

OTTAWA COUNTY, OKLAHOMA

in conjunction with the

MODOC TRIBE OF OKLAHOMA

CONTRACTING DOCUMENTS AND SPECIFICATIONS FOR:

STATE LINE ROAD

Project No. G04927-0160(1) G, S
Ottawa County, Oklahoma

BID OPENING: Monday, June 18, 2018; 9:05 A.M.

**OTTAWA COUNTY COURTHOUSE
BOARD OF COUNTY COMMISSIONERS
102 E. CENTRAL
MIAMI, OKLAHOMA 74354**

Due to the unique nature of this project and presence of federal-aid funding, prospective bidders/offerors must be pre-approved/pre-qualified to perform federal-aid work with the Arkansas Department of Transportation, Missouri Department of Transportation, Kansas Department of Transportation, and/or the Oklahoma Department of Transportation. Additionally, the prospective bidders/offerors must be in good standing with the State transportation department(s) that pre-approved/pre-qualified the Contractor.

See Oklahoma State Statutes, Title 61, Public Buildings and Public Works, Public Competitive Bidding Act of 1974, §61-118. Prequalification of Bidders.

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**SPECIAL PROVISION
FOR
DELAYED NOTICE TO COMMENCE WORK
RIGHT-OF-WAY ACQUISITION**

These special provisions amend and where in conflict, supersede applicable sections of the 2009 Standard Specifications for Highway Construction, English and Metric. The units for this project are those specified in the project plans.

108.02 NOTICE TO PROCEED AND PRECONSTRUCTION CONFERENCE *(Add the following:)*

Although the Notice to Proceed for this project will be issued in normal manner, the actual date work may be delayed up to 45 calendar days, to allow for the completion of Right-of-Way Acquisition on a single Right-of-Way Parcel. The parcel lies between Station 45+04.81 Lt. and Station 58+25.93 Lt. The construction limits extend into this tract of land. Should acquisition of the Right-of-Way be completed prior to the expiration of 45 calendar days, Ottawa County reserves the right to start the Contract Time.

Written request to begin work while the County works to acquire the required Right-of-Way will be considered if the Contractor demonstrates that a portion of the contract work can be effectively performed within the project limits. The County may also allow access to the project site, and contract work to begin before the 45 calendar days described above if the County deems such work to be in the best interest of Ottawa County. The County Official will determine the charges to be assessed against the Contract Time in such cases. As part of the written request, when work is allowed to begin while the Right-of-Way acquisition process is in progress, Ottawa County shall be held harmless from any loss of efficiency or delay claims from the date access is allowed until the Right-of-Way is acquired.

Furthermore, no additional compensation will be granted due to beginning work before the 45 calendar days have expired.

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)		1. SOLICITATION NO.	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE OF ISSUED	PAGE 1 OF 2 PAGES
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.					
4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO. G04927-0160(1) G, S	
7. ISSUED BY Ottawa County 102 E. Central Miami, OK 74354		CODE		8. ADDRESS OFFER TO Ottawa County 102 E. Central Miami, OK 74354	
9. FOR INFORMATION CALL:		a. Name Robyn Mitchell or Natasha Mays		b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (918) 542-3333	

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE COUNTY ENTITY REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)

The Ottawa County Project No.G04922-0160(1) G, S State Line Road is a Grading, Drainage and Surface(Asphalt) project approximately 1.70 miles in length. The State Line Road project is described as beginning at the intersection of County Road EW-12 and NS-469 in the City Limits of the City of Seneca, MO, then proceeding North to the intersection of Count Road NS-469 and Oklahoma Highway 10C.

Legally, the State Line project is described as beginning at a point located at the NE Corner of Sec. 3, T27N, R25E, Ottawa County, Oklahoma and ending at a point approximately 1,000 feet south of the NE Corner of Sec. 29, T26N, R25E, Ottawa County, Oklahoma.

Major Tasks associated with the State Line Road project include: Earthwork, Removal of Structures and Obstructions Drainage structure construction, Aggregate Base Construction, Asphalt surface construction, Asphalt driveway Fencing and Traffic Striping Construction.

11. The contractor shall begin performance <u>10</u> calendar days and complete it within <u>300</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable (See _____).	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE, PAYMENT & MAINTENANCE BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 21
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
a. Sealed offers in original and <u>2</u> copies to perform the work required are due at the place specified in Item 8 by _____ (hour) local time _____ (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
b. An offer guarantee <input checked="" type="checkbox"/> is <input type="checkbox"/> is not required	
c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
d. Offers providing less than <u>60</u> calendar days for County acceptance after the date offers are due will not be considered and will be rejected.	

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NO. (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14)

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the County in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)

AMOUNTS



18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.
DATE

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

20b. SIGNATURE

20c. OFFER DATE

AWARD (To be completed by County)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

26. ADMINISTERED BY

Ottawa County
102 E. Central
Miami, OK 74354

27. PAYMENT WILL BE MADE BY

Ottawa County
102 E. Central
Miami, OK 74354**COUNTY REPRESENTATIVE WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the County solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

20a. NAME AND TITLE OF CONTRACTOR PERSON AUTHORIZED TO SIGN OFFER
(Type or print)

31a. NAME OF COUNTY REPRESENTATIVE (Type or print)

30b. CONTRACTOR SIGNATURE

30c. DATE

31b. COUNTY REPRESENTATIVE SIGNATURE

31c. DATE

BY

**NON-COLLUSION BIDDING CERTIFICATION
STATE LINE ROAD PROJECT**

STATE OF OKLAHOMA)
)SS
COUNTY OF OTTAWA)

A. For purposes of competitive bids, I certify:

1. I am the duly authorized agent of _____
the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders, county official, tribal officials, county employee or tribal employee, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party to the following:
 - a. Any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - b. Any collusion with any county official, tribal official, county employee or tribal employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract; and
 - c. Any discussions between bidders and any county official, tribal official, county employee or tribal employee concerning exchange of money or other thing of value for special consideration in the letting of a contract.
 - d. Any collusion with any county official, tribal official, county employee, tribal employee or political subdivision official or employee as to create a sole-source acquisition in contradiction to Oklahoma State Statute, Title 74, Section 85.45j.

B. I certify, if awarded the contract, whether competitively bid or not, that neither the Contractors nor anyone subject to the Contractor's direction or control has paid, given, or donated or agreed to pay, give, or donate to any officer or employee of Ottawa County or the Modoc Tribe of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

Certified this _____ day of _____, 20____

(Signature)

(Print Name)

(Position in the Company)

**BUSINESS RELATIONSHIPS AFFIDAVIT
STATE LINE ROAD PROJECT**

STATE OF OKLAHOMA)
)SS
COUNTY OF OTTAWA)

_____ of lawful age, being sworn, on oath says that he or she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, or other business relationship presently in effect, of which exists within one (1) year prior to the date of this statement with the architect, engineer, other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which exists within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

Affiant further states that the names of all persons having such business relationships and the positions they hold with their respective companies or firms are as follows:

(if none of the business relationships herein above mentioned exist, affiant should so state.)

(Signature of Affiant)

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

Notary Public _____

My Commission Expires _____

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Ottawa County (County) intends to receive sealed bids from all interested bidders for the following project:

**STATE LINE ROAD PROJECT
PROJECT NO. G04927-0160(1) G, S
OTTAWA COUNTY, OKLAHOMA**

Due to the unique nature of this project and presence of federal-aid funding, prospective bidders/offers must be pre-approved/pre-qualified to perform federal-aid work with the Arkansas Department of Transportation, Missouri Department of Transportation, Kansas Department of Transportation, and/or the Oklahoma Department of Transportation. Additionally, the prospective bidders/offers must be in good standing with the State transportation department(s) that pre-approved/pre-qualified the Contractor.

All bids must be completed on forms furnished by the Ottawa County Clerk's Office. Additionally, bids must be tendered in sealed envelopes (one bid per envelope) according to the requirements set forth in the **Information for Bidders**. (The Ottawa County Board of Commissioners reserves the right to waive technicalities, to reject any or all bids, and to award the contract to the bidder determined, in the Commissioner's judgment, to best serve the interests of Ottawa County.)

Bidders must familiarize themselves with the terms/conditions contained in the bid documents and must act in good faith with the understanding that full cooperation in carrying out the bid terms/conditions is required.

A Mandatory Pre-Bid Conference and Project Site Visit is scheduled for June 11, 2018; at 1:30 P.M. The meetings shall begin at the Ottawa County Courthouse, Commissioners Conference Room.

All prospective bidders are required to attend the Pre-Bid Conference and Project Site Visit in order to be considered a Responsive Bidder. As verification of attendance, the prospective bidder representative must complete the Pre-Bid Conference / Project Site Visit Sign in Sheet.

Bid documents, including plans, specifications, forms, the non-collusion affidavit, and the Business Relationship Affidavit are available at the Ottawa County Clerk's Office, located at the physical address listed below.

Bids shall be legibly written, notarized, sealed, and delivered to the Ottawa County Clerk's Office in the Ottawa County Courthouse, 102 E. Central, Suite 103, Miami, Oklahoma 74354.

Sealed bids will be received until the closing date/time listed below and publicly opened in a meeting of the Board of County Commissioners held immediately thereafter.

Closing Date: Monday, June 18, 2018
Closing Time: 9:05 A.M.

Robyn Mitchell
County Clerk

INFORMATION FOR BIDDERS

The Ottawa County, Board of County Commissioners (County) intends to receive sealed bids for the following project:

**STATE LINE ROAD PROJECT
PROJECT NO. G04927-0160(1) G, S
OTTAWA COUNTY, OKLAHOMA**

Due to the unique nature of this project and presence of federal-aid funding, prospective bidders/offers must be pre-approved/pre-qualified to perform federal-aid work with the Arkansas Department of Transportation, Missouri Department of Transportation, Kansas Department of Transportation, and/or the Oklahoma Department of Transportation. Additionally, the prospective bidders/offers must be in good standing with the State transportation department(s) that pre-approved/pre-qualified the Contractor.

All bids must be completed and submitted to the Ottawa County Clerk's office, located at 102 E. Central, Miami, Oklahoma no later than the following Date and Time. Each bid shall be publicly opened and read aloud by the Board of County Commissioners.

Closing Date: Monday, June 18, 2018
Closing Time: 9:05 a.m.

A Mandatory Pre-Bid Conference and Project Site Visit is scheduled for Monday, June 11, 2018 at 1:30 P. M. The meetings shall begin at the Ottawa County Courthouse, Commissioners Conference Room. All prospective bidders are required to attend the Pre-Bid Conference and Project Site Visit in order to be considered a Responsive Bidder. As verification of attendance, the prospective bidder representative must complete the Pre-Bid Conference / Project Site Visit Sign in Sheet.

Each BID must be submitted in a sealed envelope, labeled as follows:

**Ottawa County of Oklahoma
Attention: County Clerk
Bid for State Line Road Project
Project Number: G04927-0160(1) G, S
Bid Opening: Monday, June 18, 2018 at 9:05 A.M.**

Additionally, each sealed envelope should bear the **bidder's name** and **mailing address**.

NOTE: If submitting a bid via the United States Postal Service (Postal Service), the actual bid must be sealed in a separate, internal envelope within the envelope to be delivered by the Postal Service. The external envelope for such submittals must be legibly addressed as follows:

Ottawa County of Oklahoma
Attention: County Clerk
102 E. Central, Suite 103
Miami, Oklahoma 74354

All bids must be completed on the forms contained within the bid documents. Only one (1) individual bid may be submitted per envelope. The form(s) for bid prices shall be completed in ink, if handwritten. Alternatively, bid prices may be typewritten. All blank spaces for bid prices must contain an entry. Each individual bid form must be fully completed and executed when submitted. One (1) original, executed bid form and two (2) copies are required.

The County reserves the right to waive technicalities and to reject any or all bids. Previously submitted bids may be withdrawn prior to **9:05 A.M. on Monday, June 18, 2018**. In the event the County must postpone the time for opening bids, previously submitted bids may be withdrawn prior to the rescheduled opening date/time.

Bids received after **9:05 A.M. on Monday, June 18, 2018** **will not be considered** and shall be returned unopened.

Bidders may not withdraw their bid for a period of Sixty (60) days following the opening of bids.

Each bidder is responsible for inspecting the site, thoroughly reading the contract documents, and familiarizing himself/herself with the work and contract requirements. Bidder's failure or omission in this regard shall in no way relieve any bidder from any obligation in respect to his/her bid. Additionally, bidders must assure themselves of the accuracy of the estimated quantities in the bid schedule by examining the site and reviewing the drawings and specifications, including any amendments. Following submittal of a bid, the bidder shall not assert he/she misunderstood the quantities or the nature of the work.

The contract documents contain information required for construction of the project. Information obtained from an officer, agent, or employee of the County or any other person shall not affect the risks or obligations assumed by the contractor or relieve the contractor from fulfilling all requirements set forth in the contract.

All bids submitted for consideration must be accompanied by a Bid Guarantee (i.e., a Bid Bond or Cashier's Check), payable to Ottawa County, in an amount equal to Five Percent (5%) of the total bid. With the exception of those Bid Guarantees submitted by the responsive, responsible bidders with the three (3) lowest bids, the County will return all bonds or cashier's checks to the bidders immediately after the County analyzes and compares the individual bids. Once a contract is fully executed between the County and the Contractor, the bonds of the two (2) remaining unsuccessful bidders shall be returned.

As part of the bid analyses, the County reserves the right to make such investigations, as

are reasonably necessary, to determine the bidder's ability to perform the work. Additionally, each bidder commits to timely furnish the County with such information the County requests for this purpose. The County also reserves the right to reject any bids from bidders reasonable deemed in the County's judgment to be incapable or unqualified to carry out the obligations of the contract and work contemplated therein.

The County reserves the right to investigate Contractor's past performance on all contracted work performed in/for the following locations/parties:

- a. Ottawa County,
- b. other Counties lying adjacent to or nearby Ottawa County within the State of Oklahoma/ State of Kansas and State of Missouri,
- c. Oklahoma Department of Transportation,
- d. Kansas Department of Transportation,
- e. Missouri Department of Transportation,

The County reserves the right to utilize any and all information obtained from these sources as an evaluation factor to determine if the Contractor has submitted the **Lowest, Best Bid**.

After analyzing and comparing the individual bids and making the determination of the Lowest, Best Bid, the County will provide the successful Lowest, Best bidder with a Notice of Award, contract documents, the Statement and Acknowledgement form, List of Minimum Subcontract information and bond forms (i.e., a Performance Bond form, Payment Bond form, and Maintenance Bond form to cover the work for 1-year following completion of the project). **The successful bidder must execute the Contract, Subcontracts, Subcontract Statement and Acknowledgement Form and Bonds and return them to the County for review and approval within Fourteen (14) Calendar Days following receipt of the Notice of Award.** If the successful bidder fails to execute the contract and/or tender the executed bonds within the stated period of time, the County reserves the right to declare the bidder in default at which time the bidder's Bid Guarantee becomes the property of the County.

As stated above, a Performance Bond, Payment Bond, and Maintenance Bond, which covers the work for 1-year following completion of the project, must be executed by the successful bidder. These three (3) bonds must be payable to County in an amount equal to one-hundred percent (100%) of the total bid and include a corporate surety approved by the County. All Sub-Contracts and Sub-Contract forms must contain the minimum information and contract clauses describe in the Contract. The County will review and approve each Sub-Contract prior to Awarding the contract. Following approval of these bonds and the Sub-Contract(s), by the County, the successful bidder's Bid Guarantee shall be returned.

The County shall have fourteen (14) days to review the Contract, bond forms, Sub-Contract forms and Sub-Contracts for approval or rejection. Upon approval of all

documents, the County shall execute the contract at the next regularly scheduled Commissioner's meeting, and then tender a copy to the Contractor along with a date for the pre-work conference. In the event a contract cannot be executed by the County within aforementioned fourteen (14) days, the time may be extended by mutual agreement of the parties. If however the County fails to execute the contract within the fourteen (14) day period **and** the parties fail to agree upon an extension, the successful bidder may rescind his/her bid without further liability on either party.

A conditional or qualified bid will not be accepted.

The Contract Award shall be made to the Responsive, Responsible bidder, who submits the Lowest, Best bid as determined by the County's review and investigation.

All applicable rules, regulations, ordinances, and laws of those authorities with proper jurisdiction shall apply to the contract.

Further, the bidder agrees to abide by the requirements of Executive Order No. 11246, as amended, including the provisions of the equal opportunity clause, which is incorporated into this contract.

The Responsive, Responsible bidder, who submits the Lowest, Best Bid, shall supply the names and addresses of major material suppliers upon request by the County.

General Decision Number: OK180019 01/05/2018 OK19

Superseded General Decision Number: OK20170019

State: Oklahoma

Construction Type: Highway

Counties: Adair, Cherokee, Craig, Delaware, Mayes, McIntosh, Muskogee, Nowata, Okfuskee, Ottawa and Washington Counties in Oklahoma.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018

SUOK2011-006 04/18/2011

	Rates	Fringes
CARPENTER (Excludes Form Work and Form Setting)		
Adair County.....	\$ 13.70	
Cherokee County.....	\$ 14.00	
Delaware County.....	\$ 13.69	
Muskogee County.....	\$ 13.48	
Remaining Counties.....	\$ 13.94	
CEMENT MASON/CONCRETE FINISHER		
Delaware County.....	\$ 13.27	
Muskogee County.....	\$ 14.24	
Ottawa County.....	\$ 14.72	1.35
Remaining Counties.....	\$ 13.70	

FORM WORKER/FORM SETTER
(Including Curb Line Setting).....\$ 12.30

GUARDRAIL INSTALLER (Includes
Guardrail/Post Driver Work).....\$ 9.70

IRONWORKER, REINFORCING.....\$ 13.63

LABORER

Air/Power Tool Operator
(Includes Handheld
Concrete Saws and Chipping
Guns).....\$ 12.79
Asphalt Raker and Shoveler..\$ 12.41
Common or General
Adair County.....\$ 11.96
Cherokee County.....\$ 11.12
Delaware County.....\$ 11.16
Mayes County.....\$ 10.07
Muskogee County.....\$ 10.68
Okfuskee County.....\$ 10.55
Remaining Counties.....\$ 10.64
Pipelayer.....\$ 11.13
Traffic Control (Includes
Flagger, Setting Up and
Moving Cones/Barrels).....\$ 10.28
Vibrating Plate.....\$ 12.70

POWER EQUIPMENT OPERATOR:

Asphalt Paver Screed.....\$ 14.77
Asphalt Paving Machine.....\$ 14.84
Asphalt Plant.....\$ 14.70
Backhoe/Trackhoe
Muskogee County.....\$ 14.99
Remaining Counties.....\$ 16.13
Bobcat/Skid Loader.....\$ 12.56
Broom.....\$ 11.02
Bulldozer
Muskogee County.....\$ 14.33
Remaining Counties.....\$ 14.61
Concrete Paving Machine.....\$ 14.42
Concrete Saw.....\$ 14.65
Crane.....\$ 18.63
Distributor Truck.....\$ 13.34
Excavator.....\$ 14.75
Grader/Blade.....\$ 16.47
Loader (Front End)
Muskogee County.....\$ 13.83
Remaining Counties.....\$ 13.66
Mechanic
Muskogee County.....\$ 18.96
Remaining Counties.....\$ 18.77
Milling Machine.....\$ 14.87
Mixer.....\$ 14.56
Oiler
Muskogee County.....\$ 13.38
Remaining Counties.....\$ 14.59
Roller (Asphalt)
Adair County.....\$ 13.12

Muskogee County.....	\$ 12.58	
Remaining Counties.....	\$ 13.48	
Roller (Dirt Compaction)....	\$ 12.44	
Rotomill.....	\$ 17.33	
Scraper.....	\$ 14.13	
Striping Machine.....	\$ 11.54	
Tractor/Box Blade.....	\$ 12.83	
Transfer Material Machine...	\$ 12.38	0.75
Trencher.....	\$ 14.66	

TRUCK DRIVER

Concrete Truck.....	\$ 14.22	
Dump Truck		
Muskogee County.....	\$ 13.93	
Remaining Counties.....	\$ 13.91	
Flatbed Truck.....	\$ 16.18	
Lowboy/Float.....	\$ 15.20	0.69
Off the Road Truck.....	\$ 13.64	
Single Axle Truck		
(Includes Pilot Car).....	\$ 13.15	
Straight Truck.....	\$ 15.92	
Tandem Axle/Semi Trailer		
Delaware County.....	\$ 15.15	
Mayes County.....	\$ 16.93	
Muskogee County.....	\$ 16.14	
Remaining Counties.....	\$ 15.75	
Water Truck.....	\$ 13.44	

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

Administrative Review Board

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

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

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END OF GENERAL DECISION

BID SCHEDULE

The State Line Road, Project No. G04927-0160(1) G, S, is located along the Oklahoma / Missouri State Line between County Road EW-12 (Cemetery Road) and Oklahoma Highway 10C and is approximately 1.70 miles in length in Ottawa County, Oklahoma, in accordance with applicable County and State Laws and Regulations and Approved Plans and Specifications.

TOTAL OF ALL ITEMS
BELOW

\$

*Note: Spec. No. Refers to Oklahoma Department of
Transportation Standard Specification Number.*

ROADWAY QUANTITIES

Item No.	Spec. No.	Description	Unit	Estimated Quantity	Unit Price	Extension
1	201(A)	CLEARING AND GRUBBING	LSUM	1.0	\$	\$
2	202(A)	UNCLASSIFIED EXCAVATION	CY	15502.0	\$	\$
3	202(D)	UNCLASSIFIED BORROW	CY	9925.0	\$	\$
4	205(A)	TYPEA-SALVAGED TOPSOIL	LSUM	1.0	\$	\$
5	210	OBLITERATING ABANDONED ROAD	LF	480.0	\$	\$
6	221(C)	TEMPORARY SILT FENCE	LF	11709.0	\$	\$
7	221(D)	TEMPORARY SEDIMENT FILTER	EA	28.0	\$	\$
8	221(F)	TEMPORARY SILT DIKE	LF	1652.0	\$	\$
9	230(A)	SOLID SLAB SODDING	SY	22928.0	\$	\$
10	233(A)	VEGETATIVE MULCHING	AC	9.5	\$	\$
11	303(A)	AGGREGATE BASE TYPE A	CY	4568.0	\$	\$
12	326(A)	GEOTEXTILE REINFORCEMENT	SY	27201.0	\$	\$
13	402(E)	TRAFFIC BOUND SURFACE COURSE TYPE E	TON	3493.0	\$	\$
14	407(B)	TACK COAT	GAL	3229.0	\$	\$
15	408	PRIME COAT	GAL	6963.0	\$	\$
16	411(B)	SUPERPAVE, TYPE S3(PG 64-22 OK)	TON	4865.0	\$	\$
17	411(C)	SUPERPAVE, TYPE S4(PG 70-28 OK)	TON	2407.0	\$	\$
18	413(B)	RUMBLE STRIP-METHOD HMA-CYC GROUP	EAGP	8.0	\$	\$
19	501(A)	STRUCTURAL EXCAVATION UNCLASSIFIED	CY	109.0	\$	\$
20	509(A)	CLASS AA CONCRETE	CY	266.0	\$	\$
21	509(D)	CLASS C CONCRETE	CY	81.0	\$	\$
22	511(A)	REINFORCING STEEL	LB	38714.0	\$	\$
23	601(A)	TYPE I PLAIN RIPRAP	TON	333.0	\$	\$
24	601(I)	FILTER FABRIC (RIPRAP)	SY	261.0	\$	\$
25	609(B)	2'-8" COMB. CURB & GUTTER (6" MNTBLE)	LF	9073.0	\$	\$
26	610(B)	6" CONCRETE DRIVEWAY	SY	1058.0	\$	\$
27	611(A)	MANHOLE (4' DIAMETER)	EA	8.0	\$	\$
28	611(G)	INLET CI DES. 2 (STD)	EA	4.0	\$	\$
29	611(G)	INLET CI DES. 2 (B)	EA	9.0	\$	\$

30	611(G)	INLET CI DES. 2 (C)	EA	1.0	\$	\$
31	611(G)	INLET CI DES. 2 (2B)	EA	2.0	\$	\$
32	611(G)	INLET CI DES. 3 (B)	EA	1.0	\$	\$
33	611(G)	INLET CI DES. 3 (D)	EA	1.0	\$	\$
34	611(G)	INLET CDI RCP DES. 1	EA	1.0	\$	\$
35	611(G)	INLET CDI RCP DES. 3	EA	1.0	\$	\$
36	611(G)	INLET (SMD 18"-TYPE 2A)	EA	2.0	\$	\$
37	611(G)	INLET (SMD 36"-TYPE 2A)	EA	2.0	\$	\$
38	611(H)	ADD'L DEPTH IN INLET CI DES. 2	VF	16.0	\$	\$
39	611(H)	ADD'L DEPTH IN INLET CI DES. 3	VF	2.0	\$	\$
40	611(H)	ADD'L DEPTH IN INLET CDI RCP DES. 3	VF	1.0	\$	\$
41	611(L)	JUNCTION BOXES	CF	156.0	\$	\$
42	613(A)	18" R.C.PIPE CLASS III	LF	766.0	\$	\$
43	613(A)	24" R.C.PIPE CLASS III	LF	478.0	\$	\$
44	613(A)	30" R.C.PIPE CLASS	LF	102.0	\$	\$
45	613(A)	36" R.C.PIPE CLASS III	LF	200.0	\$	\$
46	613(A)	28" X 18" R.C.PIPE ARCH CLASS A-III	LF	46.0	\$	\$
47	613(C)	18" PRECOATED CORR. STEEL PIPE	LF	170.0	\$	\$
48	613(C)	28" X 20" MILL PRECOATED CGSP	LF	195.0	\$	\$
49	613(J)	6" EDGE DRAIN CONDUIT-PERFORATED	LF	9073.0	\$	\$
50	613(K)	6" EDGE DRAIN OUTLET LATERAL-NONPERFORATED	LF	300.0	\$	\$
51	613(L)	18" PREFAB. CULVERT END SECTION, ROUND	EA	2.0	\$	\$
52	613(L)	24" PREFAB. CULVERT END SECTION, ROUND	EA	5.0	\$	\$
53	613(L)	30" PREFAB. CULVERT END SECTION, ROUND	EA	1.0	\$	\$
54	613(L)	28" X 18" PREFAB. CULVERT END SECTION, ARCH	EA	2.0	\$	\$
55	613(M)	TYPE A4 CULVERT END TREATMENT	EA	6.0	\$	\$
56	613(M)	TYPE B4 CULVERT END TREATMENT	EA	4.0	\$	\$
57	613(Q)	OUTLET LATERAL HEADWALL (6" CONDUIT)	EA	15.0	\$	\$
58	613(R)	STANDARD BEDDING MATERAIL, CLASS A	CY	975.0	\$	\$
59	619(A)	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LSUM	1.0	\$	\$
60	619(B)	REMOVAL OF FENCE	LF	5426.0	\$	\$
61	619(B)	REMOVAL OF CONCRETE PAVEMENT	SY	49.0	\$	\$
62	619(B)	REMOVAL OF ASPHALT PAVEMENT	SY	20032.0	\$	\$
63	619(C)	SAWING PAVEMENT	LF	201.0	\$	\$
64	623(A)	BEAM GUARDRAIL W-BEAM SINGLE	LF	100.0	\$	\$
65	623(G)	GUARDRAIL END TREATMENT (GET)	EA	4.0	\$	\$
66	624(C)	FENCE-STYLE SWF (6 BARBED WIRE)	LF	5470.0	\$	\$

67	624(C)	FENCE-STYLE SWF (4 BARBED WIRE)	LF	2287.0	\$	\$
68	624(D)	GATE, GALVANIZED STEEL	EA	3.0	\$	\$
69	629(A)	MAILBOX INSTALLATION-SINGLE	EA	2.0	\$	\$
70	629(C)	MAILBOX	EA	2.0	\$	\$
71	641	MOBILIZATION	LSUM	1.0	\$	\$
72	642(B)	CONSTRUCTION STAKING LEVEL II	LSUM	1.0	\$	\$
73	850(A)	SHEET ALUMINUM SIGNS (INCLUDING 2-1/4" POSTS)	SF	105.0	\$	\$
74	855(A)	TRAFFIC STRIPE(PLASTIC)(4" WIDE)	LF	24967.0	\$	\$
75	880(J)	CONSTRUCTION TRAFFIC CONTROL	LSUM	1.0	\$	\$
					Grand Total of All Items	
						\$

BID BOND (See instructions on reverse)	DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i>	G04927-0160(1) G, S
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Public reporting burden for this collection of information is estimate to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

PRINCIPLE <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION ("X" one)	
	<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> PARTNERSHIP
	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> CORPORATION
		STATE OF INCORPORATION

SURETY(IES) *(Name and Business Address)*

PENAL SUM OF BOND					BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		
					FOR <i>(Construction, Supplies, or Services)</i>	

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to Ottawa County (hereinafter called the County) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the tribal entity of the bid identified above, within the period specified therein for acceptance (sixty (60)) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten(10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the tribal entity for any cost of procuring the work which exceeds the amount of bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the tribal entity. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.	
INDIVIDUAL SURETY(IES)				
SIGNATURE(S)	1.	2.		
	(Seal)	(Seal)		
NAME(S) (Typed)	1.	2.		

CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required.
2. Insert the full legal name and business address of the Principal in the space designated "Principle" on the face of the form. An authorized person shall sign the bond. Any person signing in representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representatives is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designed "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.
(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The tribal entity may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

PERFORMANCE BOND (See instructions on reverse)	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i>	G04927-0160(1) G, S
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Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

PRINCIPLE <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION ("X" one)			
	<input checked="" type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> PARTNERSHIP		
	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> CORPORATION		
STATE OF INCORPORATION				
SURETY(IES) <i>(Name and business address(es))</i>	PENAL SUM OF BOND			
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
	CONTRACT DATE		CONTRACT NO.	

OBLIGATION:
We, the Principal and Surety(ies), are firmly bound to Ottawa County (hereinafter called the County) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.


CONDITIONS:
The Principal entered into the contract identified above and acknowledges said contract is for the benefit of the County wherein the project is located, as well as the traveling public.

THEREFORE:
The above obligation is void if the Principal -
(a)(1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the tribal entity, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) Performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.
(b) Pays the full amount of the taxes imposed by local, state, and federal governmental entities, which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS:
The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.	
INDIVIDUAL SURETY(IES)				
SIGNATURE(S)	1.	2. (Seal)		
NAME(S) <i>(Typed)</i>	1.	2.		
CORPORATE SURETY(IES)				

CORPORATE SURETY(IES) (Continued)					
SURETY A	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
				\$	
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
				\$	
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
				\$	
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
				\$	
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
				\$	
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
				\$	
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

BOND PREMIUM		RATE PER THOUSAND (\$)	TOTAL (\$)
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INSTRUCTIONS

1. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
2. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.
(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The tribal entity may require the surety to furnish additional substantiating information concerning their financial capability.
3. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
4. Type the name and title of each person signing this bond in the space provided.

PAYMENT BOND (See instructions on reverse)	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i>	G04927-0160(1) G, S
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Public reporting burden for this collection of information is estimate to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

PRINCIPLE <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION ("X" one)			
	<input type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> PARTNERSHIP	
	<input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> CORPORATION	
STATE OF INCORPORATION				
SURETY(IES) <i>(Name and business address(es))</i>	PENAL SUM OF BOND			
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
	CONTRACT DATE		CONTRACT NO.	

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the Ottawa County (hereinafter called the County) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.	
INDIVIDUAL SURETY(IES)				
SIGNATURE(S)	1.		2.	
	(Seal)		(Seal)	
NAME(S) <i>(Typed)</i>	1.		2.	
CORPORATE SURETY(IES)				

CORPORATE SURETY(IES) (Continued)

SURETY A	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the contract.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.
(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The tribal entity may require the surety to furnish additional substantiating information concerning their financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.

MAINTENANCE BOND

KNOW ALL ME BY THESE PRESENTS:

That between _____, as Principal,
and _____, a corporation
Surety, are held and firmly bound unto Ottawa County in the penal sum of _____

_____ Dollars (Full Amount of Contract) (\$ _____),
In lawful money of the United States of America, for the payment of which, well and
truly to be made, we bind ourselves and each of us, our heirs, executors, administrators,
trustees, successors, and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 20____.

THE CONDITIONS OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal entered into a written Contract with Ottawa County,
Oklahoma dated _____, 20____, for

RECONSTRUCTION PLANS FOR
STATE LINE ROAD
PROJECT No. G04927-0160(1) G, S
OTTAWA COUNTY, OKLAHOMA

All in compliance with the Drawings and Specifications therefore, made a part of said
Contract and on file at the office of the Ottawa County Clerk.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to Ottawa County,
Oklahoma all damages, loss and expense which may result by reason of defective
materials and/or workmanship in connection with said work, occurring within a period of
one (1) year for all projects, from and after acceptance of said project by Ottawa County,
Oklahoma, and if Principal shall pay and cause to be paid all labor and materials,
including the prime contractor and all subcontractors; and if Principal shall save and hold
Ottawa County, Modoc Tribe of Oklahoma, and Agents harmless from all damages, loss
and expense occasioned by or resulting from any failure whatsoever of said Principal,
then this obligation shall be null and void, otherwise to be and remain in full force and
effect.

It is further expressly agreed and understood by the parties hereto that no changes or
alterations in said contract and no deviations from the plan or mode of procedure herein
fixed shall have effect of releasing the sureties, or any of them, from the obligation of this
Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Contractor (Principal)

BY:

ATTEST: (SEAL)

Title: _____ Date _____

Title: _____ Date _____

Attorney-In-Fact _____ Date _____

Surety (Seal) _____ Date _____

(Accompany this Bond with Power-of-Attorney)

STATEMENT AND ACKNOWLEDGEMENT

PART I - STATEMENT OF PRIME CONTRACTOR

1. PRIME CONTRACT NUMBER		2. DATE SUBCONTRACT AWARDED		3. SUBCONTRACT NUMBER	
4. PRIME CONTRACTOR				5. SUBCONTRACTOR	
a. NAME				a. NAME	
b. STREET ADDRESS				b. STREET ADDRESS	
c. CITY		d. STATE	e. ZIP CODE	c. CITY	
				d. STATE	e. ZIP CODE
6. The prime contract <input type="checkbox"/> does, <input type="checkbox"/> does not contain the clause entitled "Contract Work Hours and Safety Standards Act - Overtime Compensation."					
7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in Item 5 by the following firm:					
a. NAME OF AWARDING FIRM					
b. DESCRIPTION OF WORK BY SUBCONTRACTOR					

8. PROJECT		9. LOCATION			
10a. NAME OF PERSON SIGNING		11. BY (Signature)		12. DATE SIGNED	
10b. TITLE OF PERSON SIGNING					

PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR

13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:	
Indian Preference Indian Preference Program Contract Work Hours and Safety Standards - Overtime Compensation (If included in prime contract, see Block 6) Construction Wage Rate Requirements, Davis Bacon Withholding of Funds Payrolls and Basic Records Apprentices and Trainees	Compliance with Copeland Act Requirements Subcontracts (Labor Standards) Contract Termination - Debarment Compliance with Construction Wage Rate Requirements and Related Regulations Disputes Concerning Labor Standards Certification of Eligibility

14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY

A		C			
B		D			
15a. NAME OF PERSON SIGNING		16. BY (Signature)		17. Date Signed	
15b. TITLE OF PERSON SIGNING					

Oklahoma State Statutes

Title 69

Roads, Bridges and Ferries

§69-310. Conflict of interest.

(a) No official or employee of the Commission, governing body or other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector or other person performing services for the Commission, governing body, or other governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by the Commission, governing body, or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by the Commission, governing body or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of the Commission, the governing body or other governmental instrumentality, and such officer, employee or person has not participated in such acquisition for and in behalf of the Commission, the governing body or other governmental instrumentality.

§69-601. Authority and duties of County Commissioners.

A. The county highway system shall be composed of all public roads within any county, less any part of any road or roads which may be designated as a state highway by the State Transportation Commission. It shall be the duty of the Board of County Commissioners in each county to construct and maintain as county highways those roads which best serve the most people of the county. For this purpose the Board of County Commissioners is authorized to use any funds which are in the county highway fund, subject to statutory restrictions on the use of any of such funds, together with any money or item of value derived from any agreement entered into between the county and the Transportation Commission, the federal government, this state, any other county or political subdivision of this state or other governmental entity, or any citizen or group of citizens who have made donations for that purpose. **The Boards of County Commissioners of the various counties shall have exclusive jurisdiction over the designation, construction and maintenance and repair of all of the county highways and bridges therein.** All interlocal cooperation agreements made pursuant to this section between counties and those political subdivisions or citizens of a county shall be submitted to the district attorney of each of the counties subject to the agreement for approval. All other interlocal cooperation agreements shall be submitted and approved in accordance with Sections 1001 through 1008 of Title 74 of the Oklahoma Statutes.

Added by Laws 1968, c. 415, § 601, operative July 1, 1968. Amended by Laws 1978, c. 208, § 1, eff. Jan. 1, 1979; Laws 2000, c. 180, § 1, eff. Nov. 1, 2000.

§69-601.6. Acceptance of public road or bridge project bids.

The board of county commissioners in every county in this state must notify the Department of Transportation at least twenty-one (21) days prior to accepting bids on any publicly let road or bridge work projects in the county. The Department shall make this information available to the public on their website.

Added by Laws 2010, c. 256, § 5, eff. July 1, 2010.

§69-634. Bond of contractor.

The board of county commissioners shall require each contractor to furnish a bond pursuant to the provisions of Section 1 of Title 61 of the Oklahoma Statutes but made payable to the county. If the contractor fails to comply with the terms of the contract, the bond shall be forfeited to the county treasurer for credit to the county highway fund. Unless otherwise provided for by contract, the surety on any bond shall be held, to consent without notice to:

1. an extension of time given to the contractor to perform the contract if each extension does not exceed sixty (60) days; and
2. any change in the plans, specifications, or contract if such change does not involve an increase of more than twenty percent (20%) of the total contract price. If such increase is more than twenty percent (20%) of the total contract price, the surety shall be released only as to such increase in price that is in excess of a twenty percent (20%) increase.

Amended by Laws 1983, c. 125, § 2, eff. Nov. 1, 1983.

§69-1101. Letting contracts – Advertisement for bids – Contract extension.

A. All contracts for construction work upon the state highway system shall be let and awarded pursuant to the provisions of the Public Competitive Bidding Act of 1974. If the project advertised pursuant to the provisions of the Public Competitive Bidding Act of 1974 is for the construction of more than eight (8) miles of road, and is not a surface treatment only project, said advertisement shall provide for bids on sections of the road no longer than eight (8) miles, as well as bids on the project as a whole. If the project advertised pursuant to the provisions of the Public Competitive Bidding Act of 1974 is a surface treatment only project of more than twenty (20) miles of road, the advertisement shall provide for bids on sections of the road no longer than twenty (20) miles, as well as bids on the project as a whole.

B. The Department may extend a contract no more than twenty-five percent (25%) of the length and extent of the original project. The price for the extension work shall not be greater than the contract unit basis.

Added by Laws 1968, c. 415, § 1101, operative July 1, 1968. Amended by Laws 1983, c. 125, § 3, eff. Nov. 1, 1983; Laws 2007, c. 264, § 1, emerg. eff. June 4, 2007.

Oklahoma State Statutes
Title 61
Public Buildings and Public Works

§61-1. Bond, irrevocable letter of credit or affidavit of payment of indebtedness to be furnished on public works contracts.

A. Prior to an award of a contract exceeding Fifty Thousand Dollars (\$50,000.00) for construction or repair of a public or private building, structure, or improvement on public real property, the person that receives the award shall:

1. **Furnish a bond with good and sufficient sureties payable to the state in a sum not less than the total sum of the contract;** or
2. Cause an **irrevocable letter of credit**, containing terms the Office of Management and Enterprise Services prescribes, **to be issued** for the benefit of the state by a financial institution **insured by the Federal Deposit Insurance Corporation in a sum not less than the total sum of the contract.**

B. **The bond or irrevocable letter of credit shall ensure the proper and prompt completion of the work in accordance with the contract and shall ensure that the contractor shall pay all indebtedness the contractor incurs for the contractor's subcontractors and all suppliers of labor, material, rental of machinery or equipment, and repair of and parts for equipment the contract requires the contractor to furnish.**

R.L.1910, § 3881. Amended by Laws 1951, p. 168, § 1, emerg. eff. May 1, 1951; Laws 1955, p. 335, § 1, emerg. eff. June 6, 1955; Laws 1961, p. 459, § 1 emerg. eff. May 15, 1961; Laws 1965, c. 518, § 1, emerg. eff. July 22, 1965; Laws 1968, c. 77, § 1, emerg. eff. March 25, 1968; Laws 1980, c. 76, § 1, eff. July 1, 1980; Laws 1983, c. 125, § 1, eff. Nov. 1, 1983; Laws 1986, c. 110, § 1, emerg. eff. April 9, 1986; Laws 1989, c. 286, § 5, operative July 1, 1989; Laws 1992, c. 239, § 1, emerg. eff. May 19, 1992; Laws 2000, c. 363, § 1, emerg. eff. June 6, 2000; Laws 2006, c. 271, § 1, eff. July 1, 2006; Laws 2012, c. 241, § 1, eff. July 1, 2012; Laws 2012, c. 304, § 302.

§61-2. Filing of bond - Action on bond - Subcontractors.

A. Bonds shall be filed in the office of the agency, institution, department, commission, municipality or government instrumentality that is authorized by law and does enter into contracts for the construction of public improvements or buildings, or public or private improvements or buildings on a public-private partnership project, or repairs to the same; and the officer with whom the bond is filed shall furnish a copy thereof to any person claiming any rights thereunder. Any person to whom there is due any sum for labor, material or repair to machinery or equipment, furnished as stated in Section 1 of this title, the heirs or assigns of such person, may bring an action on the bond for the recovery of the indebtedness, provided that no action shall be brought on the bond after one (1) year from the day on which the last of the labor was performed or material or parts furnished for which the claim is made.

B. Any person having direct contractual relationship with a subcontractor, regardless of tier, performing work on the contract, but no contractual relationship express or implied with the contractor furnishing the payment bond, shall have a right of action upon the payment bond only upon giving written notice to the contractor and surety on the payment bond within ninety (90) days from the date on which such person did or performed the last of the labor or furnished or

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supplied the last of the material or parts for which the claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material or parts were furnished or supplied or for whom the labor was done or performed. The notice shall be served by mailing the same by registered or certified mail, postage prepaid, in an envelope addressed to the contractor at any place the contractor maintains an office or conducts business, together with a copy thereof to the surety or sureties on the payment bond.

C. 1. The bond or irrevocable letter of credit issued to the Department of Transportation or the Oklahoma Turnpike Authority, pursuant to this section, shall also provide that the contractor shall pay all state and local taxes accruing as a result of the contract, any liquidated damages as provided by the contract and any overpayment of progressive estimates resulting in a balance due and owing the Department of Transportation or the Oklahoma Turnpike Authority.

2. A claim against the bond or irrevocable letter of credit for delinquent taxes shall be made by the public entity to which the tax was payable. The claim shall be made within six (6) months from the date on which the tax became delinquent. Notice of the delinquent tax shall be sent by certified mail to the surety, and a copy of the notice shall be sent to the contractor. Nothing in this paragraph shall be construed to release, at any time, the contractor from responsibility for full payment of all taxes.

3. A claim against the bond or irrevocable letter of credit for overpayment on progressive estimates shall be made by the public entity within one (1) year from the date of final acceptance of the project. Notice of the overpayment shall be sent by certified mail to the surety and a copy of the notice shall be sent to the contractor. Nothing in this paragraph shall be construed as to release, at any time, the contractor from the responsibility of refunding any amount overpaid on progressive estimates which are due and owing the Department of Transportation.

R.L.1910, § 3882. Amended by Laws 1955, p. 335, § 2; Laws 1961, p. 459, § 2; Laws 1965, c. 518, § 2; Laws 1968, c. 77, § 2, emerg. eff. March 25, 1968; Laws 1995, c. 200, § 1, emerg. eff. May 19, 1995; Laws 1997, c. 278, § 3, emerg. eff. May 27, 1997; Laws 2012, c. 241, § 2, eff. July 1, 2012.

§61-4. Public contracts made on basis of eight-hour day.

All contracts hereafter made by or on behalf of the state, or by or on behalf of any **county, city, township, or other municipality, with any corporation, person or persons, for the performance of any public work,** by or on behalf of the state or any county, city, township, or other municipality, **shall be deemed and considered as made upon the basis of eight (8) hours constituting a day's work;** and it shall be unlawful for such corporation, person or persons, to require, aid, abet, assist, connive at, or permit any laborer, workman, mechanic, prison guards, janitors in public institutions, or other person to work more than eight hours per calendar day in doing such work, except in cases and upon the conditions provided in the preceding section.

Provided that the provisions of this act in regard to hours worked per calendar day shall not apply to the construction, reconstruction, maintenance, or the production of local materials for: Highways, roads, streets, and all the structures and drainage in connection therewith; sewer systems, waterworks systems, dams and levees, canals, drainage ditches, airport grading, drainage, surfacing, seeding and planting. Provided that the provisions of this act will not

prevent employees from drawing time and half for those hours worked over forty (40) during any calendar week. R.L. 1910, § 3758; Laws 1949, p. 413, § 1.

§61-13. Definitions.

(a) For the purpose of this act the term "contractor" means an individual, general partnership, limited partnership, joint venture, association, corporation or a combination of any of the foregoing who does or undertakes for compensation the construction of any public works.

(b) The term "public works" for the purpose of this act means the construction, alteration, repair, improvement, moving, wrecking or demolition of any highway, road, railroad, earthwork, building or other structure, project, development or improvement, whether it be in whole or in part.

Added by Laws 1969, c. 100, § 1. Amended by Laws 2002, c. 294, § 5, eff. Nov. 1, 2002.

§61-17. Presumption as to consent to jurisdiction of Oklahoma courts.

Any contractor doing business in this state shall be presumed to have consented to the jurisdiction of any court of this state where the work is being done and service may be obtained upon any agent or employee of said contractor.

Added by Laws 1970, c. 106, § 2, emerg. eff. April 1, 1970. Amended by Laws 2006, c. 271, § 4, eff. July 1, 2006.

§61-18. Liability of contractor after completion of contract work.

Whenever any public officer shall, under the laws of the State of Oklahoma, enter into a contract for the purpose of constructing any highway or turnpike, the contractor or supplier of materials shall not be liable for damages arising out of torts involving injury to persons or damage to property occurring after completion of such contract work and any applicable maintenance obligation and acceptance thereof by such public officer, if all contractual provisions and specifications imposed by state and federal agencies have been complied with by said contractor or supplier of materials.

Provided, however, that nothing herein contained shall apply to any cause of action on behalf of the contracting public agency.

Added by Laws 1972, c. 51, § 1, emerg. eff. Mar. 15, 1972.

§61-51. Governmental bodies to purchase American made goods - Exceptions.

A. All agencies, boards, commissions, offices, institutions, or other governmental bodies of the State of Oklahoma, and all individuals making purchases on behalf of such governmental bodies, shall purchase for such governmental bodies goods and equipment manufactured or produced in the United States of America as determined pursuant to federal and state law, unless:

1. A foreign-made product is substantially cheaper and of equal quality;
2. A foreign-made product is of substantially superior quality to competing American products and is sold at a comparable price; or
3. A reciprocal trade agreement or treaty has been negotiated by the State of Oklahoma or by the United States government on behalf of or including this state with a foreign nation or government for nondiscriminatory governmental procurement practices or policies with such foreign nation or government.

B. The state and any political subdivision of the state may give a two and one-half percent (2 1/2%) differential preference to the cost of goods and equipment manufactured or produced in the United States of America over foreign-made products; provided that such preferences shall not be for goods or equipment of inferior quality to those offered from outside the United States of America. This preference shall not be in addition to any other preference for which such goods or equipment may be eligible pursuant to law. Laws 1959, p. 486, § 1; Laws 1992, c. 205, § 4, eff. July 1, 1992.

Oklahoma State Statutes
Title 61
Public Buildings and Public Works
Public Competitive Bidding Act of 1974

§61-101. Short title.

This act shall be known and may be cited as the "Public Competitive Bidding Act of 1974".

Added by Laws 1974, c. 298, § 1, operative Aug. 1, 1974.

§61-102. Definitions.

As used in the Public Competitive Bidding Act of 1974:

1. "Administrator" means the State Construction Administrator of the Construction and Properties Division of the Office of Management and Enterprise Services;
2. "Awarding public agency" means the public agency which solicits and receives sealed bids on a particular public construction contract;
3. "Bidding documents" means the bid notice, instruction to bidders, plans and specifications, bidding form, bidding instructions, general conditions, special conditions and all other written instruments prepared by or on behalf of an awarding public agency for use by prospective bidders on a public construction contract;
4. "Chief administrative officer" means an individual responsible for directing the administration of a public agency. The term does not mean one or all of the individuals that make policy for a public agency;
5. "Public agency" means the State of Oklahoma, and any county, city, town, school district or other political subdivision of the state, any public trust, any public entity specifically created by the statutes of the State of Oklahoma or as a result of statutory authorization therefor, and any department, agency, board, bureau, commission, committee or authority of any of the foregoing public entities;
6. "Public construction contract" or "contract" means any contract, exceeding Fifty Thousand Dollars (\$50,000.00) in amount, awarded by any public agency for the purpose of making any public improvements or constructing any public building or making repairs to or performing maintenance on the same except where the improvements, construction of any building or repairs to the same are improvements or buildings leased to a person or other legal entity exclusively for private and not for public use and no public tax revenues shall be expended on or for the contract unless the public tax revenues used for the project are authorized by a majority of the voters of the applicable public agency voting at an election held for that purpose and the public tax revenues do not exceed twenty-five percent (25%) of the total project cost. The amount of public tax dollars committed to the project will not exceed a fixed amount established by resolution of the governing body prior to or concurrent with approval of the project;
7. "Public improvement" means any beneficial or valuable change or addition, betterment, enhancement or amelioration of or upon any real property, or interest therein, belonging to a public agency, intended to enhance its value, beauty or utility or to adapt it to new or further

purposes. The term does not include the direct purchase of materials, equipment or supplies by a public agency, or any personal property, including property as defined in paragraphs 1 and 4 of subsection B of Section 430.1 of Title 62 of the Oklahoma Statutes;

8. "Purchasing cooperative" means an association of public entities working together to provide leverage in achieving best value and/or the best terms in contracts awarded through a competitive bidding process; and

9. "Retainage" means the difference between the amount earned by the contractor on a public construction contract, with the work being accepted by the public agency, and the amount paid on said contract by the public agency.

Added by Laws 1974, c. 298, § 2, operative Aug. 1, 1974. Amended by Laws 1975, c. 266, § 1, emerg. eff. June 5, 1975; Laws 1977, c. 74, § 1, eff. Oct. 1, 1977; Laws 1979, c. 28, § 1, emerg. eff. April 3, 1979; Laws 1990, c. 158, § 1, emerg. eff. May 1, 1990; Laws 1994, c. 7, § 5, emerg. eff. March 29, 1994; Laws 1998, c. 365, § 2, eff. July 1, 1998; Laws 1999, c. 149, § 2, eff. July 1, 1999; Laws 2000, c. 363, § 8, emerg. eff. June 6, 2000; Laws 2002, c. 294, § 13, eff. Nov. 1, 2002; Laws 2004, c. 97, § 1, emerg. eff. April 14, 2004; Laws 2005, c. 1, § 89, emerg. eff. March 15, 2005; Laws 2006, c. 271, § 14, eff. July 1, 2006; Laws 2009, c. 257, § 2, eff. Nov. 1, 2009; Laws 2012, c. 304, § 311; Laws 2013, c. 186, § 1, eff. Nov. 1, 2013.

NOTE: Laws 2004, c. 52, § 1 repealed by Laws 2005, c. 1, § 90, emerg. eff. March 15, 2005.

§61-103. Governing law - Solicitation and award of contracts.

A. Unless otherwise provided by law, all public construction contracts exceeding Fifty Thousand Dollars (\$50,000.00) shall be let and awarded to the lowest responsible bidder, by open competitive bidding after solicitation for sealed bids, in accordance with the provisions of the Public Competitive Bidding Act of 1974. No work shall be commenced until a written contract is executed and all required bonds and insurance have been provided by the contractor to the awarding public agency.

Added by Laws 1974, c. 298, § 3, operative Aug. 1, 1974. Amended by Laws 1975, c. 266, § 2, emerg. eff. June 5, 1975; Laws 2001, c. 298, § 2, emerg. eff. May 31, 2001; Laws 2006, c. 271, § 15, eff. July 1, 2006; Laws 2010, c. 98, § 2, eff. Nov. 1, 2010; Laws 2011, c. 362, § 1, eff. Nov. 1, 2011; Laws 2012, c. 304, § 312; Laws 2013, c. 186, § 2, eff. Nov. 1, 2013.

§61-104. Bid Notices.

All proposals to award public construction contracts shall be made equally and uniformly known by the awarding public agency to all prospective bidders and the public in the following manner:

1. Notice thereof shall be given by publication in a newspaper of general circulation and published in the county where the work, or the major part of it, is to be done, such notice by publication to be published in two consecutive weekly issues of the newspaper, with the first publication thereof to be at least twenty (20) days prior to the date set for opening bids; and

2. Notice thereof shall be sent to one in-state trade or construction publication for their use and information whenever the estimated cost of the contract exceeds Fifty Thousand Dollars (\$50,000.00); provided, however, this section shall not be construed to require the publication of the notice in such trade or construction publication or the requirement to provide the notice to

more than one in-state trade or construction publication or to any out-of-state trade or construction publications.

Added by Laws 1974, c. 298, § 4, operative Aug. 1, 1974. Amended by Laws 1975, c. 266, § 3, emerg. eff. June 5, 1975; Laws 2002, c. 294, § 14, eff. Nov. 1, 2002; Laws 2012, c. 40, § 1, emerg. eff. April 13, 2012.

§61-105. Contents of Bid Notices.

All bid notices shall set forth the following information:

1. The character of the proposed public construction contract in sufficient details that all bidders shall know exactly what their obligation will be, either in the bid notice itself or by reference to bidding documents on file in the main office of the awarding public agency; and
2. The name of the officer, agent or employee of the awarding public agency and the office location and address of such person, from whom a complete set of bidding documents regarding such proposed contract may be obtained, together with the amount of the cost deposit required therefor, if any; and
3. The date, time and place of opening of the sealed bids; and
4. The name and office location and address of the office of the awarding public agency to whom the sealed bids should be submitted; and
5. Any additional information regarding such proposed contract deemed by the awarding public agency to be of beneficial interest to prospective bidders or the public.

Added by Laws 1974, c. 298, § 5, operative Aug. 1, 1974. Amended by Laws 1975, c. 266, § 4, emerg. eff. June 5, 1975.

§61-106. Bidding Documents to be on File.

At least one complete set of bidding documents regarding a proposed public construction contract shall be on file in the main office of the awarding public agency at least twenty (20) days prior to the date set for opening bids. The officer, agent or employee of the awarding public agency designated in the bid notice shall have a sufficient number of complete sets of said bidding documents and shall provide a complete set of same to any prospective bidder, upon request; provided, however, that the awarding public agency may require a reasonable deposit for each such set; provided, that such deposit shall not exceed the actual cost of duplicating or printing. The public agency may retain all or part of said deposit if so stated in the notice for bids.

Added by Laws 1974, c. 298, § 6, operative Aug. 1, 1974. Amended by Laws 1975, c. 266, § 5, emerg. eff. June 5, 1975.

§61-107. Check, bond or irrevocable letter of credit to accompany bid.

A. A bidder on a public construction contract exceeding Fifty Thousand Dollars (\$50,000.00) shall accompany the bid with:

1. **A certified check, cashier's check or bid bond equal to five percent (5%) of the bid, which shall be deposited with the awarding public agency as a guaranty;** or
2. **An irrevocable letter of credit** containing terms the Construction and Properties Division of the Office of Management and Enterprise Services prescribes, **issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation** for the benefit of the state, **on behalf of the awarding**

public agency, in an amount equal to five percent (5%) of the bid. The awarding public agency shall deposit the irrevocable letter of credit with the Division.

B. The cost of republication of the notice to bidders, actual expenses incurred by reason of the bidder's default and the difference between the low bid of the defaulting bidder and the amount of the bid of the bidder to whom the contract is subsequently awarded, but not to exceed the amount of the certified check, cashier's check, bid bond or irrevocable letter of credit may, at the discretion of the awarding public agency, be forfeited to the awarding public agency in the event the apparently successful bidder fails to execute the contract or fails to provide the required bonds or irrevocable letters of credit and insurance to the awarding public agency.

C. The public agency shall, upon receipt of notice from the awarding public agency, return a certified or cashier's check, bid bond, or irrevocable letter of credit to the successful bidder on execution and delivery of the contract and required bonds or irrevocable letters of credit and insurance. Checks of unsuccessful bidders shall be returned to them in accordance with the terms of the bid solicitation.

D. Nothing contained herein shall be construed so as to prevent the awarding public agency or the courts from exonerating the bidder and other parties to the bid security document from liability upon a timely showing that the bidder committed what the courts have determined under the common law to be an excusable bidding error and for that reason it would not be equitable to enforce the bid security.

Added by Laws 1974, c. 298, § 7, operative Aug. 1, 1974. Amended by Laws 1975, c. 266, § 6, emerg. eff. June 5, 1975; Laws 1986, c. 110, § 2, emerg. eff. April 9, 1986; Laws 1992, c. 239, § 2, emerg. eff. May 19, 1992; Laws 1993, c. 293, § 1, emerg. eff. June 3, 1993; Laws 1995, c. 156, § 1, eff. July 1, 1995; Laws 1998, c. 365, § 3, eff. July 1, 1998; Laws 2000, c. 363, § 9, emerg. eff. June 6, 2000; Laws 2002, c. 294, § 15, eff. Nov. 1, 2002; Laws 2006, c. 271, § 16, eff. July 1, 2006; Laws 2012, c. 304, § 313.

§61-108. Written statement under oath to accompany bid.

Each bidder shall accompany the bid with a written statement under oath disclosing the following information:

1. The nature of any partnership, joint venture or other business relationships then in effect or which existed within one (1) year prior to the date of such statement with the architect, engineer or other party to the project;

2. Any such business relationship then in effect or which existed within one (1) year prior to the date of such statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project; and

3. The names of all persons having any such business relationships and the positions they hold with their respective companies or firms. If none of the business relationships hereinabove mentioned exist, then a statement to that effect.

Added by Laws 1974, c. 298, § 8, operative Aug. 1, 1974. Amended by Laws 2008, c. 212, § 1, emerg. eff. May 19, 2008.

§61-109. Late bids.

Any bid received by the awarding public agency or an officer or employee thereof, more than ninety-six (96) hours excluding Saturdays, Sundays and holidays before the time set for the opening of bids, or any bid so received after the time set for opening of bids, shall not be

considered by the awarding public agency and shall be returned unopened to the bidder submitting same.

Added by Laws 1974, c. 298, § 9, operative Aug. 1, 1974.

§61-110. Opening of bids.

All bids shall be sealed and opened only at the time and place mentioned in the bidding documents, and read aloud in the presence of an administrative officer of the awarding public agency. Such bid opening shall be open to the public and to all bidders.

Added by Laws 1974, c. 298, § 10, operative Aug. 1, 1974. Amended by Laws 2002, c. 294, § 16, eff. Nov. 1, 2002.

§61-111. Time for awarding of contract.

The awarding of a contract to the lowest responsible bidder or bidders shall be made within thirty (30) days after the opening of bids unless the governing body of the awarding public agency, by formal recorded action and for good cause shown, provides for a reasonable extension of that period, which extension period shall not in any event exceed fifteen (15) days where only state or local funds are involved, or not to exceed ninety (90) days on any award of contract for the construction of a public improvement where funds are utilized which are furnished by an agency of the United States Government. Upon mutual written agreement between the lowest responsible bidder or bidders and the awarding public agency, the Division or awarding public agency may extend the contract award period no more than one hundred twenty (120) days from the bid opening date.

Added by Laws 1974, c. 298, § 11, operative Aug. 1, 1974. Amended by Laws 2006, c. 271, § 17, eff. July 1, 2006; Laws 2015, c. 198, § 1, eff. Nov. 1, 2015.

§61-112. Bids, contracts, bonds open for public inspection.

All bids, both successful and unsuccessful, and all contracts and required bonds shall be placed on file and maintained in the main office of the awarding public agency for a period of five (5) years from the date of opening of bids or for a period of three (3) years from the date of completion of the contract, whichever is longer, shall be open to public inspection and shall be matters of public record.

Added by Laws 1974, c. 298, § 12, operative Aug. 1, 1974. Amended by Laws 1975, c. 266, § 7, emerg. eff. June 5, 1975.

§61-113. Execution of contract.

A. Except as otherwise provided by law, within the period of time, not to exceed sixty (60) days, specified in the bid notice by the awarding public agency, a contract embodying the terms set forth in the bidding documents shall be executed by the awarding public agency and the successful bidder. No bidder shall obtain any property right in a contract awarded under the provisions of the Public Competitive Bidding Act of 1974 until the contract has been fully executed by both the bidder and the awarding public agency.

B. Except as otherwise provided by law, within the period of time specified in subsection A of this section, the following shall be provided by the contractor to the awarding public agency for contracts exceeding Fifty Thousand Dollars (\$50,000.00):

1. **A bond or irrevocable letter of credit complying with the provisions of Section 1 of this title;**

2. **A bond in a sum equal to the contract price, with adequate surety, or an irrevocable letter of credit** containing terms prescribed by the Construction and Properties Division of the Office of Management and Enterprise Services **issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation** for the benefit of the state, on behalf of the awarding public agency, **in a sum equal to the contract price, to ensure the proper and prompt completion of the work in accordance with the provisions of the contract and bidding documents;**

3. **A bond in a sum equal to the contract price or an irrevocable letter of credit** containing terms as prescribed by the Division issued by a financial institution **insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation** for the benefit of the state, on behalf of the awarding public agency, **in a sum equal to the contract price, to protect the awarding public agency against defective workmanship and materials for a period of one (1) year after acceptance of the project;** and

4. **Public liability and workers' compensation insurance during construction in reasonable amounts.** A public agency may require the contractor to name the public agency and its architects or engineers, or both, as an additional assured under the public liability insurance, which requirement, if made, shall be specifically set forth in the bidding documents.

C. A single irrevocable letter of credit may be used to satisfy paragraphs 1, 2 and 3 of subsection B of this section, provided such single irrevocable letter of credit meets all applicable requirements of subsection B of this section.

If the contractor needs additional time in which to obtain the bond required pursuant to subsection B of this section, the contractor may request and the awarding agency may allow the contractor an additional sixty (60) days in which to obtain the bond.

D. 1. After the award of a contract, but prior to its execution, an awarding public agency, upon discovery of an administrative error in the award process that would void an otherwise valid award, may suspend the time of execution of the contract. The agency may rescind the award and re-advertise for bids, or may direct correction of the error and award the contract to the lowest responsible bidder, whichever shall be in the best interests of the state.

2. If the awarding public agency has a governing body, the agency shall, at the next regularly scheduled public business meeting of the governing body of the agency, upon the record, present to the governing body that an error has been made in the award process and shall state the nature of the error. The governing body, upon presentation of the facts of the error, may rescind the award and re-advertise for bids, or may direct correction of the error and award the contract to the lowest responsible bidder, whichever shall be in the best interests of the state.

E. No public agency shall require for any public construction project, nor shall any general contractor submit a project bid based on acquiring or participating in, any wrap-up, wrap-around, or controlled insurance program. For the purposes of this subsection, "wrap-up, wrap-around, or controlled insurance program" means any insurance program that has the effect of disabling or rendering inapplicable any workers' compensation, commercial general liability, builders' risk, completed operations, or excess liability insurance coverage carried by a subcontractor that is engaged or to be engaged on a public construction project unless this is a cost savings to the public or the need exists for a specialized or complex insurance program and shall not apply to contracts less than Seventy-five Million Dollars (\$75,000,000.00).

F. This act shall not apply to the public construction projects of constitutional agencies which had authorized a wrap-up, wrap-around, or controlled insurance program on or before April 11, 2000.

Added by Laws 1974, c. 298, § 13, operative Aug. 1, 1974. Amended by Laws 1975, c. 266, § 8, emerg. eff. June 5, 1975; Laws 1986, c. 110, § 3, emerg. eff. April 9, 1986; Laws 1987, c. 26, § 1, eff. Nov. 1, 1987; Laws 1987, c. 191, § 12, operative July 1, 1987; Laws 1992, c. 239, § 3, emerg. eff. May 19, 1992; Laws 1998, c. 365, § 4, eff. July 1, 1998; Laws 2000, c. 46, § 1, emerg. eff. April 11, 2000; Laws 2000, c. 363, § 10, emerg. eff. June 6, 2000; Laws 2001, c. 298, § 3, emerg. eff. May 31, 2001; Laws 2002, c. 294, § 17, eff. Nov. 1, 2002; Laws 2004, c. 299, § 1, eff. Nov. 1, 2004; Laws 2006, c. 271, § 18, eff. July 1, 2006; Laws 2011, c. 362, § 2, eff. Nov. 1, 2011; Laws 2012, c. 304, § 314.

§61-113.3. Interest - Rate.

When interest is due the contractor, all awarding public agencies, other than school districts, shall pay to the contractor interest at the rate of one and one-half percent (1 1/2%) per month of the final payment due the contractor. When interest is due to the contractor, school districts shall pay to the contractor interest at the rate of three fourths percent (3/4%) per month of the final payment due the contractor. For lump sum contracts the interest shall commence thirty (30) days after the work under the contract has been completed and accepted and all required material certifications and other documentation required by the contract have been furnished the awarding public agency by the contractor, and shall run until the date when the final payment or estimate is tendered to the contractor.

For contracts bid by unit prices the interest shall commence sixty (60) days after the above conditions are satisfied. When contract quantities or the final payment amount is in dispute, the interest-bearing period shall be suspended until the conclusion of arbitration and settlement of the dispute.

Added by Laws 1977, c. 74, § 4, eff. Oct. 1, 1977. Amended by Laws 2006, c. 271, § 20, eff. July 1, 2006.

§61-114. Conflict of interest.

The chief administrative officer and members of the governing body of the awarding public agency authorizing or awarding or supervising the execution of a public construction contract, and their relatives within the third degree of consanguinity or affinity, are forbidden to be interested directly or indirectly through stock ownership, partnership interest or otherwise in any such contract. Contracts entered into in violation of this section shall be void. Persons willfully violating this section shall be guilty of a felony and shall be subject to removal from office.

Added by Laws 1974, c. 298, § 14, operative Aug. 1, 1974. Amended by Laws 1997, c. 133, § 515, eff. July 1, 1999.

NOTE: Laws 1998, 1st Ex.Sess., c. 2, § 23 amended the effective date of Laws 1997, c. 133, § 515 from July 1, 1998, to July 1, 1999.

§61-115. Collusion among bidders or material suppliers.

Any agreement or collusion among bidders, prospective bidders or material suppliers in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from

bidding, or otherwise, shall render the bids of such bidders void. Persons willfully violating this section shall be guilty of a felony. **Each bidder shall accompany the bid with a sworn statement that the bidder has not been a party to any such agreement.** The form of the statement shall be substantially as provided in Section 85.22 of Title 74 of the Oklahoma Statutes, but modified in wording to refer to the appropriate public agency requesting bids. Added by Laws 1974, c. 298, § 15, operative Aug. 1, 1974. Amended by Laws 1980, c. 339, § 1, emerg. eff. June 25, 1980; Laws 1997, c. 133, § 516, eff. July 1, 1999; Laws 2002, c. 294, § 18, eff. Nov. 1, 2002; Laws 2008, c. 212, § 2, emerg. eff. May 19, 2008.
NOTE: Laws 1998, 1st Ex. Sess., c. 2, § 23 amended the effective date of Laws 1997, c. 133, § 516 from July 1, 1998, to July 1, 1999.

§61-116. Disclosure of terms of bids - Public agency engineering estimates.

A. Any disclosure by an employee of a public agency of the terms of a bid submitted in response to a bid notice issued by a public agency in advance of the time set for opening of all bids so submitted shall be unlawful. It shall also be unlawful for any person to solicit, possess or receive information which is to be contained in a bid notice of a public agency, for use in preparing a bid, in advance of the date on which said bid notice is to be made equally and uniformly known to all prospective bidders and the public, and it shall further be unlawful for any employee of a public agency to withhold or impede the distribution of said information after notice of the bid has been given, unless the solicitation of bids has been withdrawn or the particular information in question has been deleted or replaced through alteration of the bid notice and said withdrawal or alteration has been made equally and uniformly known. Any violation of this subsection shall be a felony and shall render the proceedings void and require solicitation and award anew.

B. The estimate of the actual cost of the project made by the public agency, construction manager or consultant for the agency shall not be considered confidential and shall be available to the public in accordance with the Oklahoma Open Records Act.
Added by Laws 1974, c. 298, § 16, operative Aug. 1, 1974. Amended by Laws 1976, c. 79, § 1, emerg. eff. May 3, 1976; Laws 1992, c. 239, § 4, emerg. eff. May 19, 1992; Laws 1997, c. 133, § 517, eff. July 1, 1999; Laws 1999, c. 341, § 2, eff. Nov. 1, 1999; Laws 2000, c. 66, § 1, emerg. eff. April 14, 2000; Laws 2002, c. 294, § 19, eff. Nov. 1, 2002; Laws 2006, c. 271, § 21, eff. July 1, 2006.

NOTE: Laws 1998, 1st Ex. Sess., c. 2, § 23 amended the effective date of Laws 1997, c. 133, § 517 from July 1, 1998, to July 1, 1999.

§61-117. Award to other than lowest bidder.

If an award is made to other than the lowest bidder, the awarding public agency shall accompany its action with a publicized statement setting forth the reason for its action. Such statement shall be placed on file, open to public inspection and be a matter of public record.
Added by Laws 1974, c. 298, § 17, operative Aug. 1, 1974.

§61-118. Prequalification of bidders.

A. In order to determine the responsibility of bidders, the awarding public agency may require prospective bidders, general contractors, subcontractors and material suppliers to prequalify as responsible bidders prior to submitting bids on a public construction contract.

Prequalification to bid or perform work pursuant to this section does not constitute a license. Except as provided in subsection B of this section, prequalification shall not serve as a substitute for a license otherwise required by law. Notice of any such prequalification requirement shall be made equally and uniformly known by the awarding public agency to all prospective bidders and the public in the same manner as proposals to award public construction contracts as set forth in Section 104 of this title. Financial information including, but not limited to, audited financial statements required by the awarding public agency as part of prequalification shall remain confidential.

B. The Oklahoma Transportation Commission and the Oklahoma Transportation Authority may establish a system for prequalifying prospective bidders on construction and maintenance contracts to be awarded by the Commission or Authority. The Commission and the Authority shall be the sole judge of the qualifications of prospective bidders and shall ascertain, to their exclusive satisfaction, the qualifications of each prequalified bidder. Any contractor or subcontractor prequalified as of the effective date of this act performing signing, highway lighting, or traffic signal installation or maintenance for the Oklahoma Department of Transportation or the Oklahoma Transportation Authority shall be allowed to continue to bid and perform such work without obtaining any additional license from this state or any political subdivision of this state. However, no contractor or subcontractor may transfer, convey or assign this exemption to any other person or entity.

Added by Laws 1974, c. 298, § 18, operative Aug. 1, 1974. Amended by Laws 1992, c. 239, § 5, emerg. eff. May 19, 1992; Laws 1994, c. 203, § 2, eff. July 1, 1994; Laws 2000, c. 66, § 2, emerg. eff. April 14, 2000; Laws 2002, c. 294, § 20, eff. Nov. 1, 2002; Laws 2008, c. 212, § 3, emerg. eff. May 19, 2008.

Due to the unique nature of this project and presence of federal-aid funding, prospective bidders/offers must be pre-approved/pre-qualified to perform federal-aid work with the Arkansas Department of Transportation, Missouri Department of Transportation, Kansas Department of Transportation, and/or the Oklahoma Department of Transportation. Additionally, the prospective bidders/offers must be in good standing with the State transportation department(s) that pre-approved/pre-qualified the Contractor.

§61-119. Rejection of bids.

By majority action of the governing board of the awarding public agency or the chief administering officer of an awarding public agency without a governing board, the awarding public agency shall have the right to reject any or all bids and solicit bidders again as herein provided if, in the opinion of the governing body of the public agency, the best interests of the people of the State of Oklahoma would be best served by so doing.

Added by Laws 1974, c. 298, § 19, operative Aug. 1, 1974. Amended by Laws 2002, c. 294, § 21, eff. Nov. 1, 2002.

§61-119.1. Certain contract to be negotiated when no bid is received.

A. If no timely bid is received after bid notices have been published on any proposed public construction contract which does not exceed Fifty Thousand Dollars (\$50,000.00):

1. The governing body of a county, city, town or school district may direct its employees or agents to negotiate the contract with a prospective contractor; or

2. The state agency as defined in Section 202 of this title, shall request the State Construction Administrator of the Construction and Properties Division to negotiate a contract on its behalf.

B. The amount of a contract which may be awarded by the governing body pursuant to this section shall not exceed Fifty Thousand Dollars (\$50,000.00) and the work to be performed shall be as specified in the initial bidding documents. The contract shall be executed within six (6) months after the date initially set for opening of bids. The contract and contract procedure shall conform to all other applicable provisions of the Public Competitive Bidding Act of 1974. Added by Laws 1980, c. 339, § 3, emerg. eff. June 25, 1980. Amended by Laws 1992, c. 9, § 1, eff. July 1, 1992; Laws 2006, c. 271, § 22, eff. July 1, 2006.

§61-120. Assignment of contracts.

No public construction contract shall be assignable by the successful bidder without written consent of the governing body of the awarding public agency, evidenced by resolution. In no event shall such a contract be assigned to a bidder who was declared by the awarding public agency not to be a responsible bidder in the consideration of bids received for the particular contract.

Added by Laws 1974, c. 298, § 20, operative Aug. 1, 1974.

§61-121. Change orders or addenda.

A. Change orders or addenda to public construction contracts of One Million Dollars (\$1,000,000.00) or less shall not exceed a fifteen percent (15%) cumulative increase in the original contract amount.

B. Change orders or addenda to public construction contracts of over One Million Dollars (\$1,000,000.00) shall not exceed the greater of One Hundred Fifty Thousand Dollars (\$150,000.00) or a ten percent (10%) cumulative increase in the original contract amount.

C. Change orders or cumulative change orders which exceed the limits of subsection A or B of this section shall require a re-advertising for bids on the incomplete portions of the contract.

D. If the awarding public agency does not have a governing body, the chief administrative officer of the awarding public agency shall approve change orders. The State Construction Administrator of the Construction and Properties Division of the Office of Management and Enterprise Services, or the Administrator's designee, shall sign and execute all contracts and change orders, as they relate to state agencies.

E. If the awarding public agency has a governing body, all change orders shall be formally approved by the governing body of the awarding public agency and the reasons for approval recorded in the permanent records of the governing body. The governing body of a municipality or technology center may delegate approval of change orders up to Forty Thousand Dollars (\$40,000.00) or ten percent (10%) of any contract, whichever is less, to the chief administrative officer of the municipality or technology center or their designee, with any approved change orders reported to the governing body at the next regularly scheduled meeting.

F. The governing body of the Oklahoma Tourism and Recreation Department is authorized, upon approval of a majority of all of the members of the Oklahoma Tourism and Recreation Commission, to delegate to the Director of the agency the authority to approve change orders on a construction contract provided that the individual change order does not exceed Twenty-five Thousand Dollars (\$25,000.00) in expenditure and complies with the limits

established by this section. The Administrator of the Division shall sign and execute all contracts and change orders.

G. The Transportation Commission may, by rule, authorize the Director of the Department of Transportation to approve change orders in an amount of not to exceed Five Hundred Thousand Dollars (\$500,000.00). Change orders approved by the Director shall be presented to the Transportation Commission during the next regular meeting and the reasons therefor recorded in the permanent records. The Oklahoma Turnpike Authority may authorize the Director of the Authority to approve change orders in an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00). Change orders approved by the Director of the Authority shall be presented to the Authority during the next regular meeting and the reasons for the orders recorded in permanent records.

H. All change orders for the Department of Transportation or the Authority shall contain a unit price and total for each of the following items:

1. All materials with cost per item;
2. Itemization of all labor with number of hours per operation and cost per hour;
3. Itemization of all equipment with the type of equipment, number of each type, cost per hour for each type, and number of hours of actual operation for each type;
4. Itemization of insurance cost, bond cost, social security, taxes, workers' compensation, employee fringe benefits and overhead cost; and
5. Profit for the contractor.

I. 1. If a construction contract contains unit pricing, and the change order pertains to the unit price, the change order will not be subject to subsection A or B of this section.

2. When the unit price change does not exceed Twenty Thousand Dollars (\$20,000.00), the unit price change order computation may be based on an acceptable unit price basis in lieu of cost itemization as required in paragraphs 1, 2, 3, 4 and 5 of subsection H of this section.

3. When the unit price change exceeds Twenty Thousand Dollars (\$20,000.00), any unit price for a new item established at or below the average eighteen-month-price history for the new item may be used in lieu of cost itemization as required in paragraphs 1, 2, 3, 4 and 5 of subsection H of this section.

J. Alternates or add items bid with the original bid and contained in the awarded contract as options of the awarding public agency shall not be construed as change orders under the provisions of the Public Competitive Bidding Act of 1974.

Added by Laws 1974, c. 298, § 21, operative Aug. 1, 1974. Amended by Laws 1975, c. 266, § 9, emerg. eff. June 5, 1975; Laws 1989, c. 164, § 1, emerg. eff. May 8, 1989; Laws 1993, c. 293, § 2, emerg. eff. June 3, 1993; Laws 1995, c. 200, § 3, emerg. eff. May 19, 1995; Laws 1997, c. 72, § 1, eff. Nov. 1, 1997; Laws 1998, c. 118, § 1, eff. July 1, 1998; Laws 2000, c. 363, § 11, emerg. eff. June 6, 2000; Laws 2002, c. 294, § 22, eff. Nov. 1, 2002; Laws 2004, c. 328, § 2, eff. July 1, 2004; Laws 2006, c. 271, § 23, eff. July 1, 2006; Laws 2009, c. 257, § 3, eff. Nov. 1, 2009; Laws 2011, c. 112, § 1, eff. Nov. 1, 2011; Laws 2012, c. 304, § 315; Laws 2013, c. 170, § 1, eff. Nov. 1, 2013.

§61-122. Taxpayer suits to enjoin execution of unlawful contracts.

Any taxpayer of the State of Oklahoma, or any bona fide unsuccessful bidder on a particular public construction contract, within ten (10) days after any such contract has been executed, is empowered to bring suit in the district court of the county where the work, or the

major part of it, is to be done to enjoin the performance of such contract if entered into in violation of the provisions of this act.

Added by Laws 1974, c. 298, § 22, operative Aug. 1, 1974.

§61-123. Supervisor's certification to accompany invoices - Exception.

A. All statements or invoices submitted to the awarding public agency for work performed shall contain a certification by the supervising architect or engineer, or other supervisory official if no supervisory architect or engineer is employed for the project, that work for which payment is claimed has been performed and that such work conforms to the plans and specifications for the project. No such statement or invoice shall be paid by the awarding public agency without such certification. The execution of a certificate, as herein provided, shall not constitute a defense or in any other manner affect any cause or causes of action which the awarding public agency might otherwise have against the contractor for nonperformance of a public construction contract.

B. If project progressive payments are based on the public agency's estimated quantities of materials provided and work performed, certifications are not required. Payment of progressive estimates shall not constitute a defense or in any manner affect any cause or causes of action which the awarding public agency might have against the contractor for failure to properly perform in accordance with the project contract, plans, specifications, or special provisions. Final estimates shall contain a sworn certification signed by the contractor that the work performed and the material provided conform to the requirements of the contract, plans, specifications, and special provisions.

Added by Laws 1974, c. 298, § 23, operative Aug. 1, 1974. Amended by Laws 2006, c. 271, § 24, eff. July 1, 2006; Laws 2007, c. 263, § 1, eff. Nov. 1, 2007.

§61-124. Inspections.

The awarding public agency shall make provision for the inspection of projects prior to acceptance by the said agency and shall approve claims for payment only after proper inspection has been made as provided in the plans and specifications for said project.

Added by Laws 1974, c. 298, § 24, operative Aug. 1, 1974.

§61-125. Accounting procedure.

The Director of the Office of Management and Enterprise Services shall prescribe the accounting procedure to be followed to pay costs and payments to contractors on public construction contracts with state agencies. The Director of the Office of Management and Enterprise Services is directed to include any procedures necessary to provide accountability for state funds and funds furnished by an agency of the United States Government.

Added by Laws 1974, c. 298, § 25, operative Aug. 1, 1974. Amended by Laws 2012, c. 304, § 316.

§61-131. Splitting of contracts - Punishment and fine.

No contract shall be split into partial contracts for the purpose of avoiding the requirements of this act. All such partial contracts shall be void. Any person who knowingly violates the provisions of this section shall, upon conviction, be guilty of a misdemeanor punishable by

imprisonment in the county jail for not more than one (1) year, or by a fine of not more than One Thousand Dollars (\$1,000.00), or by both such fine and imprisonment.

Added by Laws 1974, c. 298, § 31, operative Aug. 1, 1974. Amended by Laws 1979, c. 28, § 2, emerg. eff. April 3, 1979; Laws 1998, c. 365, § 5, eff. July 1, 1998; Laws 2000, c. 363, § 13, emerg. eff. June 6, 2000; Laws 2006, c. 78, § 1, eff. Nov. 1, 2006; Laws 2006, c. 271, § 26, eff. July 1, 2006.

§61-133. Law governing.

If a statute, charter or general ordinance provides more stringent standards or procedures than those provided by this act, then the statute, charter or general ordinance shall prevail.

Added by Laws 1974, c. 298, § 33, operative Aug. 1, 1974.

§61-134. Insurance or bond to be secured from carrier licensed in Oklahoma.

Any insurance or bond required by this act shall be secured from an insurance or indemnity carrier licensed to do business in the State of Oklahoma.

Added by Laws 1974, c. 298, § 34, operative Aug. 1, 1974. Amended by Laws 1975, c. 266, § 11, emerg. eff. June 5, 1975.

§61-135. Public agencies or officers not to exert influence in procuring particular bond or insurance.

A. No public agency, nor any officer, agent or employee thereof, nor any person acting or purporting to act on behalf of such public agency or an officer, agent or employee thereof, shall, with respect to any public construction contract require or attempt to require a contractor or any subcontractor to make application to or to procure or obtain from a particular insurance or surety company, agent or broker, any of the bonds or insurance required by this act.

B. Any provisions in a public construction contract or in the bidding documents in conflict herewith are hereby declared to be contrary to the public policy of this state and thereby void.

C. Any person who violates this section shall, upon conviction, be deemed guilty of a misdemeanor.

Added by Laws 1975, c. 266, § 12, emerg. eff. June 5, 1975.

§61-136. Conflicts with federal rules and regulations - Laws governing.

In the event any provision of this act conflicts with or is inconsistent in any manner with the rules and regulations of any agency of the United States Government, which is providing all or any portion of the funds used to finance any public construction contract, the rules and regulations of said agency of the United States Government shall supersede and take precedence over such portion or portions of this act in conflict or inconsistent therewith, it being the intent of the Legislature to secure all of the benefits available to the people of the State of Oklahoma from federally assisted programs.

Added by Laws 1975, c. 266, § 13, emerg. eff. June 5, 1975.

46.105 Contractor Responsibilities

(a) The contractor is responsible for carrying out its obligations under the contract by--

- (1) Controlling the quality of supplies or services;
- (2) Tendering to the COUNTY OFFICIAL(S) for acceptance only those supplies or services that conform to contract requirements;
- (3) Ensuring that vendors or suppliers of raw materials, parts, components, subassemblies, etc., have an acceptable quality control system; and
- (4) Maintaining substantiating evidence, when required by the contract, that the supplies or services conform to contract quality requirements, and furnishing such information to the COUNTY OFFICIAL(S) as required.

(b) The contractor may be required to provide and maintain an inspection system or program for the control of quality that is acceptable to the COUNTY(S).

(c) The control of quality by the contractor will relate to, but is not limited to--

- (1) Manufacturing processes, to ensure that the product is produced to, and meets, the contract's technical requirements;
- (2) Drawings, specifications, and engineering changes, to ensure that manufacturing methods and operations meet the contract's technical requirements;
- (3) Testing and examination, to ensure that practices and equipment provide the means for optimum evaluation of the characteristics subject to inspection;
- (4) Reliability and maintainability assessment (life, endurance, and continued readiness);
- (5) Fabrication and delivery of products, to ensure that only conforming products are tendered to the COUNTY OFFICIAL(S);
- (6) Technical documentation, including drawings, specifications, handbooks, manuals, and other technical publications;
- (7) Preservation, packaging, packing, and marking; and
- (8) Procedures and processes for services to ensure that services meet contract performance requirements.

(d) The contractor is responsible for performing all inspections and test required by the contract except those specifically reserved for performance by the COUNTY OFFICIAL(S).

(a) The Contractor agrees to give preferences to Indians who can perform the work required regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation for training and employment opportunities under this contract and, to the extent feasible consistent with the efficient performance of this contract, training and employment preferences and opportunities shall be provided to Indians regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation who are not fully qualified to perform under this contract. The Contractor also agrees to give preference to Indian organizations and Indian-owned economic enterprises in the awarding of any subcontracts consistent with the efficient performance of this contract. The Contractor shall maintain such records as are necessary to indicate compliance with this paragraph.

(b) In connection with the Indian employment preference requirements of this clause, the Contractor shall also provide opportunities for training incident to such employment. Such training shall include on-the-job, classroom, or apprenticeship training which is designed to increase the vocational effectiveness of an Indian employee.

(c) If the Contractor is unable to fill its training and employment needs after giving full consideration to Indians as required by this clause, those needs may be satisfied by selection of persons other than Indians in accordance with the clause of this contract entitled "Equal Opportunity."

(d) If no Indian organizations or Indian-owned economic enterprises are available for awarding of subcontracts in connection with the work performed under this contract, the Contractor agrees to comply with the provisions of this contract involving utilization of small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, or labor surplus area concerns.

(e) As used in this clause:

(1) "Indian" means a person who is a member of an Indian Tribe. If the Contractor has reason to doubt that a person seeking employment preference is an Indian, the contractor shall grant the preference but shall require the individual within thirty (30) days to provide evidence from the Tribe concerned that the person is a member of that Tribe.

(2) "Indian organization" means the governing body of any Indian Tribe or entity established or recognized by such governing body in accordance with the Indian Financing Act of 1974 (88 Stat. 77; 25 U.S.C. 1451); and

(3) "Indian-owned economic enterprise" means any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit provided that such Indian ownership shall constitute not less than 51 percent of the enterprise.

(4) “Indian Tribe” means an Indian Tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 668; 43 U.S.C. 1601) which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

(f) The Contractor agrees to include the provisions of the clause including this paragraph (f) in each subcontract awarded under this contract.

(g) In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the COUNTY OFFICIAL and the work completed in a manner determined by the COUNTY OFFICIAL to be in the best interests of the COUNTY.

(a) In addition to the requirements of the clause of this contract entitled "Indian Preference - Department of the Interior," the Contractor agrees to establish and conduct an Indian preference program which will expand the opportunities for Indian organizations and Indian-owned economic enterprises to receive a preference in the awarding of subcontracts and which will expand opportunities for Indians to receive preference for training and employment in connection with the work to be performed under this contract. In this connection, the Contractor shall -

(1) Designate a liaison officer who will:

(i) Maintain liaison with the COUNTY and Tribe(s) on Indian preference matters;

(ii) Supervise compliance with the provisions of this clause; and

(iii) Administer the Contractor's Indian preference program.

(2) Advise its recruitment sources in writing and include a statement in all advertisements for employment that Indian applicants will be given preference in employment and training incident to such employment.

(3) Not less than twenty (20) calendar days prior to commencement of work under this contract, post a written notice in the Tribal office of any reservations on which or near where the work under this contract is to be performed, which sets forth the Contractor's employment needs and related training opportunities. The notice shall include the approximate number and types of employees needed, the approximate dates of employment; the experience or special skills required for employment, if any; training opportunities available; and all other pertinent information necessary to advise prospective employees of any other employment requirements. The Contractor shall also request the Tribe(s) on or near whose reservation(s) the work is to be performed to provide assistance to the Contractor in filling its employment needs and training opportunities. The COUNTY OFFICIAL(S) will advise the Contractor of the name, location, and phone number of the Tribal officials to contact in regard to the posting of notices and requests for Tribal assistance.

(4) Establish and conduct a subcontracting program which gives preference to Indian organizations and Indian-owned economic enterprises as subcontractors and suppliers under this contract. Consistent with the efficient performance of this contract, the Contractor shall give public notice of existing subcontracting opportunities by soliciting bids or proposals only from Indian organizations or Indian-owned economic enterprises. The Contractor shall request assistance and information on Indian firms qualified as suppliers or subcontractors from the Tribe(s) on or near whose reservation(s) the work under the contract is to be performed. The COUNTY OFFICIAL(S) will advise the Contractor of the name, location, and phone number of the Tribal officials to be contacted in regard to the request for assistance and information. Public notices and solicitations for existing subcontracting opportunities shall provide an equitable opportunity for Indian firms to submit bids or proposals by including -

(i) A clear description of the supplies or services required including quantities, specifications, and delivery schedules which facilitate the participation of Indian firms;

- (ii) A statement indicating the preference will be given to Indian organizations and Indian-owned economic enterprises in accordance with Section 7(b) of Public Law 93-638; (88 Stat. 2205; 25 U.S.C. 450e(b));
 - (iii) Definitions for the terms "Indian organization" and "Indian-owned economic enterprise" as prescribed under the "Indian Preference - Department of the Interior" clause of this contract;
 - (iv) A representation to be completed by the bidder or offeror that it is an Indian organization or Indian-owned economic enterprise; and
 - (v) A closing date for receipt of bids or proposals which provides sufficient time for preparation and submission of a bid or proposal. If after soliciting bids from Indian organizations and Indian-owned economic enterprises, no responsible bid is received, the Contractor shall comply with the requirements of paragraph (d) of the "Indian Preference - Department of the Interior" clause of this contract. If one or more responsible bids are received, award shall be made to the low responsible bidder if the bid price is determined to be reasonable. If the low responsive bid is determined to be unreasonable as to price, the Contractor shall attempt to negotiate a reasonable price and award a subcontract. If a reasonable price cannot be agreed upon, the Contractor shall comply with the requirements of paragraph (d) of the "Indian Preference - Department of the Interior" clause of the contract.
- (5) Maintain written records under this contract which indicate:
- (i) The names and addresses of all Indians seeking employment for each employment position available under this contract;
 - (ii) The number and types of positions filled by Indians and non-Indians, and the name, address and position of each Indian employed under this contract;
 - (iii) For those positions where there are both Indian and non-Indian applicants, and a non-Indian is selected for employment, the reason(s) why the Indian applicant was not selected;
 - (iv) Actions taken to give preference to Indian organizations and Indian-owned economic enterprises for subcontracting opportunities which exist under this contract;
 - (v) Reasons why preference was not given to Indian firms as subcontractors or suppliers for each requirement where it was determined by the Contractor that such preference would not be consistent with the efficient performance of the contract, and
 - (vi) The names and addresses of all Indian organizations and Indian-owned economic enterprises contacted, and receiving subcontract awards under this contract.
- (6) The Contractor shall submit to the COUNTY OFFICIAL(S) for approval a semiannual report which summarizes the Contractor's Indian preference program and indicates the number and types of available positions filled and dollar amounts of all subcontracts awarded to Indian organizations and Indian-owned economic enterprises and all other firms.
- (7) Records maintained pursuant to this clause will be kept available for review by the COUNTY until expiration of one (1) year after final payment under this contract, or for such longer period as may be required by any other clause of this contract or by applicable law or regulation.

(b) For purpose of this clause, the following definitions of terms shall apply:

(1) The terms "Indian," "Indian Tribe," "Indian Organization, and "Indian-owned economic enterprise" are defined in the clause of this contract entitled "Indian Preference."

(2) "Indian reservation" includes Indian reservations, public domain Indian allotments, former Indian reservations on Oklahoma, and land held by incorporated Native groups, regional corporations, and village corporations under the provisions of the Alaska Native Claims Settlement Act, (85 Stat. 688; 43 U.S.C. 1601 *et seq.*).

(3) "On or near an Indian Reservation" means on a reservation or reservations or within that area surrounding an Indian reservation(s) where a person seeking employment could reasonably be expected to commute to and from in the course of a work day.

(c) Nothing in the requirements of this clause shall be interpreted to preclude Indian Tribes from independently developing and enforcing their own Indian preference requirements. Such requirements must not hinder the COUNTY's right to award contracts and to administer their provisions.

(d) The Contractor agrees to include the provisions of this clause including this paragraph (d) in each subcontract awarded under this contract and to notify the COUNTY OFFICIAL(S) of such subcontracts.

(e) In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the COUNTY OFFICIAL(S) and the work completed in a manner determined by the COUNTY OFFICIAL(S) to be in the best interest of the COUNTY.

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Contract Clause 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the COUNTY to collect and report on any delinquent amounts arising out of the offeror’s relationship with the COUNTY (31 U.S.C. 7701(c) (3)). If the resulting contract is subject to the payment reporting requirements described in CONTRACT CLAUSE 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(d) Taxpayer Identification Number (TIN).

- ☐ TIN: _____.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
 - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);

- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(f) Common parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:

Name _____

TIN _____

52.211-10 Commencement, Prosecution, and Completion of Work (Apr 1984)

The Contractor shall be required to

(a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed,

(b) prosecute the work diligently, and

(c) complete the entire work ready for use not later than **300** Calendar Days after receiving the Notice to Proceed.

* The time stated for completion shall include final cleanup of the premises.

* The COUNTY OFFICIAL(S) shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

52.211-12

Liquidated Damages – Construction (Sept 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the COUNTY in the amount of **\$2,200.00** for each calendar day of delay until the work is completed or accepted.

(b) If the COUNTY terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

52.211-13**Time Extensions (SEPT 2000)**

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

52.211-18**Variation in Estimated Quantity (APR 1984)**

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity.

If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the COUNTY OFFICIAL(S) within 10 days from the beginning of the delay, or within such further period as may be granted by the COUNTY OFFICIAL(S) before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the COUNTY OFFICIAL(S) shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the COUNTY OFFICIAL(S), is justified.

52.214-18

Preparation of Bids – Construction (Apr 1984)

(a) Bids must be --

(1) Submitted on the forms furnished by the COUNTY or on copies of those forms, and

(2) *Manually signed*. The person signing a bid must initial each erasure or change appearing on any bid form.

(b) The bid form may require bidders to submit bid prices for one or more items on various bases, including --

(1) Lump sum bidding;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of subparagraphs (1) through (3) above.

(c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words “no bid” in the space provided for any item on which no price is submitted.

(d) Alternate bids will not be considered unless this solicitation authorizes their submission.

52.222-06

Construction Wage Rate Requirements, Davis Bacon Act (MAY 2014)

(a) Definition.—“Site of the work”—

(1) Means—

(i) The primary site of the work. The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) The secondary site of the work, if any. Any other site where a significant portion of the building or work is constructed, provided that such site is—

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the “primary site of the work” as defined in paragraph (a) (1) (i), or the “secondary site of the work” as defined in paragraph (a) (1) (ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the “site of the work.” Such permanent, previously established facilities are not a part of the “site of the work” even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)

(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or

work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b) (2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. 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.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Construction Wage Rate Requirements (Davis-Bacon Act) poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)

(1) The COUNTY OFFICIAL(S) shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The COUNTY OFFICIAL(S) shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

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

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

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

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the COUNTY OFFICIAL(S) 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 COUNTY OFFICIAL(S) to the Administrator of the:

Wage and Hour Division

Employment Standards Administration

U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the COUNTY OFFICIAL(S) or will notify the COUNTY OFFICIAL(S) within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the COUNTY OFFICIAL(S) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the COUNTY OFFICIAL(S) shall refer the questions, including the views of all interested parties and the recommendation of the COUNTY OFFICIAL(S), to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the COUNTY OFFICIAL(S) or will notify the COUNTY OFFICIAL(S) within the 30-day period that additional time is necessary.

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

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

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Construction Wage Rate Requirements statute 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.

The COUNTY OFFICIAL(S) shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other federally assisted contract subject to prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the COUNTY OFFICIAL(S) 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.

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. **Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents** thereof of the types described in 40 U.S.C. 3141(2) (B) (Construction Wage Rate Requirement statute)), **daily and weekly number of hours worked, deductions made, and actual wages paid.** Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Construction Wage Rate Requirements, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2) (B), the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)

(1) **The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the COUNTY OFFICIAL(S).** The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be obtained from the U.S. Department of Labor Wage and Hour Division website at <http://www.dol.gov/whd/forms/wh347.pdf>. **The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.** Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the COUNTY OFFICIAL(S), the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Prime Contractor to require a subcontractor to provide addresses and social security numbers to the Prime Contractor for its own records, without weekly submission to the COUNTY OFFICIAL(S).

(2) **Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify—**

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

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

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

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

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the COUNTY OFFICIAL(S) or authorized representatives or the Department of Labor. **The Contractor or subcontractor shall permit the COUNTY OFFICIAL(S) or the Department of Labor to interview employees during working hours on the job.** If the Contractor or subcontractor fails to submit required records or to make them available, the COUNTY OFFICIAL(S) may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. 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.

52.222-09

Apprentices and Trainees. (JULY 2005)

(a) Apprentices.

(1) An apprentice will be permitted to work at less than the predetermined rate for the work performed when employed—

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.

(3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a) (1) of this clause, shall be paid not less than the applicable 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.

(4) Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

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

(6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees.

(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 U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor

Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

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

(3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

52.222-10

**Compliance with Copeland Act Requirements
(FEB 1988)**

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

29 CFR Part 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

29 CFR 3.1 - Purpose and scope.

This part prescribes “anti-kickback” regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

29 CFR 3.2 – Definitions.

(a) The terms *building* or *work* generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a *building* or *work* within the meaning of the regulations in this part.

(b) The terms *construction*, *prosecution*, *completion*, or *repair* mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms *public building* or *public work* include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term *building or work financed in whole or in part by loans or grants from the United States* includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is *employed* and receiving *wages*, regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term *any affiliated person* includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term *Federal agency* means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

29 CFR 3.3 - Weekly statement with respect to payment of wages.

(a) As used in this section, the term *employee* shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this title during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on the back of Form WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Copies of Form WH 347 may be obtained from the COUNTY contracting or sponsoring agency or from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

29 CFR 3.4 - Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under § 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the COUNTY OFFICIAL or his authorized representative, and by authorized representatives of the Department of Labor.

29 CFR 3.5 - Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A *bona fide prepayment of wages* is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however*, That the following standards are met:

(1) The deduction is not otherwise prohibited by law;

(2) It is either:

(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or

(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;

(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and

(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however,* That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under § 516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

29 CFR 3.6 - Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under § 3.5. The Secretary may grant permission whenever he finds that:

- (a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;
- (b) The deduction is not otherwise prohibited by law;
- (c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and
- (d) The deduction serves the convenience and interest of the employee.

29 CFR 3.7 - Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under § 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

- (a) The application shall be in writing and shall be addressed to the Secretary of Labor.
- (b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of § 3.6, and specifies any conditions which have changed in regard to the payroll deductions.
- (c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of § 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
- (d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.
- (e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

29 CFR 3.8 - Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of § 3.6; and shall notify the applicant in writing of his decision.

29 CFR 3.9 - Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under § 3.6 are prohibited.

29 CFR 3.10 - Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

29 CFR 3.11 - Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see § 5.5(a) of this subtitle.

52.222-11

Subcontracts (Labor Standards) (May 2014)

(a) *Definition.* “Construction, alteration or repair,” as used in this clause means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation—

- (1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;
- (2) Painting and decorating;
- (3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;
- (4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a) (1) (i) and (ii) of the “site of the work” as defined in the CONTRACT CLAUSE at 52.222-6, Construction Wage Rate Requirements of this contract, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the “site of the work” definition; and
- (5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the “site of the work” definition in paragraph (a) (1) (ii) of the CONTRACT CLAUSE at 52.222-6, Construction Wage Rate Requirements, and the physical place or places where the building or work will remain (paragraph (a) (1) (i) of the CONTRACT CLAUSE at 52.222-6, in the “site of the work” definition).

(b) The Contractor or subcontractor shall insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled—

- (1) Indian Preference
- (2) Indian Preference Program
- (3) Contract Work Hours and Safety Standards -- Overtime Compensation
(if the clause is included in prime contract);
- (4) Construction Wage Rate Requirements, Davis Bacon;
- (5) Withholding of Funds;
- (6) Payrolls and Basic Records;
- (7) Compliance with Copeland Act Requirements;
- (8) Subcontracts (Labor Standards);
- (9) Contract Termination – Debarment;
- (10) Compliance with Construction Wage Rate Requirements and Related Regulations;
- (11) Disputes Concerning Labor Standards; and
- (12) Certification of Eligibility.

(c) The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b).

(d)

(1) Within 21 days after receipt of the Notice of Award, the Contractor shall deliver to the COUNTY OFFICIAL(S) a completed Statement and Acknowledgment Form, for each subcontract for construction within the United States, including the subcontractor’s signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the COUNTY OFFICIAL(S) an updated completed Statement and Acknowledgment Form for such additional subcontract.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.

52.222-15**Certification of Eligibility (MAY 2014)**

- (a) By entering into this contract, the Contractor certifies that neither it nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded COUNTY contracts by virtue of 40 U.S.C. 3144(b) (2) or 29 CFR 5.12(a) (1).
- (b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a COUNTY contract by virtue of 40 U.S.C. 3144(b) (2) or 29 CFR 5.12(a) (1).
- (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(a) Definitions. As used in this clause

“Gender identity” has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

“Segregated facilities,” means any waiting rooms, work areas, rest rooms and wash rooms, 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, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

“Sexual orientation” has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

52.222-26

Equal Opportunity (Apr 2015)

(a) *Definitions.* As used in this clause--

“Gender identity” has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html .

“Sexual orientation” has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html .

“United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)

(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor’s activities (41 CFR 60-1.5).

(c)

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This shall include, but not be limited to --

(i) Employment;

(ii) Upgrading;

(iii) Demotion;

(v) Transfer;

(v) Recruitment or recruitment advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the COUNTY OFFICIAL(S) that explain this clause.

(4) The Contractor shall, 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, sexual orientation, gender identity, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the COUNTY OFFICIAL(S) advising the labor union or workers’ representative of the Contractor’s

commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the (OFCCP) for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the COUNTY to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further COUNTY contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, in the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the COUNTY OFFICIAL(S) may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

Executive Order 11246

SOURCE: The following is the text of Executive Order 11246 of September 28, 1965, as it appears at 30FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

Part I — Nondiscrimination in County Employment

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966-1970 Comp., p. 803]

Part II - Nondiscrimination in Employment by County Contractors and Subcontractors

Subpart A - Duties of the Secretary of Labor

SEC. 201. The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart B - Contractors' Agreements

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all COUNTY contracting agencies shall include in every COUNTY contract hereafter entered into the following provisions:

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

I. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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 or national origin. Such action shall include, but not be limited to the following: 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the COUNTY OFFICIAL setting forth the provisions of this

nondiscrimination clause.

2. The contractor will, in all solicitations or advancements 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 or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency COUNTY OFFICIAL, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further COUNTY contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 203.

- a. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
- b. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
- c. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
- d. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 204

- a. The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this **Order** in any specific contract, subcontract, or purchase **order**.
- b. The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier.
- c. Section 202 of this **Order** shall not apply to a COUNTY contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this **Order**.
- d. The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract: provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this **Order**: and provided further, that in the absence of such an exemption all facilities shall be covered by the provisions of this **Order**."

[Sec. 204 amended by EO 13279 of Dec. 16, 2002, 67 FR 77141, 3 CFR, 2002 Comp., p. 77141

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77144]

Subpart C - Powers and Duties of the Secretary of Labor and the Contracting Agencies

SEC. 205. The Secretary of Labor shall be responsible for securing compliance by all COUNTY contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

[Sec. 205 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 206.

- a. The Secretary of Labor may investigate the employment practices of any COUNTY contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.

b. The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a COUNTY contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 207. The Secretary of Labor shall use his/her best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under COUNTY contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 208.

a. The Secretary of Labor, or any agency, officer, or employee in the executive branch of the COUNTY designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.

b. The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further COUNTY contracts under Section 209(6) shall be made without affording the contractor an opportunity for a hearing.

Subpart D - Sanctions and Penalties

SEC. 209. In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

1. Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.
2. Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or

indirectly, compliance with the provisions of this Order.

3. Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.
 4. Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.
 5. After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.
 6. Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.
- (b) Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under subsection (a) (2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a) (5) of this Section.

[Sec. 209 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 210. Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 211. If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

[Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 212. When a contract has been cancelled or terminated under Section 209(a) (5) or a contractor has been debarred from further COUNTY contracts under Section 209(a) (6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart E - Certificates of Merit

SEC. 213. The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under COUNTY contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership, grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

SEC. 214. Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

SEC. 215. The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

Part III - Nondiscrimination Provisions in Federally Assisted Construction Contracts

SEC. 301. Each executive department and agency, which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for COUNTY contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall

also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from COUNTY contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 302.

- a. "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.
- b. The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.
- c. The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he/she becomes a recipient of such Federal assistance.

SEC. 303.

- a. The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.
- b. In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.

c. In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 304. Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

Part IV - Miscellaneous

SEC. 401. The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 402. The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

SEC. 403.

a. Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No. 10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.

b. Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p. 264]

SEC. 404. The General Services Administration shall take appropriate action to revise the standard COUNTY contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

SEC. 405. This Order shall become effective thirty days after the date of this Order.

(a) As used in this clause—

“After-imposed Federal tax” means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

“After-relieved Federal tax” means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

“All applicable Federal, State, and local taxes and duties” means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

“Contract date” means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

“Local taxes” includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b)

(1) The contract price includes all applicable Federal, State, and local taxes and duties, except as provided in subparagraph (b) (2) (i) of this clause.

(2) Taxes imposed under 26 U.S.C. 5000C may not be—

(i) Included in the contract price; nor

(ii) Reimbursed.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the COUNTY OFFICIAL(S).

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the COUNTY OFFICIAL(S) of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the COUNTY OFFICIAL(S) directs.

(h) The COUNTY shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

52.232-05**Payments Under Fixed-Price Construction
Contracts (May 2014)**

(a) *Payment of price.* The COUNTY shall pay the Contractor the contract price as provided in this contract.

(b) **Progress payments. The COUNTY shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the COUNTY OFFICIAL(S), on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the COUNTY OFFICIAL(S).**

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the COUNTY OFFICIAL(S).

(2) **In the preparation of estimates, the COUNTY OFFICIAL(S) may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if --**

(i) **Consideration is specifically authorized by this contract; and**

(ii) **The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.**

(c) *Contractor certification.* Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c) (4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that --

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall --

(1) Notify the COUNTY OFFICIAL(S) of such performance deficiency; and

(2) Be obligated to pay the COUNTY an amount (computed by the COUNTY OFFICIAL(S) in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until --

(i) The date the Contractor notifies the COUNTY OFFICIAL(S) that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the COUNTY OFFICIAL(S) finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the COUNTY OFFICIAL(S) shall authorize payment to be made in full. However, if satisfactory progress has not been made, the COUNTY OFFICIAL(S) may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the COUNTY OFFICIAL(S) may retain from previously withheld funds and future progress payments that amount the COUNTY OFFICIAL(S) considers adequate for protection of the COUNTY and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the COUNTY, but this shall not be construed as --

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the COUNTY to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the COUNTY shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in

paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) *Final payment.* The COUNTY shall pay the amount due the Contractor under this contract after --

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the COUNTY arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 6305).

(i) *Limitation because of undefinitized work.* Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in CONTRACT CLAUSE Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

52.232-27**Prompt Payment for Construction Contracts
(May 2014)**

Notwithstanding any other payment terms in this contract, the COUNTY will make invoice payments under the terms and conditions specified in this clause. The COUNTY considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Contract Clause. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments --

(1) *Types of invoice payments.* For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on COUNTY OFFICIAL(s) approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project:

(A) The due date for making such payments is 30 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date shall be the 30th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the COUNTY OFFICIAL(s) in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the by the COUNTY OFFICIAL(s) for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the COUNTY arising by virtue of the contract, and payments for partial deliveries that have been accepted by the COUNTY (*e.g.*, each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after COUNTY acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (*e.g.*, release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirement.

(2) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the

reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the COUNTY will take into account if the COUNTY notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (*e.g.*, discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Any other information or documentation required by the contract.

(b) *Contract financing payments* -- If this contract provides for contract financing, the COUNTY will make contract financing payments in accordance with the applicable contract financing clause.

(c) *Subcontract clause requirements*. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) *Prompt payment for subcontractors*. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) *Interest for subcontractors*. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause --

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by STATE STATUTE §61-113.3 Interest – Rate. for interest payments at the time the Contractor accrues the obligation to pay an interest penalty.

(3) *Subcontractor clause flowdown*. A clause requiring each subcontractor to--

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in subparagraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that --

(1) *Retainage permitted.* Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) *Withholding permitted.* Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) *Withholding requirements.* Permit such withholding without incurring any obligation to pay a late payment penalty if --

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the COUNTY OFFICIAL(s) a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the COUNTY but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall --

(1) *Subcontractor notice.* Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) *COUNTY OFFICIAL(s) notice.* Furnish to the COUNTY OFFICIAL(s), as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to subparagraph (e)(1) of this clause;

(3) *Subcontractor progress payment reduction.* Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under subparagraph (e)(1) of this clause;

(4) *Subsequent subcontractor payment.* Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and --

(i) Make such payment within --

(A) Seven days after correction of the identified subcontract performance deficiency; or

(B) Seven days after the Contractor recovers such funds from the COUNTY; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by STATE STATUTE §61-113 at the time the Contractor accrues the obligation to pay an interest penalty;

(5) *Notice to COUNTY OFFICIAL(s).* Notify the COUNTY OFFICIAL(s) upon --

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying --

(A) The amounts withheld under subparagraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(f) Third-party deficiency reports --

(1) *Withholding from subcontractor.* If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a “second-tier subcontractor”) a written notice in accordance with 40 U.S.C. 3133, asserting a deficiency in such first-tier subcontractor’s performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement.

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor’s next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) *Subsequent payment or interest charge.* As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall --

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the COUNTY OFFICIAL(s)), specifying --

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the COUNTY of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the COUNTY OFFICIAL(s) that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the COUNTY is a party. The COUNTY may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) *Non-recourse for prime contractor interest penalty.* The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the COUNTY for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the COUNTY has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected contract line item or subline item, if applicable; and

(vi) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the COUNTY OFFICIAL(s).

52.233-01

Disputes

(a) Claims for Adjustment.

The Contractor may submit a claim for Contract adjustment after the COUNTY OFFICIAL has received, reviewed, and denied a Contractor request for compensation, time or both.

If the Contractor considers additional compensation due for work or material not covered in the Contract, or considers additional time due for completion of Contract requirements, the Contractor shall submit a written "Notice of Intent to File Claim" (Notice) to the COUNTY OFFICIAL in accordance with Subsection 52.233-01, (b), "Notification of Differing Site Conditions, Changes, and Extra Work". The Contractor shall submit the Notice before beginning work not covered by the Contract, work caused by a change of plan, or continuing work that has been altered by change in methodology, location, or differing site conditions directed by the COUNTY OFFICIAL.

The COUNTY requires the Contractor to submit this Notice (no exceptions) before submission of a claim and before beginning or continuing affected work. If the Contractor fails to submit a Notice within the time and in the manner specified in Subsection 52.233-01, (b), "Notification of Differing Site Conditions, Changes, and Extra Work," the Contractor waives any claim for additional compensation. The Notice will allow the COUNTY to evaluate options mitigating the impact of the claim.

The COUNTY OFFICIAL will respond to the Notice in accordance with Subsection 52.233-01(b) (2), "Contract Work Continuation and Claim Response." The Contractor shall cooperate with the COUNTY OFFICIAL and provide information during the period of notification, review, and evaluation to resolve the Contract issue and avoid, if possible, further claim process actions. If the Contractor does not give written notice and does not allow the COUNTY OFFICIAL the opportunity to keep strict account of actual costs, the Contractor waives any claim for additional compensation. Notice by the Contractor, and cost accounting by the COUNTY OFFICIAL shall not be construed as substantiating the validity of the claim. Within 90 days after completion of the work for which extra compensation or time has been requested for additional compensation or time has been requested, the Contractor shall submit to the COUNTY OFFICIAL specific cost information justifying the request for additional compensation. Place this information on the latest edition of the COUNTY's form entitled "Cost Breakdown for Support of Supplemental Agreement." If the Contractor does not submit a fully documented claim to the COUNTY OFFICIAL within 90 days, the COUNTY will not allow any extra compensation or additional time.

(1) Requirements for Contractor Claims.

Submit claims in sufficient detail to allow the COUNTY OFFICIAL to determine the basis for entitlement and the resulting costs. The COUNTY will not accept a claim against a unit price-based Contract for additional costs, lost profits or for any other compensation, based on a total cost or modified total cost calculation that would result in total cost-plus or a total unit cost compensation. For the purpose of these specifications, the COUNTY considers the terms "total

cost claim” or “modified total cost claim” to include all work required by the Contract, however such portion, unit, part or parts of the work may be identified, categorized or isolated from remaining work and any claim for compensation for all work on the Contract or for any portion, unit, part or parts of the work of the Contract using any form, technique, method or mode which results in a “total cost” figure, sum or result for cost computation.

Provide the following minimum information with each claim submitted:

(i) Detailed factual statement of the claim providing all necessary dates, locations, and items of work affected by the claim. (See the required format for a factual statement at the end of the list.)

(ii) The date actions resulting in the claim occurred or conditions resulting in the claim became evident.

(iii) A copy of the written “Notice of Intent to File a Claim,” filed by the Contractor for the specific claim.

(iv) The name, title, and activity of each COUNTY employee knowledgeable about facts that gave rise to such claim.

(v) The name, title, and activity of each Contractor employee knowledgeable about facts that gave rise to such claim.

(vi) The specific Contract requirements that support the claim, and a statement why the requirements support the claim.

(vii) A weekly listing of all construction equipment in use or held in standby condition, as approved by the COUNTY OFFICIAL, due to the work that is the subject of the Claim including the type, make, model and year of manufacture. The listing will reflect hours that equipment was in use or standby condition due to the work that is subject of the claim. No equipment cost will be allowed on a claim for those periods of time that the Contractor failed to file the equipment listing.

(viii) The identification of any relevant documents relating to the claim.

(ix) A statement that the additional compensation or extension of time is based on the provisions of the Contract or on an alleged breach of Contract.

(x) For time extension claims, the specific days sought and the basis for the claim for time as determined by an analysis of the Contractor’s Progress Schedule provided to the COUNTY in accordance with Division I Section 155 – “Schedules for Construction Contracts,” before starting the Work.

(xi) The amount of additional compensation sought and a breakdown of that amount in accordance with Subsection 52.236-02, “Differing Site Conditions, Changes and Extra Work.” Failure to submit a claim before the COUNTY makes final payment on the Contract shall constitute a waiver of all claims.

The detailed factual statement shall include the following minimum information:

(A) Introduction

The purpose of the introduction is to present a general background in sufficient detail to provide an overview of the claim.

(B) Contract Requirements

The purpose of the Contract requirements is to establish what provisions in the Contract documents that the Contractor relied on to prepare the bid and schedule to perform the work.

This section establishes what Contract provisions the Contractor relied on and provides the basis

for measurement of the differences between what the Contractor anticipates and what actually occurred. The Contractor shall establish a right under the Contract on which the Contractor relied to provide a basis for the Contractor's claim.

(C) Contractor's Schedule

The purpose of this section is to provide an opportunity to demonstrate that the Contract element(s) identified in Subsection 52.233-01, (a) (B), "Contract Requirements" were critical to its scheduled completion of the Contract requirements. The Contractor shall demonstrate in this section that its reliance on the above-identified Contract requirements was reasonable for establishing the Contractor's Progress Schedule, the means, and methods which he/she planned to perform the work. The Contractor's Progress Schedule used to support this subsection shall be the schedule provided to the COUNTY in accordance with Division I Section 155 – "Schedules for Construction Contracts," before start the Work. Estimated cost for performance of required contract work may be supported by either bid documents used in bidding the project or by empirical data from the Contractor's performance on previously completed projects.

(D) Variations in the Contract Requirements Encountered on the Project.

The purpose of this section is to allow the Contractor to clearly demonstrate that the actual conditions and circumstances encountered in building the Project differed materially from the requirements of the Contract.

(E) Effects of the Variations.

The purpose of this section is to allow the Contractor to explain how the changes in conditions and circumstances impacted the Contractor's plan and affected the Contractor's work.

(2) Required Certification of Claims.

The claim submittal shall include a written certification, under oath, by the Contractor and any subcontractor presenting a claim through the Contractor, attesting to the following:

(i) The claim is made in good faith.

(ii) Supportive data is accurate and complete to the Contractor's (subcontractor's) best knowledge and belief.

(iii) The amount of the claim accurately reflects the Contractor's (subcontractor's) true cost incurred.

(iv) The amount of the claim has been adjusted and reduced to reflect change orders related to the claim for which the Contractor (subcontractor) has previously been compensated.

In complying with this requirement, the Contractor and any subcontractor presenting a claim through the Contractor shall use the COUNTY's Certificate of Claim form as follows:

Certificate of Claim

Under the penalty of law for perjury or falsification, the undersigned,

(Name)

(Title)

(Company)

hereby certifies that the claim for extra compensation and time, if any, made herein for work on this Contract is a true, accurate, and complete statement of all actual costs incurred and time sought, and is fully documented and supported under the Contract between the parties. I further certify that I am authorized to submit this Claim on behalf of _____ and to bind this company as to this matter. This claim has been adjusted and reduced to reflect change orders related to this claim for which this company has previously been compensated.

The above information is true and correct to the best of my knowledge

(Authorized Signature)

(Social Security No. or Federal ID No.)

WARNING

IT IS A FELONY TO
MAKE OR PRESENT A
FALSE, FICTITIOUS,
OR FRAUDULENT
CLAIM FOR
PAYMENT OF PUBLIC
FUNDS. THE STATE
OF OKLAHOMA WILL
PROSECUTE AND
CONVICTION MAY
RESULT IN
CRIMINAL
PENALTIES. (21
O.S. §§358, 359)

State of Oklahoma)
) §:
County _____)

On the _____ day of _____, 20____, before me personally
appeared _____ to me known to be the
person(s) named herein and who executed the foregoing document and
acknowledge to me that _____ voluntarily executed the same.
My commission expires the _____ day of _____, 20____.

(Notary Public)

(seal)

(3) Documentation of Claims

The COUNTY will assess claims for additional compensation for differing site conditions, changes in the character of work, or for extra work and will determine their value in accordance with Subsection 52.236-02, "Differing Site Conditions, Changes, and Extra Work." The COUNTY will evaluate claims for extension of Contract Time in accordance with Division I, Subsection 108.03, "Determination and Extension of Contract Time."

(4) Review of Request for Additional Compensation or Time

The COUNTY OFFICIAL will review and respond in writing to the Contractor's request for additional compensation or time within the following time periods:

- (i) For claims in the amount of \$100,000 or less, 45 calendar days from the receipt of the Contractor's claim including all required supporting documentation;
- (ii) For claims in an amount of more than \$100,000, 90 calendar days from the receipt of the Contractor's claim including all required supporting documentation.

The COUNTY OFFICIAL and the Contractor may agree in writing to an extension of the COUNTY's review time limits required above.

If the COUNTY OFFICIAL does not issue a written response to the Contractor's claim within the required time period, the Contractor may proceed as if the claim had been formally denied, in accordance with the currently adopted dispute resolution procedure included in the Contract.

If no agreement is reached between the Contractor and the COUNTY within 15 calendar days after the COUNTY's response to the Contractor, the Contractor may proceed as if the claim had been formally denied, in accordance with the currently adopted dispute resolution procedure included in the Contract.

Nothing in this section shall be construed as establishing any claim contrary to the terms of Subsection 52.236-02, "Differing Site Conditions, Changes, and Extra Work," or Division I, Subsection 108.03, "Determination and Extension of Contract Time."

(b) Notification of Differing Site Conditions, Changes, and Extra Work

The Contractor shall notify the COUNTY OFFICIAL of alleged changes to the Contract due to the following before beginning or continuing with the affected work:

- (i) Differing site conditions,
- (ii) Altered work beyond the original Work,
- (iii) COUNTY action that changed the Contract requirements, or
- (iv) Extra work.

The Contractor shall discontinue performance of affected work and not incur additional expenses on alleged changes to the Contract, unless otherwise directed by the COUNTY OFFICIAL in writing.

(1) Verbal and Written Notice of Intent to File Claim

The Contractor shall immediately notify the COUNTY OFFICIAL verbally of the alleged site condition, change, or extra work and submit the following information to the COUNTY OFFICIAL in a written Notice of Intent to File Claim within 7 calendar days of encountering the alleged change or action:

- (i) The date of occurrence and the nature and circumstances of the occurrence that constitute a change;
- (ii) Name, title, and activity of each COUNTY representative knowledgeable of the alleged change;
- (iii) Identify any documents and the substance of any oral communication involved in the alleged change;
- (iv) Basis for a claim of accelerated schedule performance;
- (v) Basis for a claim that the work is not required by the Contract; and
- (vi) Particular elements of Contract performance for which compensation is requested including:
 - (A) Pay item(s) that have been or may be affected by the change;
 - (B) Labor, materials, or both that will be added, deleted, or wasted by the change, and equipment that will be idle or added;
 - (C) Existing or anticipated delays and disruptions in Contract performance, procedure, or sequence;
 - (D) Adjustments to Contract prices, delivery schedules, staging, and Contract Time estimated due to the alleged change; and
 - (E) Estimate of the time within which the COUNTY must respond to the notice to reduce project cost, delay, or disruption.

The Contractor's failure to provide both verbal and written notice to the COUNTY OFFICIAL constitutes the Contractor's waiver of the right to file claims resulting from an alleged change.

(2) Contract Work Continuation and Claim Response

After notifying the COUNTY OFFICIAL the Contractor shall not begin work affected by the alleged change. Continue diligent prosecution of unaffected work required by the Contract.

The COUNTY OFFICIAL will investigate the Notice of Intent to File Claim. Within 10 calendar days after receipt of the notice, the COUNTY OFFICIAL will respond in writing to the Contractor for the following purposes:

- (i) Confirm that a change occurred and, if necessary, direct the Contractor's further performance;
- (ii) Deny that a change occurred and, if necessary, direct the Contractor's further performance; or
- (iii) Advise the Contractor that the notice did not include adequate information, and identify additional required information and the date for its submission for further review by the COUNTY OFFICIAL. The COUNTY OFFICIAL will review the additional information and respond to the Contractor within 10 calendar days after receipt of the amended notice. The COUNTY OFFICIAL will not adjust the Contract for claims of increased costs for time extension for delay resulting from the Contractor's failure to submit the additional requested information.

52.236-01**Performance of Work by the Contractor
(Apr 1984)**

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **Fifty Percent (50%)** of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the COUNTY OFFICIAL(S) determines that the reduction would be to the advantage of the COUNTY.

52.236-02

Differing Site Conditions, Changes, and Extra Work

(a) General

If the Contractor has notified the COUNTY OFFICIAL in accordance with Subsection 52.233-01, (b), "Notification of Differing Site Conditions, Changes, and Extra Work," and the COUNTY OFFICIAL and the Contractor agree that differing site conditions exist, significant changes in the character of work will be required, or extra work will be performed that was not included with the scope of the Contract, the COUNTY will pay for such conditions, changes, and extra work using the following methods, as appropriate:

- (i) Contract Unit Prices,
- (ii) Unit prices agreed upon in the order authorizing the work; or
- (iii) Lump sum amount agreed upon in the order authorizing work.

(b) Submitting a Claim

If the Contractor and the COUNTY OFFICIAL disagree on a method for evaluation and compensation for differing site conditions, significant changes in the character of the work, or extra work, the Contractor shall submit a fully documented itemized claim in accordance with Contract Clause 52.233-01, "Disputes," that lists the costs incurred by the Contractor in prosecuting the disputed work. In its claim the Contractor shall segregate all cost listings for disputed work and the supporting documentation from non-disputed work, and shall clearly identify the disputed work on the cost listings and supporting documentation by date, stationing, and type of work. The Contractor may only include cost items defined in Subsection 52.236-02(b) (i), "Labor" through Subsection 52.236-02(b) (vii), "Miscellaneous," in its request for additional payment.

(i) Labor

The Contractor may request additional payment for the actual costs incurred by the Contractor for labor that is directly attributable to the disputed work. In the support of the labor costs, the Contractor shall submit certified time sheets detailing the name of each laborer or supervisor, the classification, the date of the work, the daily hours, the total hours, the wage rates, and the extensions. The Contractor may include an additional amount equal to 25 percent (15 percent for overhead and 10 percent for profit) of the labor cost attributable to the disputed work.

(ii) Materials

The Contractor may request additional payment for the actual costs incurred by the Contractor for materials approved by the COUNTY OFFICIAL and used in the performance of the disputed work, including transportation. In support of the material costs, the Contractor shall provide itemized invoices prepared by the materials supplier. The Contractor may include an additional amount equal to 20 percent (10 percent for overhead and 10 percent for profit) of the material costs attributable to this disputed work.

(iii) Equipment

The Contractor may request additional payment for the actual costs incurred by the Contractor for machinery or special equipment (other than small tools) approved by the COUNTY OFFICIAL and used in performance of the disputed work. The COUNTY will determine the maximum allowable rate as listed in the most current edition of the *Construction Equipment Ownership and Operating Expense Schedules* (CEOOES) published by the U.S. Army Corps of Engineers for the area where costs are incurred. This document is available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402-9325. The COUNTY will calculate the hourly rental rate in accordance with the following equation:

$$H = \frac{(M \times R \times A) + O}{176}$$

Where

H = Hourly rental rate,

M = Monthly rate,

R = Regional adjustment,

A = Age adjustment, and

O = Operating costs.

The COUNTY will only pay for those pieces of equipment necessary for completion of the disputed work for the period of time that the disputed work was actually in progress. Additionally, if the COUNTY OFFICIAL directs the Contractor to hold equipment on the job on a standby basis, the COUNTY may pay the Contractor at a rate equal to 50 percent of the established hourly rental rate minus operating costs. The COUNTY will limit payment for standby equipment to no more than 8 hour per day and no more than 40 hour per week. In support of the Contractor's request for compensation for equipment, the Contractor shall submit a listing of all equipment used in completion of the disputed work or held by direction of the COUNTY OFFICIAL in the standby condition by type, manufacturer, date of manufacturer, model, type of fuel used, horsepower rating, attachments, and any other information required to determine the proper rate. The Contractor shall also submit daily hours, total hours, and extensions. The total hours rental rate the COUNTY will pay for any one piece of equipment will be limited to the original purchase price listed in the *Construction Equipment Ownership and Operating Expense Schedules*, (CEOOES) published by the U.S. Army Corps of Engineers for the area where costs are incurred. If the total hourly rental rate for any one piece of equipment is limited by the original purchase price, the COUNTY will reimburse the Contractor for the operating cost per hour for each hour of actual use. The Contractor may include an additional amount equal to 20 percent (10 percent for additional administrative costs and 10 percent for profit) of the costs of the equipment used in disputed work or held in standby condition.

(iv) Bonds, Insurance, Taxes, and Benefits

The Contractor may request additional payment for increases in the cost of premiums for property damage and liability insurance, worker's compensation insurance as well as unemployment insurance contributions, and social security taxes directly attributable to the disputed work in accordance with Subsection 52.236-02(b) (iv) (1), "Bonds" through Subsection 52.236-02(b) (iv) (6), "Employee Fringe Benefits."

(1) Bonds

The Contractor may request an additional amount, equal to 1 percent of the total of the labor, materials, and equipment costs, less overhead and profit, as determined in accordance with Subsection 52.236-02(b) (i), "Labor," Subsection 52.236-02(b) (ii), "Materials," and Subsection 52.236-02(b) (iii), "Equipment" for increases to bonding costs.

(2) Insurance

The Contractor may request an additional amount, equal to the actual costs incurred by the Contractor for Property Damage and Liability Insurance, for the period the disputed work was in progress. The COUNTY reserves the right to require documentation to support Property Damage and Liability Insurance rates.

(3) Worker's Compensation

The Contractor may request an additional amount, equal to the actual costs incurred by the Contractor for each worker performing disputed work at the rate paid by the Contractor for Worker's Compensation coverage, for the additional costs of Worker's Compensation during the period the disputed work was in progress. The COUNTY reserves the right to require documentation to support Worker's Compensation rates.

(4) Unemployment Insurance Contribution

The Contractor may request an additional amount, equal to 3.8 percent of actual labor costs, less overhead and profit, as determined in accordance with Subsection 52.236-02(b) (i), "Labor," for the additional costs of unemployment insurance contribution during the period the disputed work was in progress.

(5) Social Security Taxes

The Contractor may request an additional amount, equal to 7.65 percent of actual labor costs, less overhead and profit, as determined in accordance with Subsection 52.236-02(b) (i), "Labor," for the additional costs of social security taxes for labor attributable to the disputed work.

(6) Employee Fringe Benefits

The Contractor may request an additional amount, equal to 20 percent of actual costs, less overhead and profit, as determined in accordance with Subsection 52.236-02(b) (i), "Labor," for the additional costs of employee fringe benefits incurred by the Contractor for labor during the period the disputed work was in progress.

(v) Subcontracted Work

If the disputed work is of a nature that it is normally performed by a subcontractor in the highway industry and is subcontracted by the Contractor, the Contractor shall ensure that the subcontractor provides documentation in accordance with Subsection 52.236-02(b) (i), "Labor," 52.236-02(b) (ii), "Materials," 52.236-02(b) (iii), "Equipment," 52.236-02(b) (iv), "Bonds,

Insurance, Taxes, and Benefits.” The Contractor may request an additional amount of up to 10 percent for overhead on the subcontracted work.

(vi) Work of a Non-Highway Construction Nature

If the disputed work was performed by a contractor or a subcontractor not in the highway industry and was performed by workers of a specialized trade or business, the Contractor may submit invoices for costs incurred for such services, including an additional amount of up to 10 percent for overhead.

(vii) Miscellaneous

The COUNTY will not pay for other overhead and general expense costs of any kind or the costs of any item specifically and expressly included in Subsection 52.236-02 (b), “Submitting a Claim.”

(c) Significant Change of Major Item

If a Major Item is significantly changed in accordance with Division I, Subsection 101.04 “Definitions.” “Change in Work, Significant,” either the COUNTY or the Contractor may request a price adjustment.

(i) Significant Underrun

If a major item is significantly changed to decrease quantities, the Contractor may request a price adjustment to recover costs which would have been prorated per unit on the larger quantity, but due to the quantity reduction are now unrecoverable. The cost which may be recovered by adjusted price are:

- (1) Overhead costs associated with labor, materials, equipment, and subcontracted work at the rates specified in Subsection 52.236-02 (b), “Submitting a Claim,”
- (2) Property damage and liability insurance as allowed in Subsection 52.236-02(b) (iv), “Bonds, Insurance, Taxes, and Benefits,” and
- (3) Other miscellaneous documented costs.

(ii) Significant Overrun

If a major item is significantly changed to increase quantities, the COUNTY may request a price adjustment to reflect economies achieved by the Contractor through reduction in cost per unit for the increased quantity. The costs which may be recovered by adjusted price are:

- (1) Material cost savings,
- (2) Overhead cost savings,
- (3) Cost savings resulting from increased unit production rate, and
- (4) Other miscellaneous costs that were included in the unit price bid, such as mobilization.

**Site Investigation and Conditions Affecting the
Work (APR 1984)**

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to
- (1) conditions bearing upon transportation, disposal, handling, and storage of materials;
 - (2) the availability of labor, water, electric power, and roads;
 - (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;
 - (4) the conformation and conditions of the ground; and
 - (5) the character of equipment and facilities needed preliminary to and during work performance.

The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the COUNTY, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the COUNTY.

- (b) The COUNTY assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the COUNTY before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

52.236-04**Physical Data (APR 1984)**

Data and information furnished or referred to below is for the Contractor's information. The COUNTY shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by Traffic Surveys, Core Borings, Dynamic Cone Penetrometer Testing, and Soil Sampling and Testing.

(b) Weather conditions were observed through the Oklahoma Mesonet.

(c) Transportation facilities _____ [insert a summary of transportation facilities providing access from the site, including information about their availability and limitations].

(d) _____ [insert other pertinent information].

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the COUNTY OFFICIAL, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) **The Contractor shall obtain the COUNTY OFFICIAL's approval of the machinery and mechanical and other equipment to be incorporated into the work.** When requesting approval, the Contractor shall furnish to the COUNTY OFFICIAL(S) the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment.

(c) **The Contractor shall obtain the COUNTY OFFICIAL's approval of the material or articles which the Contractor contemplates incorporating into the work.** When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(d) All work under this contract shall be performed in a skillful and workmanlike manner. The COUNTY OFFICIAL(S) may require, in writing, that the Contractor remove from the work any employee the COUNTY OFFICIAL(S) deems incompetent, careless, or otherwise objectionable.

52.236-06

Superintendence by the Contractor (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the COUNTY and has authority to act for the Contractor.

The Contractor shall, without additional expense to the COUNTY, **be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work.** The Contractor shall also be responsible for all damages to persons or properties that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

52.236-09

**Protection of Existing Vegetation, Structures,
Equipment, Utilities, and Improvements
(Apr 1984)**

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the COUNTY OFFICIAL(S).

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor.

The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the COUNTY OFFICIAL(S) may have the necessary work performed and charge the cost to the Contractor.

(a) The Contractor shall confine all operations (including storage of materials) on COUNTY premises to areas authorized or approved by the COUNTY OFFICIAL(S). The Contractor shall hold and save the COUNTY, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (*e.g.*, storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the COUNTY OFFICIAL(S) and shall be built with labor and materials furnished by the Contractor without expense to the COUNTY. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the COUNTY OFFICIAL(S), the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the COUNTY OFFICIAL(S), use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the COUNTY OFFICIAL(S). When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

52.236-12**Cleaning Up (APR 1984)**

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the COUNTY. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the COUNTY OFFICIAL(S).

52.236-13

Accident Prevention (Nov 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will --
(1) Safeguard the public and COUNTY personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) Avoid interruptions of COUNTY operations and delays in project completion dates; and
(3) Control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall --

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the COUNTY OFFICIAL(S) determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the COUNTY OFFICIAL(S) becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or COUNTY personnel, the COUNTY OFFICIAL(S) shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the COUNTY OFFICIAL(S) may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

Alternate I (Nov 1991). If the contract will involve

(a) work of a long duration or hazardous nature, or

(b) performance on a COUNTY facility that on the advice of technical representatives involves hazardous materials or operations that might endanger the safety of the public and/or COUNTY personnel or property, add the following paragraph (f) to the basic clause:

(f) Before commencing the work, the Contractor shall --

- (1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and
- (2) Meet with representatives of the COUNTY OFFICIAL(S) to discuss and develop a mutual understanding relative to administration of the overall safety program.

(a) The Contractor shall prepare and submit to the COUNTY OFFICIAL(S) a practicable Construction Schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). **This Construction Schedule shall be submitted to the COUNTY OFFICIAL(S) for approval, at the Bid Opening with the other bid documents. If the Contractor fails to provide a practicable Construction Schedule with the Bid Documents, the bid will be considered Non-Responsive.**

The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period.

(b) **The Contractor shall update the Construction Schedule to indicate the actual progress on the chart on a monthly basis and submitted the update with the Progress Payment. If the Contractor fails to submit an updated schedule with each progress payment the COUNTY OFFICIAL(S) shall withhold approval of progress payments until the Contractor submits the required schedule.**

(c) If, in the opinion of the COUNTY OFFICIAL(S), the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the COUNTY OFFICIAL(S), without additional cost to the COUNTY. In this circumstance, the COUNTY OFFICIAL(S) may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the COUNTY OFFICIAL(S) deems necessary to demonstrate how the approved rate of progress will be regained.

(d) Failure of the Contractor to comply with the requirements of the COUNTY OFFICIAL(S) under this clause shall be grounds for a determination by the COUNTY OFFICIAL(S) that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the COUNTY OFFICIAL(S) may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

52.236-17**Layout of Work (Apr 1984)**

The Contractor shall lay out its work from COUNTY established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the COUNTY OFFICIAL(S). The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the COUNTY OFFICIAL(S) until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the COUNTY OFFICIAL(S) may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

(a) **The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the COUNTY OFFICIAL(S) access thereto.** Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the COUNTY OFFICIAL(S), who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The COUNTY OFFICIAL(S) shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words “directed”, “required”, “ordered”, “designated”, “prescribed”, or words of like import are used, it shall be understood that the “direction”, “requirement”, “order”, “designation”, or “prescription”, of the COUNTY OFFICIAL(S) is intended and similarly the words “approved”, “acceptable”, “satisfactory”, or words of like import shall mean “approved by,” or “acceptable to”, or “satisfactory to” the COUNTY OFFICIAL(S), unless otherwise expressly stated.

(c) Where “as shown,” as indicated”, “as detailed”, or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word “provided” as used herein shall be understood to mean “provide complete in place,” that is “furnished and installed”.

(d) Shop drawings means drawings, submitted to the COUNTY by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail

(1) the proposed fabrication and assembly of structural elements, and

(2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The COUNTY may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the COUNTY OFFICIAL(S) without evidence of the Contractor’s approval may be returned for resubmission. The COUNTY OFFICIAL(S) will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the COUNTY’s reasons therefor. Any work done before such approval shall be at the Contractor’s risk. Approval by the COUNTY OFFICIAL(S) shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the COUNTY OFFICIAL(S) approves any such variation, the COUNTY OFFICIAL(S) shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the COUNTY OFFICIAL(S) for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the COUNTY OFFICIAL(S) and one set will be returned to the Contractor.

If the COUNTY OFFICIAL(S) decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The COUNTY OFFICIAL(S)'s notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

52.236-27 Site Visit (Construction) (FEB 1995)

(a) The clauses at 52.236-02, Differing Site Conditions, and 52.236-03, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: **Commissioner Chad Masterson**

Address: **310 W. Walker**

Wyandotte, OK 74370

Telephone: Shop – **(918) 678-2238**

Mobile **(918) 533-4853**

Alternate I (Feb 1995). If an organized site visit will be conducted, substitute a paragraph substantially the same as the following for paragraph (b) of the basic provision:

(b) An organized site visit has been scheduled for—

June 11, 2018 1:30 P.M.

(c) Participants will meet at—

Ottawa County Courthouse

102 E. Central

Miami, OK

52.242-14

Suspension of Work (APR 1984)

(a) The COUNTY OFFICIAL(S) may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the COUNTY OFFICIAL(S) determines appropriate for the convenience of the COUNTY.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the COUNTY OFFICIAL(S) in the administration of this contract, or (2) by the COUNTY OFFICIAL(S)'s failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed—

(1) For any costs incurred more than 20 days before the Contractor shall have notified the COUNTY OFFICIAL(S) in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

52.242-15

Stop-Work Order (AUG 1989)

(a) The COUNTY OFFICIAL(S) may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the COUNTY OFFICIAL(S) shall either—

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the COUNTY, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The COUNTY OFFICIAL(S) shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the COUNTY OFFICIAL(S) decides the facts justify the action, the COUNTY OFFICIAL(S) may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the COUNTY, the COUNTY OFFICIAL(S) shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the COUNTY OFFICIAL(S) shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

substitute the words “an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected” for the words “an equitable adjustment in the delivery schedule or contract price, or both.”

52.246-12 Inspection of Construction (Aug 1996)

(a) *Definition.* “Work” includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) **The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the COUNTY.**

All work shall be conducted under the general direction of the COUNTY OFFICIAL(S) and is subject to COUNTY inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) **COUNTY OFFICIAL(S) inspections and tests are for the sole benefit of the COUNTY and do not --**

(1) **Relieve the Contractor of responsibility for providing adequate quality control measures;**

(2) **Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;**

(3) **Constitute or imply acceptance; or**

(4) **Affect the continuing rights of the COUNTY after acceptance of the completed work under paragraph (i) of this section.**

(d) **The presence or absence of a COUNTY OFFICIAL(S) does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the COUNTY OFFICIAL(S)’s written authorization.**

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the COUNTY OFFICIAL(S). The COUNTY may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The COUNTY OFFICIAL(S) shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the COUNTY OFFICIAL(S) not to conform to contract requirements, unless in the public interest the COUNTY OFFICIAL(S) consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the COUNTY may --

(1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or

(2) Terminate for default the Contractor’s right to proceed.

(h) If, before acceptance of the entire work, the COUNTY decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the COUNTY OFFICIAL(S) shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the COUNTY shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the COUNTY OFFICIAL(S) determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the COUNTY's rights under any warranty or guarantee.

CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the County or County's designee will make their full text available.

Clauses shown in Yellow are incorporated in this document in the "Contract Clauses" section.		
CLAUSE	TITLE	DATE
46.105	Contractor Responsibility	
1452.226-70	Indian Preference	Apr-84
1452.226-71	Indian Preference Program	Apr-84
52.203-03	Gratuities	Apr-84
52.203-05	Covenant Against Contingent Fees	Apr-84
52.203-07	Anti-Kickback Procedures	Jul-95
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan-97
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan-97
52.204-03	Taxpayer Identification	Oct-98
52.211-10	Commencement, Prosecution, and Completion of Work	Apr-84
52.211-12	Liquidated Damages - Construction	Sep-00
52.211-13	Time Extensions	Sep-00
52.211-18	Variation in Estimated Quantity	Apr-84
52.212-04	Contract Terms and Conditions- Commercial Items	Feb-07
52.214-18	Preparations of Bids- Construction	Apr-84
52.214-27	Price Reductions for Defective Cost or Pricing Data- Modifications - Sealed Bidding	Oct-97
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	Aug-11
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data - Modifications	Aug-11
52.219-08	Utilization of Small Business Concerns	May-04
52.219-09	Small Business Subcontracting Plan	Apr-08
52.219-14	Limitations on Subcontracting	Nov-11
52.219-16	Liquidated Damages- Subcontracting Plan	Jan-99
52.222-01	Notice to the County of Labor Disputes	Feb-97
52.222-02	Payment for Overtime Premiums	Jul-90
52.222-03	Convict Labor	Jun-03
52.222-06	Construction Wage Rate Requirements, Davis Bacon Act	May-14
52.222-07	Withholding of Funds	May-14
52.222-08	Payrolls and Basic Records	May-14
52.222-09	Apprentices and Trainees	Jul-05

52.222-10	Compliance with Copeland Act Requirements	Feb-88
29 CFR, Part 3	Copeland Act Requirements	
52.222-11	Subcontracts (Labor Standards)	May-14
52.222-12	Contract Termination - Debarment	May-14
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	Feb-88
52.222-14	Disputes Concerning Labor Standards	May-14
52.222-15	Certification of Eligibility	May-14
52.222-21	Prohibition of Segregated Facilities	Feb-99
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	Feb-99
52.222-26	Equal Opportunity	
52.222-27	Affirmative Action Compliance Requirements for Construction	Apr-15
Executive Order 11246	EEO - Nondiscrimination	
52.222-29	Notification of Visa Denial	Jun-03
52.222-35	Equal Opportunity for Special Disabled Veteran, Veterans of the Vietnam Era, and Other Eligible Veterans	Sep-06
52.222-36	Affirmative Action for Workers with Disabilities	Jun-98
52.223-03	Hazardous Material Identification and Material Safety Data	Jan-97
52.223-06	Drug Free Workplace	May-01
52.224-01	Privacy Act Notification	Apr-84
52.224-02	Privacy Act	Apr-84
52.228-02	Additional Bond Security	Oct-97
52.228-07	Insurance- Liability to Third Persons	Mar-96
52.228-11	Pledges of Assets	Feb-92
52.228-12	Prospective Subcontractor Requests for Bonds	Oct-95
52.229-03	Federal, State, and Local Taxes	Apr-03
52.232-05	Payments Under Fixed-Price Construction Contracts	
52.232-27	Prompt Payment for Construction Contracts	May-14
52.233-01	Disputes	May-14
52.233-03	Protest After Award	Aug-96
52.236-01	Performance of Work by the Contractor	
52.236-02	Differing Site Conditions	Apr-84
52.236-03	Site Investigation and Conditions Affecting the Work	Apr-84
52.236-04	Physical Data	
52.236-05	Material and Workmanship	Apr-84
52.236-06	Superintendence by the Contractor	Apr-84
52.236-07	Permits and Responsibilities	Nov-91
52.236-09	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	Apr-84

52.236-10	Operations and Storage Areas	Apr-84
52.236-11	Use and Possession Prior to Completion	Apr-84
52.236-12	Cleaning Up	Apr-84
52.236-13	Accident Prevention	Nov-91
52.236-14	Availability and Use of Utility Services	Apr-84
52.236-15	Schedules for Construction Contracts	Apr-84
52.236-17	Layout of Work	Apr-84
52.236-21	Specifications and Drawings for Construction	Feb-97
52.236-26	Preconstruction Conference	Feb-95
52.236-27	Site Visit (Construction).	
52.242-14	Suspension of Work	Apr-84
52.242-15	Stop-Work Order	Aug-89
52.243-01	Changes- Fixed Prices	Aug-87
52.243-04	Changes	Jun-07
52.243-05	Changes and Changed Conditions	Apr-84
52.246-12	Inspection of Construction	Aug-96
52.248-03	Value Engineering-Construction	Sep-06
52.249-01	Termination for Convenience of the County (Fixed-Price) (Short Form)	Apr-84
52.249-02	Termination for Convenience of the County (Fixed-Price) (Short Form)	
52.249-10	Default (Fixed-Price Construction)	Apr-84

DIVISION I GENERAL and PROJECT PROVISIONS

**STATE LINE ROAD
PROJECT NO. G04927-0160(1) G, S
SPECIFICATIONS**

DIVISION I – GENERAL & PROJECT PROVISIONS

PROJECT OVERVIEW:

The State Line Road project consists of the Grading, Drainage and Surface (Asphalt) project in Ottawa County, Oklahoma. The project is approximately 1.70 miles in length.

SPECIFICATIONS:

The Project generally incorporates by reference the Oklahoma Department of Transportation (ODOT) 2009 Standard Specifications for Highway Construction, as well as all subsequent supplemental specifications issued by ODOT. However, the following Sections (i.e., §§101 through 109 and §§151 through 155) supersede and/or control where conflicting provisions arise.

SPECIAL NOTICES:

All Work under Division I, Section 153 *Contractor Quality Control* shall be included in the unit price for items associated with quality control. No separate pay item will be allowed for Contractor's quality control responsibilities.

All Work under Division I, Section 154 *Contractor Sampling and Testing* shall be included in the unit price for items associated with sampling/testing. No separate pay item will be allowed for Contractor's sampling and testing responsibilities.

All Work under Division I, Section 155 *Schedules for Construction Contracts* shall be included in the unit price for items under Division II, Section 641 *Mobilization*. The method of measurement for Work under the Division II, Section 641 *Mobilization* item, including construction schedules, shall remain lump sum.

Section 101. - TERMS, FORMAT, AND DEFINITIONS

101.01 Meaning of Terms. These specifications are generally written in the imperative mood. In sentences using the imperative mood, the subject, "*the Contractor*," is implied. Also implied in this language are "*shall*," "*shall be*," or similar words and phrases. In material specifications, the subject may also be the supplier, fabricator, or manufacturer supplying material, products, or equipment for use on the project.

Wherever "*directed*," "*required*," "*prescribed*," or other similar words are used, the "*direction*," "*requirement*," or "*order*" of the COUNTY OFFICIAL is intended. Similarly, wherever "*approved*," "*acceptable*," "*suitable*," "*satisfactory*," or similar words are used, the words mean "*approved by*," "*acceptable to*," or "*satisfactory to*" the COUNTY OFFICIAL.

The word "*will*" generally pertains to decisions or actions of the COUNTY OFFICIAL.

101.02 Specifications Format. These specifications are divided into 10 Divisions. Division I, §§101 through 109 consist of general contract requirements for which no direct payment is made.

Division I, §§153 through 155 consist of project contract requirements. This Work is paid for directly or indirectly according to Subsection 109.05 and the Section ordering the work. When there is no pay item in the bid schedule, no direct payment is made.

Division II, §§200 through 800 consist of construction contract requirements for specific items of work. Work under these Sections are paid for directly or indirectly according to Subsection 109.05 and the Section ordering the work. When there is no pay item in the bid schedule, no direct payment is made.

Section 700 contains the Work material requirements. No direct payment is made in Division 700. Payment for material is included as part of the work required in the Section Ordering Work.

The first three digits of the pay item number in the Bid Schedule identify the Section under which the work is performed.

101.03 Abbreviations. Whenever these abbreviations are used in the specifications, they represent the following:

(a) Acronyms.

AA	—	Aluminum Association
AAN	—	American Association of Nurserymen
AAR	—	Association of American Railroads

AASHTO	—	American Association of State Highway and Transportation Officials
ACI	—	American Concrete Institute
ACPA	—	American Concrete Pavement Association
ADA	—	Americans with Disabilities Act
AGC	—	Associated General Contractors of America
AI	—	Asphalt Institute
AIA	—	American Institute of Architects
AISC	—	American Institute of Steel Construction
AISI	—	American Iron and Steel Institute
AITC	—	American Institute of Timber Construction
ANSI	—	American National Standards Institute
APWA	—	American Public Works Association
ARA	—	American Railway Association
AREA	—	American Railway Engineering Association
ARTBA	—	American Road and Transportation Builders Association
ASCE	—	American Society of Civil Engineers
ASA	—	American Standards Association
ASCH	—	American Standard Code for Information Interchange
ASLA	—	American Society of Landscape Architects
ASTM	—	American Society for Testing and Materials
ATSSA	—	American Traffic Safety Services Association
AWPA	—	American Wood Preservers Association
AWS	—	American Welding Society
AWWA	—	American Water Works Association
CFR	—	Code of Federal Regulations
CO	—	COUNTY OFFICIAL, Ottawa County
CRSI	—	Concrete Reinforcing Steel Institute
DEQ	—	Department of Environmental Quality
EPA	—	Environmental Protection Agency
FHWA	—	Federal Highway Administration
FICA	—	Federal Insurance Contributions Act
FLH	—	Federal Lands Highways
FSS	—	Federal Specifications and Standards
FTMS	—	Federal Test Method Standard
FUTA	—	Federal Unemployment Tax Act
GSA	—	General Services Administration
IEEE	—	Institute of Electrical and Electronic Engineers
ISO	—	International Organization for Standardization
ISSA	—	International Slurry Surfacing Association
ITE	—	Institute of Transportation Engineers
MIL	—	Military Specifications
MPI	—	Master Painters Institute
MUTCD	—	Manual on Uniform Traffic Control Devices (for Streets and Highways)
NCHRP	—	National Cooperative Highway Research Program

NEC	—	National Electrical Code
NEMA	—	National Electrical Manufacturer's Association
NFPA	—	National Forest Products Association
NIST	—	National Institute of Standards and Technology
OSHA	—	Occupational Safety and Health Administration
ODOT	—	Oklahoma Department of Transportation
PCA	—	Portland Cement Association
PCI	—	Prestressed Concrete Institute
PVC	—	Polyvinyl Chloride
PTI	—	Post-Tensioning Institute
SAE	—	Society of Automotive Engineers
SF	—	Standard Form
SI	—	International System of Units
SSPC	—	Steel Structures Painting Council
UL	—	Underwriter's Laboratory
U.S.	—	United States of America
USC	—	United States Code
USCS	—	United States Geological Survey
USFWS	—	United States Fish and Wildlife Service
USPS	—	United States Postal Service

(b) SI Symbols.

A	—	ampere	electric current
cd	—	candela	luminous intensity
°C	—	degree Celsius	temperature
d	—	day	time
g	—	gram	mass
h	—	hour	time
H	—	Henry	inductance
ha	—	hectare	area
Hz	—	hertz (s ⁻¹)	frequency
J	—	joule (N•m)	energy
K	—	kelvin	temperature
L	—	liter	volume
lx	—	lux	illuminance
m	—	meter	length
m²	—	square meter	area
m³	—	cubic meter	volume
min	—	minute	time
N	—	newton (kg•m/s ²)	force
Pa	—	pascal (N/m ²)	pressure
s	—	second	time
t	—	metric ton	mass
V	—	volt (W/A)	electric potential
W	—	waft (J/s)	power

Ω	—	ohm V/A	electric resistance
$^{\circ}$	—	degree	plane angle
'	—	minute	plane angle
"	—	second	plane angle

(c) **SI Prefix Symbols.**

E	—	exa	10^{18}
P	—	peta	10^{15}
T	—	tera	10^{12}
G	—	giga	10^9
M	—	mega	10^6
k	—	kilo	10^3
c	—	centi	10^{-2}
m	—	milli	10^{-3}
μ	—	micro	10^{-6}
n	—	nano	10^{-9}
p	—	pico	10^{-12}
f	—	femto	10^{-15}
a	—	atto	10^{-18}

101.04 Definitions. The following definitions apply to this contract:

Award — The written acceptance of a bid by the CO.

Backfill — Material used to replace or the act of replacing material removed during construction. Material placed or the act of placing material adjacent to structures.

Base — The layer or layers of selected material of a designated thickness placed on a subbase or a subgrade to support a surface course.

Bid — A written offer by a bidder to perform work at a quoted price.

Bidder — Any individual or legal entity submitting a bid.

Bid Guarantee — A form of security assuring that the bidder will not withdraw a bid within the period specified for acceptance and will execute a written contract and furnish required bonds.

Bid Schedule — The prepared schedule included with the bid forms, containing the estimated quantities of pay items for which unit bid prices are invited.

Bridge — A structure, including supports, erected over a depression or obstruction, such as water, a highway, or a railway, and having a track or passageway from carrying traffic or other moving loads, and having an opening measured along the center of the roadway

of more than 20 feet between under-copings of abutments or spring lines or arches or extreme ends of openings for multiple boxes; may include multiple pipes where the clear distance between openings is less than half of the smaller contiguous opening.

(a) Bridge Length. The length of a bridge structure is the over-all length measured along the line of survey stationing back to the back of backwalls of abutments, if present, otherwise end to end of the bridge floor, but in no case less than the total clear opening of the structure.

(b) Bridge Roadway Width. The clear width of the structure measured at right angles to the center of the roadway between the bottom of curbs or, if curbs are not used, between the inner faces of parapet or railing.

Calendar Day — Any day shown on the calendar, beginning and ending at midnight.

Change in Work, Significant — When the character of the work, as altered, (1) differs materially in kind or nature from that involved or included in the original proposed construction, or (2) when a major item of work as defined in CONTRACT CLAUSE 52.211-18 is increased in excess of 115-percent or decreased below 85-percent of the original Contract quantity.

Change Order — A written order to the Contractor for extra work, increases or decreases in Contract quantities, and additions or alterations to the plans or specifications, within the scope of the Contract.

Clear Zone — The portion of the roadside, including the shoulder, available for the safe use by an errant vehicle in which the driver may regain control of the vehicle. Recommended distances for the clear zone are in the AASHTO Roadside Design Guide.

Commercial Certification — See Subsection 106.03.

Construction Limits — The limits on each side of the project that establish the area disturbed by construction operations and beyond which no disturbance is permitted. Typically the construction limits are the same as the clearing limits, except when additional clearing is required.

Contract — A mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the COUNTY to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards, and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications.

Contract Modification — Any written change in the terms of the contract. Contract modifications are of the following forms:

(a) **Administrative Change.** A unilateral contract change, in writing, that does not affect the substantive rights of the parties (e.g., a change in the paying office or the appropriation data).

(b) **Change Order.** A written order, signed by the CO, directing the Contractor to make a change that CONTRACT CLAUSE 52.243-4 Changes authorizes the CO to order without the Contractor's consent.

(c) **Supplemental Agreement.** A contract modification that is accomplished by the mutual action of the parties.

Contract Pay Item — A specific item of work for which a unit and price is provided in the contract.

Contract Time — The numbers of work days or calendar days allowed for completion of the work required by the Contract, including authorized time extensions, or a date certain by which work must be completed.

(a) **Calendar Day.** Any day shown on the calendar beginning and ending at midnight.

(b) **Completion Day.** A date by which all work specified in the contract is to be completed.

(c) **Working Day.** Every day shown on the calendar, exclusive of Saturdays, Sundays, and holidays as set forth in 101.04, on which weather and other conditions not under the control of the Contractor will permit construction operations to proceed for a minimum of six hours with normal working forces engaged in performing the controlling item or items of work. Saturdays, Sundays, and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered as working days.

COUNTY OFFICIAL (CO) — An official of the COUNTY with the authority to enter into, administer, and terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the CO acting within the limits of their authority as delegated by the CO.

Contractor — The individual or legal entity contracting with the COUNTY for performance of prescribed work.

COUNTY — Ottawa County of Oklahoma.

Crashworthy — A highway feature is crashworthy if it was successfully crash tested under the NCHRP Report 350, *Recommended Procedures for the Safety Performance Evaluation of Highway Features* or earlier comparable criteria or if it was accepted through analysis by FHWA, based on similarity to other crashworthy features. A list of crashworthy highway features is available on the FHWA Safety website.

Critical Path — The logical progression of construction tasks necessary to complete construction of a project with each dependent element properly sequenced to follow the work on which it is dependent.

Cross-Section — A vertical section of the ground or structure at right angles to the centerline or baseline of the roadway or other work.

Culvert — Any structure, not classified as a bridge, that provides an opening under the roadway.

Day — Each and every day shown on the calendar, beginning and ending at midnight.

Density — Mass per unit volume of material. Specific gravity multiplied by the unit mass of water.

Detour — A temporary rerouting of public traffic onto alternate existing roadways in order to avoid the work or part of the work.

Differing Site Conditions — Subsurface or latent physical conditions at the site that, (1) differ materially from those indicated in the Contract, or (2) differ materially from conditions normally encountered or those conditions generally recognized as inherent in the nature of the work required in the Contract, or (3) are unknown physical conditions of an unusual nature.

Diversion — A temporary rerouting of public traffic onto a temporary alignment within the project limits in order to bypass the work or a portion of the work.

Drawings — Design sheets or fabrication, erection, or construction details submitted to the COUNTY by the Contractor according to CONTRACT CLAUSE 52.236-21 Specifications and Drawings for Construction. Also refers to submissions and submittals.

Highway, Street, or Road — A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

Inspector — The CO's authorized representative assigned to make detailed inspections of Contract performance.

Layer — See “lift.”

Lift — Defined as follows:

(a) When placing and compacting soils and aggregates, a lift is any single, continuous layer of material that receives the same compactive effort throughout during a single work operation.

(b) When installing culvert pipe less than or equal to 48 inches in diameter, the backfill material placed on both sides of the pipe is considered to be contained in the same lift when the material is placed to the same elevation on both sides of the culvert, the compactive effort applied to one side of the culvert is the same as that applied to the other, and the compactive effort is applied to both sides of the pipe in a continuous operation.

Material — Any substances specified or necessary to satisfactorily complete the contract work.

Maximum Particle Size — The smallest sieve opening through which all particles in the material will pass.

Measurement — The process of identifying the dimensions, quantity, or capacity of an item. See Section 109 for measurement methods, terms, and definitions.

Notice to Proceed — Written notice to the Contractor to begin the contract work.

Pavement Structure — The combination of subbase, base, paving geotextiles, and surface courses placed on a subgrade to support and distribute the traffic load to the roadbed.

Payment Bond — The security executed by the Contractor and surety or sureties and furnished to the COUNTY to ensure payments as required by law to all persons supplying labor or material according to the contract.

Performance Bond — A bond, issued by a Surety to the COUNTY in a sum not less than the total Contract price which shall ensure the proper and prompt completion of the work in accordance with the provisions of the Contract.

Plans — Approved Contract drawings showing the location, type, dimensions, and details of Contract work to be performed.

(a) **Standard Plans.** Detailed drawings approved for repetitive use.

(b) **Plan Notes.** Plan notes are insertions on standard plans primarily to facilitate

design considerations. Whenever there appears to be conflict in plan notes, Contractor shall notify the CO prior to commencement of affected work. The CO will determine the applicability of the note(s) in question to the specific project.

(c) Working Drawings. Supplemental design sheets or similar data that the Contractor is required to submit to the CO such as shop drawings, erection plans, false work plans, framework plans, cofferdam plans, and bending diagrams for reinforcing steel.

(d) Work Plans. Supplemental procedures or data developed by the Contractor as his/her methodology to construct the work required by the Plans for the project, the Standard Specifications and any applicable Special Provisions.

Production Certification — See Subsection 106.03.

Professional Engineer — Engineers who hold valid State licenses permitting them to offer engineering services directly to the public, who are experienced in the work for which they are responsible, who take legal responsibility for their engineering designs, and who are bound by a code of ethics to protect the public health.

Profile Grade — The trace of a vertical plane intersecting a particular surface of the proposed road construction located as shown on the plans, usually along the longitudinal centerline of the roadbed. Profile grade means either elevation or gradient of the trace according to the context.

Project — The specific section of the highway or other property on which construction is to be performed under the contract.

Right-of-Way — Real property necessary for the project, including roadway, buffer areas, access, and drainage areas.

Roadbed — The graded portion of a highway prepared as a foundation for the pavement structure and shoulders.

Roadside — All area within the right-of-way excluding the traveled way and shoulders.

Roadway — In general, the portion of a highway, including shoulders, for vehicular use. A divided highway has two or more roadways. In construction specifications, the portion of a highway within the construction limits.

Roadway Prism — The volume defined by the area between the original terrain cross-section and the final design cross-section multiplied by the horizontal distance along the centerline of the roadway.

Roller Pass — One trip of a roller in one direction over any one spot.

Shoulder — The portion of the roadway contiguous to the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of the pavement structure.

Shut Down Order — A written order issued by the CO to the Contractor directing the Contractor to cease all or any specific part of the contract work. No work prohibited by the Shut Down Order may be resumed until a written authorization rescinding the Shut Down Order is issued by the CO.

Sidewalk — That portion of the Right-of-Way constructed for the use of pedestrians.

Sieve — See AASHTO M 92.

Solicitation — The complete assembly of documents (whether attached or incorporated by reference) furnished to prospective bidders.

Special Contract Requirements — Additions and revisions to the standard specifications applicable to an individual project.

Special Provisions — Revisions to the Standard and Supplemental Specifications applicable to an individual project.

Specifications — The written requirements for performing work.

Stabilization — Modification of soils or aggregates by incorporating materials that will increase load-bearing capacity, firmness, and resistance to weathering or displacement.

Standard Forms — Numbered forms issued by the General Services Administration for use as contract documents.

Standard Drawings — Drawings approved for repetitive use, showing details to be used where appropriate.

Standard Specifications — The Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects approved for general application and repetitive use.

Station — (1) A measure of distance used for highways and railroads. A station is equal to 100 feet. (2) A precise location along a survey line.

Structure — Bridge, culvert, catch basin, drop inlet, retaining wall, cribbing, manhole, endwall, headwall, building, sewer, service pipe, underdrain, foundation drain, and other constructed features which may be encountered in the work and not otherwise classified.

Subbase — Layers of specified material thickness placed on a subgrade to support a base course.

Subcontract — The written agreement between the Contractor and an individual or legal entity prescribing the performance of a specific portion of the work.

Subcontractor — An individual or legal entity with which the Contractor sublets part of the work. This includes all subcontractors in any tier.

Subgrade — The top surface of a roadbed upon which the pavement structure, shoulders, and curbs are constructed.

Substructure — All of the bridge below the bearings of simple and continuous spans, skewbacks of arches, and tops of footings of rigid frames including backwalls, wingwalls, and wing protection railings.

Suitable Material — Rock or earth material that will provide stable foundations, embankments, or roadbeds, and is reasonably free of organic matter, roots, muck, sod, or other detrimental material. Suitable material may require drying or adding water, root picking, and other methods of manipulation before use. Suitable material includes the classifications of materials for which the project was designed.

Superintendent — The Contractor's authorized representative in responsible charge of the work.

Superstructure — The entire bridge except the substructure.

Supplemental Agreement — A written agreement signed by the COUNTY and the Contractor for the performance of work beyond the scope of the original Contract that the COUNTY elects to perform in conjunction with the existing Contract.

Supplemental Specifications — The book of approved additions and revisions to the Standard Specifications.

Surety — An individual or corporation legally liable for the debt, default, or failure of a Contractor to satisfy a contract obligation.

Surface Course — The top layer or layers of a pavement structure designed to accommodate the traffic load and resist skidding, traffic abrasion, and weathering.

Target Value (TV) — A number established as a center for operating a given process. Once established, adjustments should be made in the process as necessary to maintain a central tendency about the target value. Test results obtained from a well-controlled process should cluster closely around the established target value and the mean of the test

results should be equal to or nearly equal to the established target value.

Traveled Way — The portion of the roadway designated for the movement of vehicles, including curve widening, exclusive of shoulders.

Unbalanced Bid, Materially — A bid that generates a reasonable doubt that award to the bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the COUNTY.

Unbalanced Bid, Mathematically — A bid containing lump sum or unit bid items that do not reflect reasonable estimated costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs.

Unilateral Change Order — A change order issued by the CO in accordance with his/her determination of an equitable price and time adjustment, but to which the Contractor does not agree and does not sign.

Unsuitable Material — Material that is not capable of creating stable foundations, embankments, or roadbeds. Unsuitable material includes muck, sod, or soils with high organic contents.

Work — The furnishing of all labor, materials, equipment, and other incidentals necessary to successfully complete the project according to the contract.

Section 102. — BID, AWARD, AND

EXECUTION OF CONTRACT

102.01 Acquisition Regulations. Bid, award, and execution of the contract are governed by the STATE STATUTES.

102.02 Interpretation of Quantities and Bid Proposal. The Quantities in the Proposal Forms are estimates only, to be used by the County for the purpose of comparing Proposals, and the County reserves the right to increase, decrease, or eliminate estimated quantities of work or materials in accordance with Section 103, “Scope of Work.” The County will pay for the actual quantities of work performed and accepted or materials provided as required by the Contract in accordance with Section 109, “Measurement and Payment.”

102.03 Examination of Plans, Specifications, Special Provisions and Site of Work. The COUNTY will prepare plans and specifications giving directions to be carried out by the Contractor. This information may include geophysical data and interpretations (seismic or resistivity). Bidders are cautioned that interpretations of geophysical data are based on opinion and judgment. Bidders are advised to have these data and interpretations independently evaluated by someone qualified in this technical field before using them for bidding purposes. When subsurface boring or test hole data is shown on the plans or included in the specifications it is for bidders information only. While subsurface investigations will have been performed with reasonable care, there is no warranty or guaranty, either expressed or implied, that they will disclose the actual conditions which will be encountered during subsurface investigation record, the data shown in the individual log of each test boring apply only to that particular boring and are not intended to be conclusive as to the character of any material between or around test borings. Any interpretation of the COUNTY’s subsurface investigation record made by the bidder as to the types, characteristics, quantity and quality of any subsurface material or condition shall be at the sole risk of the bidder.

102.04 Preparation of Bids. Follow the requirements of CONTRACT CLAUSE 52.214-18 Preparation of Bids — Construction.

Execute and submit all required standard forms, bid schedules, and solicitation provisions contained in the solicitation as part of the bid.

Complete *Solicitation, Offer, and Award* form, and sign as follows:

(a) Individuals. Sign your individual signature. For individuals doing business as a firm, follow the individual signature with the individual’s typed, stamped, or printed name and the words, “*an individual doing business as* _____ *(name of firm)* .”

(b) Partnerships. Submit a list of all partners having authority to bind the partnership. One of the listed partners must sign on behalf of the partnership.

(c) Corporations. Sign in the corporate name, followed by the word “by” and the signature and title of the person authorized to sign. Submit evidence from the corporation that the person signing has authority to bind the corporation.

(d) Joint Ventures. Submit a copy of the Joint Venture agreement. Sign the *Solicitation, Offer and Award* form according to the Joint Venture agreement.

(e) Limited Liability Company. Sign in the company name, followed by the word “by” and the signature of the person authorized to sign. Submit evidence that the individual executing the document has authority to bind the company.

(f) Agents. When an agent signs, other than as stated in (a) through (e) above, furnish satisfactory evidence that the agent has authority to bind the bidder.

Insert a unit bid price, in figures, for each pay item for which a quantity appears in the bid schedule. Multiply the unit bid price by the quantity for each pay item and show the amount bid. Should any mathematical check made by the COUNTY show a mistake in the amount bid, the corrected unit price extension shall govern.

When the words “*lump sum*” appear as a unit bid price, insert an amount bid for each lump sum pay item.

When the words “*contingent sum*” or a fixed rate appears as a unit bid price, include the COUNTY inserted amount bid for the item in the total bid amount.

Total all of the amounts bid for each pay item and show the total bid amount.

The quantities shown in the bid schedule are approximate, unless designated as a contract quantity, and are used for the comparison of bids. Payment will be made for the actual quantities of work performed and accepted or material furnished according to the contract. The scheduled quantities may be increased, decreased, or deleted. Bid schedule quantities are considered the original contract quantities.

102.05 Bid Guarantee. Follow the requirements of STATE STATUTE §61-107 Check, bond or irrevocable letter of credit to accompany bid, A. 1. and A. 2.

(a) General. Submit a “Check, bond or irrevocable letter of credit” of 5 percent of the amount of the bid. Submit the “Check, bond or irrevocable letter of credit” on *Bid Bond*. If the “Check, bond or irrevocable letter of credit” is other than a corporate or individual surety, sign the *Bid Bond* as the principal and make a statement on the form pledging the security. Make checks or money orders payable to the agency

issuing the solicitation.

(b) Power of Attorney. A corporate surety shall submit a current power of attorney for the signing agent or attorney-in-fact with each *Bid Bond*.

(c) Evidence of Guarantee Assistance. A surety that has a guarantee of assistance from the Small Business Administration shall submit a copy of its “*Surety Bond Guarantee Agreement*” with each *Bid Bond*. In addition, submit a power of attorney for the surety representative identified in the agreement.

102.06 Individual Surety. Follow the requirements of STATE STATUTE §61-1. Bond, irrevocable letter or credit or affidavit of payment of indebtedness to be furnished on public works contracts and §61-113. Execution of contract. B.

Complete and date the *Affidavit of Individual Surety*, after the solicitation date. The individual surety shall personally sign the *Affidavit of Individual Surety*. Execution by power of attorney is not acceptable. Bidders cannot serve as their own surety. Assets named shall be committed to the project with a bank designated to serve as trustee.

After reviewing the *Affidavit of Individual Surety*, the surety may be requested to provide further documentation with respect to any of its assets, debts, or encumbrances. The information may be required to be furnished under oath. Failure of the surety to respond with the requested documentation within 7 days of receipt of the request is cause for rejection of the surety.

Any material misstatement by the surety, overstatement of assets (either as to ownership or value) or understatement of liabilities is cause for rejection of the surety. Substitution of individual sureties to support a bid bond after the bid opening will not be permitted.

102.07 Public Opening of Bids. Bids will be publicly opened at the time specified in the Contract Proposal. Their contents will be made public information. The COUNTY reserves the right to reject bids as set forth in the STATE STATUTE §61-119. Rejection of bids.

102.08 Performance, Payment and Maintenance Bonds. Follow the requirements of STATE STATUTE’s §61-1. Bond or irrevocable letter of credit and §61-113. Execution of contract.

Furnish “Bonds or irrevocable letters of credit” in sums equal to the contract price to ensure the following:

(a) proper and prompt completion of the work in accordance with the provisions of the contract and bidding documents,

(b) that the contractor shall pay all indebtedness the contractor incurs for the contractor's subcontractors and all suppliers of labor, material, rental of machinery or equipment, and repair of and parts for equipment the contract requires the contractor to furnish, and

(c) to protect the awarding public agency against defective workmanship and materials for a period of one (1) year after acceptance of the project

The requirements contained in Subsections 102.04 and 102.05 relating to power of attorney, evidence of guarantee assistance, and individual sureties also apply to performance and payment bonds.

Section 103. — SCOPE OF WORK

103.01 Intent of Contract. The intent of the contract is to provide for the construction and completion of the work described. The precise details of performing the work are not stipulated except as considered essential for the successful completion of the work. Furnish all labor, material, equipment, tools, transportation, and supplies necessary to complete the work according to the contract.

103.02 Disputes. Follow the requirements of CONTRACT CLAUSE 52.233-1 Disputes.

When requesting a CO's decision on an interpretation of contract terms for the recovery of increased costs, quantify the amount and, if required by CONTRACT CLAUSE 52.233-1, certify the amount. Include an explanation of the interpretation of contract terms, the contract clause under which the claim is made, all supporting documentation, and adequate cost data to support the amount claimed.

103.03 Value Engineering. Follow the requirements of CONTRACT CLAUSE 52.248-3 Value Engineering –Construction.

Before undertaking significant expenditures, provide the CO with a written description of the value engineering change proposal (VECP) concept. Within 14 days, the CO will inform the Contractor as to whether the concept appears to be viable or if the concept is unacceptable. If the CO indicates that the concept appears to be viable, prepare and submit the formal VECP proposal.

103.04 Contractor Records. Upon request, provide records related to the contract to the COUNTY for up to 3 years after final payment and for longer periods as provided by law.

Include a provision in all subcontracts at all tiers giving the COUNTY the same rights as provided above with respect to the subcontractor's records.

103.05 Partnering. To facilitate this contract, the COUNTY offers to participate in a formal partnership with the Contractor. This partnership draws on the strengths of each organization to identify and achieve reciprocal goals. Partnering strives to resolve problems in a timely, professional, and non-adversarial manner. If problems result in disputes, partnering encourages, but does not require, alternative dispute resolution instead of the formal claim process. The objective is effective and efficient contract performance to achieve a quality project within budget and on schedule.

Acceptance of this partnering offer by the Contractor is optional, and the partnership is bilateral.

If the partnering offer is accepted, mutually agree with the COUNTY on the level of organizational involvement and the need for a professional to facilitate the partnering process. Engage the facilitator and other resources for key Contractor and COUNTY representatives to attend a partnership development and team-building workshop usually between the time of award and the notice to proceed. Hold additional progress meetings upon mutual agreement.

The direct cost of partnering facilities, professional facilitation, copying fees, and other miscellaneous costs directly related to partnering meetings will be shared by the Contractor and COUNTY. Secure and pay for facilities, professional fees, and miscellaneous requirements. Provide invoices to the COUNTY. The COUNTY will reimburse the Contractor for 50 percent of the agreed costs incurred for the partnering process. The COUNTY's share will not exceed \$5,000.

Each party is responsible for making and paying for its own travel, lodging, and meal arrangements. The time allowed for completion of the project is not affected by partnering.

103.06 Significant Changes in the Character of Work. The COUNTY reserves the right to make, in writing, at any time during the work, such changes in quantity and such alterations in the work as are necessary to satisfactorily complete the Project. Such changes in quantities and alterations shall not invalidate the Contract nor release the Surety, and the Contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the Contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.

If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the altered work will be paid for at the unit price bid for by the Contractor.

The term "significant change" shall be construed to apply only to the following circumstances:

- (a) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
- (b) When a major item of work, as defined in Subsection 101.04, "Change in Work,

Significant,” in increased in excess of 115 percent or decreased below 85 percent of the original Contract quantity. Any allowance for an increase in quantities shall apply only to that portion in excess of 115 percent of the original Contract quantity, or in case of a decrease below 85 percent, to the actual amount of work performed.

If directed changes require additional time to complete, the Project, adjustment in the Contract Time will be made as provided by Subsection 108.03, “Determination and Extension of Contract Time.”

Payment for changed major item quantities or altered work will be made as provided in Contract Clause 52.211-18, “Variation in Estimated Quantity.” or Contract Clause 52.236-02, “Differing Site Conditions, Changes and Extra Work.” as appropriate.

Section 104. — CONTROL OF WORK

104.01 Authority of the COUNTY OFFICIAL (CO). The CO may delegate authority to representatives to decide on acceptability of work, progress of work, suspension of work, interpretation of the contract, and acceptable fulfillment of the contract. The term “CO” includes all authorized representatives of the CO, including inspectors, acting within the limits of their authority as delegated by the CO.

104.02 Authority of Inspectors. Inspectors are authorized to inspect all work including the preparation, fabrication, or manufacture of material for the project. The inspector is not authorized to alter or waive contract requirements, issue instruction contrary to the contract, act as foreman for the Contractor, or direct the Contractor’s operations. The inspector has authority to identify non-conforming work until the issue can be referred to and decided by the CO. The inspector may take necessary action to prevent imminent and substantial risk of death or injury including stopping work.

104.03 Specifications and Drawings. Follow the requirements of CONTRACT CLAUSE 52.236-2 1 Specifications and Drawings for Construction.

(a) General. Prepare drawings as necessary to construct the work. Drawings include, but are not limited to, layouts that show the relative position (vertical and horizontal as appropriate) of work to be performed, fabrication details for manufactured items and assemblies, installation and erection procedures, details of post-tensioning and other systems, detailed trench and excavation procedures that conform to OSHA requirements, traffic control implementation drawings, and methods for performing work near existing structures or other areas to be protected. Show all the drawing dimensions in United States customary units.

Limit drawings to a maximum size of 24 by 36 inches. Include on each drawing and calculation sheet, the project number, name, and other identification as shown in the contract.

Furnish 5 sets of drawings and supporting calculations for acceptance before performing work covered by the drawings. If drawings are returned for revision, correct and resubmit for acceptance. Allow 40 days per submission for railroad structures and 30 days per submission for all other structures. The review time as specified is applied separately to each drawing submitted. The CO may request additional specific drawings for unique situations in order to clarify layout, construction details, or methodology. If drawings must be resubmitted, the time for acceptance starts over. Obtain written approval before changing or deviating from the accepted drawings.

(b) Specific requirements for concrete and miscellaneous structures.

(1) Furnish drawings for the following:

- (a) Site-specific layouts for all wall types and gabion installations;
- (b) Gabion and revet mattress details and installation procedures;
- (c) Forms and falsework for reinforced concrete box culverts less than or equal to 6 feet in height;
- (d) Fabrication drawings for bridge railings and parapets;
- (e) Fabrication drawings for prestressed members;
- (f) Fabrication and installation drawings for expansion joint assemblies;
- (g) Fabrication drawings for bearing assemblies;
- (h) Construction joint location and concrete deck placement sequences not shown on the plans;
- (i) Erection diagrams for Soil-Corrugated Metal Structure interaction systems (multi-plate structures);
- (j) Structural steel fabrication drawings;
- (k) Utility hangar details; and
- (l) Fabrication and installation drawings for precast items.

(2) Furnish drawings that bear the seal and signature of a professional engineer proficient in the pertinent design field for the following:

- (a) Erection plans;
- (b) Reinforced soil slopes details;
- (c) MSE wall and crib wall details;
- (d) Details and installation procedures for proprietary wall systems;
- (e) Temporary bridge structures for public use;
- (f) All bridge forms except for railings, parapets, and components less than 6-feet in height;
- (g) Shoring systems and cofferdams greater than 6-feet in height;
- (h) All shoring systems that support traffic loadings;
- (i) Forms and falsework for all structures greater than 6-feet in height;
- (j) Post-tensioning systems;
- (k) Ground anchors, soil nail, and rock bolt assembly details, layout, and installation and testing procedures;
- (l) Tie back wall details; and
- (m) Alternate retaining wall details.

(3) Furnish drawings that bear the seal and signature of a professional engineer who is proficient in forms and falsework design and licensed in the state where the project will be constructed for the following:

- (a) Falsework for any structure with a span exceeding 16 feet;

- (b) Falsework for any structure with a height exceeding 14 feet; and
- (c) Falsework for structures where traffic, other than workers involved in constructing the structure, will travel under the structure.

104.04 Coordination of Contract Documents. The State Statutes, Contract Clauses, special contract requirements, plans, and standard specifications are all essential parts of the contract documents. A requirement in one document is binding as though occurring in all the contract documents. The contract documents are intended to be complementary and to describe and provide for a complete contract. In case of discrepancy, calculated and shown dimensions govern over scaled dimensions. The contract documents govern in the following order:

- (a) Special Contract Requirements (Division II);
- (b) Project Plans;
- (c) General Use Special Provisions (Division I);
- (d) Standard Drawings;
- (e) Supplemental Specifications;
- (f) Standard Specifications; and
- (g) State Statutes / Contract Clauses.

104.05 Load Restrictions. Follow the requirements of CONTRACT CLAUSE 52.236-10 Operations and Storage Areas, paragraph (c).

Comply with all legal load restrictions when hauling material and equipment on public roads to and from the project. A special permit does not relieve the Contractor of liability for damage resulting from the moving of material or equipment.

Unless otherwise permitted, do not operate equipment or vehicles that exceed the legal load limits over new or existing structures, or pavements within the project except those pavements intended to be removed.

104.06 Cooperation between Contractors. The COUNTY reserves the right as any time to contract for and have performed other work within or near the Project limits covered by the Contract.

When separate Contracts are let within limits of any one Project, each Contractor shall conduct his/her work so as to minimize interference with the progress or completion of the work being performed by other Contractors. Contractors working on the same Project

shall cooperate with each other and coordinate their operations in such a manner as to facilitate prompt and expeditious completion of their Contracts. Contractors failing to cooperate with other Contractors may be declared in default on their Contract.

The Contractor shall arrange his/her work and shall place and dispose of the materials being used so as to minimize interference with the operations of the other Contractors within the limits of the same project. He/She shall join his/her work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the other Contractors.

At all grade separations and/or bridge structures where the Plans indicate fills at abutments are to be made by the Grading Contractor, the Grading Contractor shall begin grading operations at these locations immediately upon beginning work on the Project, unless otherwise provided for in the Contract, and shall complete the fills adjacent to abutments without undue delay. No rock over 2-inches in the largest dimension shall be placed in fills within 30 feet of abutment locations.

At all grade separation structures where the Plans indicate that roadway excavation through the structure location is to be made by the Grading Contractor, the Grading Contractor shall begin grading operations at these locations immediately upon beginning work on the Project and shall complete this work without undue delay. Excavation at these locations shall not extend beyond the width of excavation shown on the underpass Plans.

The Bridge Contractor shall complete the bridge boxes and the backfills around the bridge boxes to the top of the box or to the natural ground line, whichever is the lower, as soon as possible after the Contract is effective, so that the Grading Contractor may make the roadway fills over these bridge boxes.

If the Grading Contractor has complete his/her Project, except for fills at bridge boxes to be constructed by the Bridge Contractor prior to completion of these boxes, the Bridge Contractor shall make the roadway fills to the typical section and subgrade line as shown on the Plans.

Each Contractor shall be solely responsible for his/her actions for all work performed under the Contract and shall save and hold harmless the COUNTY, its officers, agents, and employees from

104.07 Removal and Disposal of Salvaged Materials, Structures and Obstructions.

Unless otherwise shown on the Plans or in the Proposal, all salvaged materials or materials not incorporated in the work shall become the property of the Contractor and disposed of by him/her. No materials shall be buried or otherwise disposed of within the Project limits or on any publicly owned property without written permission of the CO.

104.08 Maintenance during Construction. The Contractor shall continuously and effectively perform and maintain the work until the Project is accepted. The CO will immediately notify the Contractor of noncompliance with these Contract requirements. If the Contractor does not remedy the unsatisfactory maintenance within 24 hr of the notice, the CO will maintain the Project by others and will deduct the cost of that maintenance from the amount of money due the Contractor.

If the Contract includes the placing material on, or using a previously constructed subgrade, base course, pavement or structure, the Contractor shall maintain the previously constructed work during construction operations.

The County will consider the cost of maintenance work during construction and before the Project is accepted to be included in the contract unit price for the relevant pay item.

104.09 Final Cleaning Up. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the right-of-way all of his/her machinery, equipment, surplus and discarded materials, rubbish and temporary structures. The Contractor shall remove stumps or portions of trees, shall cut all brush and weeds within the limits of the right-of-way and shall leave the Project and his/her borrow pits in a neat workmanlike condition. Material cleared from the right-of-way and deposited on property adjacent to the right-of-way will not be considered as having been disposed of satisfactorily.

The Contractor shall leave any areas or slopes, where he/she performs any work, in a neat and workmanlike condition. The Contractor shall repair at his/her own expense any areas, slopes or turf that have been damaged by his/her operations. The cost of final cleanup shall be incidental to other items and no separate payment will be made.

Section 105. — CONTROL OF MATERIAL

105.01 Source of Supply and Quality Requirements. Follow the requirements of CONTRACT CLAUSE 52.236-5 Material and Workmanship.

(a) Select sources and provide acceptable material. Notify the CO of all proposed sources before delivery to the project to expedite material inspection and testing. Do not incorporate material requiring submittal into the work until approved.

Material may be approved at the source of supply before delivery to the project. Approval does not constitute acceptance. If an approved source does not continue to supply acceptable material during the life of the project, further use of that source may be denied.

105.02 Material Sources.

(a) **COUNTY-Provided Sources.** The COUNTY will acquire the permits and rights to remove material from provided sources identified in the contract and to use such property for a plant site and stockpiles. Test reports and available historical performance data verifying the presence of acceptable material are available upon request.

Do not perform work within a COUNTY-provided source until a plan of operation for the development of the source is accepted. Perform all work necessary to produce acceptable material including site development, preparation, erosion control, and restoration.

The quality of material in provided sources is acceptable in general, but may contain layers or pockets of unacceptable material. It is not feasible to ascertain from samples the quality of material for an entire deposit, and variations may be expected. Determine the quantity and type of equipment and work necessary to select and produce acceptable material.

Strip and stockpile the overburden. After operations are complete, move all waste back into the source. Neatly trim and flatten the side slopes to the extent practicable. Spread the stockpiled overburden uniformly over the sides and bottom of the mined area. Shape the mined area to blend into the surrounding natural terrain.

(b) **Contractor-Located Sources.** The Contractor is responsible for located sources, including established commercial sources. Use sources that fulfill the contract quantity and quality requirements. Determine the quantity and types of equipment and work necessary to select and produce acceptable material. Secure all permits and clearances for use of the source and provide copies of the documents.

Provide laboratory test reports and available historical performance data indicating that acceptable material is available from the source. Do not use material from a source that is unacceptable to the COUNTY. Dispose of unacceptable material and locate another source at no cost to the COUNTY.

105.03 Material Source Management. Notify the CO 14 days before starting pit operations. Develop and operate within a material source according to the accepted plan of operation or written agreement for developing the source.

Before developing a material source, measure the sediment content of bodies of water adjacent to the work area that will receive drainage from the work area. Control all erosion so the sediment levels in the bodies of water within the drainage area of the work area do not increase. Control erosion so that sediment does not leave the work area.

105.04 Storing and Handling Material. Store and handle material to preserve its quality, and fitness for the work. Bulk materials shall be transported in vehicles constructed to prevent loss or segregation after loading and measuring. Stored material approved before storage may again be inspected before use in the work. Locate stored material to facilitate prompt inspection.

Use only approved portions of the right-of-way for storing material and placing plants and equipment. Provide all additional space needed. Do not use private property for storage without written permission of the owner or lessee. Furnish copies of all agreements. Restore all COUNTY-provided storage sites to their original condition. The Contractor is responsible for the security of all stored material.

105.05 Delivering and Stockpiling Aggregates. All aggregates shall be handled in such a manner as to preserve their quality, gradation and fitness for the work. The provisions for transporting aggregates shall be such to assure a continuous and adequate supply of material to the work.

Aggregates stockpiles shall be built up in such a manner that acceptable materials will be delivered to the plant or the Project. Aggregates from different sources and different gradations shall not be stockpiled together.

The gradation requirements, for the individual stockpiles and proportioning from the stockpiles, shall be the responsibility of the Contractor. Aggregates that have become segregated, or mixed with earth or other foreign material, shall be considered unacceptable, and will not be utilized in the work until Contractor causes aggregate piles to be integrated, and all foreign materials to be removed.

105.06 Use of Material Found in the Work. Material, such as stone, gravel, or sand, found in the excavation may be used for another pay item when acceptable. When there is an applicable excavation item in the bid schedule, such material will be paid both as

excavation and as the other pay item for which it is used. Replace material so used and needed for embankment or backfill with acceptable material at no cost to the COUNTY. Excavate or remove material only from within the grading limits, as indicated by the slope and grade lines.

The right to use and process material found in the work does not include the use and processing of material for non-COUNTY contract work except for the disposal of waste material. If the Contractor produces or processes material from COUNTY lands in excess of the quantities required for the contract, the COUNTY may:

- (a) Take possession of the excess material and direct its use, paying the Contractor only for the cost of production, or
- (b) Require removal of the material and restoration of the land to a satisfactory condition at no cost to the COUNTY.

Section 106. — ACCEPTANCE OF WORK

106.01 Conformity with Contract Requirements. Follow the requirements of Contract Clause 52.246-12 Inspection of Construction.

References to standard test methods of AASHTO, ASTM, GSA, and other recognized standard authorities refer to the methods in effect on the date of solicitation for bids.

Perform work according to the contract requirements. Perform all work to the lines, grades, cross-sections, dimensions, and processes or material requirements shown on the plans or specified in the contract.

Incorporate manufactured materials into the work according to the manufacturer's recommendations or to these specifications, whichever is stricter.

Plan dimensions and contract specification values are the values to be strived for and complied with as the design values from which any deviations are allowed. Perform work and provide material that is uniform in character and reasonably close to the prescribed value or within the specified tolerance range. The purpose of a tolerance range is to accommodate occasional minor variations from the median zone that are unavoidable for practical reasons.

The COUNTY may inspect, sample, or test all work at any time before final acceptance of the project. When the COUNTY tests work, copies of test reports are furnished to the Contractor upon request. COUNTY tests may or may not be performed at the work site. If Contractor testing and inspection is verified by the COUNTY, the Contractor's results may be used by the COUNTY to evaluate work for acceptance. Do not rely on the availability of COUNTY test results for process control.

Acceptable work conforming to the contract will be paid for at the contract unit bid price. Four methods of determining conformity and accepting work are described in Subsections 106.02 to 106.05 inclusive. The primary method of acceptance is specified in each Section of work. However, work may be rejected at any time it is found by any of the methods not to comply with the contract.

Remove and replace work that does not conform to the contract, or to prevailing industry standards where no specific contract requirements are noted, at no cost to the COUNTY. As an alternative to removal and replacement, the Contractor may submit a written request to:

- (a) Have the work accepted at a reduced price; or
- (b) Be given permission to perform corrective measures to bring the work into conformity.

The request must contain supporting rationale and documentation. Include references or data justifying the proposal based on an evaluation of test results, effect on service life, value of material or work, quality, aesthetics, and other tangible engineering basis. The CO will determine disposition of the nonconforming work.

Additionally, if there are provisions in the Contract for the acceptance of material or work that is not in full compliance with the minimum requirements stated, the use of pay adjustment factors reflecting the payment to be made for the work or materials will be included in the applicable Subsection concerning method of measurement and payment or in a separate Subsection.

When standard manufactured items are specified (such as fence, wire, plates, rolled shapes, pipe conduits, etc., that are identified by gauge, unit mass, section dimensions, etc.), the identification will be considered to be nominal masses or dimensions. Unless specific contract tolerances are noted, established manufacturing tolerances will be accepted.

106.02 Visual Inspection. Acceptance is based on visual inspection of the work for compliance with the contract and prevailing industry standards.

106.03 Certification. For material manufactured off-site, use a manufacturer with an ISO 9000 certification or an effective testing and inspection system. Require the manufacturer to clearly mark the material or packaging with a unique product identification or specification standard to which it is produced.

Other than references in or to the CONTRACT CLAUSE or STATE STATUTE, when these Standard Specifications reference certifications; certificates; or certified documents, equipment, or individuals, these references are not certifications under Section 4301 of Public Law 104-106, National Defense Authorization Act for Fiscal Year 1996. These references refer to documentation of non-regulatory, peripheral contract requirements that are required to be validated by an individual or organization having unique knowledge or qualifications to perform such validation.

Material accepted by certification may be sampled and tested at any time. If found not in conformance with the contract, the material will be rejected whether in place or not. One of the following certifications may be required:

(a) Production Certification. Material requiring a production certification is identified in the Acceptance Subsection of each Section. Require the manufacturer to furnish a production certification for each shipment of material. Include the following with each production certification:

(1) Date and place of manufacture;

(2) Lot number or other means of cross-referencing to the manufacturer's inspection and testing system; and

(3) Substantiating evidence that the material conforms to the contract quality requirements as required by CONTRACT CLAUSE 46.105(a)(4), including all of the following:

- (a) Test results on material from the same lot and documentation of the inspection and testing system;
- (b) A statement from the manufacturer that the material complies with all contract requirements; and
- (c) Manufacturer's signature or other means of demonstrating accountability for the certification.

(b) Commercial Certification. When a certification is required, but not a production certification, furnish one commercial certification for all similar material from the same manufacturer.

A commercial certification is a manufacturer's or Contractor's representation that the material complies with all contract requirements. The representation may be labels, catalog data, stamped specification standards, or supplier's certifications indicating the material is produced to a commercial standard or specification.

106.04 Measured or Tested Conformance. Provide all necessary production and processing of the work and control performance of the work so that all of the work complies with the contract requirements.

Results from inspection or testing shall have values within the specified tolerances or specification limits. When no tolerance values are identified in the contract, the work will be accepted based on customary manufacturing and construction tolerances.

106.05 Inspection at the Plant. Work may be inspected at the point of production or fabrication. Manufacturing plants may be inspected for compliance with specified manufacturing methods. Material samples may be obtained for laboratory testing for compliance with quality requirements. Allow full entry at all times to the parts of the plant producing the work.

106.06 Project Completion and Acceptance. Maintain the work during construction and until the project is accepted. Damage caused by the Contractor prior to final acceptance of the entire project will be repaired at the Contractor's expense.

(a) Substantial Completion. The point at which the project is complete such that it can be safely and effectively used by the public without further delays, disruption, or

other impediments. For conventional bridge and highway work, the point at which all bridge deck, parapet, pavement structure, shoulder, drainage, sidewalk, permanent signing and markings, traffic barrier, safety appurtenance, utility, and lighting work is complete.

(b) Project Completion. After the Contractor has completed the Work, the CO will make an inspection. If all work is completed in accordance with the Contract requirements, any change order(s), or applicable supplemental agreements, the CO will assign a Completion Date and relieve the Contractor of all construction site responsibilities.

If the inspection discloses work not completed in accordance with the Contract requirements, any change order(s), or applicable supplemental agreements, the CO will give written notice to the Contractor of the noncompliant work found in the inspection. The CO will not declare the Project complete until the Contractor addresses the noncompliant work to the satisfaction of the CO.

(c) Final Acceptance. Final acceptance occurs after the Contractor executes and submits all documents, certificates, proofs of compliance, the Final Estimate and Release of Claim. When the Contractor submits and the CO accepts all contract required project documentation, the Final Estimate and Release of Claim, the CO will assign an Acceptance Date. Final Payment will not be due to the Contractor until the Acceptance Date has been assigned. In accordance with Statutes and regulations, the Acceptance Date will govern the payment of any interest or monies due the Contractor.

(d) Partial Completion. At any time during the Project, if the Contractor or a subcontractor completes a part of the Contract, the Contractor may request the CO make a final inspection of that part. If the CO finds that part complete in accordance with the Contract requirements, any change orders, or applicable supplemental agreements, the CO may assign a Partial Completion Date and relieve the Contractor of further responsibility for that part. The decision to declare Partial Completion is the sole responsibility of the CO. A Partial Completion decision by the CO does not void or alter any terms of the Contract.

(e) Partial Acceptance. The Contractor may request the CO inspect a part of the project. Partial Acceptance may occur for a designated part of the Contract if the CO assigns it a Partial Completion Date, determines final quantities for the designated part of the Contract, and the Contractor submits and the CO accepts all required material certifications and documentation. Once the CO assigns a Partial Acceptance Date and submits a progressive estimate, the Contractor shall be relieved of further responsibility for that Contract part. Once the CO determines audited final quantities for a designated part of the Contract work and the County pays for that work, those audited final quantities will not be revised or adjusted. If, after Partial Acceptance,

the Contractor or a subcontractor damages the accepted work part, the Contractor shall repair or replace the damaged work in accordance with the Contract requirements and to the satisfaction of the CO at no additional cost to the County. Partial acceptance does not void or alter any of the terms of the contract.

When public traffic is accommodated through construction and begins using sections of roadway as they are completed, the Contractor shall continue maintenance of such sections until final acceptance.

Section 107. — LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

107.01 Laws to be Observed. Follow the requirements of Contract Clause 52.236-7 Permits and Responsibilities.

Comply with all applicable laws, ordinances, safety codes, regulations, orders, and decrees. Protect and indemnify the COUNTY and its representatives against any claim or liability arising from or based on the alleged violation of the same.

Comply with all permits and agreements obtained by the COUNTY for performing the work that is included in the contract. Obtain all additional permits or agreements and modifications to COUNTY-obtained permits or agreements that are required by the Contractor's methods of operation. Furnish copies of all permits and agreements.

107.02 Protection and Restoration of Property and Landscape. Follow the requirements of Contract Clause 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.

Preserve public and private property, and protect monuments established for the purpose of perpetuating horizontal, vertical, cadastral, or boundary control. When necessary to destroy a monument, reestablish the monument according to applicable state statute or by the direction of the agency or individual who established the monument.

Do not disturb the area beyond the construction limits. Replace trees, shrubs, or vegetated areas damaged by construction operations as directed and at no cost to the COUNTY. Remove any damaged limbs of existing trees by an approved arborist.

Do not excavate, remove, damage, alter, or deface any archeological or paleontological remains or specimens. Control the actions of employees and subcontractors on the project to ensure that protected sites are not disturbed or damaged. Should any of these items be encountered, suspend operations at the discovery site, notify the CO, and continue operations in other areas. The CO will inform the Contractor when operations may resume at the discovery site.

When utilities are to be relocated or adjusted, the COUNTY will notify all utility owners affected by the relocations or adjustments. The relocations or adjustments will be performed by others or will be included in the contract work.

Before beginning work in an area, the Contractor shall have all utility owners locate their utilities. Protect utilities from construction operations. Cooperate with utility owners to expedite the relocation or adjustment of their utilities to minimize interruption of service and duplication of work.

If utility services are interrupted as a result of damage by the construction, immediately notify the utility owner, the CO, and other proper authorities. Cooperate with them until service is restored. Do not work around fire hydrants until provisions for continued service are made and approved by the local fire authority.

If utility adjustment work, not included in the contract, is required, compensation for the work will be provided under applicable clauses of the contract. Satisfactorily repair damage due to the fault or negligence of the Contractor at no cost to the COUNTY.

Repair of damage to underground utilities that were not shown on the plans or identified before construction, and not caused by the fault or negligence of the Contractor, will be paid for by the COUNTY.

107.03 Bulletin Board. Furnish a weatherproof bulletin board of suitable size and construction for continuous display of posters and other information required by the contract. Erect and maintain the bulletin board at a conspicuously accessible location on the project and remove and dispose of it after project final acceptance.

Display each of the following documents on the bulletin board:

- (a) "Equal Opportunity" poster, according to Contract Clause 52.222-26 Equal Opportunity;
- (b) "Notice" that the project is subject to Title 18, U.S. Criminal Code, Section 1020, FHWA Form 1022;
- (c) "Notice to Employees" poster, WH-1321, regarding proper pay;
- (d) "Right to Safe and Healthful Workplace" poster, according to Title 29, Code of Federal Regulations, Part 1903;
- (e) "General Wage Decision" contained in the contract; and
- (f) Company equal employment opportunity policy.

107.04 Railroad Protection. The COUNTY will obtain the necessary permits and agreements from the railroad for specified contract work for relocating railroads or for work at railroad crossings. Make arrangements for all other work that, due to the method of operation, may also impact the railroad. Furnish copies of all permits and agreements.

Conduct the work covered by the railroad permit or agreement in a manner satisfactory to the railroad. Do not interfere with railroad operations. If the construction damages railroad property, reimburse the railroad for all damages, or at the railroad's option, repair the damage at no cost to the COUNTY.

Do not cross railroad tracks, with vehicles or equipment, except at existing and open public grade crossings or railroad approved temporarily grade crossings. If there is a need for a temporarily grade crossing, make the necessary arrangements with the railroad for its construction, protection, and removal. Reimburse the railroad for all temporary grade crossing work or, at the railroad's option, perform the work.

The requirements of the railroad are as follows:

- (a)** Indemnify and hold harmless the railroad according to Subsection 107.05. Carry insurance meeting the following minimums:
 - (1)** Worker's compensation insurance. Minimum required by law.
 - (2)** Bodily injury liability insurance. \$2,000,000 each occurrence.
 - (3)** Property damage liability insurance. \$2,000,000 aggregate coverage.
 - (4)** Railroad protective public liability and property damage liability insurance. \$2,000,000 each occurrence. \$6,000,000 aggregate coverage.
 - (b)** Notify the railroad in writing not less than 1 week before beginning construction within the railroad right-of-way. Secure permission from the railroad before performing work within the railroad right-of-way. Confer with the railroad concerning clearance requirements, operations, and safety regulations.
 - (c)** Reimburse the railroad for all flaggers and watchers provided by the railroad because of the work. The railroad generally requires 2 watchers or flaggers during construction operations that interfere with the railroad's tracks or traffic, that violate the railroad's operating clearances, or that involve a reasonable probability of accidental hazard to railroad traffic.
- Flaggers are also furnished whenever, in the railroad's opinion, such protection is needed. Notify the railroad 36 hours in advance of required protective services.
- (d)** Railroad employees are paid the prevailing railroad hourly rate for regularly assigned 8-hour days for the work classification and overtime according to labor agreements and schedules in effect when the work is performed.
 - (e)** Wage rates are subject to change by law or agreement between the railroad and employees and may be retroactive. If the wage rates change, reimburse the railroad based on the new rates.
 - (f)** Reimburse the railroad monthly for the cost of all services performed by the railroad. Furnish satisfactory evidence that the railroad has received full

reimbursement before final acceptance.

(g) Do not store any material, supplies, or equipment closer than 15 feet from the centerline of any railroad track.

(h) Upon completion of the work, remove all equipment and surplus material, and leave the railroad right-of-way in a neat condition satisfactory to the railroad.

107.05 Responsibility for Damage Claims. Indemnify and hold harmless the COUNTY, its employees, and its consultants from suits; actions; or claims brought for injuries or damage received or sustained by any person, persons, or property resulting from the construction operations or arising out of the negligent performance of the contract.

Procure and maintain until final acceptance of the contract, liability insurance of the types and limits specified below. Obtain insurance from companies authorized to do business in the appropriate state. The insurance shall cover all operations under the contract whether performed by the Contractor or by subcontractors.

Before work begins, furnish "*certificates of insurance*" certifying that the policies will not be changed or canceled until 30 days written notice has been given to the COUNTY. Insurance coverage in the minimum amounts set forth below shall not relieve the Contractor of liability in excess of the coverage.

Carry insurance meeting the following minimums:

- (a) Worker's compensation insurance. Minimum required by law.
- (b) Comprehensive or commercial general liability insurance.
 - (1) Personal injury and property damage coverage;
 - (2) Contractual liability coverage;
 - (3) Completed operations liability coverage;
 - (4) \$1,000,000 combined single limit for each occurrence; and
 - (5) \$2,000,000 general aggregate limit.
- (c) Automobile Liability Insurance. \$1,000,000 combined single limit for each occurrence.

107.06 Contractor's Responsibility for Work. Assume responsibility for all work

until final acceptance except as provided in Subsection 106.07. This includes periods of suspended work. Protect the work against injury, loss, or damage from all causes whether arising from the execution or non-execution of the work.

Maintain public traffic. Rebuild, repair, restore, and make good all losses, injuries, or damages to any portion of the work. This includes losses, injuries, or damages caused by vandalism, theft, accommodation of public traffic, and weather that occurs during the contract.

The COUNTY will only be responsible for losses, injuries, and damages to work put in place that was caused by declared enemies and terrorists of the COUNTY and cataclysmic natural phenomenon such as tornadoes, earthquakes, major floods, and other officially declared natural disasters. The COUNTY will only be responsible for costs attributable to repairing or replacing damaged work. The COUNTY will not be responsible for delay costs, impact costs, or extended overhead costs.

107.07 Furnishing Right-of-Way. The COUNTY will obtain all right-of-way.

107.08 Sanitation, Health, and Safety. Follow the requirements of Contract Clause 52.236-13 Accident Prevention.

Observe rules and regulations of Federal, State, and local health officials. Do not permit any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous.

Admit any OSHA inspector or other legally responsible official involved in safety and health administration to the project work site upon presentation of proper credentials.

Report accidents on forms furnished by the COUNTY or, with prior approval, on forms used to report accidents to other agencies or insurance carriers. Maintain a "*Log of Work Related Injuries and Illnesses*," "OSHA Form 300, and make it available for inspection.

Install a reverse signal alarm audible above the surrounding noise level on all motorized vehicles having an obstructed view and on all earth-moving and compaction equipment.

107.09 Legal Relationship of the Parties. In the performance of the contract, the Contractor is an independent contractor and neither the Contractor nor anyone used or employed by the Contractor shall be an agent, employee, servant, or representative of the COUNTY. The Contractor's independent contractor status does not limit the COUNTY's general rights under the contract.

107.10 Environmental Protection. Do not operate mechanized equipment or discharge or otherwise place any material within the wetted perimeter of any waters of the U.S. within the scope of the Clean Water Act (33 USC § 1251 et seq.). This includes

wetlands unless authorized by a permit issued by the U.S. Army Corps of Engineers according to 33 USC § 1344, and, if required, by any State agency having jurisdiction over the discharge of material into the waters of the U.S. In the event of an unauthorized discharge:

- (a) Immediately prevent further contamination;
- (b) Immediately notify appropriate authorities; and
- (c) Mitigate damages as required.

Comply with the terms and conditions of any permits that are issued for the performance of work within the wetted perimeter of the waters of the U.S.

Separate work areas, including material sources, by the use of a dike or other suitable barrier that prevents sediment, petroleum products, chemicals, or other liquid or solid material from entering the waters of the U.S. Use care in constructing and removing the barriers to avoid any discharge of material into, or the siltation of, the water. Remove and properly dispose of the sediment or other material collected by the barrier.

Repair leaks on equipment immediately. Do not use equipment that is leaking. Keep a supply of acceptable absorbent materials at the job site in the event of spills. Acceptable absorbent materials are those that are manufactured specifically for the containment and clean up of hazardous materials.

107.11 Protection of Forests, Parks, and Public Lands. Comply with all regulations of the State fire marshal, conservation commission, Forest Service, National Park Service, Bureau of Land Management, Fish & Wildlife Service, Bureau of Indian Affairs, or other authority having jurisdiction governing the protection of land including or adjacent to the project.

107.12 Contractor's Responsibility for Utilities. At points where the Contractor's operations are adjacent to properties of railway, telegraph, telephone, and power companies or are adjacent to other property, damage to which might result in considerable expense, loss or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, the duplication or rearrangement work may be reduced to a minimum and that services rendered by those parties will not be necessarily interrupted. In the event of interruption to water or utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. If utility service is interrupted cooperation will be required until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been

approved by the local fire authority. Any damage to underground utilities not shown on the plans, due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, shall be repaired by the Contractor, if so directed by the CO, and payment will be made in accordance with an approved contract modification.

Section 108. — PROSECUTION AND PROGRESS

108.01 Commencement, Prosecution, and Completion of Work. Follow the requirements of Contract Clause 52.211-10 Commencement, Prosecution, and Completion of Work.

A preconstruction conference will be held after the contract is awarded and before beginning work.

108.02 Subcontracting. Follow the requirements of Contract Clauses 52.219-14 Limitations on Subcontracting, 52.222-11 — Subcontracts (Labor Standards), and 52.236-1 Performance of Work by the Contractor.

Subcontracting does not relieve the Contractor of liability and responsibility under the contract and does not create any contractual relation between subcontractors and the COUNTY. The Contractor is liable and responsible for any action or lack of action of subcontractors.

Within 21 days of issuance of the Notice of Award, submit a *Statement and Acknowledgement* form with Part I completed. Complete other forms that may be provided by the COUNTY to clearly show the work subcontracted and the total dollar amount of the subcontract. For subcontracts involving on-site labor, require the subcontractor to complete Part II of the *Statement and Acknowledgement* form and complete other forms that may be provided by the COUNTY. Submit a separate statement documenting the cumulative amount of all on-site subcontracts to date as a percentage of the original contract amount. Furnish this information on all subcontracts at lower tiers. Within 14 days of issuance of any subsequent subcontract, submit a *Statement and Acknowledgement* form for each subcontract.

In Contract Clauses 52.2 19-8 Utilization of Small Business Concerns and 52.232-27 Prompt Payment for Construction Contracts, the subcontracts include both on-site and off-site work and supply contracts. In Contract Clause 52.219-14 Limitations on Subcontracting or in Contract Clause 52.236-1 Performance of Work by the Contractor, the percentage of work performed on-site by the Contractor will be computed as 100 percent less the combined initial dollar amount of all subcontracts involving on-site labor as a percent of the original dollar amount of the contract.

108.03 Administration and Extension of Contract Time. Follow the requirements of Contract Clause 52.211-10 Commencement, Prosecution, and Completion of Work.

(a) **General.** The Proposal Forms and Contract will state the Contract Time. The CO will provide a monthly statement (Contract Time Report) to the Contractor showing the number of days charged to the Contract for the preceding month and the number of days remaining for completion of the Contract as of the end of the

preceding month. If the Contractor disagrees with the statement, the Contractor shall submit a written protest to the CO within 10 calendar days of receiving the statement and shall include reasons why it believes the statement to be incorrect. If the Contractor fails to submit the protest within 10 calendar days, the Contractor will waive all rights to protest that time charge. A separate written protest of time charges submitted within the required 10 calendar day period is a requirement that must be satisfied before any correction will be made to assessed Contract Time charges.

(b) Calendar Day Contract. If the Contract Time is on a calendar day basis, it shall consist of the number of calendar days required by the Contract, counting from the effective date of the Notice to Proceed or from the date the Contractor begins work, whichever is earlier, including all Sundays, holidays, and non-work days, except as otherwise required by the Contract. The County will exclude time charges for all calendar days elapsing between effective dates of any orders of the CO to suspend work and to resume work after suspensions, not the fault of the Contractor.

The Contractor may request a winter time suspension of time charges and work during the time period between December 21st and the following February 15th. The Contractor must make this request in writing to the CO at least ten (10) working days prior to the beginning of the winter suspension.

Upon receipt of the Contractor's written request, the CO will perform a field review of the project to determine if a winter time suspension is suitable. As part of the review, consideration will be given to the following applicable project components:

- (1) more than 85% complete;
- (2) adverse impacts to the prosecution and progress of other projects;
- (3) on the interstate system;
- (4) lane or ramp closures;
- (5) lane or edge drop offs without a recoverable slope;
- (6) areas that require patching;
- (7) obstructions (i.e. manholes, valve boxes, etc.) in the roadway that could hamper snow and ice removal;
- (8) exposed structural surfaces or subgrade;
- (9) areas that could pond water;
- (10) construction debris, materials, or equipment in the roadway clear zone;

- (11) temporary erosion control measures in place;
- (12) proper signage and striping in place;
- (13) driveways and side roads are accessible;
- (14) scheduled project deliveries and services (i.e. materials, inspections, etc.);
- (15) expiring permits;
- (16) environmental mitigation as required by the contract; and
- (17) items of work which, if left undone or unattended, would not be in the best interest of the County or traveling public

After this review, the CO will notify the Contractor in writing that the request for suspensions is approved, or the request for suspensions is denied, citing the justification for such denial.

If the CO approves the request, make all necessary arrangements to leave the project in a safe manner. The Contractor will continue to maintain the project work site during this time suspension in accordance with subsection 104.08, "Maintenance during Construction." Items which do not affect the operational capacity or safety of the roadway that is open to traffic will not be subject to the 24 hour correction requirement. Any maintenance performed during the winter time suspension will be performed by the Contractor at no additional cost to the County.

Upon completion of the winter time suspension, the CO will perform a field review of the project to ensure that any previously constructed elements of the project have not been damaged. If any damage is discovered, the Contractor will return these elements to their condition prior to the winter time suspension at no additional cost to the County.

The winter time suspension is not to be used as a means for the Contractor to avoid time charges for weekends and holidays. If the Contractor chooses to perform work during the winter time suspension, the suspension will cease to be in effect and time charges will resume.

Notify the CO if work is to resume prior to February 15th.

The CO may suspend time charges once the project reaches substantial completion, as defined in Subsection 106.06. (a), "Substantial Completion."

This suspension is contingent upon the Contractor's diligence in completing any remaining work.

(1) Extensions for Adverse Weather. The County will consider the occurrence of adverse weather conditions during the Contract Time to be a basis for extending the Contract Time if the time or work is not already suspended for other reasons.

The CO will determine extensions of the Contract Time for adverse weather conditions on a daily basis and will only extend the Contract Time if adverse weather prevents the performance of work activities critical to milestone or Contract completion. The Contractor shall make every reasonable effort to minimize the impact of the adverse weather conditions.

The County will consider days designated by an appropriate authority as “ozone alert days” to be adverse weather, if that authority requires the Contractor to suspend or delay work activities that are critical to milestone or Contract completion. The Contractor shall make every reasonable effort to minimize the impact of ozone alert days.

The CO may justify and document an extension to the Contract Time due to adverse weather by crediting an adverse weather day on the monthly Contract Time Report with an explanation for the credit. The Contractor may file a written protest of the time charges indicated on the monthly report in accordance with Subsection 108.03. (a), “Administration and Extension of Contract Time, General.” If the CO did not justify and document the extension to the Contract Time on the Contract Time Report, the CO will justify and document the extension with a Change Order.

(2) Extension for Non-weather Related Delays beyond the Contractor’s Control. The County may consider the occurrence of delays to be a basis for extending the Contract Time, if the time or work is not already suspended for other reasons.

The Contractor shall provide written notice to the CO within 7 calendar days of the start of any delay the Contractor believes justifies an extension to the Contract Time. Within 30 calendar days of the end of the delay, the Contractor shall submit a written request to the CO for the extension of the Contract Time that includes reasons for the extensions and supporting documentation. If the Contractor fails to provide the written notice or submit the written request within the time allowed, the CO will not consider the request for delay. The Contractor may only request extensions to the Contract Time for the delays that meet the following criteria:

- (a) Beyond the Contractor’s control;
- (b) Not the fault of the Contractor or its subcontractors, suppliers, and

vendors; and

(c) Prevent or impede the performance of work activities that are critical to milestones or Contract completion.

The County will base the number of calendar days in the Contract Time as awarded on the original quantities in accordance with Subsection 102.02, "Interpretation of Quantities and Bid Proposal." If satisfactory completion of the Contract requires additional quantities work, greater than those stated in the Proposal Form, the CO may increase the Contract Time commensurate with the amount and difficulty of the additional work.

The Contract may use scheduling methods described in Subsection 155.03, Bar Chart Method; unless scheduling methodology prescribed in Subsection 155.04, Critical Path Method is required by the Contract. The CO will only consider time extensions for additional work or delays beyond the Contractor's control that adversely impact the Contractor's schedule and sequence of work and extend the Contract completion past the Contract Time. The County will not consider the following Contractor arguments as grounds for an extension to the Contract Time:

(d) The Proposal Forms and the Contract did not state a sufficient Contract Time, or

(e) Previously un-protested time charges were incorrect.

Extend Contract Time approved by the CO shall be in full force and affect the same as though it were the original Contract Time.

If the CO determines that an extension of the Contract Time that is due to non-weather delays is justified, the CO will justify and document the extension with a change order.

(c) Delays to Contract Time. All requests for adjustment to Contract Time shall identify delays actually encountered that prevent or impede the performance of work activities that are critical to milestone or Contract completion, in accordance with Subsection 108.03(b)(2), "Extension for Non-weather Related Delays beyond the Contractor's Control," at a point in time when such work was scheduled to be in progress. The Contractor may only use a progress schedule submitted to the County in accordance to Subsection 155.03, Bar Chart Method, or Subsection 155.04, Critical Path Method before the start of the delayed work to support the Contractor's request for an extension to the Contract Time or delay damages.

(1) Excusable (Noncompensable Delay). The County will consider delays caused by the following for extensions to the Contract Time:

- (a) Acts of God;
- (b) Acts of the public enemy;
- (c) Fires;
- (d) Floods;
- (e) Epidemics;
- (f) Quarantines restrictions;
- (g) Strikes;
- (h) Freight embargoes;
- (i) Documented national or regional material shortages which are industry wide;
- (j) State or national emergency declarations;
- (k) Unusually severe weather; and
- (l) Delays not caused by the Contractor's fault or negligence.

Delays necessitated by compliance with certain federally mandated programs that occur after the Contract is let may provide a basis for an excusable delay. The County will not allow additional compensation to the Contractor for such delays.

(2) Compensable Delays. The CO will consider additional compensation for County caused delays that prevent the start of work on successive activities and will adversely impact Contract completion. Float time in the scheduling of successive work elements is a shared commodity and the County will not pay the Contractor for the use of float time. The County will pay additional compensation by Change Order in accordance with Subsection 109.10, "Compensation for Project Delays."

(3) Notification of Delay. Within 7 calendar days of the occurrence of a delay, the Contractor shall provide written notification to the CO of such a delay, and indicate that a request for delay consideration will be filed with the County.

(4) Procedures Following Notification of Delay. After notifying the CO of the request for delay consideration, the Contractor shall keep daily records of all costs for non-salaried labor, material, and equipment for all operations affected by the delay.

The Contractor shall maintain a daily record of each affected operation, including station locations. The CO will also maintain a daily record of the affected operations. On the first day of each week, the Contractor and CO will meet and compare their previous week's daily records, and the Contractor shall prepare and submit written reports to the CO containing the following information:

- (a) Numbers of days behind schedule;
- (b) A summary of all operations that have been delayed, or will be delayed;
- (c) In the case of a compensable delay, the Contractor shall explain how the County's act or omission delayed each operation, and estimate the amount of time required to complete the project; and
- (d) Contractor may request compensation for extra cost incurred as identified in Contract Clauses, Subsection 52.236-02, "Differing Site Conditions, Changes, and Extra Work."

The Contractor shall provide written notice to the CO within 30 calendar days of the meeting, and shall include any disagreements between the records. If the Contractor fails to meet with the CO to compare daily records or to report disagreements between the records, the County will consider the CO's records to be accurate.

The County will not allow requests for delay costs allegedly incurred before the Contractor notified the CO.

(5) Procedures Following Completion of Work alleged to be delayed. The Contractor shall submit to the CO a report containing the following information within 30 calendar days of project completion or completion of phase of work allegedly delayed:

- (a) A description of the operations that were delayed and the documentation and explanation of the reason for the delay, including all reports prepared for the Contractor by consultants, if used;
- (b) An as-built chart, or other graphical depiction of how the operations were delayed, and;
- (c) An item by item measurement and explanation of extra costs requested for reimbursement due to delay.

The CO will review the Contractor's report and available inspection diaries, and reports. The CO will provide a written decision to the Contractor within 60 calendar days of the receipt of the Contractor's report. The decision will contain notification of any additional time the CO will grant.

In the case of compensable delays, if the CO determines that the County is responsible for delays to the Contractor's operation, the CO's written decision will identify the nature and extent of any delay and the compensation which may be due to the Contractor in accordance with Subsection 109.10, "Compensation for Project Delays."

108.04 Failure to Complete Work on Time. Follow the requirements of Contract Clause 52.211-12 Liquidated Damages — Construction.

Liquidated damages in the amount specified in Table 108-1 will be assessed for each day beyond the time allowed to complete the contract until substantial completion of the work.

If a winter shutdown occurs during this period, liquidated damages in an amount equal to 10 percent of the amount specified in Table 108-1 will be assessed for each day until work resumes at which time full liquidated damages will be assessed.

Liquidated damages in an amount equal to 20 percent of the amount specified in Table 108-1 will be assessed for each day beyond the time allowed to complete the contract beginning with the day after substantial completion and ending with the date of final completion and acceptance.

Liquidated damages will not be assessed for the following:

- (a) The day of the final inspection;
- (b) Days required to perform work added to the contract after substantial completion including items identified during the final inspection that were not required before that time;
- (c) Delays by the COUNTY after all work is complete and before a formal acceptance is executed; or
- (d) Periods of time when all work is complete but acceptance is delayed pending the plant establishment period or similar warranty period.

Table 108-1
Charge for Liquidated Damages for Each Day
Work Is Not Substantially Completed

Original Contract Price		Daily Charge
From More Than —	To and Including —	
\$ 0	\$ 1,000,000	\$500
1,000,000	2,000,000	1,100
2,000,000	5,000,000	2,200
5,000,000	10,000,000	2,700
10,000,000	and more	3,300

108.05 Stop Order. The CO may order the performance of the work to be stopped, either in whole or in part, for such periods deemed necessary due to the following:

- (a) Weather or soil conditions considered unsuitable for prosecution of the work; or
- (b) Failure of the Contractor to:
 - (1) Correct conditions unsafe for the workers or the general public;
 - (2) Carry out written orders given by the CO; or
 - (3) Perform any provision of the contract.

No adjustment in contract time or amount will be made for stop orders issued under (a) or (b) above except an adjustment in contract time, as provided by Contract Clause 52.249-10 Default (Fixed-Price Construction), may be made when the Contractor is able to demonstrate that the weather was unusually severe based on the most recent 10 years of historical data.

108.06 Methods and Equipment. All equipment used on the Project shall be of sufficient size and mechanical condition to meet the requirements of the work and to produce a satisfactory quality of work. Equipment used shall not cause injury to the roadway, adjacent property, or other highways.

When the methods and equipment to be used are specified, other methods and equipment shall not be used unless requested in writing and approved by the COUNTY. The request shall include a description of the methods and equipment proposed and the reasons for making the change. If approval is given, the Contractor shall be responsible for producing work meeting the Contract requirements. If the CO determines that the work produced does not meet Contract requirements, the use of the substitute methods or equipment shall be discontinued and the remaining work shall be completed with the specified methods and equipment. Deficient work shall be removed and replaced or repaired to the specified quality by and at the Contractor's expense. No change will be made in the basis of payment for the construction items involved nor in Contract time as a result of approving a change in methods or equipment.

Section 109. — MEASUREMENT AND PAYMENT

109.01 Measurement of Work. The Contractor shall take and record measurements and perform calculations to determine pay quantities for invoicing work performed. Take or convert all measurements of work according to United States customary measure. Unless otherwise specified, measure when the work is in place, complete, and accepted. Measure the actual work performed, except do not measure work outside the design limits or other adjusted or specified limits (staked limits). Measure structures to the lines shown on the plans or to approved lines adjusted to fit field conditions.

Take measurements as described in Subsection 109.02 unless otherwise modified by the Method of Measurement Subsection of the Section controlling the work being performed. Remeasure quantities if it has been determined that any portion of the work is acceptable but has not been completed to the lines, grades, and dimensions shown on the plans or established by the CO.

Submit measurement notes to the CO within 24 hours of completing the work. For on-going work, submit measurement notes weekly. When work is not complete, identify the measurement as being an interim measurement. Submit the final measurement when the installation is completed. Measurement notes form the basis of the COUNTY's receiving report (see Subsection 109.08(d)). For lump sum items, submit documentation to support invoiced progress payment on a monthly basis.

Use an acceptable format for measurement records. As a minimum, include the following information in all records of measurement:

- (a) Project name and number;
- (b) Contract item number;
- (c) Date the work was performed;
- (d) Location of the work;
- (e) Measured quantity;
- (f) Calculations made to arrive at the quantity;
- (g) Supporting sketch and details as needed to clearly define the work performed and the quantity measured;
- (h) Names of persons measuring the work;
- (i) Identification as to whether the measurement is interim or final; and

(j) Signed certification statement by the persons taking the measurements, performing the calculations, and submitting them for payment that the measurement and calculations are correct to the best of their knowledge and that the quantity being measured is subject to direct payment for the identified item under the contract.

109.02 Measurement Terms and Definitions. Unless otherwise specified, the following terms are defined as follows:

(a) **Acre.** 43,560 square feet. Make longitudinal and transverse measurements for area computations horizontally unless specified on the ground surface. Do not make deductions from the area computation for individual fixtures having an area of 500 square feet or less.

(b) **Contract Quantity.** The quantity to be paid is the quantity shown in the bid schedule. The contract quantity will be adjusted for authorized changes that affect the quantity or for errors made in computing this quantity. If there is evidence that a quantity specified as a contract quantity is incorrect, submit calculations, drawings, or other evidence indicating why the quantity is in error and request, in writing, that the quantity be adjusted.

(c) **Cubic Yard.**

(1) **Cubic Yard in Place.** Measure solid volumes by a method approved by the CO or by the average end area method as follows:

- (a) Take cross-sections of the original ground and use with design or staked templates or take other comparable measurements to determine the end areas. Do not measure work outside of the established lines or slopes.
- (b) If any portion of the work is acceptable but is not completed to the established lines and slopes, retake cross-sections or comparable measurements of that portion of the work. Deduct any quantity outside the designated or staked limits. Use these measurements to calculate new end areas.
- (c) Compute the quantity using the average end areas multiplied by the horizontal distance along a centerline or reference line between the end areas. Deduct any quantity outside the designed or staked limits.

(2) **Cubic Yard in the Hauling Vehicle.** Measure the cubic yard volume in the hauling vehicle using three-dimensional measurements at the point of delivery. Use vehicles bearing a legible identification mark with the body shaped so the actual contents may be readily and accurately determined. Before use, mutually agree in writing on the volume of material to be hauled by each vehicle. Vehicles carrying less than the agreed volume may be rejected or accepted at the reduced volume.

Level selected loads. If leveling reveals the vehicle was hauling less than the approved volume, reduce the quantity of all material received since the last leveled load by the same ratio as the current leveled load volume is to the agreed volume. Payment will not be made for material in excess of the agreed volume.

Material measured in the hauling vehicle may be weighed and converted to cubic yards for payment purposes if the conversion factors are mutually agreed to in writing.

(3) Cubic Yard in the Structure. Measure according to the lines of the structure as shown on the plans except as altered by the CO to fit field conditions. Make no deduction for the volume occupied by reinforcing steel, anchors, weep holes, piling, or pipes less than 8 inches in diameter.

(4) Cubic Yard by Metering. Use an approved metering system.

(d) Each. One entire unit. The quantity is the actual number of units completed and accepted.

(e) Gallon. The quantity may be measured by any of the following methods:

(1) Measured volume container.

(2) Metered volume. Use an approved metering system.

(3) Commercially-packaged volumes.

When asphalt material is measured by the gallon, measure the volume at 60 °F or correct the volume to 60 °F using recognized standard correction factors.

(f) Hour. Measure the actual number of hours ordered by the CO and performed by the Contractor.

(g) Linear Foot. 12 linear inches. As applicable, measure the work along its length from end-to-end; parallel to the base or foundation; along the top; along the front face; or along the invert. Do not measure overlaps.

(h) Lump Sum. Do not measure directly. The bid amount is complete payment for all work described in the contract and necessary to complete the work for that item. The quantity is designated as “All” Estimated quantities of lump sum work shown in the contract are approximate.

(i) M-gallon. 1,000 gallons. Measure according to (e) above.

(j) Mile. 5,280 linear feet. Measure horizontally along the centerline of each roadway, approach road, or ramp.

(k) Pound. Measure according to Subsection 109.03. If sacked or packaged material

is furnished, the net weight as packed by the manufacturer may be used.

(l) Square foot. 144 square inches. Measure on a plane parallel to the surface being measured.

(m) Square yard. 9 square feet. Longitudinal and transverse measurements for area computations will be made horizontally. No deductions from the area computation will be made for individual fixtures having area of 9 square feet or less.

(n) Station. 100 linear feet. Measure horizontally along centerline or reference line of each roadway, approach road, or ramp.

(o) Ton. 2,000 pounds avoirdupois. Measure according to Subsection 109.03.

No adjustment in a contract unit price will be made for variations in quantity due to differences in the specific gravity or moisture content.

Use net-certified scale masses, or masses based on certified volumes in the case of rail shipments as a basis of measurement subject to correction when asphalt material is lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt material is shipped by truck or transport, net-certified masses, subject to correction for loss or foaming, may be used for computing quantities.

When emulsified asphalt is converted from volume to mass, use a factor of 240 gallons per ton regardless of temperature.

109.03 Weighing Procedures and Devices. Batch masses may be acceptable for determination of pay quantities when an approved automatic weighing, cycling, and monitoring system is included as part of the batching equipment.

When a weighing device is determined to indicate less than true mass, no additional payment will be made for material previously weighed and recorded. When a weighing device is determined to indicate more than true mass, all material received after the last previously correct weighing accuracy test will be reduced by the percentage of error in excess of 0.5 percent.

When material is proportioned or measured and paid for by mass, provide one of the following:

(a) Commercial Weighing System. Use permanently-installed and certified commercial scales.

(b) Invoices. If bulk material is shipped by truck or rail and is not passed through a mixing plant, furnish a supplier's invoice with net mass or volume converted to mass. Periodic check weighing may be required.

(c) Project Weighing System. Furnish, erect, and maintain acceptable automatic digital scales. Provide scales that record mass at least to the nearest 100 pounds. Maintain the scale accuracy to within 0.5 percent of the correct mass throughout the range of use.

Do not use spring balances.

Install and maintain platform scales with the platform level with rigid bulkheads at each end. Make the platform of sufficient length to permit simultaneous weighing of all axle loads of the hauling vehicle. Coupled vehicles may be weighed separately or together according to Section 2.20 paragraph HR 3.3 of *NIST Handbook 44*.

Install and maintain belt-conveyor scales according to Section 2.21 of *NIST Handbook 44*.

Before production on the project, after relocation, and at least once per year, have the weighing portion of the system checked and certified by the State Bureau of Weights and Measures or a private scale service certified by the Bureau of Weights and Measures. Seal the system to prevent tampering or other adjustment after certification.

Attach an automatic printer to the scale that is programmed or otherwise equipped to prevent manual override of all mass information. For weighed pay quantities, program the printer to provide the following information for each weighing:

- (1) Project number;
- (2) Item number and description;
- (3) Date;
- (4) Time;
- (5) Ticket number;
- (6) Haul unit number;
- (7) Net mass in load at least to the nearest 100 pounds;
- (8) Subtotal net mass for each haul unit since the beginning of the shift; and
- (9) Accumulated total net mass for all haul units since the beginning of the shift.

If a printer malfunctions or breaks down, the Contractor may manually weigh and

record masses for up to 48 hours provided the method of weighing meets all other contract requirements.

Furnish competent scale operators to operate the system.

When platform scales are used, randomly weigh the empty haul units at least twice per shift.

Use an approved format for the mass records. Furnish the original record(s) and a written certification as to the accuracy of the masses at the end of each shift.

109.04 Receiving Procedures. When the method of measurement requires weighing or volume measurement in the hauling vehicle, furnish a person to direct the spreading and distribution of material and to record the location and placement of the material on the project. During the placement, maintain a record of each delivery and document it in an acceptable manner. Include the following information as applicable:

- (a) Project identification;
- (b) Contract pay item number and description;
- (c) Location where placed;
- (d) Date;
- (e) Load number;
- (f) Truck identification;
- (g) Time of arrival;
- (h) Mass or volume; and
- (i) Spread person's signature.

Use an approved format for the delivery record(s). Furnish the original record(s) and a written certification of the delivery of the material at the end of each shift.

109.05 Scope of Payment. Payment for all contract work is provided, either directly or indirectly, under the pay items shown in the bid schedule.

(a) **Direct Payment.** Payment is provided directly under a pay item shown in the bid schedule when one of the following applies:

- (1) The work is measured in the Method of Measurement Subsection of the Section ordering the work, and the bid schedule contains a pay item for the work

from the Section ordering the work.

(2) The Method of Measurement Subsection or Basis of Payment Subsection, of the Section ordering the work, references another Section for measuring the work and the bid schedule contains a pay item for the work from the referenced Section.

(b) **Indirect Payment.** Work for which direct payment is not provided is a subsidiary obligation of the Contractor. Payment for such work is indirectly included under other pay items shown in the bid schedule. This includes instances when the Section ordering the work references another Section for performing the work and the work is not referenced in the Method of Measurement Subsection of the Section ordering the work.

Compensation provided by the pay items included in the contract bid schedule is full payment for performing all contract work in a complete and acceptable manner. All risk, loss, damage, or expense arising out of the nature or prosecution of the work is included in the compensation provided by the contract pay items.

Work measured and paid for under one pay item will not be paid for under any other pay item.

The quantities shown in the bid schedule are approximate unless designated as a contract quantity. Limit pay quantities to the quantities staked, ordered, or otherwise authorized before performing the work. Payment will be made for the actual quantities of work performed and accepted or material furnished according to the contract. No payment will be made for work performed in excess of that staked, ordered, or otherwise authorized.

109.06 Pricing of Adjustments. Determine all costs according to the contract cost principles and procedures of CONTRACT CLAUSE Part 31.105. Follow the requirements of all Contract Clauses providing for an equitable price adjustment.

If agreement on price cannot be reached, the CO may determine the price unilaterally.

If the work will delay contract completion, request a time extension according to Subsection 108.03.

(a) Proposal.

(1) **General.** Submit a written proposal for each line item of the work or a lump sum for the total work. Identify the major elements of the work, the quantity of the element, and its contribution to the proposed price. Provide further breakdowns if requested by the CO.

When price is based on actual costs (e.g., cost-plus-fixed-fee), profit is based on the estimated cost of the work and may not exceed the statutory limit of 10 percent of the total cost. Due to the limited risk in this type of pricing arrangement, a lower profit percentage may be indicated.

(2) Data. Submit information as requested by the CO to the extent necessary to permit the CO to determine the reasonableness of the proposed price.

(3) Cost or Pricing Data. When the contract modification exceeds the amount indicated in Contract Clause 52.214-27 Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding, or Contract Clause 52.215-11 Price Reduction for Defective Cost or Pricing Data - Modifications, submit cost or pricing data.

Provide cost or pricing data, broken down by individual work item, for the Contractor and each major subcontractor. Include the information required by (b)(1) and (b)(2) below. When cost or pricing data is submitted before all or most of the work is performed, submit material and subcontractor quotes, anticipated labor and equipment usage, and anticipated production rates. Provide data for all proposed increases or decreases to the contract price.

Submit with the cost or pricing data a written proposal for pricing the work according to (1) above. See Table 15-2 following CONTRACT CLAUSE Subpart 15.4 for guidance.

Upon completion of negotiations, certify the cost or pricing data as being accurate, complete, and current as of the date the agreement was reached.

(c) Post-work pricing. When a contract modification is not forward priced, it requires a change order and a supplemental agreement reflecting the resulting equitable adjustment. When negotiating the price of a contract modification after all or most of the work has been performed, submit the following:

(1) Direct Costs.

(a) Material. Include invoices showing the cost of material delivered to the work.

(b) Labor. Show basic hourly wage rates, fringe benefits, applicable payroll costs (that is FICA, FUTA, worker's compensation, insurance, and tax levies), paid subsistence, and travel costs for each labor classification and foreman employed in the adjusted work.

(c) Equipment. Include a complete descriptive listing of equipment including make, model, and year of manufacture. Support rented or leased equipment costs with invoices. Determine allowable ownership and operating costs for Contractor- and subcontractor-owned equipment as follows:

(1) Use actual equipment cost data when such data can be determined

from the Contractor's or subcontractor's ownership and operating cost records.

(2) When actual costs cannot be determined, use the rates shown in the U.S. Army Corps of Engineers *Construction Equipment Ownership and Operating Expense Schedule (CEOOES)* for the region where costs are incurred. Adjust the rates for used equipment and for other variable parameters used in the schedules.

(3) Compute standby costs from acceptable ownership records or when actual costs cannot be determined according to *CEOOES*. Do not exceed 8 hours in a 24-hour period or 40 hours in a week. Do not include standby for periods when the equipment would have otherwise been in an idle status or for equipment that was not in operational condition.

(d) *Other direct costs.* Include documentation or invoices to support other direct costs incurred that are not included above (such as bonds, mobilization, demobilization, permits, and royalties).

(e) *Production rates.* Include actual hours of performance on a daily basis for each labor classification and for each piece of equipment. Include production rate information reflecting the actual work occurring on an approved Contractor daily record document.

(f) *Subcontract costs.* Include supporting data as required above.

(2) Overhead. Identify overhead rates and include supporting data, which justifies the rates. List the types of costs which are included in overhead. Identify the cost pools to which overhead is applied. Apply the overhead costs to the appropriate pool.

Limit Contractor overhead applied to subcontractor payments to 5 percent unless a higher percentage is justified.

(3) Profit. Include a reasonable profit, except when precluded by the FAR.

For work priced after all or most of the work is performed, profit is limited to 10 percent of the total cost. Due to the limited risk in post-work pricing, a lower profit percentage may be determined by a profit analysis according to FAR Subpart 15.404-4 Profit.

109.07 Eliminated Work. Follow the requirements of Contract Clause 52.243-4 Changes.

Work may be eliminated from the contract without invalidating the contract. The Contractor is entitled to compensation for all direct costs incurred before the date of elimination of work plus profit and overhead on the direct incurred costs. Anticipated profit and overhead expense on the eliminated work will not be compensated.

109.08 Progress Payments. Follow the requirements of Contract Clauses 52.232-5 Payments under Fixed-Price Construction Contracts.

(a) General. Only invoice payments will be made under this contract. Invoice payments include progress payments made monthly as work is accomplished and the final payment made upon final acceptance. Only one progress payment will be made each month. No progress payment will be made in a month in which the work accomplished results in a net payment of less than \$1,000. Full or partial progress payment will be withheld until a construction schedule or schedule update is submitted to, and accepted by, the CO.

(b) Closing Date and Invoice Submittal Date. The closing date for progress payments will be designated by the CO. Include work performed after the closing date in the following month's invoice. Submit invoices to the designated billing office.

(c) Invoice Requirements. Submit the invoice to the COUNTY's designated billing office. Include the following items in the invoice:

- (1)** The information required in Contract Clause 52.232-27(a)(2)(i) through (a)(2)(xi).
- (2)** A tabulation of total quantities and unit prices of work accomplished or completed on each pay item as of the monthly closing date. Do not include any quantities unless field note documentation for those quantities was submitted by the closing date. Do not include quantities of work involving material for which test reports required under Sections 153 or 154 or certifications required by Subsection 106.03 are, or will be, past due as of the closing date.
- (3)** The certification required by Contract Clause 52.232-5(c) and, if applicable, the notice required by Contract Clause 52.232-5(d). Provide an original signature on the certification. Facsimiles are not acceptable.
- (4)** If applicable, a copy of the notices that are required by Contract Clause 52.232-27(e)(5) and (g).
- (5)** The amount included for work performed by each subcontractor under the contract.
- (6)** The total amount of each subcontract under the contract.
- (7)** The amounts previously paid to each subcontractor under the contract.
- (8)** Adjustments to the proposed total payment that relate to the quantity and

quality of individual items of work. Adjustments for the following may be made by the COUNTY after validation of the invoice:

- (a) Retent resulting from a failure to maintain acceptable progress;
- (b) Retent resulting from violations of the labor provisions;
- (c) Retent pending completion of incomplete work, other “no pay” work, and verification of final quantities;
- (d) Obligations to the COUNTY such as excess testing cost or the cost of corrective work pursuant to Contract Clause 52.246-12(g); or
- (e) Liquidated damages for failure to complete work on time.

(d) COUNTY’s Receiving Report. The COUNTY’s receiving report will be developed using the measurement notes received by the CO and determined acceptable. Within 7 days after the closing date, the CO will be available by appointment at the COUNTY’s designated billing office to advise the Contractor of quantities and unit prices appearing on the COUNTY’s receiving report.

(e) Processing Progress Payment Requests. No payment will be made for work unless field note documentation for the work was provided by the closing date.

(1) Proper Invoices. If the invoice meets the requirements of Subsection 109.08(c), and the quantities and unit prices shown on the Contractor’s invoice agree with the corresponding quantities and unit prices shown on the COUNTY’s receiving report, the invoice will be paid.

(2) Defective Invoices. If the invoice does not meet the requirements of Subsection 109.08(c), or if any of the quantities or unit prices shown on the Contractor’s invoice exceed the corresponding quantities and unit prices shown on the COUNTY’s receiving report, the invoice is defective, and the Contractor will be notified according to Contract Clause 52.232-27(a)(2). Defective invoices will be returned to the Contractor within 7 days after receipt by the COUNTY’s designated billing office. Correct and resubmit returned invoices. If the defects are minor, the Contractor may elect, in writing, to accept the quantities and unit prices shown on the COUNTY’s receiving report for payment.

(f) Partial Payments. Progress payments may include partial payment for material to be incorporated in the work, provided the material meets the requirements of the contract and is delivered on, or in the vicinity of, the project site or stored in acceptable storage places.

Partial payment for material does not constitute acceptance of such material for use in completing items of work. Partial payments will not be made for living or perishable material until incorporated into the project.

Partial payments for material will not exceed the lesser of:

- (1) 80 percent of the contract bid price for the item; or
- (2) 100 percent of amount supported by copies of invoices submitted.

The quantity paid will not exceed the corresponding quantity estimated in the contract.

109.09 Final Payment. Follow the requirements of Contract Clause 52.232-05 Payment under Fixed-Price Construction Contracts and Contract Clause 52.232-27 Prompt Payment for Construction.

Upon final acceptance and verification of final pay records, the COUNTY will send, by certified mail, a final voucher (SF 1034) and a release of claims document. Execute both the voucher and the release of claims, and return the documents to the COUNTY for payment. The date of approval by the COUNTY of the final voucher for payment constitutes the date of final settlement of the contract.

If unresolved claims exist or claims are proposed, reserve the right to the claims by listing a description of each claim and the amount being claimed on the release of claims document.

Failure to execute and return the voucher and release of claims document within 90 days after receipt shall constitute and be deemed execution of the documents and the release of all claims against the COUNTY arising by virtue of the contract. In this event, the day after 90 days from receipt constitutes the date of final settlement of the contract.

109.10 Compensation for Project Delays. Follow the Contract Clause 52.233-01 Disputes.

The Contractor shall strictly comply with the provisions of this subsection as an essential condition precedent for the Contractor to receive compensation for delays.

(a) Recoverable Costs.

- (1) Direct labor costs in accordance with Contract Clause, Subsection 52.233-01 C) 2. a. "Labor," and Contract Clause, Subsection 52.233-01 C) 2. d. III. "Worker's Compensation," through Contract Clause, Subsection 52.233-01 C) 2. d. VI. "Employee Fringe Benefits";
- (2) Cost for materials in accordance with Contract Clause, Subsection 52.233-01 C) 2. b. "Materials";

(3) Equipment costs for equipment approved by the COUNTY to be held in a standby condition during the period of the delay at a rate equal to 50 percent of the rental rate established in accordance with Contract Clause, Subsection 52.233-01 C) 2. c. "Equipment," minus operating costs.

(4) Costs of extended job-site overhead;

(5) An additional 10 percent of the value of the above items to compensate for extended home office overhead and other expenses for which no specific allowance is provided.

(b) No Liability Items for the COUNTY. The COUNTY and Contractor agree that, in any adjustment for delay costs, the COUNTY will have no liability for the following items of damages or expenses:

(1) Loss of Profit;

(2) Labor inefficiencies based on published manuals of productivity, measurement, and inefficiencies;

(3) Home office overhead in excess of that provided in the Contract;

(4) Consequential damages, including, but not limited to, loss of bonding capacity, loss of bidding opportunities, and insolvency;

(5) Indirect costs or expenses of any nature; and

(6) Attorney's fees, claims preparation expenses, or costs of litigation.

Section 153. — CONTRACTOR QUALITY CONTROL

153.01 Description. This work consists of obtaining samples for Contractor quality control testing, performing tests for Contractor quality control, providing inspection, and exercising management control to ensure that work conforms to the contract requirements. See Contract Clause 52.246-12 Inspection of Construction.

Construction Requirements

153.02 Contractor Quality Control Plan. Before the start of the work, submit a written quality control plan for acceptance. With prior approval, submission of a quality control plan for items of work not immediately scheduled to begin may be deferred. Submit the following with the quality control plan:

(a) Process Control Testing. List the material to be tested by pay item, tests to be conducted, the location of sampling, and the frequency of testing.

(b) Inspection/Control Procedures. Address each of the following subjects in each phase of construction:

(1) Preparatory Phase.

- (a)* Review all contract requirements.
- (b)* Ensure compliance of component material to the contract requirements.
- (c)* Coordinate all submittals including certifications.
- (d)* Ensure capability of equipment and personnel to comply with the contract requirements.
- (e)* Ensure preliminary testing is accomplished.
- (f)* Coordinate surveying and staking of the work.

(2) Start-up Phase.

- (a)* Review the contract requirements with personnel performing the work.
- (b)* Inspect start-up of work.
- (c)* Establish standards of workmanship.
- (d)* Provide training as necessary.
- (e)* Establish detailed testing schedule based on the production schedule.

(3) Production Phase.

- (a)* Conduct intermittent or continuous inspection during construction to identify and correct deficiencies.
- (b)* Inspect completed work before requesting COUNTY inspection acceptance.

(c) Provide feedback and system changes to prevent repeated deficiencies.

(c) Description of Records. List the records to be maintained.

(d) Personnel Qualifications.

- (1) Document the name, authority, relevant experience, and qualifications of person with overall responsibility for the inspection system.
- (2) Document the names, authority, and relevant experience of all personnel directly responsible for inspection and testing.

(e) Subcontractors. Include the work of all subcontractors. If a subcontractor is to perform work under this Section, detail how that subcontractor will interface with the Contractor's and other subcontractor's organizations.

Modifications or additions may be required to any part of the plan that is not adequately covered. Acceptance of the quality control plan will be based on the inclusion of the required information. Acceptance does not imply any warranty by the COUNTY that the plan will result in consistent contract compliance. It remains the responsibility of the Contractor to demonstrate such compliance.

Do not begin the work until the quality control plan covering that work is accepted. Supplement the plan as work progresses and whenever quality control or quality control personnel changes are made.

153.03 Testing. Perform testing according to the accepted quality control plan. Keep laboratory facilities clean and maintain all equipment in proper working condition. Allow unrestricted access for inspection and review of the facility.

153.04 Records. Maintain complete testing and inspection records by pay item number and make them accessible to the CO.

For each day of work, prepare an "*Inspector's Daily Record of Construction Operations*" or an approved alternate form. Detail inspection results including deficiencies observed and corrective actions taken. Include the following certification signed by the person with overall responsibility for the inspection system:

"It is hereby certified that the information contained in this record is accurate and that all work documented herein complies with the requirements of the contract. Any exceptions to this certification are documented as a part of this record."

Submit the record and certification within one working day of the work being performed. If the record is incomplete, in error, or otherwise misleading, a copy of the record will be returned with corrections noted. When chronic errors or omissions occur, correct the procedures by which the records are produced.

Maintain linear control charts that identify the project number, pay item number, test number, each test parameter, the upper and lower specification limit applicable to each test parameter, and the test results. Use the control charts as part of the quality control system to document the variability of the process and to identify production and equipment problems, and to identify potential pay factor adjustments.

Post control charts in an accessible location and keep them up-to-date. Cease production and make corrections to the process when problems are evident.

153.05 Acceptance. The Contractors quality control system will be evaluated under Subsection 106.02 based on the demonstrated ability of the quality control system to result in work meeting the contract requirements.

If the COUNTY's testing and inspection indicate that the Contractors quality control system is ineffective, make immediate improvements to the system to correct these inadequacies. Furnish notification in writing of improvements and modifications to the system.

153.06 Measurement and Payment. Do not measure Contractor Quality Control for payment.

Section 154. — CONTRACTOR SAMPLING AND TESTING

154.01 Description. This work consists of obtaining samples for testing and reporting required test results. It does not include Contractor quality control testing required under Section 153. However, include the work required under this Section in the Section 153 quality control plan.

Construction Requirements

154.02 Sampling. Sample material to be tested according to the Minimum Sampling and Testing schedule in Division II. The sampling schedules and times will be provided by the Quality Control Manager using a random number system. In addition, sample any material that appears defective or inconsistent with similar material being produced unless such material is voluntarily removed and replaced or corrected.

Sample and split samples according to AASHTO or other acceptable procedures. Allow the CO the opportunity to witness all sampling. Immediately perform splits when required. Deliver the COUNTY's portion of the sample or split sample in an acceptable container suitable for shipment. Label all samples with the following information:

- (a) Project number;
- (b) Source of material;
- (c) Pay item number;
- (d) Sample number;
- (e) Date sampled;
- (f) Time sampled;
- (g) Location sample taken;
- (h) Name of person sampling;
- (i) Name of person witnessing sampling; and
- (j) Type of test required on sample.

154.03 Testing. When there is a contract pay item for Contractor testing included in the bid schedule, perform all tests required by the Sampling and Testing Requirements tables at the end of each section. Allow the CO the opportunity to witness all testing.

Testing of trial samples may be required to demonstrate testing competence.

154.04 Records. Report test results on forms containing all sample information required by Subsection 154.02. Label clearly all interim measurements used to determine the results. Attach work sheets used to determine test values to the test result forms when submitted. When tests are on material being incorporated in the work, report test results within 24 hours except as specified in the Sampling and Testing Requirements tables. Payment for work may be delayed or the work suspended until test results are provided.

154.05 Acceptance. Contractor sampling and testing will be evaluated under Subsections 106.02 and 106.04 based on COUNTY verification testing.

154.06 Measurement and Payment. Do not measure Contractor Sampling and Testing for payment.

Section 155. — SCHEDULES FOR CONSTRUCTION CONTRACTS

155.01 Description. This work consists of scheduling and monitoring all construction activities. See Contract Clause 52.236-15 Schedules for Construction Contracts.

Construction Requirements

155.02 General. The Contractor shall prepare and submit to the CO a practicable construction schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). This Construction Schedule shall be submitted to the CO for approval, at the Bid Opening with the other bid documents. No progress payment will be made for any work until a construction schedule is submitted to the CO and accepted by the CO.

A construction schedule is a written narrative with a detailed breakdown of all contract activities after the notice to proceed is issued. Within 14 days after the preconstruction conference, the construction schedule will be accepted or rejected. If rejected, submit a revised schedule within 7 days. Do not begin work, except mobilization and traffic control, without an accepted construction schedule.

Use either the Bar Chart Method (BCM) or the Critical Path Method (CPM) described below to develop the construction schedule for the total contract work. Preface each construction schedule as follows:

- (a) Project name;
- (b) Contract number;
- (c) Contractor;
- (d) Original contract time allowed or completion date;
- (e) Type of construction schedule (initial or update);
- (f) Effective date of the schedule;
- (g) Percent work complete; and
- (h) Percent time used.

Do not show conflicts with any scheduled activities, limits on operations, order of work requirements, interim or final completion dates, or other contract restrictions.

Show completion of the work within the contract time.

155.03 Bar Chart Method (BCM). The BCM construction schedule consists of a progress bar chart and a written narrative.

(a) Progress Bar Chart. The following applies to the initial submission and all updates:

- (1) Use a time scale to graphically show the percentage of work scheduled for completion during the contract time.
- (2) Define and relate activities to the contract pay items.
- (3) Show all activities in the order the work is to be performed including submittals, submittal reviews, fabrication, and delivery.
- (4) Show all critical (major) activities that are controlling factors in the completion of the work.
- (5) Show the time needed to perform each activity and its relationship in time to other activities.
- (6) Show the total expected time to complete all work.
- (7) Provide enough space for each activity to permit 2 additional plots parallel to the original time span plot. Use one space for revision of the planned time span, and one for showing actual time span achieved.

(b) Written Narrative. Furnish a written narrative of the activities displayed in the progress bar chart.

155.04 Critical Path Method (CPM). The CPM construction schedule consists of a diagram, a tabulated schedule, and a written narrative.

(a) Diagram. Use the “*activity-on-arrow*” format for the arrow diagrams or the “*activity-on-node*” format for precedence diagrams. The following applies to the initial submission and all updates:

- (1) Use a time scale to graphically show the percent of work scheduled for completion by any given date during the contract time.
- (2) Define and relate activities to the contract pay items.

(3) Show the sequence and interdependence of all activities including submittals, submittal reviews, fabrication, and deliveries.

(4) Show all activity nodes, activity descriptions, and durations.

(5) Show all network dummies (for arrow diagrams only).

(6) Identify the critical path.

(b) Tabulated Schedule. The following requirements apply to the tabulated schedule:

(1) For arrow diagrams, show activity beginning and ending node numbers. For precedence diagrams, list activities and show lead or lag times.

(2) Show activity durations.

(3) Show activity descriptions.

(4) Show early start and finish dates.

(5) Show late start and finish dates.

(6) Show status (critical or not).

(7) Show total float.

(c) Written Narrative. Furnish a written narrative of the activities displayed in the schedule diagram.

155.05 Written Narrative. The following applies to the written narrative:

(a) Estimate starting and completion dates of each activity.

(b) Describe work to be done within each activity including the type and quantity of equipment, labor, and material to be used.

(c) Describe the location on the project where each activity occurs.

(d) Describe planned production rates by pay item quantities (e.g., cubic yards of excavation per day/week).

(e) Describe work days per week, holidays, number of shifts per day, and number of hours per shift.

(f) Estimate any periods during which an activity is idle or partially idle. Show the beginning and end dates for reduced production or idle time.

(g) Describe expected and critical delivery dates for equipment or material that can affect timely completion of the project.

(h) Describe critical completion dates for maintaining the construction schedule.

(i) Identify the vendor, supplier, or subcontractor to perform the activity. State all assumptions made in the scheduling of the subcontractor's or supplier's work.

155.06 Schedule Updates. Review the construction schedule to verify finish dates of completed activities, remaining duration of uncompleted activities, any proposed logic, and time estimate revisions. Keep the CO informed of the current construction schedule and all logic changes.

The Contractor shall update the Construction Schedule to indicate the actual progress on the chart on a monthly basis and submitted the update with the Progress Payment or when:

(a) A delay occurs in the completion of a critical (major) activity;

(b) A delay occurs which causes a change in the critical path for CPM schedules or a change in a critical activity for BCM schedules;

(c) The actual prosecution of the work is different from that represented on the current construction schedule;

(d) There is an addition, deletion, or revision of activities caused by a contract modification; or

(e) There is a change in the schedule logic.

Allow 7 days after receipt for acceptance of the updated construction schedule or a return for revisions.

If the Contractor fails to submit an updated schedule with each progress payment the CO shall withhold approval of progress payments until an updated construction schedule has been submitted to, and accepted by, the CO.

155.07 Acceptance. Construction schedules will be evaluated under Subsection 106.02.

DIVISION II CONSTRUCTION PROVISIONS

**STATE LINE ROAD
PROJECT NO. G04927-0160(1) G, S
SPECIFICATIONS**

DIVISION II – CONSTRUCTION PROVISIONS

PROJECT OVERVIEW:

The State Line Road project consists of the Grading, Drainage and Surface (Asphalt) project in Ottawa County, Oklahoma. The project is approximately 1.70 miles in length.

SCOPE:

The work covered by these specifications consists of furnishing all materials, labor, equipment, services, and incidentals necessary to perform all operations in connection with the project, including but not limited to erecting guardrail, performing grade/drain earthwork, removing existing structures, installing culvert pipes, placing aggregate base and asphalt concrete pavement, constructing fencing, and traffic striping.

All work shall be in strict accordance with the Oklahoma Department of Transportation Standard Specifications for Highway drawings and specifications, current addition.

SPECIFICATIONS:

The Project generally incorporates by reference the Oklahoma Department of Transportation (ODOT) 2009 Standard Specifications for Highway Construction, as well as all subsequent supplemental specifications issued by ODOT. However, the Division I *General & Project Provisions* (i.e., §§101 through 109 and §§151 through 155) supersede and/or control where conflicting provisions arise.

All references to “Engineer”, “Materials Engineer”, or “Director” in the Oklahoma Department of Transportation standard specifications shall be revised to read the County Official. All references to the State, Department, Project Manager, Materials Division or Transportation Department shall be revised to read the County. Any address for submittal of information shall be revised to read as follows:

Ottawa County Courthouse
County Clerk’s Office
102 E. Central, Suite 103
Miami, Oklahoma 74354
(918) 542-3333

CERTIFICATIONS AND TEST REPORTS:

Contractor shall furnish the following required certifications and test reports for such materials used on the Project.

- 1) Silt Fence
- 2) Construction Fabrics
- 3) Mineral Aggregates
- 4) Bituminous Binder
- 5) Tack Coat
- 6) Asphalt for Prime Coat
- 7) Asphalt Mix Design Components
- 8) Corrugated Metal Pipe
- 9) Metal Culvert End Sections
- 10) R.C. Pipe
- 11) Fences and Gates
- 12) Wire and Posts for Fence
- 13) Pipe Railing
- 14) Sign Blanks
- 15) Reflective Sheeting
- 16) Sign Posts
- 17) Bolts and Nuts
- 18) Traffic Stripe Components
- 19) Guardrail & Guardrail Posts
- 20) Guardrail End Sections
- 21) Premolded Elastomeric Compression Joint Fillers & Sealers
- 22) Structural Steel
- 23) Steel Piling
- 24) Prestressed Concrete Beams
- 25) Cement for Structural Concrete
- 26) Concrete Mix Designs
- 27) Air-Entraining Admixture
- 28) Membrane Curing Compound
- 29) Reinforcing Steel
- 30) Bar Lists and Bending Schedules for Reinforcing Steel
- 31) Expansion Joint

Contractor shall not incorporate any material for which a certification or test report is required into the Project Work until a satisfactory certification or test report has been received by the County Official and approved by Ottawa County.

CONTRACTOR CONSTRUCTION QUALITY CONTROL:

Refer to the specifications entitled *Contractor Quality Control* and *Contractor Sampling and Testing* within Division I, Sections 153 and 154, respectively for pertinent information.

DEVIATIONS FROM THE STANDARD SPECIFICATIONS:

The following Sections specify exceptions and/or additions to the Standard Specifications.

SPECIAL PROVISIONS FOR BUY AMERICA

These Special Provisions amend, revise, and where in conflict, supersede applicable sections of the State Line Road Contract Document, Division I.

105.01SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

B. Buy America *(Add the following :)*

Comply with the Buy America provisions of Title 23 CFR 635.410 which states that all manufacturing processes, including the application of a coating, for all steel or iron products permanently incorporated into the project shall have occurred in the United States (U.S.). All referenced forms and letters must be obtained from the current version of the Construction Control Directive - Buy America.

“All manufacturing processes” are defined as any process required to change the raw ore or scrap metal into the finished steel or iron product (e.g. smelting, rolling, extruding, bending, etc.).

“Coating” is defined as any process which protects or enhances the value of the steel or iron product to which the coating is applied (e.g. epoxy, galvanizing, painting, etc.).

(1) Exemptions

The following materials are exempt, unless processed or refined to include substantial amounts of steel or iron material, and may be used regardless of source in the domestic manufacturing process for steel or iron material:

- Raw materials (iron ore or alloys)
- Scrap
- Pig iron
- Processed, pelletized, and reduced iron ore material
- Aluminum
- Brass
- Copper

For recycled steel, only the manufacturing processes to produce steel products must occur domestically, beginning at the point where the recycled steel is melted.

(2) Minimal Use Request

Federal regulations allow a minimal use of foreign steel or iron if the cost of the steel and iron products as they are delivered to the project does not exceed 0.1 percent of the total Contract amount, or \$2,500, whichever is greater. This threshold applies to the cumulative amount of all foreign steel and iron used on the project. The Contractor must submit a written request to the County Official which includes the origin and value of any foreign material to be used. This request must be submitted prior to the work being performed and preferably at the preconstruction conference. The Contractor must track the amount of incorporated foreign steel and iron throughout the life of a project to ensure the minimal use threshold amount is not exceeded.

(3) Preconstruction Conference Discussion

The County will host a project preconstruction conference. At this conference, the Contractor should be prepared to present and/or discuss the following items as part of the Buy America requirements for all steel and iron products permanently incorporated into projects:

- Project Specific Certification letters from the Contractor and Subcontractors demonstrating their understanding and intent to comply with the Buy America Requirements (see Subsection 106.B.(4).(a)).
- A list of all steel products and suppliers to be used on the project
- Required documentation verifying compliance with Buy America for each known steel or iron product at the time of the meeting (see Subsection 106.B.(4).(b)).
- Minimal use requests (see Subsection 106.B.(2))
- Change order work involving steel must be in compliance and documented similarly to Contract work.

(4) Compliance with Buy America Requirements

Steel or iron products incorporated into the project that the origin was not domestic the Contractor may be subject to removal and replacement of the work, forfeiture of payment for the work, and/or assessment of penalty.

(a) Certification Letters

Before any work begins that incorporates steel or iron products into the project, the Contractor shall submit a project specific certification letter stating that all manufacturing processes involved with the production of these products will occur in the U.S., along with project specific certification letters from each Subcontractor for each steel or iron products to be used on the project. Acceptable language for these letters can be found in the ODOT CCD for Buy America. Alternative statements will not be considered.

(b) Submittals and Forms

For each steel or iron product, the Contractor and Subcontractor will be responsible for providing to the County all documentation required to verify that each product complies with Buy America in accordance with the requirements of the corresponding category listed below. The Contractor must provide a completed:

- Material Use Statement & Certifications (MDT-1) for each steel or iron product in Category 1 incorporated into the project.
- Certificate of Materials Origin (MDT-2) for each steel or iron product in Categories 1 and 2 incorporated into the project.
- Programmatic Certificate of Materials Origin (MDT-3) for each steel or iron product in Category 3 incorporated into the project.

In most instances, determination of compliance with Buy America requirements should be achieved prior to incorporating the product into the work. If not, the County Official will be responsible for withholding payment for this work until compliance has been determined.

(5) Product Categories

The various steel and iron products (referred to herein as ‘steel’) that are permanently incorporated into projects have been grouped into the following categories with the roles and responsibilities listed to ensure compliance with the Buy America requirements:

(a) Category 1

Steel products covered in this category are as follows:

- Products used in pavements, bridges, or other structures cast at the project site:
 - Structural steel (girders, diaphragms, anchor bolts, high-strength bolts, sealed expansion joints, etc.)
 - Reinforcing steel (epoxy coated or black)
 - Welded wire fabric
 - Steel spiral wire (drilled shaft cages, bridge rail, etc.)
 - Steel piling
 - Drill shaft casing (permanent)
 - Dowel bars and baskets for paving
 - Steel sheet piling (permanent)
 - Bridge bearing assemblies (fixed and expansion)
 - Post-tensioning steel (strands, wedges, anchor plates, etc.)
- Steel monotube structures
- Galvanized steel supports for overhead and cantilevered sign structures
- Sign posts and bases (2 ½” diameter and larger and wide flange posts)

For items in this category, the Contractor is responsible for the following:

- Submitting completed MDT-1 and MDT-2 forms for each item with steel to the County Official.
- The MDT-1 will include the Mill Test Reports, and the MDT-2 will list each corporate entity involved in the manufacturing of the steel item from melting through all fabrication processes.
 - Mill test reports and certification letters must include a statement similar to the following: *“All manufacturing processes for these steel and iron products, including the application of coatings have occurred in the United States.”*
 - Certifications for a particular item should be retained in one location to allow easy access for auditing purposes.
 - Certifications should be retained by the Contractor until final acceptance of the project.

(b) Category 2

Steel and iron products covered in this category are as follows:

- Cast iron products (frames, grates, hoods, manhole covers, etc.)
- Fencing materials
- Corrugated steel pipe
- Corrugated steel pipe end treatments
- Steel pipe
- Ductile iron pipe
- Underground utility encasement conduit
- Stay-in-place forms

For items in this category, the Contractor is responsible for the following:

- Submitting completed MDT-2 forms for each item with steel to the County Official.
- The MDT-2 will list each corporate entity involved in the manufacturing of the steel item from melting through all fabrication processes.
 - S The MDT-2 forms should be retained by the Contractor until final acceptance of the project.

(c) Category 3

This category covers traffic related items which typically have been placed on the ODOT Traffic Engineering Division's Qualified Products List (QPL). For items in this category listed on the QPL, the MDT-3 will be on file with the Traffic Division. For items in this category that are not listed on the QPL, the Contractor is responsible for submitting a completed MDT-3 form for each pay

item with steel to the County Official. The MDT-3 lists all corporate entities involved throughout the manufacturing process for each steel and iron product used on the project.

The steel products covered in this category are as follows:

- Traffic signal poles and mast arm
- Highway lighting poles and mast arm
- High mast lighting towers
- Cable barrier
- Guardrail, guardrail posts, end sections, terminals, impact attenuators
- Sign posts and bases (less than 2 ½" in diameter and square tubing)
- Steel electrical conduit

(d) Category 4

This category covers pre-stressed and precast concrete items receiving full-time inspection by ODOT as the concrete items are cast. Items in this category are required to have a signed and dated project specific certification for each corporate entity involved in the manufacturing of the steel item from melting through all fabrication processes. This includes the Mill Test Reports with a certification from the supplier/fabricator that references the Buy America requirements and lists each corporate entity involved throughout the manufacturing processes. Mill test reports and certification letters must include a statement similar to the following:

"All manufacturing processes for these steel and iron products, including the application of coatings, have occurred in the United States."

The pre-stressed and precast concrete items covered in this category are as follows:

- Pre-stressed concrete beams and girders
- Precast panels
- Precast MSE and sound walls
- Precast bridge arches

(e) Category 5

This category covers non-structural precast concrete items that do not receive full-time inspection by ODOT. Fabricators for items in this category have been placed on the ODOT Materials Division Approved Products List (APL). The fabricator is required to provide a signed and dated project specific certification which lists each corporate entity involved in the manufacturing process, including melting and all fabrication processes. The certification must reference the Buy America requirements using a statement similar to the

following:

“All manufacturing processes for these steel and iron products, including the application of coatings, have occurred in the United States.”

The steel used in the fabrication of these items will be certified by the fabricator for general use in production and cannot be tied specifically to any individual item.

The pre-stressed and precast concrete items covered in this category are as follows:

- Precast box culverts
- Reinforced concrete pipe and precast end sections
- Precast inlets and catch basins
- Precast manholes

(f) Category 6

This category covers miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct certain highway products and manufactured products. For items in this category, the Contractor is responsible for the following:

- Ensure that all manufacturing processes for these steel and iron products including the application of coatings have occurred in the United States.
- Provide documentation to verify compliance upon request.
- Certifications should be retained by the Contractor/supplier until final acceptance of the project.

The following items are included in this category:

- Cabinets
- Covers
- Clamps
- Fittings
- Sleeves
- Miscellaneous hardware (washers, bolts, nuts, and screws)
- Tie wire
- Spacers
- Chairs or other steel reinforcement supports
- Lifting hooks
- Pipe Valves
- Electronic components
- Temporary falsework

Construction Control Directive – Buy America

Scope: To establish the procedures for Ottawa County’s monitoring and oversight of the Buy America requirements defined in the State Line Road Contract Document and the Code of Federal Regulations (CFR), and to ensure the contractor’s compliance with these requirements.

(1) Requirements

Division II, Special Provision for Buy America, Subsection 105.01.(b) of the State Line Road Contract Document requires that the contractor comply with the Buy America provisions of Title 23 CFR 635.410 which states that all manufacturing processes, including the application of a coating, for all steel or iron products permanently incorporated into the project shall have occurred in the United States (U.S.).

“All manufacturing processes” is defined as any process required to change the raw ore or scrap metal into the finished steel or iron product (smelting, rolling, extruding, bending, etc.).

“Coating” is defined as any process which protects or enhances the value of the steel or iron product to which the coating is applied (epoxy, galvanizing, painting, etc.).

The following materials are exempt, unless processed or refined to include substantial amounts of steel or iron material, and may be used regardless of source in the domestic manufacturing process for steel or iron material:

- Raw Materials (iron ore or alloys)
- Scrap
- Pig iron
- Processed, pelletized, and reduced iron ore material
- Aluminum
- Brass
- Copper

For recycled steel, only the manufacturing processes to produce steel products must occur domestically beginning at the point where the recycled steel is melted.

While the following items may be considered insignificant or non-structural they are still subject to compliance with the Buy America requirements:

- Stay in place forms
- Temporary steel sheeting left in place
- Fencing and associated hardware

(2) Minimal Use Request

The federal regulations allow a minimal use of foreign steel or iron if the cost of such materials does not exceed 0.1 percent of the total contract amount, or \$2,500, whichever is greater. This threshold applies to the cumulative amount of all foreign steel and iron used on the project. The contractor must submit a written request to the County Official which includes the origin and value of any foreign material to be used. This request must be submitted prior to the work being performed and preferably at the preconstruction conference. The Contractor must track the amount of incorporated foreign steel and iron throughout the life of a project to ensure the minimal use threshold amount is not exceeded. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

- **Contractor Responsibilities**

- Submit a written request to the County Official which includes the origin and value of any foreign material to be used.
- Attach a completed Certificate of Materials Origin (MDT-2).
- Await written approval from the County Official prior to incorporating foreign steel or iron into the project.
- Track the value of incorporated foreign steel and iron throughout the life of a project to ensure the minimal use threshold amount is not exceeded.

- **Ottawa County Responsibilities**

The *County Official* is responsible for the following:

- Review the submitted MDT-2 and determine if the contractor's request is within the allowable limits for minimal use.
1. Notify the contractor in writing of acceptance or rejection and document in the project file.
 2. Track the value of incorporated foreign steel and iron throughout the life of a project to ensure the minimal use threshold amount is not exceeded.

(3) Preconstruction Conference Discussion

A discussion of the Buy America requirements for all steel and iron products permanently incorporated into projects should be included in the preconstruction conference and cover the following items:

- Project Specific Certification letters from the Contractor and Subcontractors demonstrating their understanding and intent to comply with the Buy America Requirements (see Section 4.1 for more detail).
- Contractor shall provide a list of all steel and iron products and suppliers to be used on the project (see attached spreadsheet).
- Required documentation verifying compliance with Buy America for each known steel or iron product at the time of the meeting (see Section 4.2)
- Minimal use requests (see Section 2)
- Change order work involving steel must be in compliance and documented similarly to contract work

(4) Compliance with Buy America Requirements

The Contractor's responsibility for meeting the Buy America requirements is specified in the contract Special Provision related to Subsection 105.01 (b) of the 2009 ODOT Standard Specifications for Highway Construction. The following are requirements for compliance with Buy America:

- Before any work begins that incorporates steel or iron products into the project, the contractor shall submit a project specific certification letter stating that all manufacturing processes involved with the production of these products will occur in the U.S., along with project specific certification letters from each subcontractor for each steel or iron product to be used on the project. Examples of acceptable language for these letters are included in this directive.
- For each steel or iron product, the contractor and subcontractor will be responsible for providing to the County all documentation required to verify that each product complies with Buy America in accordance with the requirements of the corresponding category listed below. The Contractor must provide a completed:
 - Material Use Statement & Certification (MDT-1) for each steel or iron product in Category 1 incorporated into the project.
 - Certificate of Materials Origin (MDT-2) for each steel or iron product in Categories 1 and 2 incorporated into the project.

In most instances, determination of compliance with Buy America requirements should be achieved prior to incorporating the product into the work. If not, the County Official will be responsible for withholding payment for this work until compliance has been determined.

- For steel or iron products incorporated into the project that the origin was not domestic the contractor may be subject to:
 - Removing and replacing the work
 - Forfeiting payment for the work
 - Assessment of penalty

(5) Product Categories

The various steel and iron products (referred to herein as ‘steel’) that are permanently incorporated into projects have been grouped into the following categories with the roles and responsibilities listed to ensure compliance with the Buy America requirements:

- Category 1
 - **General**

This category covers major steel items as listed below. For items in this category, the Contractor is responsible for the following:

 - Submitting completed MDT-1 and MDT-2 forms for each item with steel to both the County Official and Materials Engineer.
 - The MDT-1 will include the Mill Test Reports, and the MDT-2 will list each corporate entity involved in the manufacturing of the steel item from melting through all fabrication processes.
 - Mill test reports and certification letters must include a statement similar to the following: “All manufacturing processes for these steel and iron products, including the application of coatings have occurred in the United States.”
 - Certifications for a particular item should be retained in one location to allow easy access for auditing purposes.
 - Certifications should be retained by the Contractor until final acceptance of the project.
 - **OTTAWA COUNTY Responsibilities**

The *County Official* is responsible for ensuring the following:

 - The contractor has submitted a completed MDT-1 and MDT-2, with mill test reports when appropriate, for each steel product used on the project.
 - The County Official has approved the MDT-1 and MDT-2 for each steel product.
 - The following has been completed as steel products are brought on site:

- Compare the steel products and the bill of laden/invoice to the MDT-1 to ensure the material type, quantity and source of the steel products match.
- For reinforcing steel bars delivered to the project site, compare the bar markings on the bars with the photographs located on the ODOT Materials Division website to verify the steel reinforcing bars are from an approved mill located in the United States.
- Ensure that there is an approved MDT-1 and MDT-2 form for each steel product.
- Review and recommend acceptance for submitted MDT-1 forms with required material test reports and MDT-2 for each steel product used on the project.
- Distribute notifications to the contractor for all approved and rejected MDT-1 and MDT-2.
- Collect Buy America certifications during inspection of the structural steel items, bridge bearing assemblies and various other items fabricated out of state that will be performed by an independent consultant working under direction of the County Official.

○ **Items**

The steel products covered in this category are as follows:

- Products used in pavements, bridges, or other structures cast at the project site:
 - Structural steel (girders, diaphragms, anchor bolts, high-strength bolts, sealed expansion joints, etc.)
 - Reinforcing steel (epoxy coated or black)
 - Welded wire fabric
 - Steel spiral wire (drilled shaft cages, bridge rail, etc.)
 - Steel piling
 - Drill shaft casing (permanent)
 - Dowel bars and baskets for paving
 - Steel sheet piling (permanent)
 - Bridge bearing assemblies (fixed and expansion)(includes bearing pads)
 - Post-tensioning steel (strands, wedges, anchor plates, etc.)
 - Steel monotube structures
 - Galvanized steel supports for overhead and cantilevered sign structure
 - Sign posts and bases (2 ½” diameter and larger and wide flange posts)

• **Category 2**

○ **General**

This category covers the steel items as listed below. For items in this category, the Contractor is responsible for the following:

- Submitting completed MDT-2 forms for each item with steel to the County Official.
- The MDT-2 will list each corporate entity involved in the manufacturing of the steel item from melting through all fabrication processes.
 - The MDT-2 forms should be retained by the Contractor until final acceptance of the project.

○ **OTTAWA COUNTY Responsibilities**

The *County Official* is responsible for ensuring the following:

- The contractor has submitted a completed MDT-2 for each steel product used on the project.
- The following has been completed as steel products are brought on site:
 - Compare the steel products and the bill of laden/invoice to the MDT-2 to ensure the material type, quantity and source of the steel products match.
- Ensure that there is an approved MDT-2 form for each steel product.

○ **Items**

The steel and iron products covered in this category are as follows:

- Cast iron products (frames, grates, hoods, manhole covers, etc.)
- Fencing materials
- Corrugated steel pipe
- Corrugated steel pipe end treatments
- Steel pipe
- Ductile iron pipe
- Underground utility encasement conduit
- Stay in place forms

• **Category 3**

○ **General**

This category covers traffic related items which typically have been placed on the ODOT Traffic Engineering Division's Qualified Products List (QPL). For items in this category listed on the ODOT Traffic Engineering Division's QPL, a programmatic Certificate of Materials Origin (MDT-3) will be on file with the ODOT Traffic Division. For items in this category that are not listed on the ODOT Traffic Engineering Division's QPL, the Contractor is responsible for submitting a completed MDT-3 form for each pay item with steel to the County

Official. The MDT-3 lists all corporate entities involved throughout the manufacturing process for each steel and iron product used on the project.

○ **Ottawa County Responsibilities**

The *County Official* is responsible for ensuring the following:

- Check ODOT Traffic Engineering Division's QPL to determine if a steel product is on it and if an MDT-3 form has been completed by the manufacturer of the steel product. If the steel product is not on the ODOT Traffic Engineering Division's QPL and/or a completed MDT-3 form cannot be provided, then contact the ODOT Traffic Engineer to verify if the steel product can be added to the ODOT Traffic Engineering Division's QPL prior to allowing the contractor to install the item.
- Once the steel product is on the ODOT Traffic Engineering Division's QPL and a completed MDT-3 form has been provided, then the following needs to be completed as that steel product is brought on site:
 - Compare the steel products and the bill of lading/invoice to the MDT-3 to ensure the material type, quantity, and source of the steel products match.
 - Document when a steel product was checked for Buy America and if the steel products and bill of lading/invoice match the MDT-3.
- Ensure that the products are on the ODOT Traffic Engineering Division's QPL for each steel product in this category incorporated into the project.

The ODOT Traffic Engineering Division maintains a list of approved traffic related items that fall into this category which can be found on the ODOT Traffic Engineering Division's QPL as follows:

- For each steel product on the list, there should be a MDT-3 form completed that includes each corporate entity involved in the manufacturing of the steel item from melting through all fabrication processes.
- For traffic steel items not on the ODOT Traffic Engineering Division's QPL with a MDT-3 form, work with The County Official on the approval of these items having manufacturers provide each corporate entity involved in the manufacturing of the steel item from melting through all fabrication processes. The manufacturers should complete a MDT-3 for their product.

○ **Items**

The steel products covered in this category are as follows:

- Traffic signal poles and mast arm

- Highway lighting poles and mast arm
- High mast lighting towers
- Guardrail, guardrail posts, end sections, terminals, impact attenuators
- Cable barrier
- Sign posts and bases (less than 2 1/2" in diameter and square tubing)
- Steel electrical conduit

- **Category 4**

- **General**

This category covers pre-stressed and precast concrete items receiving inspection by OTTAWA COUNTY as the concrete items are cast. Items in this category are required to have a signed and dated project specific certification for each corporate entity involved in the manufacturing of the steel item from melting through all fabrication processes. This includes the Mill Test Reports with a certification from the supplier

/fabricator that references the Buy America requirements and lists each corporate entity involved throughout the manufacturing processes. Mill test reports and certification letters must include a statement similar to the following: "All manufacturing processes for these steel products, including the application of coatings have occurred in the United States."

- **OTTAWA COUNTY Responsibilities**

The *County Official* is responsible for the following:

- Ensure all pre-stressed and precast concrete items have an approved inspection mark when they arrive to the project that indicates the pre-stressed and precast items have met the Buy America requirements. Examples of approved inspection marks may be found on the ODOT Materials Division website.

- **Items**

The pre-stressed and precast concrete items covered in this category are as follows:

- Pre-stressed concrete beams and girders
- Precast panels
- Precast MSE and sound walls
- Precast bridge arches

- **Category 5**

- **General**

This category covers non-structural precast concrete items that are not full-time inspected by OTTAWA COUNTY. Fabricators for items in this category have been placed on the ODOT Materials Division Approved Products List (APL). The fabricator is required to provide a signed and dated project specific certification listing each corporate entity involved in the manufacturing process from melting through all fabrication processes. The certification must reference the Buy America requirements using a statement similar to the following: "All manufacturing processes for these steel and iron products, including the application of coatings have occurred in the United States." The steel used in the fabrication of these items will be certified by the fabricator for general use in production and cannot be tied specifically to any individual item.

○ **OTTAWA COUNTY Responsibilities**

The County Official is responsible for the following:

Ensure all precast concrete items have an inspection mark when they arrive to the project that indicates the precast items from this fabricator have met the Buy America requirements.

- Ensure that the items delivered to the project are from a fabricator listed on the ODOT Materials Division APL.

○ **Items**

The pre-stressed and precast concrete items covered in this category are as follows:

- Precast box culverts
- Reinforced concrete pipe and precast end sections
- Precast inlets and catch basins
- Precast manholes

• **Category 6**

○ **General**

This category covers miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct certain highway products and manufactured products. For items in this category, the Contractor is responsible for the following:

- Ensure that all manufacturing processes for these steel and iron products, including the application of coatings have occurred in the United States.
- Provide documentation to verify compliance upon request.
- Certifications should be retained by the Contractor/supplier until final acceptance of the project.

○ **OTTAWA COUNTY Responsibilities**

The *County Official*: Ensure all parties involved with this project are aware of the steel products incorporated into this project that fall into this category.

○ **Items**

The following items are included in this category:

- Cabinets
- Covers
- Clamps
- Fittings
- Sleeves
- Miscellaneous hardware (washers, bolts, nuts, and screws)
- Tie wire
- Spacers
- Chairs or other steel reinforcement supports
- Lifting hooks
- Pipe Valves
- Electronic components
- Temporary falsework
- Mailbox and installation assembly

○ **Letters and Forms**

Construction Control Directive – Buy America

Attachment 1

Company Name _____ (Prime or Subcontractor)
Company Address _____

Re: Subject G04927-0160(1)G,S

I hereby certify this project (if a subcontractor – “our portion of this project”) will meet the requirements of Buy America in accordance with the Federal Regulations (23 U.S.C. 313 and 23 CFR 635.410) and Ottawa County State Line Road project, Division II Special Provision 105.01(b) Buy America requires all manufacturing processes, including the application of a coating, for all steel or iron products permanently incorporated into the project shall have occurred in the United States (U.S.).

“All manufacturing processes” are defined as any process required to change the raw ore or scrap metal into the finished steel or iron product (smelting, rolling, extruding, bending, etc.).

“Coating” is defined as any process which protects or enhances the value of the steel or iron product to which the coating is applied (epoxy, galvanizing, painting, etc.).

I understand that I must comply with Buy America and provide all required documentation prior to incorporating any steel or iron products into the project. Any noncompliance will be justification for rejection of the steel and/or iron products or nonpayment of the work.

I the undersigned hereby certify that I am an authorized agent of

_____.

Name / Title:

Signature:

State of _____ County of _____

Signed and sworn to (or affirmed) before me on (date) by name(s) of person(s) making statement).

_____(Signature of notarial officer)

(Seal)

My commission #

My commission expires:

**Construction Control Directive – Buy America
Attachment No. 2 Example**

STEEL PRODUCTS TO BE FURNISHED FOR PROJECT

PROJECT NUMBER		CIRB-160D(183)RB		
JOB PIECE NO.		2216909		
CONTRACT ID		150241		
CONTRACTOR		ALLEN CONTRACTING, INC./SHELL CONSTRUCTION CO., INC. (JV)		
RESIDENCY		STILLWATER		
SUB ITEM	LINE NO (ITEM CODE) - ITEM DESCRIPTION	STEEL OR IRON PRODUCT	SOURCE	MDT
N	0024 (611(G) 5115) - INLET CI DES. 2 (D)	Precast Structure Reinforcement / Cast Frame, Grate & Hood	Nance Precast / Neenah Foundry	
N	0025 (611(G) 5117) - INLET CI DES. 2 (B)	Precast Structure Reinforcement / Cast Frame, Grate & Hood	Nance Precast / Neenah Foundry	
N	0026 (611(G) 5121) - INLET CI DES. 3 (B)	Precast Structure Reinforcement / Cast Frame, Grate & Hood	Nance Precast / Neenah Foundry	
N	0027 (611(G) 5122) - INLET CI DES. 3 (D)	Precast Structure Reinforcement / Cast Frame, Grate & Hood	Nance Precast / Neenah Foundry	
N	0028 (611(G) 5123) - INLET CI DES. 3 (B)	Precast Structure Reinforcement / Cast Frame, Grate & Hood	Nance Precast / Neenah Foundry	
N	0029 (611(G) 5704) - INLET CDI RCP DES. 1	Precast Structure Reinforcement / Pipe Grates	Nance Precast / Diamondback Steel	
N	0030 (611(G) 5706) - INLET CDI RCP DES. 3	Precast Structure Reinforcement / Pipe Grates	Nance Precast / Diamondback Steel	
N	0031 (611(G) 5707) - INLET CDI RCP DES. 4	Precast Structure Reinforcement / Pipe Grates	Nance Precast / Diamondback Steel	
N	0032 (611(G) 5709) - INLET CDI RCP DES. 6	Precast Structure Reinforcement / Pipe Grates	Nance Precast / Diamondback Steel	
N	0033 (611(G) 5874) - INLET W/LRG. JCT. BOX, CI, DES.2(D)	Precast Structure Reinforcement / Cast Frame, Grate, Hood, Ring & Cover	Nance Precast / Neenah Foundry	
N	0034 (611(G) 5884) - INLET W/LRG. JCT. BOX, CI, DES.3(B)	Precast Structure Reinforcement / Cast Frame, Grate, Hood, Ring & Cover	Nance Precast / Neenah Foundry	
N	0035 (611(G) 5886) - INLET W/LRG. JCT. BOX, CI, DES.3(D)	Precast Structure Reinforcement / Cast Frame, Grate, Hood, Ring & Cover	Nance Precast / Neenah Foundry	
N	0036 (611(G) 5892) - INLET W/LRG. JCT. BOX, CI, DES.3(D)	Precast Structure Reinforcement / Cast Frame, Grate, Hood, Ring & Cover	Nance Precast / Neenah Foundry	
N	0037 (611(G) 5986) - INLET W/SMALL JCT. BOX, CI, DES.3(D)	Precast Structure Reinforcement / Cast Frame, Grate, Hood, Ring & Cover	Nance Precast / Neenah Foundry	
N	0047 (613(A) 0491) - 18" R.C PIPE CLASS III	18" Diameter Precast Concrete Pipe Reinforcement	Rinker Materials / Insteel Wire	
N	0048 (613(A) 0492) - 24" R.C PIPE CLASS III	24" Diameter Precast Concrete Pipe Reinforcement	Rinker Materials / Insteel Wire	
N	0049 (613(A) 0493) - 30" R.C PIPE CLASS III	30" Diameter Precast Concrete Pipe Reinforcement	Rinker Materials / Insteel Wire	
N	0050 (613(A) 0494) - 36" R.C PIPE CLASS III	36" Diameter Precast Concrete Pipe Reinforcement	Rinker Materials / Insteel Wire	
N	0051 (613(A) 0495) - 42" R.C PIPE CLASS III	42" Diameter Precast Concrete Pipe Reinforcement	Rinker Materials / Insteel Wire	
N	0052 (613(A) 0496) - 48" R.C PIPE CLASS III	48" Diameter Precast Concrete Pipe Reinforcement	Rinker Materials / Insteel Wire	
N	0053 (613(B) 0499) - 18" CORR. GALV. STEEL PIPE	18" Diameter Corrugated Galvanized Steel Pipe	Dub Ross Company	
N	0054 (613(L) 5726) - 18" PREFAB. CULVERT END SECTION, ROUND	18" Diameter Corrugated Galvanized Prefabricated End Section, Round	Dub Ross Company	
N	0055 (613(L) 5738) - 48" PREFAB. CULVERT END SECTION, ROUND	48" Precast Concrete Pipe Prefabricated End Section, Round Reinforcement	Rinker Materials / Insteel Wire	
Y	0063 (65(C) 8327) - 2 1/4" SQUARE TUBE POST	2 1/4" Square Tube Post	Direct Traffic Control, Inc.	
Y	0088 (616(I) 0125) - 12" STEEL CASING	12" Diameter Steel Casing	Krapf-Reynolds / Karchmer Pipe	
Y	0089 (616(I) 0175) - 16" STEEL CASING	16" Diameter Steel Casing	Krapf-Reynolds / Karchmer Pipe	

TTP PROJECT No. G04927-0160(1) G.S.
STATE LINE ROAD
DIVISION II SPECIFICATIONS

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**Construction Control Directive – Buy America
Attachment No. 4, MDT- 2**

CERTIFICATE OF MATERIALS ORIGIN

PROJECT NO:	CONTRACT ID:
COUNTY:	
CONTRACTOR:	DATE:
BID ITEM NAME & NO:	QUANTITY:
DOMESTIC MATERIALS SOURCE (NAME AND ADDRESS) TO INCLUDE SUPPLIER, FABRICATOR, AND MANUFACTURER	
DOMESTIC MATERIALS DESCRIPTION	
DOMESTIC ENTITIES INVOLVED IN OTHER MANUFACTURING PROCESSES (I.E. GALVANIZATION, EPOXYCOATING, WELDING, BENDING, ETC.)	
MATERIALS OF UNKNOWN ORIGIN OR FOREIGN MATERIALS DELIVERED TO THE PROJECT	
<p>This certification is made for the purpose of establishing the materials acceptance under the Buy America Certification (23CFR 635.410) and the Contract Special Provisions. All iron and steel manufacturing processes, including protective coating, for the domestic materials described above occurred in the United State of America.</p> <p>Manufacturer's certificates verify the origin above described in the domestic materials will be kept on file for three years by the supplier following the final payment. Copies will be provided to Ottawa County upon their request: I declare under the penalty of perjury under the Oklahoma and Federal Laws that the foregoing is true and correct;</p>	
Company Name and Address	Authorized Representative
	Name: Title: Signature: Date:

MDT-2 4/09/14

**Construction Control Directive – Buy America
Attachment No. 5, MDT- 3**

CERTIFICATE OF MATERIALS ORIGIN

Note: This form is for products on the ODOT Traffic Engineering Division's Qualified Products List (QPL) which contain steel or iron, and is necessary to comply with the Buy America requirements.	
PRODUCT NAME:	PRODUCT NUMBER:
IS THE PRODUCT CURRENTLY ON THE QPL?	IF YES, QPL TRACKING NUMBER:
PAY ITEM NUMBER OR CATEGORY:	DATE:
DOMESTIC MATERIALS SOURCE (NAME AND ADDRESS) TO INCLUDE SUPPLIER, FABRICATOR, AND MANUFACTURER	
DOMESTIC MATERIALS DESCRIPTION	
DOMESTIC ENTITIES INVOLVED IN OTHER MANUFACTURING PROCESSES (I.E. GALVANIZATION, EPOXYCOATING, WELDING, BENDING, ETC.)	
MATERIALS OF UNKNOWN ORIGIN OR FOREIGN MATERIALS	
<p>This certification is made for the purpose of establishing the materials acceptance under the Buy America Certification (23CFR 635.410). All iron and steel manufacturing processes, including protective coating, for the domestic materials described above occurred in the United States of America.</p> <p>Manufacturer's certificates verifying the origin above described in the domestic materials will be kept on file as long as the product is on the QPL. Ottawa County has the right to verify at any time the material source. Copies will be provided to Ottawa County once per calendar year and upon request: I declare under the penalty of perjury under the Oklahoma and Federal Laws that the foregoing is true and correct.</p>	
Company Name and Address	Authorized Representative
	Name: Title: Signature: Date:

MDT-3 5/16/2014

SPECIAL PROVISION

FOR PRICE ADJUSTMENT FOR ASPHALT BINDER

These special provisions revise, amend, and where in conflict, supersede applicable sections of the State Line Road Contract Document, Division I.

(Add the following:)

109.11 PRICE ADJUSTMENT FOR ASPHALT BINDER

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

A. Payment

Payment will be made to the Contractor for monthly fluctuation in the price of asphalt binder used in performing the applicable items of Asphalt Concrete work as listed in the table below when the asphalt binder price fluctuates by more than 3% from the base price defined below. Payments may be positive, negative, or nonexistent depending on the circumstances. Payments or deductions will only be calculated on that portion of the asphalt binder price fluctuation that exceeds the 3% specified above. Payments or deductions for the asphalt binder price adjustment will be included in the Contractor's progressive estimates; and the payment or deduction authorized for each estimate will be based upon the algebraic difference between the quantities for applicable items of work.

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

B. Asphalt Binder Price Adjustment (ABPA)

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

$$ABPA = Q \times F \times D$$

where

ABPA	=	Asphalt binder price adjustment, in dollars;
Q	=	The algebraic difference between the quantities for the applicable items on the current estimate and the quantities shown on the previous estimate, in tons of mix;
F	=	The Asphalt Binder Use Factor for the applicable items of work subject to this price adjustment, as listed in Table 109:1;
D	=	Allowable price differential, in dollars.

Table 109:1 Asphalt Binder Use Factor		
ITEM OF WORK	SPECIFICATION NUMBER	ASPHALT BINDER USE FACTOR PER UNIT (English and Metric units)
Permeable Friction Course	405	0.062 ton of binder per ton of mix
Open Graded Friction Surface Course	406	0.058 ton of binder per ton of mix
Asphalt Concrete, Type S-2	411(A)	0.037 ton of binder per ton of mix
Asphalt Concrete, Type S-3	411(B)	0.042 ton of binder per ton of mix
Asphalt Concrete, Type S-4	411(C)	0.048 ton of binder per ton of mix
Asphalt Concrete, Type S-5	411(D)	0.053 ton of binder per ton of mix
Asphalt Concrete, Type S-6	411(E)	0.058 ton of binder per ton of mix
SMA	411(F)	0.062 ton of binder per ton of mix
Asphalt Concrete, Type RBL	411(G)	0.054 ton of binder per ton of mix
Asphalt Concrete, Type RIL	411(J)	0.054 ton of binder per ton of mix

When the units of measure in this contract for the items of work listed in the table do not correspond with the units shown in the table (i.e. Asphalt Concrete paid by the square yard, etc.), those items will not be subject to the terms of this special provision or any asphalt binder price adjustment.

The allowable price differential, “D”, for the current estimate will be computed according to the following formulas:

When the current price, P, is greater than the base price, $P_{(b)}$.

$$D = P - [1.03 \times P_{(b)}], \text{ but not less than zero.}$$

When the current price, P, is less than the base price, $P_{(b)}$.

$$D = P - [0.97 \times P_{(b)}], \text{ but not greater than zero.}$$

P, the asphalt binder current price in dollars per ton (mton), is the Monthly Asphalt Binder Price Index for the month in which the estimate pay period ends.

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

The Oklahoma Department of Transportation (ODOT) will establish the Monthly Asphalt Binder Price Index each month and post the information to the ODOT website at:

<http://www.okladot.state.ok.us/contractadmin/pdfs/binder-index.pdf>

C. Asphalt Binder Index Determination

The Monthly Asphalt Binder Price Index will be determined by calculating the average of the minimum and maximum prices for performance-graded binder using the Selling Price of PG64-22 paving grade, as listed under “Midwest/Mid-Continent Markets - MISSOURI/KANSAS/OKLAHOMA - Tulsa, Oklahoma/Southern Kansas”. The publication used to establish each Monthly Asphalt Binder Price Index will be the Asphalt Weekly Monitor® furnished by Poten & Partners, Inc. The issue of the Asphalt Weekly Monitor® used will be for the last full week in the previous month received by the ODOT prior to the first day of the index month. If the specified publication ceases to be available for any reason, the ODOT, at its discretion, will select and begin using a substitute price source or index to establish the Monthly Asphalt Binder Price Index.

D. Supplemental Items Subject to Adjustment

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

SPECIAL PROVISION
STORMWATER POLLUTION DISCHARGE ELIMINATION

1.0 DESCRIPTION

Contractor acknowledges his role as having day-to-day responsibilities/control for the project. Accordingly, Contractor shall comply with the requirements of the Oklahoma Department of Environmental Quality (ODEQ) general stormwater permit for construction activities on all non restricted areas of the project and with the Environmental Protection Agency (EPA) stormwater permit requirements for construction activities on all restricted areas of the project. (For the purpose of this Special Provision, restricted areas are defined as lands held in trust by the federal government for the benefit of an individual Indian allottee, an allottee's heirs, or a Tribe/Tribal Entity)

Contractor shall use the remaining portions of this Special Provision in relation to stormwater pollution discharge elimination, as well as applicable portions of the Plans and Standard Specifications for the project, unless Contractor elects to develop a more comprehensive Stormwater Management Plan (SMP). In the event Contractor elects to develop a SMP, this plan shall be subject to the County Official's approval prior to commencing earth disturbing activities on the project.

Contractor shall, as needed, be responsible for initiating any modifications to the original permit connected with the location of his storage yard(s), plant sites, and borrow areas, regardless of location on/off the rights-of-way. This requirement shall include modification to the existing stormwater pollution discharge elimination requirements associated with this Special Provision (as approved by the County Official) or, if Contractor elects to develop a more comprehensive plan, the Contractor's SMP. The Contractor shall be solely responsible for implementing the requirements of this Special Provision or his SMP and shall indemnify and hold harmless the County Official for enforcement actions and claims resulting from a failure to comply with the terms of the permit(s).

The Contractor shall be responsible for submitting the Notice of Intent (NOI) to the ODEQ, or if applicable, to the EPA, according to the associated permit requirements and shall allow sufficient time prior to commencing earth-disturbing activities.

Contractor's on-site Superintendent, as identified by FAR clause 52.236-06 of the Federal Acquisition Regulation, shall complete the forms immediately following this Special Provision as required by the permit(s) and timely submit copies to the County Official field representative. In no event shall submittal times exceed seven (7) calendar days following completion of the form.

Failure to comply with requirements of this Special Provision and the permit(s), including but not limited to recordkeeping, inspections/monitoring, and maintenance of controls, shall justify the County Official's withholding of Contractor's progress payments.

2.0 CONTROLS TO REDUCE POLLUTION

2.1 Erosion and Sediment Control.

This Special Provision requires strict adherence to federal, state, and local erosion and sedimentation control requirements. Consequently, areas to remain undisturbed for 21 days or more shall be stabilized as soon as practicable, but in no case later than the 14th day after the last disturbance. Also, the Permit requires final stabilization of the Project 14 days after completion of the last soil-disturbing activities. Final stabilization is defined as meaning all soil disturbing activities at the Project have been completed; and uniform, perennial vegetative cover or equivalent permanent, structural stabilization measures (such as rip-rap, gabions, or geotextiles) have been established for 70-percent of the unpaved area.

The Contractor shall use erosion and sediment controls to divert up-slope stormwater runoff around disturbed areas, to limit the exposure of disturbed areas to the shortest duration possible, and to remove sediment from runoff at the toe of slopes prior to discharge from the Project. Two (2) types of controls, stabilization practices and structural practices, shall be utilized. The Drainage Map in the Construction Plans illustrates the Project's drainage area.

During construction, various controls will be implemented to reduce soil-erosion pollution to stormwater discharges from the Project. In addition to control features contained in the Construction Plans, the standard drawings illustrate stabilization and structural controls for implementation during the earth-disturbing construction activities.

2.1.1 Stabilization Practices. Various stabilization practices will be utilized to prevent soil erosion from polluting stormwater discharges from the Project. The following list describes some of the practices that may be used for this purpose.

- Temporary/permanent seeding,
- Mulching,
- Sod stabilization, and
- Vegetative buffer strips, and
- Protective trees.

Seeding, mulching, sod stabilization, vegetative buffer strips, or combinations of the aforementioned will be placed in susceptible areas to control soil erosion and prevent suspended solids from polluting the Project's stormwater discharges. Temporary seeding may be used during on-going construction activities as necessary. Fast-growing grasses, such as rye and fescue, should be used for this purpose. Permanent seeding or sodding will be utilized upon completion of all soil-disturbing construction activities as a final stabilization

procedure at the Project. Permanent vegetation, such as grass, trees, or shrubs, will be used for this function. Mulching, sod stabilization, and/or vegetative buffer strips will be placed during construction as necessary to control erosion and remove sediment.

2.1.2 Structural Practices. Structural practices will be used in areas where stabilization practices are ineffective, such as continually disturbed areas and time-constrained areas. These practices will either divert flows from exposed soils, store flows, or otherwise limit runoff and the discharge of stormwater pollutants from the Project's exposed areas. The following list provides practices or measures that may be utilized in the aforementioned areas.

- Silt Dikes,
- Silt Fences,
- Drainage Swales,
- Sediment Traps,
- Rip-rap, and
- Geotextiles.

All of the aforementioned control devices will be constructed according to Best Management Practices.

2.2 Other Controls

Although the major anticipated stormwater pollutant from the construction Project is suspended solids, other types of pollution are possible. The management and control of other materials that may potentially contribute to pollution are discussed in this section of text.

2.2.1 Good Housekeeping Practices - Good housekeeping practices will be followed during the Project to reduce the risk of spills or other accidental exposure of materials and substances to stormwater runoff. Materials likely to be present at the Project during construction include fuel, oil and grease, fly ash (or a similar soil-stabilization substance), asphaltic and Portland cement concrete, and general construction trash. All materials stored onsite will be stored in a neat, orderly manner. A plastic-lined fuel depot, which maintains sufficient secondary containment for the entire fuel tank, shall be constructed onsite. Additionally, the Contractor shall place bulk storage (i.e., a barge cargo container, mobile office, trailer, etc.) at the Project for storing oil and grease, as well as other materials capable of contaminating stormwater. Materials stored in these areas shall be kept in their original containers with the original manufacturer's label. The Contractor shall undertake reasonable efforts to store only enough product required to perform each job. Substances will not be mixed with one another unless recommended by the manufacturer. Whenever possible, all of a product will be used before disposing of the container. Finally, the Contractor's superintendent will ensure proper use and disposal of all materials and containers.

2.2.2 Waste Disposal - The Contractor is responsible for the cleanup of any spillage containing oil, grease, or fuel. Contaminated soil will be remediated according to state and federal requirements, and all materials will be handled in accordance with all State and Federal waste handling regulations. As necessary, materials will be properly documented and removed from the Project for disposal. Additionally, construction personnel will be instructed regarding the correct procedure for waste disposal. Notices stating these practices will be posted in the project trailer(s).

All non-hazardous wastes (e.g. concrete waste, general construction trash, etc.) shall be containerized by the Contractor and hauled off-site for proper disposal. Also, the Contractor will be responsible for providing temporary sanitary waste facilities, and will be responsible for collection and proper disposal of sanitary wastes.

The Contract does not anticipate generation or discovery of hazardous waste on the Project. In the event the Contractor generates or encounters hazardous waste, all hazardous waste materials will be disposed of in the manner specified by local or state regulations or by the manufacturer. The Project superintendent shall be responsible for seeing that these practices are followed.

2.2.3 Offsite Vehicle Tracking - Sediment reaching streets and highways generally routes to lakes, streams, and wetlands. Consequently, the tracking of dirt and mud onto public roads outside the Project will be minimized to the greatest extent possible.

2.2.4 Dust Suppression - Water sprays will be used to control dust during extended dry periods. Chemical dust suppressants shall not be used.

3.0 INSPECTION/MAINTENANCE OF CONTROLS

3.1 Inspections

Inspections will be performed every fourteen (14) calendar days, or within 24 hours of any significant storm event. Significant storm events are defined as precipitation occurrences greater than 0.5-inches. Areas requiring inspections include all disturbed areas, materials storage locations exposed to precipitation, stabilization control measures (i.e., grasses, trees, etc.), structural control measures (i.e., silt dikes, silt fences, etc.), and all locations where vehicles enter or exit the Project. Any necessary repairs or modifications resulting from the inspection shall be made within seven (7) days after the inspection and noted so that preventative measures are taken to limit repeated problems.

Inspections shall be conducted by the Contractor and documented on Form 1, entitled Inspection Report Form. Each inspection report will summarize the inspection scope, inspection date and time, inspector's name and title, major observations, and any necessary changes noted. These forms shall be

maintained at the Project and timely submitted to the Contracting Officer's Representative. Additionally, copies of all inspection reports shall be kept by the Contractor for three (3) years after the construction is completed.

3.2 Maintenance

Sedimentation and erosion controls can become altered by construction activities or by stormwater events such that their ability to remove pollutants is severely limited. Therefore, maintenance of all controls will be implemented as necessary during the course of the project. Maintenance actions include but are not limited to the following.

- Irrigation of stabilization controls (grass, trees, etc.), as necessary.
- Replacement of damaged stabilization controls.
- Removal of sediment from silt fences when accumulations reach one-half the above ground silt fence height.
- Removal of sediment from sediment traps after all significant storm events or as necessary to ensure proper function.
- Maintenance of conveyance structures so as to operate according to design.

Additionally Contractor shall ensure that:

- Velocity attenuating channels, if required in the Contract, shall provide vegetation, rip rap or other means as designed to accomplish the desired result.
- Foreign debris, including leaves and lawn cuttings shall not be allowed to accumulate in drainage ditches.

Form 2, entitled Maintenance Action Report Form, shall be used to record all maintenance actions.

4.0 NON-STORMWATER DISCHARGES

Stormwater permits require all anticipated non-stormwater discharges to be identified and appropriate pollution prevention measures be implemented to eliminate them. Although the presence of materials such as fuels, lubricants, concrete, paint, detergents, fertilizers, and treated lumber are possible during the project, the Contractor shall store the materials in either a plastic-lined fuel depot, which maintains sufficient secondary containment for the entire fuel tank, or another appropriate storage container/area.

Consequently, the only likely non-stormwater discharge associated with the Project is water generated from watering and vehicle washing to minimize offsite tracking. However, vehicle washing operations are anticipated to be minimal and will likely occur offsite. Accordingly, no non-stormwater discharges are anticipated. In the event of an unforeseen, non-stormwater discharge occurrence, the Contractor shall

collect the material for appropriate disposal according to state and federal requirements.

5.0 SIGNATURES AND ADMINISTRATION

The Contractor and all subcontractors shall acknowledge this Special Provision by signing the Contractor/Subcontractor Certification(s) following Form 3, prior to commencing work. This signed acknowledgement form and the associated Special Provision shall be retained on the Project by the Contractor and made available to subcontractors; state and local agencies involved with either sediment and erosion plans, grading plans, or stormwater management plans; the ODEQ; and the EPA. In the event that this Special Provision or Contractor's SMP fails to adequately fulfill the permit requirements, Contractor shall timely amend the appropriate document to assure compliance. Examples of instances requiring amendment include:

- Special Provision or SMP proves ineffective in eliminating or significantly minimizing the pollutants in stormwater discharges at the Project.
- Contractor performs significant construction changes that may potentially affect stormwater discharge quality.
- The ODEQ, EPA, or any another applicable regulatory agency request amendments/revisions.

All revisions shall be recorded on Form 3, entitled Revision Log.

When the Project has undergone final stabilization and the Project no longer discharges stormwater associated with construction activities, the Contractor shall submit a Notice of Termination (NOT) to the County Official and appropriate regulatory agency, thereby transferring operational responsibility of stormwater requirements back to the proper authority. Upon submission, the Contractor will attach a copy of the NOT to this Special Provision and retain the document for at least three (3) years.

6.0 BASIS OF PAYMENT

Payment for all Work under this Special Provision shall be included in the price bid for items listed in the Bid Schedule. Such payment shall be full compensation for furnishing all materials, equipment, labor, fees, and incidentals necessary to complete the work as specified in this Special Provision.

FORM 2
MAINTENANCE ACTION REPORT FORM

ACTION DATE: _____ **TIME:** _____

PREPARER'S TITLE: _____ **NAME:** _____

DESCRIPTION OF PROBLEM:	
DESCRIPTION OF ACTION TAKEN:	
COMPLETION AND FOLLOW-UP REMARKS:	
DATE AND TIME OF COMPLETION:	
PREPARER'S SIGNATURE:	
_____ SIGNATURE	

FORM 3
CONTRACTOR/SUBCONTRACTOR CERTIFICATION(S)

“I certify under penalty of law that I have reviewed and understand the terms and conditions of this Special Provision for Stormwater Pollution Discharge Elimination as they pertain to the general Oklahoma Pollutant and Discharge Elimination System (OPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site identified below as part of this certification.”

Name/Title

Date

Contractor/Subcontractor Company Name

Contractor/Subcontractor Address

Contractor/Subcontractor Phone Number

Site Location

FORM 4
REVISION LOG

All revisions to the Storm Water Pollution Prevention Plan must be documented.

Revision 1:

Date: _____

Section(s) Revised: _____

Purpose of Revision: _____

Revised By: _____

Work Phone Number: _____

Revision 2:

Date: _____

Section(s) Revised: _____

Purpose of Revision: _____

Revised By: _____

Work Phone Number: _____

Revision 3:

Date: _____

Section(s) Revised: _____

Purpose of Revision: _____

Revised By: _____

Work Phone Number: _____

**SPECIAL PROVISION
SECTION 201
CLEARING AND GRUBBING
EASTERN RED CEDAR ERADICATION**

These Special Provisions revise, amend, and where in conflict, supersede applicable Sections of the 2009 Standard Specifications for Highway Construction, English and Metric.

201.01 DESCRIPTION *(Add the following:)*

The Eastern Red Cedar is an invasive native species of evergreen tree that can tolerate a wide variety of soils, and habitats. It grows ordinarily from 16 to 66 ft [5 to 20 m] tall, with a short trunk 12 to 39 in [30 to 100 cm] in diameter. The bark is reddish-brown, fibrous, and peels off in narrow strips. The leaves are of two types; sharp, spreading needle-like juvenile leaves 2.0 to 3.9 in [5 to 10 cm] long, and tightly adpressed scale-like adult leaves 0.079 to 0.16 in [2 to 4 mm] long; they are arranged in opposite crossing pairs or occasionally spirals of three. The seed cones are 0.12 to 0.28 in [3 to 7 mm] long, berry-like, dark purple-blue with a white wax cover giving an overall sky-blue color. For more information on Eastern Red Cedars visit: http://oklahomainvasivespecies.okstate.edu/eastern_redcedar.html

Eastern Red Cedars spread quickly and present a fire hazard. For these reasons the cedars are being eliminated from the highway right-of-way.

201.04 CONSTRUCTION METHODS *(Add the following:)*

E. Eastern Red Cedar Eradication

Remove all Eastern Red Cedars within the project right-of-way up to, and including the right-of-way line for the project site. For cedars within the project right-of-way, remove the tree so that the stump is flush with the finished slope elevation. For cedars growing on the right-of-way fence line, do not remove the trees without the approval of the Engineer, and unless the removal can be performed without damaging the right-of-way fence. Repair fence damaged by the removal of the cedars at no additional cost to the Department.

Dispose of the cedars in accordance with Subsection 201.04.A, "Clearing," and in a manner approved by the Engineer.

201.06 BASIS OF PAYMENT *(Add the following:)*

Cost of Eastern Red Cedar eradication to be included in the cost bid for *Clearing and Grubbing*. If no pay item exist within the contract for clearing and grubbing, include the cost of eradication in other items of work.

**SPECIAL PROVISION
SECTION 202**

EARTHWORK

This Section of the Standard Specification shall apply in its entirety with the following revision(s):

202.01 DESCRIPTION. *(Revision)*

(A)Excavation and Borrow. This work consists of removing, disposing of, or compacting earth material, except material removed under another category. The types of excavation and borrow are defined as follows

Select Borrow. Borrow material that is in accordance with Section 705, “Select Borrow,” or that is shown on the Plans (e.g., specific soil groups, group characteristics, or material obtained from a sandstone formation).

SPECIAL PROVISION SECTION 705 SPECIAL PROVISION SELECT BORROW

705.01 MATERIALS

Provide select borrow in accordance with Table 705:1.

Table 705:1 Select Borrow Requirements	
Group Classification	Group Index (Maximum Value)
A-1	(5)
A-2-4	(5)
A-3	(0)
A-4	(5)
A-5	(5)
A-6	(5)
^a Classify select borrow in accordance with AASHTO M 145	

Provide select borrow that passes a 3in [75mm] sieve and remove material from the right-of-way that does not reduce to a size 3 in [

(b) Testing. Testing shall be in accordance with the following AASHTO Methods except as noted:

Sieve Analysis	T 88
Preparing Samples	Omitting Hydrometer Test
Liquid Limit	T 87
Plastic Limit & Plasticity Index	T 89
Stake Durability	T 90
	ASTM D4644

SPECIAL PROVISION
SECTION 303
AGGREGATE BASE

These Special Provisions amend, and where in conflict, supersede applicable Sections of the 2009 Standard Specifications for Highway Construction, English and Metric.

(Replace with the following:)

303.01 DESCRIPTION

This work consists of providing and placing one or more layers of aggregates and specified additives on a prepared subgrade or subbase using conventional equipment and methods for incorporating water into the aggregate base material and spreading it onto the subgrade.

303.02 MATERIALS

Provide aggregate material for the gradation type shown on the Plans (Type A, Type B or Type C) in accordance with Subsection 703.01, "Aggregate for Aggregate Base."

During aggregate production, do not change the approved gradation type or source, unless the County Official approves another gradation type or source in writing.

303.03 EQUIPMENT

A. Stationary Plant

Provide a central mixing plant of the pugmill type, rotary drum type, or continuous type of mixer. Establish stationary plant location within reasonable proximity to the project in order to deliver the aggregate base material at the proper moisture and consistency requirements.

B. Traveling Plant

Provide a traveling plant of the type that picks up the material from a windrow or from a blanket of loose material. The mixer may be of the pugmill or auger type, or of the transverse shaft type that mixes the materials by means of revolving paddles that lift all the loose material from the working area.

Ensure the traveling plant has provisions for introducing the water at the time of mixing, through a metering device, or by other approved methods, and can apply the water by means of controls which will supply a uniform ratio of water in the approximate amount required for optimum moisture.

Ensure the device by which the mixing machine picks up the material can be controlled and operated on each pass of the mixer as to pick up all the material to be treated and at the same time avoid cutting into the working area.

C. Compactor

Provide a self propelled, steel wheeled compactor weighing at least 10 ton [9 metric ton].

303.04 CONSTRUCTION METHODS

A. Preparation of Subgrade

Prepare the subgrade in accordance with Subsection 310.04.B, “Subgrade Method B for All Other Subbases, Bases, Pavement, or Surface,” or as required by the Contract.

B. Preparation of Existing Base Course

Prepare existing aggregate base course in accordance with Section 311, “Processing Existing Base and Surface,” or as required by the Contract.

C. Mixing Aggregate Base

Uniformly mix aggregate base materials and water using a stationary or traveling plant at outside locations or using on-grade mixing methods to achieve a uniform material near optimum moisture. On-grade mixing methods must not cause instability to the underlying subgrade material due to moisture saturation. If instability is caused, the methods must be suspended and improved to eliminate that condition.

(1) Stationary Plant

Uniformly mix the aggregate and water in an approved central mixing plant (pugmill, rotary drum, or continuous mixer). Add water during the mixing operation to achieve the proper moisture content for compaction in accordance with Subsection 303.04.E, “Shaping and Compaction.”

(2) Traveling Plant

Perform the following steps to uniformly mix the aggregate and water using a traveling plant:

- Clean the specified area of vegetation and deleterious materials.
- Overlay the specified area with at least 3 in [75 mm] of base material and compact to achieve a work table for mixing operations.
- If the mixing machine requires a blanket of material, spread the windrow to a uniform depth and width consistent with the machine’s capability.
- Add water during the mixing operation to achieve the proper moisture content for compaction in accordance with Subsection 303.04.E, “Shaping and Compaction.” Avoid using excess water during mixing and compaction to prevent undue softening of the subgrade.
- Ensure the device used to pick up the material does not contaminate the mixture by

cutting into the work table.

- Continue mixing until the aggregate and water are evenly distributed and a uniform mixture is produced, meeting specification requirements.
- During the mixing process, adjust the mixing equipment to prevent material from moving in a longitudinal direction.

(3) On-Grade Mixing

During the mixing of the aggregate base material and water, moisten the base material as close to optimum moisture content as practical prior to its placement to minimize the amount of water that must be uniformly mixed on the subgrade. Apply additional water as needed accurately and uniformly throughout the length of the section being placed so that no excess wet or dry spots exist in the finished aggregate base. Avoid application of excess water, during both mixing and compaction, so that undue softening of the subgrade will not develop.

D. Spreading

Transport the mixed aggregate base material to the roadbed and place using equipment and methods that will not damage the underlying subgrade or separator fabric. Spread the aggregate base material so that once compacted, the base will be within acceptable tolerances to the final slope and elevation shown in the plans. Make adjustments to equipment and methods as needed to:

- Minimize segregation and degradation of aggregate base material,
- Provide sufficient moisture content of aggregate base material (near optimum moisture content) without over saturating the underlying subgrade material, and
- Obtain final slope and elevations within acceptable tolerances.

Place aggregate base material in layers of from 4 in to 8 in [100 mm to 200 mm] compacted thickness.

Spread and compact the aggregate base material over the full width of the roadbed before placing a succeeding layer. Finish compacted layers to the grades, elevations, and thicknesses shown on the Plans. Correct segregated areas at no additional cost to the County. Stagger longitudinal and transverse joints at least 1 ft [0.3 m] in each succeeding layer.

When constructing successive layers of aggregate base, minimize disturbance to the surface of the previously placed layer. Adjust placement procedures or equipment to ensure compliance with the Contract requirements.

E. Compaction

Compact each layer to the proper density: no less than 98 percent of maximum density for Type A Aggregate Base, and 95 percent for Types B and C Aggregate Base. Determine maximum density in accordance with AASHTO T-180, Method D. Measure the in-place field density in accordance with AASHTO T-310; direct transmission is the preferred method (rod projected into base as opposed to back-scatter mode). Provide sufficient moisture content in the aggregate base material at the time of placement near the optimum moisture content to enable proper compaction. Prevent damage to aggregate particles during compaction. Moisture content will aid in the base compaction and reduce the compactive effort necessary and minimize the breakdown of the gradation of the material.

If during compaction the moisture content drops below optimum moisture such that the required percent compaction cannot be obtained, apply water uniformly over the base materials as needed to ensure a uniform texture, firmly keyed aggregates, and proper consolidation of layers.

Cure the aggregate base material such that there is no free standing water before applying the prime coat or the succeeding layer of aggregate base or pavement section. If the density required by the Contract is achieved, the County will not consider moisture content as an acceptance criterion.

F. Tolerances

Finish the aggregate base in accordance with Subsection 301.04.A, "Tolerances."

303.05 METHOD OF MEASUREMENT

The County Official will measure the volume of the compacted in-place *Aggregate Base Type A, Type B, and Type C* by multiplying the completed length of aggregate base by the area of the typical section shown on the Plans.

303.06 BASIS OF PAYMENT

The County will pay for each pay item at the contract unit price per the specified pay unit as follows:

Pay Item:	Pay Unit:
<i>(A) AGGREGATE BASE TYPE A, PLANT MIXED</i>	Cubic Yard [Cubic Meter]
<i>(B) AGGREGATE BASE TYPE B, PLANT MIXED</i>	Cubic Yard [Cubic Meter]
<i>(C) AGGREGATE BASE TYPE C, PLANT MIXED</i>	Cubic Yard [Cubic Meter]

SPECIAL PROVISION
SECTION 407
NT TACK MATERIAL

These Special Provisions revise, amend, and where in conflict, supersede applicable sections of the 2009 Standard Specifications for Highway Construction, English and Metric.

407.02 MATERIALS *(Add the following:)*

Provide NT tack material in accordance with Special Provision 708-25, “Material Requirements for Non- Tracking (NT) Tack Material.”

407.04 CONSTRUCTION

METHODS B. Fog Seal

(Add the following:)

When applying NT tack material (NTQS-1HH, NTSS-1HM) as fog seal, dilute the emulsion at a rate of 5:1 water to original emulsion, and apply the mixture at a rate of 0.1 gal/yd² [0.44 L/m²]. Alter the application rate as directed by the County Official (based on the pavement surface texture).

C. Tack Coat *(Add the following:)*

When applying NT tack material (CBC-1H, NTQS-1HH, NTSS-1HM) as tack coat, apply the emulsion at a rate of 0.08 gal/yd² [0.36 L/m²] of original emulsion, unless otherwise required by the Contract. Apply NT tack material (NTHAP) at a rate of 0.08 gal/yd² [0.36 L/m²] of residual asphalt content, unless otherwise required by the Contract. Alter the application rate based on the pavement surface texture, and as directed by the County Official.

407.06 BASIS OF PAYMENT *(Add the following:)*

The County will pay for each pay item at the contract unit price per the specified pay unit as follows:

Pay Item:	Pay Unit:
<i>(D) NT TACK MATERIAL</i>	Gallon [Liter]

The County considers the cost of water for dilution to be included in the contract unit price for *NT Tack Material* emulsions.

SPECIAL PROVISION
SECTION 708
MATERIAL REQUIREMENTS FOR NT TACK MATERIAL

These Special Provisions revise, amend, and where in conflict, supersede applicable sections of the 2009 Standard Specifications for Highway Construction, English and Metric.

708.03 ASPHALT MATERIALS (*Add the following:*)

Provide NT tack material in accordance with Table 708:3a for the grade required by the Contract.

Table 708:3a			
Requirements for NT Tack Material			
Test	Emulsion		
	CBC-1H	NTSS-1HM	NTQS-1HH
Saybolt Furol Viscosity, SFS @77° F [25° C]	10 - 100	15 - 100	15 - 100
Storage stability test, 24 hours, %	≤ 1	≤ 1	≤ 1
Particle Charge	Positive	-	-
Sieve test, %	≤ 0.1	≤ 0.3	≤ 0.3
Tests on residue from distillation ^a			
Residue, %	≥ 50	≥ 50	≥ 50
Penetration, 77° F [25°], 100 g, 5 s	40 - 90	≤ 20	≤ 15
Softening point, ring, and ball, ° F [° C]	-	≥ 149 [65]	≥ 149 [65]
Flash Point, ° F [° C]	-	-	-
Original DSR G*/sin(δ) @ 180° F [82° C], kPa	-	≥ 1.00	≥ 1.00
Solubility in trichloroethylene, %	≥ 97.5	≥ 97.5	≥ 97.5
^a Modify the distillation procedure as follows: Maintain a temperature from 345° F [174°C] to 344° F [180° C] on the lower thermometer for the last 20 minutes of the test. Residue may also be obtained by evaporation.			

Table 708:3b	
Requirements for NT Tack Material	
Test	Asphalt Cement
	NTHAP
Rotational viscosity ^a @ 300° F [149° C], Pa·s	≤ 3
Penetration, 77°F [25° C], 100 g, 5 s	≤ 25
Softening point, ring, and ball, ° F [° C]	≥ 158 [70]
Flash point, ° F [° C]	≥ 500 [260]
Original DSR G*/sin(δ) @ 180° F [82° C], kPa	≥ 1.00
Solubility in trichloroethylene, %	-
^a Limit may be waived if no application problems are present in the field and material can be pumped.	

B. Application Temperature (*Amend Table 708:4 to include the following:*)
708:4

Temperature Ranges for Use of Asphalt Materials

Type or Grade Mixture,

°F [°C]

For Mixing,

°F [°C]

For Spraying,

°F [°C]

SPECIAL PROVISION

SECTION 408

PRIME COAT

This Section of the Standard Specification shall apply in its entirety with the following revision(s) and addition(s):

408.04 CONSTRUCTION METHODS. (*Revision*)

408.04 (E) (Revise entire paragraph to read, “If, after the application of the prime coat, the bituminous material fails to penetrate within the time specified and the roadway must be used by traffic, blotter material *may be used with prior approval by the County Official* and shall be spread in the amount required to absorb any excess bituminous material.”)

(*Addition*)

408.04 (F) Contractor shall be required to maintain the primed surface area until completion of surfacing operations.

Contractor shall note that portions of the Work require construction while under traffic. Accordingly, Contractor shall plan Work to allow sufficient time for activities specified in 408.04(d).

(*Addition*)

408.04 (F) Contractor shall be required to maintain the primed surface area until completion of surfacing operations. Contractor shall note that portions of the Work require construction while under traffic. Accordingly, Contractor shall plan Work to allow sufficient time for activities specified in 408.04(d).

SPECIAL PROVISION
SECTION 411
LONGITUDINAL JOINT DENSITY ON ASPHALT CONCRETE PAVEMENT

This special provision revise, amend and where in conflict, supersede applicable sections of the 2009 Standard Specifications for Highway Construction, English and Metric.

411.04 Construction Methods

J. Joints (*Add the following:*)

(1) Longitudinal Joint Density

For each lot, or subplot at locations where roadway density tests are to be taken, perform a joint density evaluation at each pavement edge that is or will become a longitudinal joint. Determine the joint density in accordance with OHD L – 14, Appendix B. The joint density is considered failing if the density at the joint is more than 3.0 pcf below the density at the random sample location at the same station and the measured (by core correlation) joint density is less than 90%.

Investigate joint density failures and take corrective actions during production and placement to improve joint density. Suspend production if two (2) consecutive evaluations fail unless otherwise approved. Resume production after the Engineer approves changes to production or placement methods.

**SPECIAL PROVISION
SECTION 411
WARM MIX ASPHALT**

This special provision amends and where in conflict, supersedes applicable sections of the 2009 Standard Specification for Highway Construction , English and Metric. The units for this project are those specified in the project plans.

(Add the following:)

411.01 DESCRIPTION

Warm Mix Asphalt (WMA) is defined as an asphalt binder and aggregate mixture which , by additive or process, can be produced and placed at a reduced temperature from normal HMA temperatures. WMA requirements are the same as for HMA except where noted.

411.04 CONSTRUCTION METHODS

K. Compaction

(1) General

Ensure that the WMA immediately behind the paver is at least 215°F [102°C].

SPECIAL PROVISION
SECTION 708
WARM MIX ASPHALT MATERIAL REQUIREMENTS

These Special Provisions amend and where in conflict, supersede applicable sections of the 2009 Standard Specifications for Highway Construction, English and Metric.

708.04 COMPOSITION OF MIXTURES (*Add the following:*)

F. Warm Mix Asphalt

Unless otherwise shown on the plans, mixtures produced as Warm Mix Asphalt (WMA) will be accepted at the Contractor's option. For WMA, mixing temperatures may be reduced. Unless otherwise directed, use only WMA additives or processes listed on the Department's approved list maintained by the Materials Division. The Materials Division Engineer may accept new additives or processes with sufficient evidence of performance.

Prepare WMA mix designs in general accordance with AASHTO R 35 except where modified by these specifications. WMA requirements are the same as for HMA except where noted. When using the technology during a mix design, increase the oven aging period to four hours before preparing samples for moisture susceptibility and rut testing. Report the supplier's recommended temperatures for plant mixing and roadway compaction on the mix design. Report the supplier's recommended temperatures for laboratory mixing and compaction on the mix design.

For WMA using an additive technology, perform the mix design using the additive. For WMA designs that use a plant process, perform the mix design as an HMA mix design. If the laboratory has a foamer, the design may be performed using that process. Alternatively, use an existing approved HMA mix design except when the percent binder absorbed exceeds 1.00 percent. The percent binder absorbed formula is shown at the end of this paragraph. When the percent binder absorbed exceeds 1.00 percent, use the plant-produced WMA material for moisture susceptibility and rut testing. Report the additive or process used by name, supplier source, and application rate (if applicable) on the mix design.

$$P_{ba} = \frac{100 G_b (G_{se} - G_{sb})}{G_{se} G_{sb}}$$

Where:

P_{ba} = Percent binder absorbed by total mass of aggregate,

G_b = Specific gravity of the binder,

G_{se} = Effective specific gravity of the combined aggregates, and

G_{sb} = Bulk specific gravity of the combined aggregates.

**SPECIAL PROVISION
SECTION 501
EXCAVATION AND BACKFILL FOR STRUCTURES**

This Section of the Standard Specifications shall apply in its entirety with the following revisions

501.04 CONSTRUCTION METHODS.

(b) **Backfilling.** (Revision)

3. *Disposal of Surplus.* Clean up areas affected by the construction according to Subsection 104.08. Do not place excess material in the stream bed. Remove obstructions that may collect drift, induce scour, or endanger the work as directed. Dispose of excavated and removed materials not used in the project. (These unused, waste materials will be the property of the Contractor.)

This Section of the Standard Specifications shall apply in its entirety with the following exceptions when low strength backfill is used for storm drain pipe backfill (not utility trench backfill.)

501.02 MATERIALS.

The following shall supplement or when in conflict shall supercede the requirement of this subsection:

(b) **Controlled Low-Strength Material (CLSM)**

1. Mix Design.

CLSM Mix Design

<u>Ingredient</u>	<u>Pounds per Cubic Yard</u>
Cement, Type E, ASTM C-150	282
Sand	2,685
Water	60 (gallon)

The slump shall be flowable (range 4 to 8 inches). Air entraining agent shall be added to maintain the air content at 6% (+/- 2%), ASTM C-260.

**SPECIAL PROVISION
SECTION 509
STRUCTURAL CONCRETE**

This Section of the Standard Specification shall apply in its entirety with the following addition(s):

509.04 CONSTRUCTION METHODS.

A. General. *(Addition)*

Ensure that each batch of concrete delivered has a printed or written batch ticket with all of the information required in AASHTO M157, Section 16, including the requirements listed in Subsections 16.2.1 through 16.2.6.

**SPECIAL PROVISION
SECTION 613
DRAINAGE CONDUITS**

This Section of the Standard Specification shall apply in its entirety with the following exception(s):

613.02 MATERIALS. *(Addition)*

All corrugated galvanized steel pipe used on this project shall conform to AASHTO M 245, 246-80, 190-80, Sec. 5.3.3. Polycoat Steel Pipe.

613.04 CONSTRUCTION METHODS.

The following shall supplement or when in conflict shall supersede the requirements of this subsection.

B. Excavation

Where new structures are called for on the plans, the Contractor shall remove the existing structure and all associated material of the structure. The removed material will become property of the Contractor and disposed of in a satisfactory manner.

The structural excavation to remove all materials of every character to place the new structures at the locations and elevations as shown on the plans or as directed by the County Official shall be done by the Contractor.

Backfill shall be acceptable material placed in layers not to exceed eight (8) inches loose-measurement and shall be kept as approximately the same elevation on both sides of the structure. No rocks or boulders larger than four (4) inches in the largest dimensions shall be placed next to the culvert. Backfill material shall be compacted thoroughly and uniformly. Thoroughly and uniformly compacted means a degree of compaction that is equal to at least 95% of standard density, AASHTO T 99.

Watering shall be required as directed by the County Official. Rollers, vibrators, or other approved compactors shall be operated parallel to the barrel of culverts. All areas, inaccessible to rolling equipment shall be compacted with a mechanical tamper.

SPECIAL PROVISION
SECTION 619
REMOVAL OF STRUCTURES AND OBSTRUCTIONS

This Section of the Standard Specification shall apply in its entirety with the following addition(s):

619.04 CONSTRUCTION METHODS.

(b) Removal of Bridges, Culverts and other Existing Structures.

(Revision)

Removal of existing structures when shown on the Plans shall be in accordance with Subsection 104.07.

(Revision)

- (2) When structures or material in structures are to become the property of the Contractor, remove and dispose of the material in accordance with Subsection 104.08. Remove piers, abutments, piling, and substructures as specified in (1) above.

SPECIAL PROVISION
SECTION 641
MOBILIZATION

This Section of the Standard Specification shall apply in its entirety with the following addition(s):

641.01 DESCRIPTION. *(Addition)*

All Work under Division I, Section 155 *Schedules for Construction Contracts* shall be included in the unit price for items under Section 641 *Mobilization*. The method of measurement for Work under this item, including construction schedules, shall remain as lump sum.

SPECIAL PROVISION
SECTION 708
MATERIAL REQUIREMENTS FOR NT TACK MATERIAL

These Special Provisions revise, amend, and where in conflict, supersede applicable sections of the 2009 Standard Specifications for Highway Construction, English and Metric.

708.03 ASPHALT MATERIALS (*Add the following:*)

Provide NT tack material in accordance with Table 708:3a for the grade required by the Contract.

Table 708:3a Requirements for NT Tack Material			
Test	Emulsion		
	CBC-1H	NTSS-1HM	NTQS-1HH
Saybolt Furol Viscosity, SFS @ 77°F [25°C]	10 – 100	15 – 100	15 – 100
Storage stability test, 24 hours, %	s 1	s 1	s 1
Particle Charge	Positive	–	–
Sieve test, %	s 0.1	s 0.3	s 0.3
Tests on residue from distillation ^a			
Residue, %	::, 50	::, 50	::, 50
Penetration, 77°F [25°C], 100 g, 5 s	40 - 90	s 20	s 15
Softening point, ring, and ball, °F [°C]	–	::, 149 [65]	::, 149 [65]
Flash point, °F [°C]	–	–	–
Original DSR G*/sin(α) @ 180°F [82°C], kPa	–	::, 1.00	::, 1.00
Solubility in trichloroethylene, %	::, 97.5	::, 97.5	::, 97.5
^a Modify the distillation procedure as follows: Maintain a temperature from 345 °F [174 °C] to 355 °F [180 °C] on the lower thermometer for the last 20 minutes of the test. Residue may also be obtained by evaporation.			

Table 708:3b Requirements for NT Tack Material	
Test	Asphalt Cement
	NTHAP
Rotational viscosity ^a @ 300°F [149°C], Pa·s	s 3
Penetration, 77°F [25°C], 100 g, 5 s	s 25
Softening point, ring, and ball, °F [°C]	::, 158 [70]
Flash point, °F [°C]	::, 500 [260]
Original DSR G*/sin(α) @ 180°F [82°C], kPa	::, 1.00
Solubility in trichloroethylene, %	–
^a Limit may be waived if no application problems are present in the field and material can be pumped.	

B. Application Temperature (*Amend Table 708:4 to include the following:*)

708:4 Temperature Ranges for Use of Asphalt Materials			
Type or Grade	Mixture, °F [°C]	For Mixing, °F [°C]	For Spraying, °F [°C]
NTHAP	–	350 - 400 [177 - 204]	350 - 400 [177 - 204]

**SPECIAL PROVISION
SECTION 855
TRAFFIC STRIPE (PLASTIC)**

These Special Provisions revise, amend, and where in conflict, supersede applicable sections of the 2009 Standard Specifications for Highway Construction, English and Metric.

855.1 DESCRIPTION *(Add the following:)*

This work consists of providing and placing alkyd based reflectorized plastic pavement markings on asphalt concrete and Portland cement concrete pavement surfaces.

855.2 MATERIALS *(Add the following:)*

A. General

When using the alkyd based thermoplastic, the manufacturer has the option of formulating the material according to his own specifications. However, the requirements specified herein and in Section 711 of the Standard Specifications apply regardless of the type of formulation used.

Provide resin in which the pigment, glass beads, and filler are well dispersed. Ensure the material is free of skins, dirt, and foreign objects.

Table 855:0A Composition			
Component	Test Method	White ¹	Yellow ¹
Binder		20% min	20% min
TiO ₂ , Type II Rutile	ASTM D476	10% min	-
Glass Beads	AASHTO T 250	40% min	40% min
Yellow Pigment		-	% min per Manufacturer
Calcium Carbonate and Inert Filler (-200 mesh sieve)		30% max	37.5% max
¹ Percentages are by weight.			

Provide alkyd/maleic binder consisting of a mixture of synthetic resins (at least one synthetic resin must be solid at room temperature) and high boiling point plasticizers. At least one-half of the binder composition must be 100% maleic-modified glycerol of rosin, and be no less than 15% by weight of the entire material formulation.

B. Lead-Free Yellow Thermoplastic Traffic Stripe

(1) General

Provide plastic marking materials for traffic markings applied to asphaltic or Portland cement in accordance with Section 711, "Traffic Stripe".

Clearly mark each bag to indicate color, weight, pigment type (for yellow only), and lot or batch number. (A lot or batch number is each individual mix or blend that produces a finished product ready for use.)

Ensure each bag contains 50 lbs of material.

(a) Pigments

Provide lead-free yellow and filler pigments that pass a U.S. Standard Sieve Number 200 when washed free of resins by solvent washing.

(b) Prime

Provide yellow pigment that is heat resistant and weather-stable. Ensure the yellow pigment is lead-free, organic yellow pigment (C. I. Pigment Yellow 83, opaque version). Do not mix pigment types within a batch. Obtain the County Official's approval of alternate pigments other than those listed prior to use in the formulation.

(c) Filler

Provide filler pigment that is calcium carbonate of 95% purity.

(d) Binder

Provide binder consisting of a mixture of resins, at least one of which is a solid at room temperature, and high boiling point plasticizers. At least 1/3 of the binder composition must be a hydrocarbon resin, and must be no less than 8% by weight of the entire material formulation.

(e) Silica

The total silica used in the formulation must be in the form of glass traffic

beads.

(f) Glass Traffic Beads

Provide glass traffic beads used in the formulation meeting the requirements for AASHTO M 247 Type I.

(2) Finished Product Requirements

(a) Physical Characteristics

Unless otherwise specified, the finished thermoplastic pavement marking materials must be a free flowing granular material. The material must remain in the free flowing state in storage for a minimum of six (6) months when stored at temperatures of 100 °F or less. Produce material that is readily applied through thermoplastic equipment at temperatures between 400 and 425 °F.

(b) Toxicity

When temperatures are up to and including 445 °F, materials must not give off fumes that are toxic or otherwise injurious to persons, animals, or property.

(c) Material Stability

Provide materials that do not break down or deteriorate when temperatures are held at 400°F for 4 hours.

(d) Temperature versus Characteristics

The temperature versus viscosity characteristics of the material in the plastic state must remain constant throughout up to four (4) reheatings to 400 °F, and from batch-to-batch.

(e) Chemical Resistance

Produce material that is unaffected by contact with sodium chloride, calcium chloride, or other similar chemicals on the roadway surface by contact with the oil content of the pavement materials, or by contact from oil droppings from traffic.

(f) Softening Point

Provide materials that soften at 194 °F when tested by the ring and ball method (ASTM E28).

(g) Color

The daytime CIE chromaticity coordinates of the material must fall within an area having the following corner points:

Table 855:0B									
Daytime CIE Chromaticity Coordinate Corner Points									
	1		2		3		4		Brightness (Y)
	x	y	x	y	x	y	x	y	
Yellow	.435	.429	.510	.489	.460	.400	.560	.440	30-60

The yellow material must meet the specified color requirements listed in Table 855:0B for yellow before and after 500 hours for yellow of Weather-Ometer exposure. Weather-Ometer exposure will be in accordance with ASTM G155 using Exposure Cycle 1 with a quartz inner filter glass and Type “S” Borosilicate outer filter glass.

The nighttime CIE chromaticity coordinates for yellow thermoplastic, when utilizing a retro- reflectometer capable of measuring night color of pavement markings in accordance with ASTM E1710, must fall within an area having the following corner points during the life of the stripe:

Table 855:0C										
Nighttime CIE Chromaticity Coordinate Corner Points										
	1		2		3		4		5	
	x	y	x	y	x	y	x	y	x	y
Yellow	.53	.47	.49	.44	.50	.42	.51	.40	.57	.43

Traffic stripe materials shall be characterized as non-hazardous as defined by the Resource Conservation and Recovery Act (RCRA) 40 CFR 261, and the material shall not exude fumes which are hazardous, toxic or detrimental to persons or property. Provide supporting independent analytical data or product material safety data sheets (MSDS) identifying non-hazardous designations.

Additionally, ensure the traffic stripe materials contain no more than 5.0 ppm lead by weight when tested in accordance with the RCRA reference above. Provide supporting independent analytical data.

(h) Formulation

Table 855:0D	
Yellow	% by Weight
Binder	20 min
C.I. Pigment Yellow 83	1.5 min
Calcium Carbonate	20-42
Glass Traffic Beads	30-45
Total	100

855.04 CONSTRUCTION METHODS

B. Application of Markings *(Add the following:)*

In the event that temperatures and conditions are not conducive to the installation of permanent pavement markings within the specified time frame, the County Official may allow and accept the installation of temporary pavement markings in lieu of permanent markings at no additional cost to the County. Maintain the temporary markings until temperatures and conditions are conducive for permanent striping.

E. Retro-reflectivity

(1) Minimum Retro-reflectivity *(Replace with the following:)*

Ensure longitudinal markings meet the minimum retro-reflectivity values in accordance with Table 855:2:

Table 855:2 Minimum Retro-reflectivity			
White		Yellow	
mcd/m ² /lx	Contract unit price adjustment	mcd/m ² /lx	Contract unit price adjustment
≥, 450	100%	≥, 300	100%
400 - 449	75%	275 - 299	75%
250 - 399	50%	225 - 274	50%
< 250	Remove and replace	< 225	Remove and replace

(2) Measurement *(Replace with the following:)*

Measure retroreflectivity of markings within ten (10) calendar days of placement, after removing loose beads.

Measure marking retroreflectivity in the direction of traffic, except the County will allow yellow skip lines to be measured in either direction of traffic. One measurement (multiple readings) will represent each 2,500 ft [762 m] lot of single-color longitudinal stripe. The County will not allow readings for adjacent lots to be taken closer than 1,000 ft [305 m] from each other.

For solid longitudinal stripes, one measurement represents the average of five readings per lot, taken at 3 ft [1 m] intervals along a randomly selected 15 ft [4.5 m] section of solid stripe.

For longitudinal skip stripes, one measurement represents the average of six readings per lot, two readings taken from each of three adjacent skip stripes. The County will not allow readings taken within the first or last 1 ft [0.3 m] of skip stripes.

For non-compliant measurements, the County Official will require additional measurements to determine the extent of non-compliance.

The County will not require measurements of the following:

- Stop bars, crosswalks, gores, words, symbols
- Longitudinal striping installed using hand line machines
- Projects less than 1 mi (1.6 km) long

Obtain the County Official's approval in writing before using a mobile retro-reflectometer system as an alternative measurement method.

SPECIAL PROVISION
SECTION 880
CONSTRUCTION SIGNING AND TRAFFIC CONTROL

This Section of the Standard Specification shall apply in its entirety with the following additions:

880.01 DESCRIPTION. *(Addition)*

All Work under Division I, Section 155 *Schedules for Construction Contracts* shall be included in the unit price for items under Section 880 *Construction Traffic Control*. The method of measurement for Work under this item, including construction schedules, shall remain as lump sum.

880.05 METHOD OF MEASUREMENT.

A. Lump Sum Item *(Addition)*

All change orders approved which provide for addition work **and** additional calendar days shall provide for additional compensation for Construction Traffic Control. Payment for additional Construction Traffic Control shall be determined by dividing the lump sum bid for Construction Traffic Control by the number of calendar days in the contract time. The daily rate thus derived shall then be multiplied by the number of additional days provided by the change order. The sum computed by this multiplication shall be added to the change order price for additional work and shall be full compensation for all Construction Traffic Control for the added work.

State Line Road, Ottawa County

Minimum Sampling, Testing and Documentation Guidance

The following sampling and testing schedules shall supplement the Standard Specifications, and subject to the County Official's approval, shall supersede and/or control where conflicting provisions arise.

201(A), Clearing and Grubbing – 1.00 LSum

Clearing and Grubbing:

Documentation;

1. Record of Extents of completed work for partial payment based on estimate of percent of Lump Sum.

202(A), Unclassified Excavation – 15,502.00 CY

Earthwork, Excavation/Embankment:

Density and Moisture Content of Soil,

1. One per 1,000-linear feet or per each lift, whichever occurs more frequently.

AASHTO T 99, Method C or D and AASHTO T 310.

Documentation;

1. Initial Control Points, Source Data (Electronic or Field Book), Original Ground Files and Final Ground files used to produce earthwork volumes and/or field measurements.

202(E), Select Borrow – 9,925.00 CY

Earthwork, Select Borrow:

Classification,

1. One per each source or when a visual change in soil characteristics occurs.

AASHTO T 88, AASHTO T89, AASHTO T 90 and AASHTO M 145.

Density and Moisture Content of Soil,

1. One per 1,000-linear feet or per each lift, whichever occurs more frequently.

AASHTO T 99, Method C or D and AASHTO T 310.

Documentation;

1. Initial Control Points, Source Data (Electronic or Field Book), Original Ground Files and Final Ground files used to produce earthwork volumes and/or field measurements.

205(A), Type A Salvaged Topsoil – 1.00 LSum

Type A Salvaged Topsoil:

Documentation;

1. Record of Extents of completed work for partial payment based on estimate of percent of Lump Sum. See ODOT Standard Specifications, Sub-Section 205.04A for Fertilizer application procedure.

0-46-0 Fertilizer, Application Rate – 150 LBS per AC.

Acceptance of Material by Visual Inspection, **or**

1. One per 10,000-Ton.

Acceptance Method Form - AM5007

Identify as being from an approved source,

1. One per each source.

Material Supplier's Certificate of Compliance with ODOT Standard Specification Sub-Section 735.06.A.

Documentation;

1. Included in Type A Salvage Topsoil pay item, See Plan Note No. R-3.

210 Obliterating Abandoned Road – 480.00 LF

Obliterating Abandoned Road:

Documentation;

1. Record of extents of completed work along centerline/reference line of roadway from sta. to sta. and location.

221(C), Temporary Silt Fence – 11,709.00 LF

Fabric, Silt Fence Filter:

Acceptance of Pre-Approved Product, **or**

1. One per 5,000-linear feet.

Acceptance Method Form - AM5001.

Identify as being from an approved source,

1. Fabric,

Manufacturer Certification of Compliance with AASHTO M 288.

221(C), Temporary Silt Fence Continued:

Documentation;

1. Record of extents of completed work including measurements and calculations necessary to determine quantities.

221(D), Temporary Sediment Filter – 28.00 EA

Temporary Sediment Filter:

Type I-A and I-B;

See ODOT Standard Specifications Sub-Section 221.02.B “Temporary Bale Barrier.”
Acceptance of Material by Visual Inspection,

1. One per 1,000-LF.

Acceptance Method Form - AM5007, ODOT Standard Specification Sub-Section 221.02.B.

Type I-C;

See ODOT Standard Specifications Sub-Section 221.02.C “Temporary Silt Fence.”
Acceptance of Pre-Approved Product, **or**

1. One per 5,000-LF.

Acceptance Method Form - AM5001.

Manufacturer Certification of Compliance.

1. Fabric.

AASHTO M 288.

Type II;

Any type of available non-erodible material, such as rock, broken concrete, or other salvageable material.

Acceptance of Material by Visual Inspection,

1. One per 1,000-LF.

Acceptance Method Form - AM5007.

221(D), Temporary Sediment Filter Continued:

Documentation;

1. Physical Count and Structure No.

221(F), Temporary Silt Dike – 1,652.00 LF

Silt Dike – Triangle:

Acceptance of Pre-Approved Product, **or**

1. One per 5,000-linear feet.

Acceptance Method Form - AM5001.

Identify as being from an approved source,

1. Fabric.
2. Urethane Foam.

Manufacturer Certification of Compliance with AASHTO M 288, ASTM D 3574

Documentation;

1. Record of extents of completed work including measurements and calculations necessary to determine quantities.

230(A) Solid Slab Sod – 22,928.00 SY

Sod, Solid Slab:

Initial Testing;

Plasticity Index,

1. One per source or every 10,000-SY, whichever occurs more frequently.

AASHTO T 89, AASHTO T 90.

Progressive Testing;

Acceptance of Material by Visual Inspection,

1. One per source or every 10,000-SY, whichever occurs more frequently.
Oklahoma Department of Agriculture Seed Law (“Prohibited Noxious” and legally “Restricted Noxious”).

Acceptance Method Form - AM5007.

230(A), Solid Slab Sod Continued:

Documentation;

1. Record of extents of completed work including measurements and calculations necessary to determine quantities. See ODOT Standard Specifications, Sub-Section 230.04.G for Fertilizer application procedure.

“10-20-10 Fertilizer” Application Rate – 200 LBS per 1,000.00 SY

Acceptance of Material by Visual Inspection, **or**

1. One per source or every 10,000-SY, whichever occurs more frequently.
Acceptance Method Form - AM5007.

Materials Supplier’s Certificate of Compliance

1. One per each Source.
ODOT Standard Specification Sub-Section 735.06.A.

Documentation;

1. Included in Solid Slab Sod pay item. See Pay Quantity Note No. R-8.

233(A) Vegetative Mulching – 9.50 AC

Mulch, Vegetative:

Acceptance of Material by Visual Inspection,

1. One per source or every 10,000-SY, whichever occurs more frequently.
Oklahoma Department of Agriculture Seed Law (“Prohibited Noxious” and legally “Restricted Noxious”).
Acceptance Method Form - AM5007.

Documentation;

1. Record of extents of completed work including measurements and calculations necessary to determine quantities. See ODOT Standard Specifications, Sub-Section 233.04.B(1)(2) for Mulching Tiller Method and Adhesive Spray Method application procedures.

Adhesive Method, Mulch Application Rate – 2 ton/ac, SS-1, Emulsified Asphalt – 2,000 gal/ac.

233(A), Vegetative Mulching Continued:

Mulching Tiller Method, Mulch Application Rate – 2.5 ton/ac.

Acceptance of Pre-Approved Products, **or**

1. Approved ODOT Manufacturer's Quality Control Agreement for Bituminous Materials,

Acceptance Method Form – AM5001.

Identify as being from an approved source,

1. One Refinery Certificate with Laboratory Analysis and test results for each source every 5,000 Gal emulsified asphalt.

AASHTO M 140, AASHTO M 208

303, Aggregate Base, Type A – 4,568.00 CY

Aggregate Base, Type A:

Initial Testing;

Los Angeles Abrasion, wear,
Sieve Analysis,
Sampling,
Determining Plastic Limit & Plasticity Index,
Fractured Faces,
Method of Preparation of Samples,
Determining Liquid Limit,
Maximum Density,
Aggregate Durability Index,
Material Passing No. 200 Sieve,
Soft Particles,

1. One per source or every 10,000 CY, whichever occurs more frequently.
AASHTO T 96, AASHTO T 27, AASHTO T 2, AASHTO T 90, OHD L-18,
AASHTO T 87, AASHTO T 89, AASHTO T 180, Method D, AASHTO T 210,
AASHTO T 11, OHD L-38, ODOT Standard Specification, Table 703:2.

303, Aggregate Base, Type A Continued:

Progressive Testing;

Sieve Analysis of Fine and Course Aggregate,
Plasticity Index,
Liquid Limit, and
Plastic Limit,

1. One per 1,000-CY.

AASHTO T 27, AASHTO T 89, and AASHTO T 90, ODOT Standard Specification, Table 703:1.

Density and Moisture Content of Soil Aggregate by Nuke Method,

1. One per 1,000-linear feet or per each lift, whichever occurs more frequently.

AASHTO T 180, Method D and AASHTO T 310.

Thickness (In-Place),

1. One per 1,000-linear feet in each driving lane. Within ¼ in. [6 mm] of the thickness shown on the plans.

ODOT Standard Specifications Sub-Section 301.04A(2).

Width (In-Place),

1. One per 1,000-linear feet.
2. Minimum Width shown on the plans.

ODOT Standard Specifications Sub-Section 301.04.A(2).

Grade Tolerance (In-Place),

1. One per 500-linear feet.
2. Surface Elevation within ½ inch [13 mm] of the elevation shown on the plans.

ODOT Standard Specifications Sub-Section 301.04.A(1).

Surface Smoothness,

1. Surface Smoothness within ½ inch [13 mm] in 10 feet [3m].

ODOT Standard Specifications Sub-Section 301.04.A(1).

Documentation;

1. Item will be measured by the CY and compacted in place to the specified density. Measurement by the CY will be based on the actual length multiplied by the theoretical cross section shown on the plans.

326(A), Geotextile Reinforcement – 27,201.00 SY

Geotextile Reinforcement:

Acceptance of Pre-Approved Product, or

1. One per 5,000-square yards.

Acceptance Method Form - AM5001.

Identify as being from an approved source,

1. Fabric.

Manufacturer Certification of Compliance with AASHTO M 288.

Documentation;

1. Record of extents of completed work including measurements and calculations necessary to determine quantities.

402(E), Traffic Bound Surface Course, Type E – 3,493.00 Ton

TBSC, Aggregate Type E:

Initial Testing;

Los Angeles Abrasion, wear,

Sieve Analysis,

Sampling,

Determining Plastic Limit & Plasticity Index,

Fractured Faces,

Method of Preparation of Samples,

Determining Liquid Limit,

Maximum Density,

Aggregate Durability Index,

Material Passing No. 200 Sieve,

Soft Particles,

1. One per source or every 10,000 CY, whichever occurs more frequently.
AASHTO T 96, AASHTO T 27, AASHTO T 2, AASHTO T 90, OHD L-18,
AASHTO T 87, AASHTO T 89, AASHTO T 180, Method D, AASHTO T 210,
AASHTO T 11, OHD L-38, ODOT Standard Specifications, Table 703:2.

402(E), Traffic Bound Surface Course, Type E Continued:

Progressive Testing;

Sieve Analysis of Fine and Course Aggregate,
Liquid Limit,
Plasticity Index, and
Plastic Limit,

1. One per 2,000-Ton.

AASHTO T 27, AASHTO T 89, and AASHTO T 90, ODOT Standard Specifications,
Table 703:8.

Documentation;

1. Item will be verified by haul or weigh ticket.

407(B), Tack Coat – 3,229.00 Gal

Emulsified Asphalt:

Acceptance of Pre-Approved Products, **or**

1. Approved ODOT Manufacturer's Quality Control Agreement for Bituminous Materials,
Acceptance Method Form – AM5001.

Identify as being from an approved source,

1. One Refinery Certificate with Laboratory Analysis and test results for each source every 5,000 Gal.

Emulsified Asphalt – AASHTO M 140

Cationic Emulsified Asphalt – AASHTO M 208

ODOT Standard Specifications Sub-Section 708.03, Table 708:3 and Table 708:4

Documentation;

1. Item shall be verified by haul or weigh ticket and a distribution or shot record shall be made.

State Line Road, Ottawa County, Minimum Sampling, Testing and Documentation

Guidance Continued:

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408, Prime Coat – 6,963.00 Gal

Cut-Back Asphalt:

Acceptance of Pre-Approved Products, **or**

1. Approved ODOT Manufacturer's Quality Control Agreement for Bituminous Materials,

Acceptance Method Form – AM5001.

Identify as being from an approved source,

1. One Refinery Certificate with Laboratory Analysis and test results for each source every 5,000 Gal.

AASHTO M 82, ODOT Standard Specifications Sub-Section 708.03, Table 708:4

Documentation;

1. Item shall be verified by haul or weigh ticket and a distribution or shot record shall be made.

411(B), Superpave, Type S3 (PG 64-22 OK) – 4,865.00 Ton

411(C), Superpave, Type S4 (PG 70-28 OK) – 2,407.00 Ton

Asphalt Concrete, Type S3 (PG 64-22 OK):

Asphalt Concrete, Type S4 (PG 70-28 OK):

Initial Testing of Mineral Aggregates;

Each Source;

Los Angeles Abrasion, wear,

Aggregate Durability Index,

Soft Particles,

Sticks or Roots,

1. One per source or every 10,000 ton, whichever occurs more frequently.

AASHTO T 96, AASHTO T 2, AASHTO T 87, AASHTO T 210, OHD L-38, ODOT Standard Specification, Table 703:2

Combined Aggregate;

Sand Equivalent,

Mechanically Fractured Faces,

Insoluble Residue, – Surface Course,

Flat and Elongated Aggregate,

Clay Balls and Friable Particles,

411, Superpave Continued:

Soft Particles,

1. One per source or every 10,000 ton per Type Superpave, whichever occurs more frequently.

AASHTO T 176, OHD L-18, ODOT Web Page, ODOT Special Provision,
ASTM D 4791, AASHTO T 112, OHD L-38, ODOT Standard Specifications,
Table 703:2 and ODOT Special Provision 708-26, Table 708:1

Asphalt Mixing Plant;

Asphalt Plant Certification,

1. One per source or after every move.

AASHTO M 156 and ODOT Asphalt Plant Certification Requirements.

Scales;

Asphalt Plant Scale Certification,

1. Scale Certification every 6 months or after every move.

ODOT Standard Specification Sub-Section 411.03.B

Plant Start Up Requirements;

Sand Equivalent,

1. One per Source or every 20,000 ton per Type Superpave, whichever occurs more frequently.

Asphalt Cement Content,

Aggregated Gradation,

Air Voids,

Voids in the Mineral Aggregate (VMA),

1. One per Batch, If Asphalt tests fail, Contractor makes adjustments and retests until a passing sample is achieved.

AASHTO T 176, OHD L-26, AASHTO T 30, AASHTO T 11, OHD L-8, OHD L-14

411, Superpave Continued:

Progressive Testing;

Asphalt Cement PG 70-28 OK;

Acceptance of Pre-Approved Products, **or**

1. Approved ODOT Manufacturer's Quality Control Agreement for Bituminous Materials.

Acceptance Method Form – AM5001.

Identify as being from an approved source,

1. One Refinery Certificate with Laboratory Analysis and test results for each day or every Shipment whichever occurs more frequently.

AASHTO M 320, ODOT Standard Specification Sub-Section 708.03, Table 708:2

Asphalt Cement (PG 64-22 OK);

Acceptance of Pre-Approved Products **or**

1. Approved ODOT Manufacturer's Quality Control Agreement for Bituminous Materials.

Acceptance Method Form – AM5001.

Identify as being from an approved source,

1. One Refinery Certificate with Laboratory Analysis and test results for each day or every Shipment whichever occurs more frequently.

AASHTO M 320, ODOT Standard Specification Sub-Section 708.03, Table 708:2

Asphalt Concrete, Type S3 (PG 64-22 OK);

HMA Sample,

1. One per Lot.

OHD L-26, AASHTO T 30, AASHTO T 11, AASHTO T 209, OHD L-8

HMA Density Test for Pavement Cores,

1. Three per Lot.

OHD L-14 or OHD L-45(If Needed)

Asphalt Longitudinal Joint Density,

1. Three per Lot per Type Superpave for each lift.

ODOT Special Provision 411-12

411, Superpave Continued:

Asphalt Concrete, Type S4 (PG 70-28 OK);

HMA Sample,

1. One per Lot.

OHD L-26, AASHTO T 30, AASHTO T 11, AASHTO T 209, OHD L-8

HMA Density Test for Pavement Cores,

1. Three per Lot.

OHD L-14, OHD L-45(If Needed)

Asphalt Longitudinal Joint Density,

1. Three per Lot per Type Superpave for each lift.

ODOT Special Provision 411-12.

Documentation;

1. Item shall be verified by haul or weigh ticket and record extents of completed work along centerline of roadway from station to station.

413(B) Rumble Strip-Method HMA-CYC Group – 8.00 EG

Rumble Strip:

Documentation;

1. Record of extents of completed work including measurements and calculations necessary to determine quantities.

501(A), Structural Excavation, Unclassified

Earthwork, Structure Excavation & Backfill:

Density and Moisture Content of Soil Aggregate by Nuke Method,

1. One per 1,000-linear feet or per each lift, whichever occurs more frequently.

AASHTO T 99, Method C or D and AASHTO T 310.

Documentation;

1. Record of extents of completed work including measurements and calculations necessary to determine quantities.

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Guidance Continued:

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509(A), Class AA Concrete – 266.00 CY

509(C), Class C Concrete – 81.00 CY

Concrete, Class AA(AE):

Concrete, Class C(AE):

Initial Testing;

Sieve Analysis of Fine and Coarse Aggregates,

1. One per Source or 500-cy per each class concrete, whichever occurs more frequently.

AASHTO, T 27, AASHTO T 11, ODOT Standard Specifications, Table 701:11 and 701:12

Fineness Modulus,

1. One per Source or 500-cy per each class concrete, whichever occurs more frequently.

AASHTO T 27, AASHT T 11

Dry Rodded Unit Weight,

1. One per Source or 500-cy per each class concrete, whichever occurs more frequently.

ASTM C 29

Approve Concrete Mix Design,

1. One per class of Concrete per pay item.

ODOT Standard Specification Sub-Section 701.01, Table 701:1, ACI 211.1.

Progressive Testing;

Compressive Strength of Concrete Cylinders,

1. One set per each days pour, each structural element or 70 CY per each class concrete, whichever occurs more frequently,

AASHTO T 23, AASHTO T 22

Fresh Concrete Tests,

1. One set per each days pour, each structural element or 35 CY per each class concrete, whichever occurs more frequently,

AASHTO T 141, AASHTO T 119, AASHTO T 152 or AASHTO T 196,

509, Concrete Continued:

Sieve Analysis of Fine and Coarse Aggregates,

1. One per Source or 100 CY, whichever occurs more frequently.

AASHTO T 27, AASHT T 11, ODOT Standard Specifications, Table 701:11 and 701:12

Liquid Membrane Curing Compound;

Acceptance of Pre-Approved Product, **or**

1. One per 2,500-gal per each class concrete.

Acceptance Method Form - AM5001.

Identify as being from an approved source,

1. One Manufacture Certification with Laboratory Analysis and test results for each source every 2,500 Gal per each class concrete.

Manufacturer Certification of Compliance with AASHTO M 148, Type 2 or Type 1-D, ODOT Standard Specification Sub-Section 701.07.C

Concrete Admixtures, Liquid;

Acceptance of Pre-Approved Product, **or**

1. One per 10,000-IUC per each class concrete.

Acceptance Method Form - AM5001.

Identify as being from an approved source,

1. One Manufacture Certification with Laboratory Analysis and test results for each source every 10,000 IUC per each class concrete.

Manufacturer Certification of Compliance with the following:

Air Entrainment – AASHTO M 154.

Chemical – AASHTO M 194.

Corrosion Inhibiting – AASHTO M 194, ODOT Standard Specifications Subsection 701.03, Table 701:7.

509, Concrete Continued:

Cement;

Acceptance of Pre-Approved Products, **or**

1. One per 1,000-ton,

Acceptance Method Form – AM5001

Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for each Source.

Portland – AASHTO M 85, AASHTO T 192, ODOT Standard Specifications Sub-Section 701.01.B.

Blended Hydraulic – AASHTO M 240, AASHTO T 192, AASHTO T 153, ODOT Standard Specifications Sub-Section 701.01.B.

Hydraulic – ASTM C 1157, AASHTO T 192, AASHTO T 153, ODOT Standard Specifications Sub-Section 701.01.B.

Rapid Set – ODOT Standard Specifications Sub-Section 701.01.B, Table 701:5.

Water;

Acceptance of Pre-Approved Product, **or**

1. One per ODEQ Public Water Source per each class concrete,

Acceptance Method Form - AM5001.

Concrete Producer Test Reports,

1. Test Water and provide weekly test reports for 4 weeks or provide previous test reports. Test water and provide Monthly test reports thereafter for remainder of project.

AASHTO M 157, ODOT Standard Specifications Subsection 701.04, Table 701:9 & Table 701:10

Documentation;

1. Record of extents of completed work including measurements and calculations necessary to determine quantities.

511(A), Reinforcing Steel – 38,714.00 LBS

Fabricated Reinforcing Steel Item

Acceptance of Reinforcing Steel, **or**

1. One per 50,000-lbs (25-ton),

Acceptance Method Form – AM5005.

511(A), Reinforcing Steel Continued:

Identify as being from an approved source,

1. One Manufacturer's Certificate and Mill Test Report for each shipment, or per 25-tons, whichever occurs more frequently.

Steel Bars – AASHTO M 31, Grade 60

Bent Tie Bars – AASHTO M 31, Grade 40

Documentation;

1. Record of extents of completed work including measurements and calculations necessary to determine quantities or manufacture's bar list.

601(A), Type 1 Plain Rip Rap – 333.00 Ton

Rip Rap Stone:

Acceptance of Pre-Approved Products, **or**

1. One per 10,000-ton,

Acceptance Method Form – AM5001

Identify as being from an approved source,

1. Supplier's (or ODOT Approved) Certificate of Compliance.

ASTM D 6473, U.S. Army Corps of Engineers test method CRD-C 144, ODOT Standard Specification Sub-Section 713.01 and Table 731:1, Table 713:2, and Table 713:3.

Documentation;

1. Item verified by haul or weigh ticket and location.

601(I), Filter Fabric (Rip Rap) – 261.00 SY

Fabric, Permanent Erosion Control:

Acceptance of Pre-Approved Product, **or**

1. One per 5,000-Square Yards,

Acceptance Method Form - AM5001.

Identify as being from an approved source,

1. Fabric,

Manufacturer Certification of Compliance with AASHTO M 288.

601(I), Filter Fabric (Rip Rap) Continued

Documentation;

1. Record of extents of completed work including measurements and calculations necessary to determine quantities.

609(B), 2'-8" Combined Curb & Gutter – 9,073.00 LF

Combined Curb & Gutter:

Concrete, Class A(AE):

Initial Testing;

Sieve Analysis of Fine and Coarse Aggregates,

1. One per Source or 500-cy per each class concrete, whichever occurs more frequently.

AASHTO, T 27, AASHTO T 11, ODOT Standard Specifications, Table 701:11 and 701:12

Fineness Modulus,

1. One per Source or 500-cy per each class concrete, whichever occurs more frequently.

AASHTO T 27, AASHT T 11

Dry Rodded Unit Weight,

1. One per Source or 500-cy per each class concrete, whichever occurs more frequently.

ASTM C 29

Approve Concrete Mix Design,

1. One per class of Concrete per pay item.

ODOT Standard Specification Sub-Section 701.01, Table 701:1, ACI 211.1.

Progressive Testing;

Compressive Strength of Concrete Cylinders,

1. One set per each days pour, each structural element or 70 CY per each class concrete, whichever occurs more frequently,

AASHTO T 23, AASHTO T 22

609(B), 2'-8" Combined Curb & Gutter Continued:

Fresh Concrete Tests,

1. One set per each days pour, each structural element or 35 CY per each class concrete, whichever occurs more frequently,
AASHTO T 141, AASHTO T 119, AASHTO T 152 or AASHTO T 196,

Sieve Analysis of Fine and Coarse Aggregates,

1. One per Source or 100 CY, whichever occurs more frequently.
AASHTO T 27, AASHT T 11, ODOT Standard Specifications, Table 701:11 and 701:12

Liquid Membrane Curing Compound;

Acceptance of Pre-Approved Product, **or**

1. One per 2,500-gal per each class concrete.
Acceptance Method Form - AM5001.

Identify as being from an approved source,

1. One Manufacture Certification with Laboratory Analysis and test results for each source every 2,500 Gal per each class concrete.
Manufacturer Certification of Compliance with AASHTO M 148, Type 2 or Type 1-D, ODOT Standard Specification Sub-Section 701.07.C

Concrete Admixtures, Liquid;

Acceptance of Pre-Approved Product, **or**

1. One per 10,000-IUC per each class concrete,
Acceptance Method Form - AM5001.

Identify as being from an approved source,

1. One Manufacture Certification with Laboratory Analysis and test results for each source every 10,000 IUC per each class concrete.
Manufacturer Certification of Compliance with the following:
Air Entrainment – AASHTO M 154.
Chemical – AASHTO M 194.
Corrosion Inhibiting – AASHTO M 194, ODOT Standard Specifications Subsection 701.03, Table 701:7.

609(B), 2'-8" Combined Curb & Gutter Continued:

Cement;

Acceptance of Pre-Approved Products, **or**

1. One per 1,000-ton,
Acceptance Method Form - AM5001.

Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for each Source.

Portland – AASHTO M 85, AASHTO T 192, ODOT Standard Specifications Sub-Section 701.01.B.

Blended Hydraulic – AASHTO M 240, AASHTO T 192, AASHTO T 153, ODOT Standard Specifications Sub-Section 701.01.B.

Hydraulic – ASTM C 1157, AASHTO T 192, AASHTO T 153, ODOT Standard Specifications Sub-Section 701.01.B.

Rapid Set – ODOT Standard Specifications Sub-Section 701.01.B, Table 701:5.

Water;

Acceptance of Pre-Approved Product, **or**

1. One per ODEQ Public Water Source per each class concrete.
Acceptance Method Form - AM5001.

Concrete Producer Test Reports,

1. Test Water and provide weekly test reports for 4 weeks or provide previous test reports. Test water and provide Monthly test reports thereafter for remainder of project.

AASHTO M 157, ODOT Standard Specifications Subsection 701.04, Table 701:9 & Table 701:10

Preformed Expansion Joint Filler for Concrete Paving and Structural Concrete;

Non-bituminous Joint Filler;

Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for each 10,000 LF used.

AASHTO M 153

609(B), 2'-8" Combined Curb & Gutter Continued:

Bituminous Joint Filler (Non-extruding and Resilient Bituminous Types);

Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for each 10,000 LF used.

AASHTO M 213

Joint Sealant, Silicone, Low Mod (Self Leveling);

Acceptance of Pre-Approved Products, **or**

1. One per 100-gal.

Acceptance Method Form – AM5001.

Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for each 100 gal used.

Silicone Sealant – ASTM D 5893, Type SL.

Backer Rod – ASTM D5249.

Joint Sealant, Rapid Cure;

Acceptance of Pre-Approved Products, **or**

1. One per 10,000-IUC.

Acceptance Method Form – AM5001

Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for each 10,000 IUC used.

ODOT Standard Specification Sub-Section 701.08.G(1) and Table 701:14.

Documentation;

1. Record of extents of completed work including measurements and calculations necessary to determine quantities.

610(B), 6" Concrete Driveway – 1,058.00 SY

Concrete Driveway:

Concrete, Class A(AE):

Initial Testing;

Sieve Analysis of Fine and Coarse Aggregates,

1. One per Source or 500-ton per each class concrete, whichever occurs more frequently.

ODOT Standard Specifications, Table 701:11 and 701:12

Fineness Modulus,

1. One per Source or 500-ton per each class concrete, whichever occurs more frequently.

AASHTO T 27, AASHT T 11

Dry Rodded Unit Weight,

1. One per Source or 500-ton per each class concrete, whichever occurs more frequently.

ASTM C 29

Approved Concrete Mix Design,

1. One per class of Concrete per pay item.

ODOT Standard Specification Sub-Section 701.01, Table 701:1, ACI 211.1.

Progressive Testing --

Compressive Strength of Concrete Cylinders,

1. One set per each days pour, each structural element or 70 CY per each class concrete, whichever occurs more frequently,

AASHTO T 23, AASHTO T 22

Fresh Concrete Tests,

1. One set per each days pour, each structural element or 35 CY per each class concrete, whichever occurs more frequently,

AASHTO T 141, AASHTO T 119, AASHTO T 152 or AASHTO T 196

Sieve Analysis of Fine and Coarse Aggregates,

1. One per Source or 100 CY, whichever occurs more frequently.

AASHTO T 27, AASHT T 11, ODOT Standard Specifications, Table 701:11 and 701:12

610(B), 6" Concrete Driveway Continued:

Liquid Membrane Curing Compound;

Acceptance of Pre-Approved Product, **or**

1. One per 2,500-gal per each class concrete.

Acceptance Method Form - AM5001.

Identify as being from an approved source,

1. One Manufacture Certification with Laboratory Analysis and test results for each source every 2,500 Gal per each class concrete.

Manufacturer Certification of Compliance with AASHTO M 148, Type 2 or Type 1-D, ODOT Standard Specification Sub-Section 701.07.C

Concrete Admixtures, Liquid;

Acceptance of Pre-Approved Product, **or**

1. One per 10,000-IUC per each class concrete,

Acceptance Method Form - AM5001.

Identify as being from an approved source,

1. One Manufacture Certification with Laboratory Analysis and test results for each source every 10,000 IUC per each class concrete.

Manufacturer Certification of Compliance with the following:

Air Entrainment – AASHTO M 154.

Chemical – AASHTO M 194.

Corrosion Inhibiting – AASHTO M 194, ODOT Standard Specifications Subsection 701.03, Table 701:7.

610(B), 6" Concrete Driveway Continued:

Cement;

Acceptance of Pre-Approved Products, **or**

1. One per 1,000-ton,

Acceptance Method Form – AM5001

Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for each Source.

Portland – AASHTO M 85, AASHTO T 192, ODOT Standard Specifications Sub-Section 701.01.B.

Blended Hydraulic – AASHTO M 240, AASHTO T 192, AASHTO T 153, ODOT Standard Specifications Sub-Section 701.01.B.

Hydraulic – ASTM C 1157, AASHTO T 192, AASHTO T 153, ODOT Standard Specifications Sub-Section 701.01.B.

Rapid Set – ODOT Standard Specifications Sub-Section 701.01.B, Table 701:5.

Joint Sealant, Silicone, Low Mod (Self Leveling);

Acceptance of Pre-Approved Products, **or**

1. One per 100-gal,

Acceptance Method Form – AM5001

Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for each 100 gal used.

Silicone Sealant – ASTM D 5893, Type SL.

Backer Rod – ASTM D5249.

Joint Sealant, Rapid Cure;

Acceptance of Pre-Approved Products, **or**

1. One per 10,000-IUC,

Acceptance Method Form – AM5001

Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for each 10,000 IUC used.

ODOT Standard Specification Sub-Section 701.08.G(1) and Table 701:14.

610(B), 6" Concrete Driveway Continued:

Documentation,

1. Record of extents of completed work including measurements and calculations necessary to determine quantities.

611(A), Manhole (4' Diameter) – 8.00 EA

611(G), Inlet CI Des. 2 (Std) – 4.00 EA

611(G), Inlet CI Des. 2 (B) – 9.00 EA

611(G), Inlet CI Des. 2 (C) – 1.00 EA

611(G), Inlet CI Des. 2 (2B) – 2.00 EA

611(G), Inlet CI Des. 3 (B) – 1.00 EA

611(G), Inlet CI Des. 3 (D) – 1.00 EA

611(G), Inlet CDI RCP Des. 1 – 1.00 EA

611(G), Inlet CDI RCP Des. 3 – 1.00 EA

611(G), Inlet (SMD 18"- Type 2A) – 2.00 EA

611(G), Inlet (SMD 36"- Type 2A) – 2.00 EA

Manhole and Inlet boxes:

Concrete, Class A(AE);

Initial Testing;

Sieve Analysis of Fine and Coarse Aggregates,

1. One per Source or 500-ton per each class concrete, whichever occurs more frequently.

ODOT Standard Specifications, Table 701:11 and 701:12

Fineness Modulus,

1. One per Source or 500-ton per each class concrete, whichever occurs more frequently.

AASHTO T 27, AASHT T 11

611, Manhole and Inlets Continued:

Dry Rodded Unit Weight,

1. One per Source or 500-ton per each class concrete, whichever occurs more frequently.

ASTM C 29

Approved Concrete Mix Design,

1. One per class of Concrete per pay item.

ODOT Standard Specification Sub-Section 701.01, Table 701:1, ACI 211.1.

Progressive Testing;

Compressive Strength of Concrete Cylinders,

1. One set per each days pour, each structural element or 70 CY per each class concrete, whichever occurs more frequently,

AASHTO T 22

Fresh Concrete Tests,

1. One set per each days pour, each structural element or 35 CY per each class concrete, whichever occurs more frequently,

AASHTO T 141, AASHTO T 119, AASHTO T 152 or AASHTO T 196,

AASHTO T 23

Sieve Analysis of Fine and Coarse Aggregates,

1. One per Source or 100 CY, whichever occurs more frequently.

AASHTO T 27, AASHT T 11, ODOT Standard Specifications, Table 701:11 and 701:12

Liquid Membrane Curing Compound;

Acceptance of Pre-Approved Product, **or**

1. One per 2,500-gal per each class concrete,

Acceptance Method Form - AM5001.

Identify as being from an approved source,

1. One Manufacture Certification with Laboratory Analysis and test results for each source every 2,500 Gal per each class concrete.

Manufacturer Certification of Compliance with AASHTO M 148, Type 2 or Type 1-D, ODOT Standard Specification Sub-Section 701.07.C

611, Manhole and Inlets Continued:

Concrete Admixtures, Liquid;

Acceptance of Pre-Approved Product, **or**

1. One per 10,000-IUC per each class concrete,
Acceptance Method Form - AM5001.

Identify as being from an approved source,

1. One Manufacture Certification with Laboratory Analysis and test results for each source every 10,000 IUC per each class concrete.

Manufacturer Certification of Compliance with the following:

Air Entrainment – AASHTO M 154.

Chemical – AASHTO M 194.

Corrosion Inhibiting – AASHTO M 194, ODOT Standard Specifications Subsection 701.03, Table 701:7.

Cement;

Acceptance of Pre-Approved Products, **or**

1. One per 1,000-ton,
Acceptance Method Form – AM5001

Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for each Source.

Portland – AASHTO M 85, AASHTO T 192, ODOT Standard Specifications Sub-Section 701.01.B.

Blended Hydraulic – AASHTO M 240, AASHTO T 192, AASHTO T 153, ODOT Standard Specifications Sub-Section 701.01.B.

Hydraulic – ASTM C 1157, AASHTO T 192, AASHTO T 153, ODOT Standard Specifications Sub-Section 701.01.B.

Rapid Set – ODOT Standard Specifications Sub-Section 701.01.B, Table 701:5.

611, Manhole and Inlets Continued:

Water;

Acceptance of Pre-Approved Product, **or**

1. One per ODEQ Public Water Source per each class concrete,
Acceptance Method Form - AM5001.

Concrete Producer Test Reports,

1. Test Water and provide weekly test reports for 4 weeks or provide previous test reports. Test water and provide Monthly test reports thereafter for remainder of project.

AASHTO M 157, ODOT Standard Specifications Subsection 701.04, Table 701:9 & Table 701:10

Clay Brick;

Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for every Source.

AASHTO M 114, Grade MW or SW, “Maximum Water Absorption by Five-Hour Boiling” and “Maximum Saturation Coefficient” do not apply.

Concrete Brick;

Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for every Source.

ASTM C 55, “Water Absorption,” “Moisture Content,” and “Linear Shrinkage” do not apply.

Structural Steel;

Acceptance of Reinforcing Steel, **or**

1. One per 50,000-lbs (25-ton),
Acceptance Method Form – AM5005.

Identify as being from an approved source,

1. One Manufacturer’s Certificate and Mill Test Report for each shipment, or per 25-tons, whichever occurs more frequently.

Steel Bars – AASHTO M 31, Grade 60

Bent Tie Bars – AASHTO M 31, Grade 40

611, Manhole and Inlets Continued:

Steel Castings;

Identify as being from an approved source,

1. One Manufacturer's Certificate and Mill Test Report for each Source.

Mild Steel Casting – AASHTO M 192 (ASTM A 486), Class 70 (485), or AASHTO M 103 (ASTM A 27), Grade 70-36 (485-250).

Chromium Alloy-Steel Castings – AASHTO M 163 (ASTM A 743M), Grade CA-15M.

Iron Castings;

Identify as being from an approved source,

1. One Manufacturer's Certificate and Mill Test Report for each Source.

Class 35B Gray Iron Casting – AASHTO M 105.

Ductile Iron Casting – ASTM A 536, Grade 65-45-12 (414-276-18).

Malleable Iron Casting – ASTM A 47, Grade 24118.

Precast Concrete Drainage Structures;

Accepted as Pre-Delivered Inspected,

1. One per 50-ea

Manhole – ODOT Standard Specifications, Sub-Section 726.01.A, Table 726:1, AASHTO M 199M/M 199,

Curb Inlet Boxes – Ottawa County approved Shop Drawings.

Documentation,

1. Physical Count and Structure No.

611(H), Additional Depth in Inlet CI Des. 2 – 16.00 VF

611(H), Additional Depth in Inlet CI Des. 3 – 2.00 VF

611(H), Additional Depth in Inlet CDI RCP Des. 3 – 1.00 VF

Additional Depth in Manhole and Inlet boxes:

Concrete, Class A(AE);

Initial Testing --

Sieve Analysis of Fine and Coarse Aggregates,

1. One per Source or 500-ton per each class concrete, whichever occurs more frequently.

ODOT Standard Specifications, Table 701:11 and 701:12.

Fineness Modulus,

1. One per Source or 500-ton per each class concrete, whichever occurs more frequently.

AASHTO T 27, AASHT T 11

Dry Rodded Unit Weight,

1. One per Source or 500-ton per each class concrete, whichever occurs more frequently.

ASTM C 29

Approved Concrete Mix Design,

1. One per class of Concrete per pay item.

ODOT Standard Specification Sub-Section 701.01, Table 701:1, ACI 211.1.

Progressive Testing --

Compressive Strength of Concrete Cylinders,

1. One set per each days pour, each structural element or 70 CY per each class concrete, whichever occurs more frequently,

AASHTO T 22

611(H), Additional Depth in Inlet Continued:

Fresh Concrete Tests,

1. One set per each days pour, each structural element or 35 CY per each class concrete, whichever occurs more frequently,
AASHTO T 141, AASHTO T 119, AASHTO T 152 or AASHTO T 196, AASHTO T 23

Sieve Analysis of Fine and Coarse Aggregates,

1. One per Source or 100 CY, whichever occurs more frequently.
AASHTO T 27, AASHT T 11, ODOT Standard Specifications, Table 701:11 and 701:12

Liquid Membrane Curing Compound;

Acceptance of Pre-Approved Product, **or**

1. One per 2,500-gal per each class concrete,
Acceptance Method Form - AM5001.

Identify as being from an approved source,

1. One Manufacture Certification with Laboratory Analysis and test results for each source every 2,500 Gal per each class concrete.
Manufacturer Certification of Compliance with AASHTO M 148, Type 2 or Type 1-D, ODOT Standard Specification Sub-Section 701.07.C

Concrete Admixtures, Liquid;

Acceptance of Pre-Approved Product, **or**

1. One per 10,000-IUC per each class concrete,
Acceptance Method Form - AM5001.

Identify as being from an approved source,

1. One Manufacture Certification with Laboratory Analysis and test results for each source every 10,000 IUC per each class concrete.
Manufacturer Certification of Compliance with the following:
Air Entrainment – AASHTO M 154.
Chemical – AASHTO M 194.
Corrosion Inhibiting – AASHTO M 194, ODOT Standard Specifications Subsection 701.03, Table 701:7.

611(H), Additional Depth in Inlet Continued:

Cement;

Acceptance of Pre-Approved Products, **or**

1. One per 1,000-ton,

Acceptance Method Form – AM5001

Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for each Source.

Portland – AASHTO M 85, AASHTO T 192, ODOT Standard Specifications Sub-Section 701.01.B.

Blended Hydraulic – AASHTO M 240, AASHTO T 192, AASHTO T 153, ODOT Standard Specifications Sub-Section 701.01.B.

Hydraulic – ASTM C 1157, AASHTO T 192, AASHTO T 153, ODOT Standard Specifications Sub-Section 701.01.B.

Rapid Set – ODOT Standard Specifications Sub-Section 701.01.B, Table 701:5.

Water;

Acceptance of Pre-Approved Product, **or**

1. One per ODEQ Public Water Source per each class concrete,

Acceptance Method Form - AM5001.

Concrete Producer Test Reports,

1. Test Water and provide weekly test reports for 4 weeks or provide previous test reports. Test water and provide Monthly test reports thereafter for remainder of project.

AASHTO M 157, ODOT Standard Specifications Subsection 701.04, Table 701:9 & Table 701:10

Documentation,

1. Record of extents of completed work including measurements and calculations necessary to determine quantities.

611(H), Additional Depth in Inlet Continued:

Clay Brick:

Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for every Source.

AASHTO M 114, Grade MW or SW, “Maximum Water Absorption by Five-Hour Boiling” and “Maximum Saturation Coefficient” do not apply.

Concrete Brick:

Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for every Source.

ASTM C 55, “Water Absorption,” “Moisture Content,” and “Linear Shrinkage” do not apply.

Structural Steel:

Acceptance of Reinforcing Steel, **or**

1. One per 50,000-lbs (25-ton).

Acceptance Method Form – AM5005.

Identify as being from an approved source,

1. One Manufacturer’s Certificate and Mill Test Report for each shipment, or per 25-tons, whichever occurs more frequently.

Steel Bars – AASHTO M 31, Grade 60

Bent Tie Bars – AASHTO M 31, Grade 40

Steel Castings:

Identify as being from an approved source,

1. One Manufacturer’s Certificate and Mill Test Report for each Source.

Mild Steel Casting – AASHTO M 192 (ASTM A 486), Class 70 (485), or AASHTO M 103 (ASTM A 27), Grade 70-36 (485-250).

Chromium Alloy-Steel Castings – AASHTO M 163 (ASTM A 743M), Grade CA-15M.

611(H), Additional Depth in Inlet Continued:

Iron Castings:

Identify as being from an approved source,

1. One Manufacturer's Certificate and Mill Test Report for each Source.

Class 35B Gray Iron Casting – AASHTO M 105.

Ductile Iron Casting – ASTM A 536, Grade 65-45-12 (414-276-18).

Malleable Iron Casting – ASTM A 47, Grade 24118.

Precast Concrete Drainage Structures:

Accepted as Pre-Delivered Inspected,

1. One per 50-ea

Manhole – ODOT Standard Specifications, Sub-Section 726.01.A, Table 726:1,
AASHTO M 199M/M 199,

Curb Inlet Boxes – Ottawa County approved Shop Drawings.

Documentation,

1. Record of extent of completed work including measurement and/or calculations necessary to determine quantities.

611(L), Junction Boxes – 156.00 CF

Junction Boxes:

Concrete, Class A(AE),

Initial Testing;

Sieve Analysis of Fine and Coarse Aggregates,

1. One per Source or 500-ton per each class concrete, whichever occurs more frequently.

ODOT Standard Specifications, Table 701:11 and 701:12

Fineness Modulus,

1. One per Source or 500-ton per each class concrete, whichever occurs more frequently.

AASHTO T 27, AASHT T 11

611(L), Junction Boxes Continued:

Dry Rodded Unit Weight,

1. One per Source or 500-ton per each class concrete, whichever occurs more frequently.

ASTM C 29

Approved Concrete Mix Design,

1. One per class of Concrete per pay item.

ODOT Standard Specification Sub-Section 701.01, Table 701:1, ACI 211.1.

Progressive Testing;

Compressive Strength of Concrete Cylinders,

1. One set per each days pour, each structural element or 70 CY per each class concrete, whichever occurs more frequently,

AASHTO T 22

Fresh Concrete Tests,

1. One set per each days pour, each structural element or 35 CY per each class concrete, whichever occurs more frequently,

AASHTO T 141, AASHTO T 119, AASHTO T 152 or AASHTO T 196, AASHTO T 23

Sieve Analysis of Fine and Coarse Aggregates,

1. One per Source or 100 CY, whichever occurs more frequently.

AASHTO T 27, AASHT T 11, ODOT Standard Specifications, Table 701:11 and 701:12

Liquid Membrane Curing Compound;

Acceptance of Pre-Approved Product, **or**

1. One per 2,500-gal per each class concrete,

Acceptance Method Form - AM5001.

Identify as being from an approved source,

1. One Manufacture Certification with Laboratory Analysis and test results for each source every 2,500 Gal per each class concrete.

Manufacturer Certification of Compliance with AASHTO M 148, Type 2 or Type 1-D, ODOT Standard Specification Sub-Section 701.07.C

611(L), Junction Boxes Continued

Concrete Admixtures, Liquid;

Acceptance of Pre-Approved Product, **or**

1. One per 10,000-IUC per each class concrete,

Acceptance Method Form - AM5001.

Identify as being from an approved source,

1. One Manufacture Certification with Laboratory Analysis and test results for each source every 10,000 IUC per each class concrete.

Manufacturer Certification of Compliance with the following:

Air Entrainment – AASHTO M 154.

Chemical – AASHTO M 194.

Corrosion Inhibiting – AASHTO M 194, ODOT Standard Specifications Subsection 701.03, Table 701:7.

Cement;

Acceptance of Pre-Approved Products, **or**

1. One per 1,000-ton,

Acceptance Method Form – AM5001

Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for each Source.

Portland – AASHTO M 85, AASHTO T 192, ODOT Standard Specifications Sub-Section 701.01.B.

Blended Hydraulic – AASHTO M 240, AASHTO T 192, AASHTO T 153, ODOT Standard Specifications Sub-Section 701.01.B.

Hydraulic – ASTM C 1157, AASHTO T 192, AASHTO T 153, ODOT Standard Specifications Sub-Section 701.01.B.

Rapid Set – ODOT Standard Specifications Sub-Section 701.01.B, Table 701:5.

611(L), Junction Boxes Continued:

Water;

Acceptance of Pre-Approved Product, **or**

1. One per ODEQ Public Water Source per each class concrete,
Acceptance Method Form - AM5001.

Concrete Producer Test Reports,

1. Test Water and provide weekly test reports for 4 weeks or provide previous test reports. Test water and provide Monthly test reports thereafter for remainder of project.

AASHTO M 157, ODOT Standard Specifications Subsection 701.04, Table 701:9 & Table 701:10

Documentation;

1. Record of extents of completed work including measurements and calculations necessary to determine quantities.

Clay Brick;

Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for every Source.

AASHTO M 114, Grade MW or SW, “Maximum Water Absorption by Five-Hour Boiling” and “Maximum Saturation Coefficient” do not apply.

Concrete Brick,

Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for every Source.

ASTM C 55, “Water Absorption,” “Moisture Content,” and “Linear Shrinkage” do not apply.

611(L), Junction Boxes Continued:

Structural Steel;

Acceptance of Reinforcing Steel, **or**

1. One per 50,000-lbs (25-ton),

Acceptance Method Form – AM5005.

Identify as being from an approved source,

1. One Manufacturer's Certificate and Mill Test Report for each shipment, or per 25-tons, whichever occurs more frequently.

Steel Bars – AASHTO M 31, Grade 60

Bent Tie Bars – AASHTO M 31, Grade 40

Steel Castings;

Identify as being from an approved source,

1. One Manufacturer's Certificate and Mill Test Report for each Source.

Mild Steel Casting – AASHTO M 192 (ASTM A 486), Class 70 (485), or AASHTO M 103 (ASTM A 27), Grade 70-36 (485-250).

Chromium Alloy-Steel Castings – AASHTO M 163 (ASTM A 743M), Grade CA-15M.

Iron Castings;

Identify as being from an approved source,

1. One Manufacturer's Certificate and Mill Test Report for each Source.

Class 35B Gray Iron Casting – AASHTO M 105.

Ductile Iron Casting – ASTM A 536, Grade 65-45-12 (414-276-18).

Malleable Iron Casting – ASTM A 47, Grade 24118.

Precast Concrete Drainage Structures,

Accepted as Pre-Delivered Inspected,

1. One per 50-ea

Junction Boxes – Ottawa County approved Shop Drawings.

Documentation;

1. Record of extent of completed work including measurement and/or calculations necessary to determine quantities.

613(A), 18” Reinforced Concrete Pipe, Class III – 766.00 LF

613(A), 24” Reinforced Concrete Pipe, Class III – 478.00 LF

613(A), 30” Reinforced Concrete Pipe, Class III – 102.00 LF

613(A), 36” Reinforced Concrete Pipe, Class III – 200.00 LF

613(A), 28”x18” R. C. Pipe Arch, Class A-III – 46.00 LF

Reinforced Concrete Pipe:

Accepted as Pre-Delivered Inspected,

1. One per 250-IUC

ODOT Standard Specifications Sub-Section 702.01.A, Table 726:1

AASHTO M 170, AASHTO M 206, AASHTO M 207, AASHTO M 242/M 242

Joint Filler;

Acceptance of Pre-Approved Products, **or**

1. One per Source,

Acceptance Method Form – AM5001

Identify as being from an approved source.

1. One Manufacturer Certificate with Laboratory Analysis and test results for each Source.

Cold Applied Mastic – ODOT Standard Specifications, Sub-Section 726.01.B, Table 726:2, AASHTO T 44, AASHTO T 111, AASHTO T 49.

Flexible Watertight Gasket – AASHTO M198.

Flexible Cellular Seals – ASTM D 1056, Type 2C1.

Documentation;

1. Record of extent of completed work including measurement and/or calculations necessary to determine quantities.

613(C), 18” Mill Pre-Coated Corr. Galv. Steel Pipe – 170.00 LF

613(C), 28”x20” Mill Pre-Coated Corr. Galv. Steel Pipe Arch – 195.00 LF
Mill Pre-Coated Corrugated Galvanized Steel Pipe:

Acceptance of Pre-Approved Products, **or**

1. One per Source,
Acceptance Method Form – AM5001

Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for each Source.

Bituminous Coated CMCP and CMCPA – AASHTO M 190.

Precoated CSCP – AASHTO M 245.

Polymer coated sheet – AASHTO M 246.

Standard Bedding Material;

Density and moisture Content of Soil Aggregate by Nuke Method,

1. One per lift (i.e., collected at alternating sides of the culvert) per structure installation.

AASHTO T 99, Method C or D and AASHTO T 310.

Sieve Analysis of Fine and Coarse Aggregates,

1. One per 500 CY.
AASHTO T 27, AASHTO T 11

Documentation;

1. Record of extent of completed work including measurement and/or calculations necessary to determine quantities.

613(J), 6” Edge Drain Conduit – Perforated – 9,073.00 LF

613(J), 6” Edge Drain Outlet Lateral – Non-Perforated – 300.00 LF

Edge Drain Conduit, Perforated & Non-Perforated:

Acceptance of Pre-Approved Products, **or**

1. One per Source,

Acceptance Method Form – AM5001

Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for each Source.

Non corrugated PVC Pipe – AASHTO M 278.

Corrugated PVC Pipe – ASTM F 949.

Corrugated Polyethylene drainage tubing – AASHTO M 252, Type C or Type CP.

Smooth Interior, Corrugated Polyethylene drainage tubing – AASHTO M 252 Type S or Type SP, or AASHTO M 294 Type S.

Edge Drain Bedding Material (Coarse Aggregate, Size 57);

1. One per 500 CY.

ODOT Standard Specifications, Sub-Section 701.06.

Documentation;

1. Record of extent of completed work including measurement and/or calculations necessary to determine quantities.

613(L), 18” Prefab. Culvert End Section, (Round) – 2.00 EA

613(L), 24” Prefab. Culvert End Section, (Round) – 2.00 EA

613(L), 30” Prefab. Culvert End Section, (Round) – 2.00 EA

613(L), 28”x18” Prefab. Culvert End Section, (Arch) – 2.00 EA

Pre-Fabricated Culvert End Section:

Acceptance of Pre-Approved Products, **or**

1. One per Source.

Acceptance Method Form – AM5001

Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for each Source.

AASHTO M 36

613(L), Prefab. Culvert End Section Continued:

Documentation:

1. Physical Count and Structure No.

613(M), Type A4, Culvert End Treatment – 6.00 EA

613(M), Type B4, Culvert End Treatment – 4.00 EA

Culvert End Treatment

Concrete, Class A(AE);

Initial Testing;

Sieve Analysis of Fine and Coarse Aggregates,

1. One per Source or 500-ton per each class concrete, whichever occurs more frequently.

AASHTO T 27, AASHTO T 11 ODOT Standard Specifications, Table 701:11 and 701:12

Fineness Modulus,

1. One per Source or 500-ton per each class concrete, whichever occurs more frequently.

AASHTO T 27, AASHT T 11

Dry Rodded Unit Weight,

1. One per Source or 500-ton per each class concrete, whichever occurs more frequently.

ASTM C 29

Approved Concrete Mix Design,

1. One per class of Concrete per pay item.

ODOT Standard Specification Sub-Section 701.01, Table 701:1, ACI 211.1.

Progressive Testing;

Compressive Strength of Concrete Cylinders,

1. One set per each days pour, each structural element or 70 CY per each class concrete, whichever occurs more frequently,

AASHTO T 22

613(M), Culvert End Treatment Continued:

Fresh Concrete Tests,

1. One set per each days pour, each structural element or 35 CY per each class concrete, whichever occurs more frequently,
AASHTO T 141, AASHTO T 119, AASHTO T 152 or AASHTO T 196, AASHTO T 23

Sieve Analysis of Fine and Coarse Aggregates,

1. One per Source or 100 CY, whichever occurs more frequently.
AASHTO T 27, AASHT T 11, ODOT Standard Specifications, Table 701:11 and 701:12

Liquid Membrane Curing Compound;

Acceptance of Pre-Approved Product, **or**

1. One per 2,500-gal per each class concrete.
Acceptance Method Form - AM5001.

Identify as being from an approved source,

1. One Manufacture Certification with Laboratory Analysis and test results for each source every 2,500 Gal per each class concrete.
Manufacturer Certification of Compliance with AASHTO M 148, Type 2 or Type 1-D, ODOT Standard Specification Sub-Section 701.07.C

Concrete Admixtures, Liquid;

Acceptance of Pre-Approved Product, **or**

1. One per 10,000-IUC per each class concrete.
Acceptance Method Form - AM5001.

Identify as being from an approved source,

1. One Manufacture Certification with Laboratory Analysis and test results for each source every 10,000 IUC per each class concrete.
Manufacturer Certification of Compliance with the following:
Air Entrainment – AASHTO M 154.
Chemical – AASHTO M 194.
Corrosion Inhibiting – AASHTO M 194, ODOT Standard Specifications Subsection 701.03, Table 701:7.

613(M), Culvert End Treatment Continued:

Cement;

Acceptance of Pre-Approved Products, **or**

1. One per 1,000-ton.

Acceptance Method Form – AM5001

Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for each Source.

Portland – AASHTO M 85, AASHTO T 192, ODOT Standard Specifications Sub-Section 701.01.B.

Blended Hydraulic – AASHTO M 240, AASHTO T 192, AASHTO T 153, ODOT Standard Specifications Sub-Section 701.01.B.

Hydraulic – ASTM C 1157, AASHTO T 192, AASHTO T 153, ODOT Standard Specifications Sub-Section 701.01.B.

Rapid Set – ODOT Standard Specifications Sub-Section 701.01.B, Table 701:5.

Water;

Acceptance of Pre-Approved Product, **or**

1. One per ODEQ Public Water Source per each class concrete.

Acceptance Method Form - AM5001.

Concrete Producer Test Reports,

1. Test Water and provide weekly test reports for 4 weeks or provide previous test reports. Test water and provide Monthly test reports thereafter for remainder of project.

AASHTO M 157, ODOT Standard Specifications Subsection 701.04, Table 701:9 & Table 701:10

Fabricated Reinforcing Steel Item;

Acceptance of Reinforcing Steel, **or**

1. One per 50,000-lbs (25-ton).

Acceptance Method Form – AM5005.

Identify as being from an approved source,

1. One Manufacturer's Certificate and Mill Test Report for each shipment, or per 25-tons, whichever occurs more frequently.

Steel Bars – AASHTO M 31, Grade 60

Bent Tie Bars – AASHTO M 31, Grade 40

613(M), Culvert End Treatment Continued:

Documentation;

1. Physical Count and Structure No.

613(Q), Outlet Lateral Headwall (6" Conduit) – 15.00 EA

Outlet Lateral Headwall

Concrete, Class A(AE);

Initial Testing;

Sieve Analysis of Fine and Coarse Aggregates,

1. One per Source or 500-ton per each class concrete, whichever occurs more frequently.

AASHTO T 27, AASHT T 11, ODOT Standard Specifications, Table 701:11 and 701:12

Fineness Modulus,

1. One per Source or 500-ton per each class concrete, whichever occurs more frequently.

AASHTO T 27, AASHT T 11

Dry Rodded Unit Weight,

1. One per Source or 500-ton per each class concrete, whichever occurs more frequently.

ASTM C 29

Approved Concrete Mix Design,

1. One per class of Concrete per pay item.

ODOT Standard Specification Sub-Section 701.01, Table 701:1, ACI 211.1.

Progressive Testing;

Compressive Strength of Concrete Cylinders,

1. One set per each days pour, each structural element or 70 CY per each class concrete, whichever occurs more frequently,

AASHTO T 22

613(Q), Outlet Lateral Headwall Continued:

Fresh Concrete Tests,

1. One set per each days pour, each structural element or 35 CY per each class concrete, whichever occurs more frequently,

AASHTO T 141, AASHTO T 119, AASHTO T 152 or AASHTO T 196, AASHTO T 23

Sieve Analysis of Fine and Coarse Aggregates,

1. One per Source or 100 CY, whichever occurs more frequently.

AASHTO T 27, AASHT T 11, ODOT Standard Specifications, Table 701:11 and 701:12

Liquid Membrane Curing Compound;

Acceptance of Pre-Approved Product, **or**

1. One per 2,500-gal per each class concrete.

Acceptance Method Form - AM5001.

Identify as being from an approved source,

1. One Manufacture Certification with Laboratory Analysis and test results for each source every 2,500 Gal per each class concrete.

Manufacturer Certification of Compliance with AASHTO M 148, Type 2 or Type 1-D, ODOT Standard Specification Sub-Section 701.07.C

Concrete Admixtures, Liquid;

Acceptance of Pre-Approved Product, **or**

1. One per 10,000-IUC per each class concrete.

Acceptance Method Form - AM5001.

Identify as being from an approved source,

1. One Manufacture Certification with Laboratory Analysis and test results for each source every 10,000 IUC per each class concrete.

Manufacturer Certification of Compliance with the following:

Air Entrainment – AASHTO M 154.

Chemical – AASHTO M 194.

Corrosion Inhibiting – AASHTO M 194, ODOT Standard Specifications Subsection 701.03, Table 701:7.

613(Q), Outlet Lateral Headwall Continued:

Cement;

Acceptance of Pre-Approved Products, **or**

1. One per 1,000-ton.

Acceptance Method Form – AM5001

Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for each Source.

Portland – AASHTO M 85, AASHTO T 192, ODOT Standard Specifications Sub-Section 701.01.B.

Blended Hydraulic – AASHTO M 240, AASHTO T 192, AASHTO T 153, ODOT Standard Specifications Sub-Section 701.01.B.

Hydraulic – ASTM C 1157, AASHTO T 192, AASHTO T 153, ODOT Standard Specifications Sub-Section 701.01.B.

Rapid Set – ODOT Standard Specifications Sub-Section 701.01.B, Table 701:5.

Water;

Acceptance of Pre-Approved Product, **or**

1. One per ODEQ Public Water Source per each class concrete.

Acceptance Method Form - AM5001.

Concrete Producer Test Reports,

1. Test Water and provide weekly test reports for 4 weeks or provide previous test reports. Test water and provide Monthly test reports thereafter for remainder of project.

AASHTO M 157, ODOT Standard Specifications Subsection 701.04, Table 701:9 & Table 701:10

Documentation;

1. Physical Count and Structure No.

613(R), Standard Bedding Material, Class A – 975.00 CY

Standard Bedding Material:

Controlled Low Strength Material (CLSM);

Initial Testing;

Sieve Analysis of Fine Aggregates,

1. One per Source or 200-ton per each Mix Design, whichever occurs more frequently.

Cement;

Acceptance of Pre-Approved Products, **or**

1. One per 1,000-ton.

Acceptance Method Form – AM5001

Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for each Source.

Portland – AASHTO M 85, AASHTO T 192, ODOT Standard Specifications Sub-Section 701.01.B.

Blended Hydraulic – AASHTO M 240, AASHTO T 192, AASHTO T 153, ODOT Standard Specifications Sub-Section 701.01.B.

Hydraulic – ASTM C 1157, AASHTO T 192, AASHTO T 153, ODOT Standard Specifications Sub-Section 701.01.B.

Rapid Set – ODOT Standard Specifications Sub-Section 701.01.B, Table 701:5.

Flyash;

Acceptance of Pre-Approved Products, **or**

1. One per 1,000-ton.

Acceptance Method Form – AM5001

Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for each Source.

AASHTO M 295, Class C or Class F.

613(R), Standard Bedding Material Continued:

Water;

Acceptance of Pre-Approved Product, **or**

1. One per ODEQ Public Water Source per each class concrete.

Acceptance Method Form - AM5001.

Concrete Producer Test Reports,

1. Test Water and provide weekly test reports for 4 weeks or provide previous test reports. Test water and provide Monthly test reports thereafter for remainder of project.

AASHTO M 157, ODOT Standard Specifications Subsection 701.04, Table 701:9 & Table 701:10

Approved Concrete Mix Design,

1. One per each Mix Design – before use.

ODOT Standard Specification Sub-Section 701.19.B.

Trial Batch Test Data,

1. One per each Mix Design – before use.

ODOT Standard Specification Sub-Section 701.19.B.

Progressive Testing --

Flow Test;

1. CLSM Spread Diameter of 8 in. [200 mm] or greater.

ASTM D 6103.

Unit Weight [mass] test;

1. Unit weight shall not deviate 5% or more from the mix design value.

ASTM D 6023.

Compressive Strength test;

1. Compressive Strength range from 100 to 800 psi.

ASTM D 4832.

Documentation;

1. Record of extent of completed work including measurement and/or calculations necessary to determine quantities.

619(A), Removal of Structures & Obstructions – 1.00 LSum

Removal of Str. & Obstr.:

Documentation;

1. Record of extent of completed work for partial payment based on estimate of percent of lump sum item.

619(B), Removal of Fence – 5,426.00 LF

Removal of Fence:

Documentation;

1. Record of extent of completed work including measurement and/or calculations necessary to determine quantities.

619(B), Removal of Asphalt Pavement – 20,032.00 SY

Removal of Asphalt Pavement:

Documentation;

1. Record of extent of completed work including measurement and/or calculations necessary to determine quantities.

619(C), Sawing Pavement – 201.00 LF

Sawing Pavement:

Documentation;

1. Record of extent of completed work including measurement and/or calculations necessary to determine quantities.

623(A), Beam, Guardrail W-Beam, Single – 100.00 LF

Guardrail, Galv Steel Beams and Posts:

Beam Guardrail Elements;

Acceptance of Material by Type A Certification, **or**

1. Beam Guardrail – One per 100,000-lf.
2. Guardrail Posts – One per 100-ea.

Acceptance Method Form – AM5006.

Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for each Source.

Beam Guardrail – AASHTO M 180, Type I or Type II.

Steel Posts – AASHTO M 270, Grade 36, AASHTO M 111, ASTM A 769.

Wood Posts – AASHTO M 168, ODOT Standard Specification Section 731.

Fittings (Steel Hardware);

Acceptance of Pre-Approved Products, **or**

1. One per 100-ea.

Acceptance Method Form – AM5001.

Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for each Source.

AASHTO M 111, AASHTO M 232

Guardrail, Recycled Plastic Spacer Block (Blockouts);

Acceptance of Pre-Approved Products, **or**

1. One per 100-ea.

Acceptance Method Form – AM5001.

Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for each Source.

NCHRP 350 TL-3 Certification, ODOT Standard Specification Sub-Section 732.01.C.

623(A), Beam, Guardrail W-Beam, Single Continued:

Requirements for Paint Systems;

Acceptance of Material by Type A Certification, **or**

1. One per system.

Acceptance Method Form – AM5006.

Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for each System.

ODOT Standard Specification Sub-Section 730.02.

Concrete, Class A(AE);

Initial Testing;

Sieve Analysis of Fine and Coarse Aggregates,

1. One per Source or 500-ton per each class concrete, whichever occurs more frequently.

AASHTO T 27, AASHTO T 11 ODOT Standard Specifications, Table 701:11 and 701:12

Fineness Modulus,

1. One per Source or 500-ton per each class concrete, whichever occurs more frequently.

AASHTO T 27, AASHT T 11

Dry Rodded Unit Weight,

1. One per Source or 500-ton per each class concrete, whichever occurs more frequently.

ASTM C 29

Approved Concrete Mix Design,

1. One per class of Concrete per pay item.

ODOT Standard Specification Sub-Section 701.01, Table 701:1, ACI 211.1.

623(A), Beam, Guardrail W-Beam, Single Continued:

Progressive Testing;

Compressive Strength of Concrete Cylinders,

1. One set per each days pour, each structural element or 70 CY per each class concrete, whichever occurs more frequently,

AASHTO T 22

Fresh Concrete Tests,

1. One set per each days pour, each structural element or 35 CY per each class concrete, whichever occurs more frequently,

AASHTO T 141, AASHTO T 119, AASHTO T 152 or AASHTO T 196, AASHTO T 23

Sieve Analysis of Fine and Coarse Aggregates,

1. One per Source or 100 CY, whichever occurs more frequently.

AASHTO T 27, AASHT T 11, ODOT Standard Specifications, Table 701:11 and 701:12

Liquid Membrane Curing Compound;

Acceptance of Pre-Approved Product, **or**

1. One per 2,500-gal per each class concrete.

Acceptance Method Form - AM5001.

Identify as being from an approved source,

1. One Manufacture Certification with Laboratory Analysis and test results for each source every 2,500 Gal per each class concrete.

Manufacturer Certification of Compliance with AASHTO M 148, Type 2 or Type 1-D, ODOT Standard Specification Sub-Section 701.07.C

623(A), Beam, Guardrail W-Beam, Single Continued:

Concrete Admixtures, Liquid;

Acceptance of Pre-Approved Product, **or**

1. One per 10,000-IUC per each class concrete.

Acceptance Method Form - AM5001.

Identify as being from an approved source,

1. One Manufacture Certification with Laboratory Analysis and test results for each source every 10,000 IUC per each class concrete.

Manufacturer Certification of Compliance with the following:

Air Entrainment – AASHTO M 154.

Chemical – AASHTO M 194.

Corrosion Inhibiting – AASHTO M 194, ODOT Standard Specifications Subsection 701.03, Table 701:7.

Cement;

Acceptance of Pre-Approved Products, **or**

1. One per 1,000-ton.

Acceptance Method Form – AM5001

Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for each Source.

Portland – AASHTO M 85, AASHTO T 192, ODOT Standard Specifications Sub-Section 701.01.B.

Blended Hydraulic – AASHTO M 240, AASHTO T 192, AASHTO T 153, ODOT Standard Specifications Sub-Section 701.01.B.

Hydraulic – ASTM C 1157, AASHTO T 192, AASHTO T 153, ODOT Standard Specifications Sub-Section 701.01.B.

Rapid Set – ODOT Standard Specifications Sub-Section 701.01.B, Table 701:5.

623(A), Beam, Guardrail W-Beam, Single Continued:

Water;

Acceptance of Pre-Approved Product, **or**

1. One per ODEQ Public Water Source per each class concrete.

Acceptance Method Form - AM5001.

Concrete Producer Test Reports,

1. Test Water and provide weekly test reports for 4 weeks or provide previous test reports. Test water and provide Monthly test reports thereafter for remainder of project.

AASHTO M 157, ODOT Standard Specifications Subsection 701.04, Table 701:9 & Table 701:10

Fabricated Reinforcing Steel Item;

Acceptance of Reinforcing Steel, **or**

1. One per 50,000-lbs (25-ton).

Acceptance Method Form – AM5005.

Identify as being from an approved source,

1. One Manufacturer's Certificate and Mill Test Report for each shipment, or per 25-tons, whichever occurs more frequently.

Steel Bars – AASHTO M 31, Grade 60

Bent Tie Bars – AASHTO M 31, Grade 40

Documentation;

1. Record of extent of completed work including measurement and/or calculations necessary to determine quantities.

623(G), Guardrail End Treatment (GET) – 4.00 EA

Guardrail End Treatment, GET:

Acceptance of Material by Type A Certification, **or**

1. One per 100-ea.

Acceptance Method Form – AM5006.

Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for each Source.

NCHRP 350 TL-3 Certification.

623(G), Guardrail End Treatment (GET) Continued:

Documentation;

1. Record of extent of completed work including measurement and/or calculations necessary to determine quantities.

624(C), Fence-Style SWF (6 Barbed Wire) – 5,470.00 LF

624(C), Fence-Style SWF (4 Barbed Wire) Temporary – 2,287.00 LF

Fence, Style SWF:

Fence and Posts;

Acceptance of Material by Type A Certification, **or**

1. One per 100-ea.

Acceptance Method Form – AM5006.

Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for each Source.

Barbed Wire – AASHTO M 280, Design Number 12-4-5-14R or 12-4-5-14H, with a Type Z, Class 1 zinc coating or a Type A aluminum coating.

Smooth or Tension Wire – ASTM A 641 and ODOT Standard Specification Sub-Section 732.06.B, Table 732:1.

Post Ties – AASHTO M 281.

Wood Posts – ASTM F 537 and ODOT Standard Specifications Section 731.

Steel Posts – ASTM F 1083 Standard Weight Schedule 40 Steel Pipe.

Documentation;

1. Record of extent of completed work including measurement and/or calculations necessary to determine quantities.

624(D), Gates, Galvanized Steel – 3.00 EA

Gates, Galvanized Steel:

Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for each Source.

Gates – ASTM F 1083, Standard Weight Schedule 40 Steel Pipe.

Hardware – AASHTO M 232.

624(D), Gates, Galvanized Steel Continued:

Documentation;

1. Record of extent of location and completed work.

629(A), Mailbox Installation-Single – 2.00 EA

Mailbox, Installation, Single:

Acceptance of Material by Type D Certification, **or**

1. One per Source.

Acceptance Method Form – AM????.

Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for each Source.

Wood / Metal Posts – ODOT Standard Specifications Sub-Section 629.02.B(1)(2) and Section 731.

Documentation;

1. Record of extent of location and completed work.

629(C), Mailbox – 2.00 EA

Mailbox:

Acceptance of Material by Type D Certification,

1. One per Source.

Type D Certification

Documentation;

1. Record of extent of location and completed work.

641, Mobilization – 1.00 LSum

Mobilization:

Documentation;

1. Item will be measured on a lump sum basis and paid for in accordance with Section 641.

642, Construction Staking, Level 1 – 1.00 LSum

Construction Staking:

Documentation;

1. Item will be measured on a lump sum basis and paid for in accordance with Section 642.

850(A), Sheet Aluminum Signs – 105.00 SF

Sheet Aluminum Signs:

Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for each Source.

ASTM B 209, Alloy 6061-T6 or Alloy 5052-H38, ASTM B 449, Class II, MUTCD

Retroreflective Sheeting, Type II;

Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for each Source.

ASTM D 4956, Class I Adhesive Backing.

2-1/4" Pipe Posts – 228.00 LF

Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for each Source.

ASTM A 1011, AASHTO M 120.

Documentation;

1. Record of extent of completed work including measurement and/or calculations necessary to determine quantities.

855(A), Traffic Stripe (Plastic)(4" Wide) – 24,967.00 LF

Traffic Stripe, Plastic, 4" Wide:

Thermoplastic;

Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for each Source.

AASHTO M 249

Glass Beads;

Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for each Source.

AASHTO M 247, Type I and ODOT Standard Specifications, Sub-Section 711.05.B.

Removable Tape;

Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for each Source.

ODOT Standard Specifications, Sub-Section 711.04.

Documentation;

1. Record of extent of completed work including measurement and/or calculations necessary to determine quantities and identify elements.

880(J), Construction Traffic Control – 1.00 LSum

Construction Traffic Control:

Arrow Display,
Construction Signs and Barricades,
Construction Signs 32.3 ft² and Larger,
Vertical Panels,
Warning Lights,
Cones,
Surveillance of Traffic Control,
Flagger,
Plastic Drum,
Tube Channelizers,

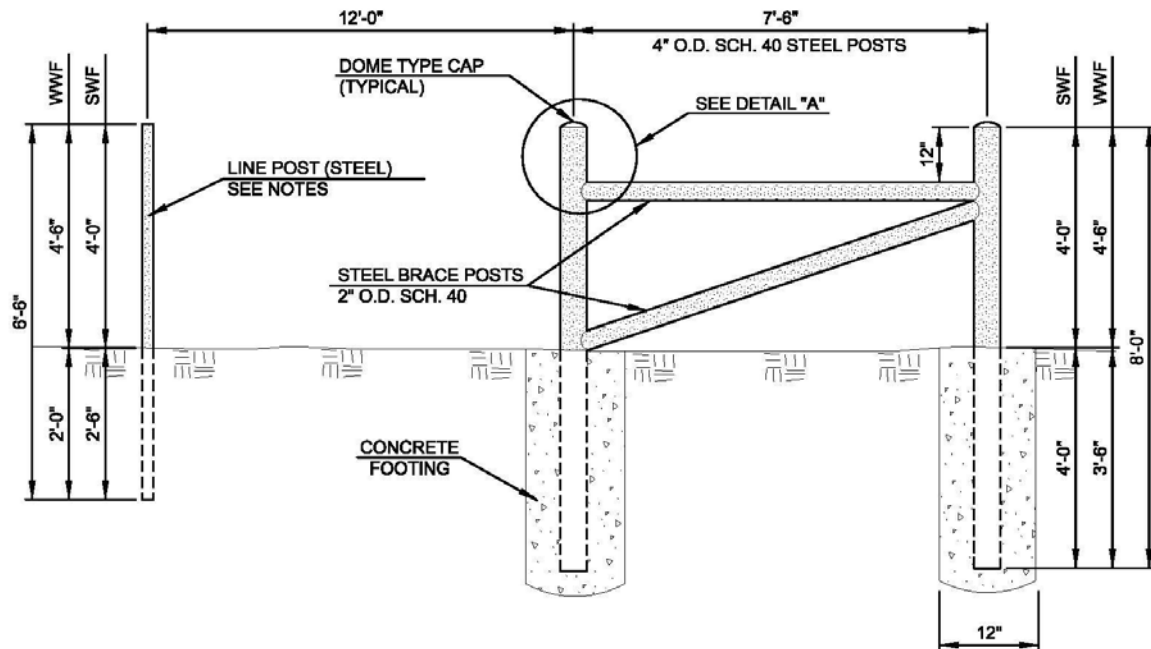
Identify as being from an approved source,

1. One Manufacturer Certificate with Laboratory Analysis and test results for each Source.

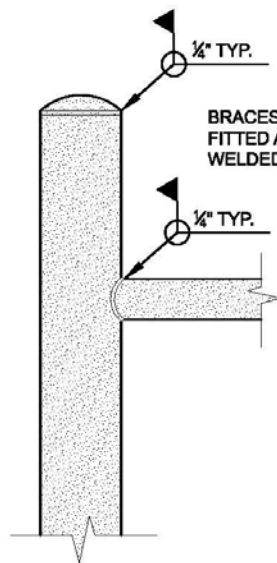
NCHRP 350 Report, Level III

Documentation;

1. Record of extent of completed work for partial payment based on estimate of percent of lump sum item.



STEEL POST DETAIL



DETAIL A

NOTES:

- 1) ALL FAN, CORNER, END, GATE, INTERSECTION, STRETCHER, AND INTERMEDIATE BRACE POSTS SHOWN ON STANDARDS RWF1-1-00 E AND RWF2-1-00E SHALL BE 4" O.D. SCH. 40 STEEL PIPE WITH DOME TYPE CAP AND SHALL HAVE TWO COATS OF GALVANIZED PAINT. WALL THICKNESS OF STEEL PIPE SHALL BE A MINIMUM OF 0.25 INCHES.
- 2) STEEL PIPE SHALL BE CONCRETE ENCASED WITH CLASS 'A' CONCRETE. COST TO BE INCLUDED IN OTHER ITEMS OF WORK.
- 3) ALL LINE POSTS SHALL BE STEEL AS SHOWN ON STANDARDS RWF1-1-00E AND RWF2-1-00E.

23 CFR 635.410- Buy America Requirements

§ 635.410 Buy America requirements.

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of § 635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

(c)(1) A State may request a waiver of the provisions of this section if;

(i) The application of those provisions would be inconsistent with the public interest; or
(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.

(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.

(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal

will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the FEDERAL REGISTER for public comment.

(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

[48 FR 53104, Nov. 25, 1983, as amended at 49 FR 18821, May 3, 1984; 58 FR 38975, July 21, 1993]

Standard Specification for

Geotextile Specification for Highway Applications

AASHTO Designation: M 288-00



1. SCOPE

- 1.1. This is a materials specification covering geotextile fabrics for use in subsurface drainage; separation; stabilization; erosion control; temporary silt fence; and paving fabrics. This is a material purchasing specification and design review of use is recommended.
- 1.2. This is not a construction or design specification. This specification is based on geotextile survivability from installation stresses. Refer to Appendix A of this specification for geotextile construction guidelines.

2. REFERENCED DOCUMENTS

2.1. *AASHTO Standards:*

- T 88, Particle Size Analysis of Soils
- T 90, Determining the Plastic Limit and Plasticity Index of Soils
- T 99, Moisture-Density Relations of Soils Using a 2.5-kg (5.5-lb) Rammer and a 305-mm (12-in.) Drop

2.2. *ASTM Standards:*¹

- D 123, Standard Terminology Relating to Textiles
- D 276, Test Methods for Identification of Fibers in Textiles
- D 4354, Practice for Sampling of Geosynthetics for Testing
- D 4355, Test Method for Deterioration of Geotextiles from Exposure to Ultraviolet Light and Water (Xenon-Arc Type Apparatus)
- D 4439, Terminology for Geosynthetics
- D 4491, Test Methods for Water Permeability of Geotextiles by Permittivity
- D 4533, Test Method for Trapezoid Tearing Strength of Geotextiles
- D 4632, Test Method for Grab Breaking Load and Elongation of Geotextiles
- D 4751, Test Method for Determining Apparent Opening Size of a Geotextile
- D 4759, Practice for Determining the Specification Conformance of Geosynthetics
- D 4833, Test Method for Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products
- D 4873, Guide for Identification, Storage, and Handling of Geotextiles
- D 5141, Test Method for Determining Filtering Efficiency and Flow Rate for Silt Fence Application of a Geotextile Using Site Specific Soils

- D 5261, Test Method for Measuring Mass per Unit Area of Geotextiles
- D 6140, Test Method for Determining the Asphalt Retention of Paving Fabrics

3. PHYSICAL REQUIREMENTS

- 3.1. Fibers used in the manufacture of geotextiles, and the threads used in joining geotextiles by sewing, shall consist of long-chain synthetic polymers, composed of at least 95 percent by weight of polyolefins or polyesters. They shall be formed into a stable network such that the filaments or yarns retain their dimensional stability relative to each other, including selvages.
- 3.2. Geotextiles used for subsurface drainage, separation, stabilization, and permanent erosion control applications shall conform to the physical requirements of Section 7. Geotextiles used for temporary silt fence shall conform to the physical requirements of Section 8 and geotextiles used as paving fabrics shall conform to the physical requirements of Section 9.
- 3.3. All property values, with the exception of apparent opening size (AOS), in these specifications represent minimum average roll values (MARV) in the weakest principal direction (i.e., average test results of any roll in a lot sampled for conformance or quality assurance testing shall meet or exceed the minimum values provided herein). Values for AOS represent maximum average roll values.

4. CERTIFICATION

- 4.1. The contractor shall provide to the engineer a certificate stating the name of the manufacturer, product name, style number, chemical composition of the filaments or yarns, and other pertinent information to fully describe the geotextile.
- 4.2. The manufacturer is responsible for establishing and maintaining a quality control program to assure compliance with the requirements of the specification. Documentation describing the quality control program shall be made available upon request.
- 4.3. The manufacturer's certificate shall state that the furnished geotextile meets MARV requirements of the specification as evaluated under the manufacturer's quality control program. A person having legal authority to bind the manufacturer shall attest to the certificate.
- 4.4. Either mislabeling or misrepresentation of materials shall be reason to reject those geotextile products.

5. SAMPLING, TESTING, AND ACCEPTANCE

- 5.1. Geotextiles shall be subject to sampling and testing to verify conformance with this specification. Sampling shall be in accordance with the most current ASTM Standard D 4354, using the section titled, "Procedure for Sampling for Purchaser's Specification Conformance Testing." In the absence of purchaser's testing, verification may be based on manufacturer's certifications as a result of testing by the manufacturer of quality assurance samples obtained using the procedure for Sampling for Manufacturer's Quality Assurance (MQA) Testing. A lot size shall be considered to be the shipment quantity of the given product, or a truckload of the given product, whichever is smaller.

- 5.2. Testing shall be performed in accordance with the methods referenced in this specification for the indicated application. The number of specimens to test per sample is specified by each test method. Geotextile product acceptance shall be based on ASTM D 4759. Product acceptance is determined by comparing the average test results of all specimens within a given sample to the specification MARV. Refer to ASTM D 4759 for more details regarding geotextile acceptance procedures.

6. SHIPMENT AND STORAGE

- 6.1. Geotextiles labeling, shipment, and storage shall follow ASTM D 4873. Product labels shall clearly show the manufacturer or supplier name, style name, and roll number. Each shipping document shall include a notation certifying that the material is in accordance with the manufacturer's certificate.
- 6.2. Each geotextile roll shall be wrapped with a material that will protect the geotextile, including the ends of the roll, from damage due to shipment, water, sunlight, and contaminants. The protective wrapping shall be maintained during periods of shipment and storage.
- 6.3. During storage, geotextile rolls shall be elevated off the ground and adequately covered to protect them from the following: site construction damage, precipitation, extended ultraviolet radiation including sunlight, chemicals that are strong acids or strong bases, flames including welding sparks, temperatures in excess of 71°C (160°F), and any other environmental condition that may damage the physical property values of the geotextile.

7. GEOTEXTILE PROPERTY REQUIREMENTS FOR SUBSURFACE DRAINAGE, SEPARATION, STABILIZATION, AND PERMANENT EROSION CONTROL

7.1. *General Requirements:*

- 7.1.1. Table 1 provides strength properties for three geotextile classes. The geotextile shall conform to the properties of Table 1 based on the geotextile class required in Table 2, 3, 4, or 5 for the indicated application.
- 7.1.2. All numeric values in Table 1 represent MARV in the weaker principal direction. The geotextile properties required for each class are dependent upon geotextile elongation. When sewn seams are required, the seam strength, as measured in accordance with ASTM D 4632, shall be equal to or greater than 90 percent of the specified grab strength.

7.2. *Subsurface Drainage Requirements:*

- 7.2.1. *Description*—This specification is applicable to placing a geotextile against a soil to allow for long-term passage of water into a subsurface drain system retaining the *in situ* soil. The primary function of the geotextile in subsurface drainage applications is filtration. Geotextile filtration properties are a function of the *in situ* soil gradation, plasticity, and hydraulic conditions.
- 7.2.2. *Geotextile Requirements*—The geotextile shall meet the requirements of Table 2. Woven slit film geotextiles (i.e., geotextiles made from yarns of a flat, tape-like character) will not be allowed. All numeric values in Table 2, except AOS, represent MARV in the weaker principal direction. Values of AOS represent maximum average roll values.

Table 1—Geotextile Strength Property Requirements

	Test Methods	Units	Geotextile Class ^{a,b}					
			Class 1		Class 2		Class 3	
			Elongation <50% ^c	Elongation ≥50% ^c	Elongation <50% ^c	Elongation ≥50% ^c	Elongation <50% ^c	Elongation ≥50% ^c
Grab strength	ASTM D 4632	N	1400	900	1100	700	800	500
Sewn seam strength ^d	ASTM D 4632	N	1260	810	990	630	720	450
Tear strength	ASTM D 4533	N	500	350	400 ^e	250	300	180
Puncture strength	ASTM D 4833	N	500	350	400	250	300	180
Permittivity	ASTM D 4991	sec ⁻¹	Minimum property values for permittivity, AOS, and UV stability are based on geotextile application. Refer to Table 2 for subsurface drainage, Table 3 for separation, Table 4 for stabilization, and Table 5 for permanent erosion control.					
Apparent opening size	ASTM D 4751	mm						
Ultraviolet stability	ASTM D 4355	%						

^a Required geotextile class is designated in Tables 2, 3, 4, or 5 for the indicated application. The severity of installation conditions for the application generally dictates the required geotextile class. Class 1 is specified for more severe or harsh installation conditions where there is a greater potential for geotextile damage, and Classes 2 and 3 are specified for less severe conditions.

^b All numeric values represent MARV in the weaker principal direction. (See section 7.1.2)

^c As measured in accordance with ASTM D 4632.

^d When sewn seams are required. Refer to Appendix for overlap seam requirements.

^e The required MARV tear strength for woven monofilament geotextiles is 250 N.

Table 2—Subsurface Drainage Geotextile Requirements

	Test Methods	Units	Requirements, Percent <i>in Situ</i> Soil Passing 0.075 mm ^a		
			<15	15 to 50	>50
Geotextile class			Class 2 from Table 1 ^b		
Permittivity ^{c,d}	ASTM D 4491	sec ⁻¹	0.5	0.2	0.1
Apparent opening size ^{c,d}	ASTM D 4751	mm	0.43 max avg roll value	0.25 max avg roll value	0.22 ^e max avg roll value
Ultraviolet stability (retained strength)	ASTM D 4355	%	50% after 500 h of exposure		

^a Based on grain size analysis of *in situ* soil in accordance with T 88.

^b Default geotextile selection. The Engineer may specify a Class 3 geotextile from Table 1 for trench drain applications based on one or more of the following:

1. The engineer has found Class 3 geotextiles to have sufficient survivability based on field experience.
2. The engineer has found Class 3 geotextiles to have sufficient survivability based on laboratory testing and visual inspection of a geotextile sample removed from a field test section constructed under anticipated field conditions.
3. Subsurface drain depth is less than 2 m; drain aggregate diameter is less than 30 mm; and compaction requirement is less than 95 percent of T 99.

^c These default filtration property values are based on the predominant particle sizes of *in situ* soil. In addition to the default permittivity value, the engineer may require geotextile permeability and/or performance testing based on engineering design for drainage systems in problematic soil environments.

^d Site specific geotextile design should be performed especially if one or more of the following problematic soil environments are encountered: unstable or highly erodible soils such as non-cohesive silts; gap graded soils; alternating sand/silt laminated soils; dispersive clays; and/or rock flour.

^e For cohesive soils with a plasticity index greater than seven, geotextile maximum average roll value for apparent opening size is 0.30 mm.

7.2.3. The property values in Table 2 represent default values that provide sufficient geotextile survivability under most construction conditions. Note 2 of Table 2 provides for a reduction in the minimum property requirements when sufficient survivability information is available. The engineer may also specify properties different from that listed in Table 2 based on engineering design experience.

7.3. Separation Requirements:

- 7.3.1. *Description*—This specification is applicable to the use of a geotextile to prevent mixing of a subgrade soil and an aggregate cover material (subbase, base, select embankment, etc.). This specification may also apply to situations other than beneath pavements where separation of two dissimilar materials is required, but where water seepage through the geotextile is not a critical function.
- 7.3.2. The separation application is appropriate for pavement structures constructed over soils with a California Bearing Ratio equal to or greater than 3 ($CBR \geq 3$) (shear strength greater than approximately 90 kPa). It is appropriate for unsaturated subgrade soils. The primary function of a geotextile in this application is separation.
- 7.3.3. *Geotextile Requirements*—The geotextile shall meet the requirements of Table 3. All numeric values in Table 3 except AOS represent MARV in the weakest principal direction. Values for AOS represent maximum average roll values.

Table 3—Separation Geotextile Property Requirements

	Test Methods	Units	Requirements
Geotextile class			Class 2 from Table 1 ^a
Permittivity	ASTM D 4491	sec ⁻¹	0.02 ^b
Apparent opening size	ASTM D 4751	mm	0.60 max avg roll value
Ultraviolet stability (retained strength)	ASTM D 4355	%	50% after 500 h of exposure

^a Default geotextile selection. The engineer may specify a Class 3 geotextile from Table 1 based on one or more of the following:

1. The engineer has found Class 3 geotextiles to have sufficient survivability based on field experience.
2. The engineer has found Class 3 geotextiles to have sufficient survivability based on laboratory testing and visual inspection of a geotextile sample removed from a field test section constructed under anticipated field conditions.
3. Aggregate cover thickness of the first lift over the geotextile exceeds 300 mm and the aggregate diameter is less than 50 mm.
4. Aggregate cover thickness of the first lift over the geotextile exceeds 150 mm, aggregate diameter is less than 30 mm, and construction equipment contact pressure is less than 550 kPa.

^b Default value. Permittivity of the geotextile should be greater than that of the soil ($\Psi_g > \Psi_s$). The engineer may also require the permeability of the geotextile to be greater than that of the soil ($k_g > k_s$).

- 7.3.4. The property values in Table 3 represent default values that provide for sufficient geotextile survivability under most construction conditions. Note 1 of Table 3 provides for a reduction in the minimum property requirements when sufficient survivability information is available. The engineer may also specify properties different from that listed in Table 3 based on engineering design and experience.

7.4. Stabilization Requirements:

- 7.4.1. *Description*—This specification is applicable to the use of a geotextile in wet, saturated conditions to provide the coincident functions of separation and filtration. In some installations, the geotextile can also provide the function of reinforcement. Stabilization is applicable to pavement structures constructed over soils with a California Bearing Ratio between one and three ($1 < CBR < 3$) (shear strength between approximately 30 kPa and 90 kPa).
- 7.4.2. The stabilization application is appropriate for subgrade soils that are saturated due to a high groundwater table or due to prolonged periods of wet weather. This specification is not appropriate for embankment reinforcement where stress conditions may cause global subgrade foundation or stability failure. Reinforcement of the pavement section is a site specific design issue.

- 7.4.3. **Geotextile Requirements**—The geotextile shall meet the requirements of Table 4. All numeric values in Table 4 except AOS represent MARV in the weakest principal direction. Values for AOS represent maximum average roll values.

Table 4—Stabilization Geotextile Property Requirements

	Test Methods	Units	Requirements
Geotextile class			Class 1 from Table 1 ^a
Permittivity	ASTM D 4491	sec ⁻¹	0.05 ^b
Apparent opening size	ASTM D 4751	mm	0.43 max avg roll value
Ultraviolet stability (retained strength)	ASTM D 4355	%	50% after 500 h of exposure

- ^a Default geotextile selection. The engineer may specify a Class 2 or 3 geotextile from Table 1 based on one or more of the following:
1. The engineer has found the class of geotextile to have sufficient survivability based on field experience.
 2. The engineer has found the class of geotextile to have sufficient survivability based on laboratory testing and visual inspection of a geotextile sample removed from a field test section constructed under anticipated field conditions.
- ^b Default value. Permittivity of the geotextile should be greater than that of the soil ($\Psi_g > \Psi_s$). The engineer may also require the permeability of the geotextile to be greater than that of the soil ($k_g > k_s$).

- 7.4.4. The property values in Table 4 represent default values that provide for sufficient geotextile survivability under most construction conditions. Note 1 of Table 4 provides for a reduction in the minimum property requirements when sufficient survivability information is available. The Engineer may also specify properties different from that listed in Table 4 based on engineering design and experience.

7.5. *Permanent Erosion Control:*

- 7.5.1. **Description**—This specification is applicable to the use of a geotextile between energy absorbing armor systems and in the *in situ* soil to prevent soil loss resulting in excessive scour and to prevent hydraulic uplift pressures causing instability of the permanent erosion control system. This specification does not apply to other types of geosynthetic soil erosion control materials such as turf reinforcement mats.

- 7.5.2. The primary function the geotextile serves in permanent erosion control applications is filtration. Geotextile filtration properties are a function of hydraulic conditions, and *in situ* soil gradation, density, and plasticity.

- 7.5.3. **Geotextile Requirements**—The geotextile shall meet the requirements of Table 5. Woven slit film geotextiles (i.e., geotextiles made from yarns of a flat, tape-like character) will not be allowed. All numeric values in Table 5 except AOS represent MARV in the weaker principal direction. Values for AOS represent maximum average roll values.

- 7.5.4. The property values in Table 5 represent default values that provide for sufficient geotextile survivability under conditions similar to or less severe than those described under Note 2 of Table 5. Note 3 of Table 5 provides for a reduction in the minimum property requirements when sufficient survivability information is available or when the potential for construction damage is reduced. The engineer may also specify properties different from that listed in Table 5 based on engineering design and experience.

Table 5—Permanent Erosion Control Geotextile Requirements

			Requirements, Percent <i>In Situ</i> Soil Passing 0.075 mm ^a		
Test Methods	Units		<15	15 to 50	>50
Geotextile class:					
Woven monofilament geotextiles				Class 2 from Table 1 ^b	
All other geotextiles				Class 1 from Table 1 ^{b,c}	
Permittivity ^{a,d}	ASTM D 4491	sec ⁻¹	0.7	0.2	0.1
Apparent opening size ^{c,d}	ASTM D 4751	mm	0.43 max avg roll value	0.25 max avg roll value	0.22' max avg roll value
Ultraviolet stability (retained strength)	ASTM D 4355	%	50% after 500 hrs of exposure		

^a Based on grain size analysis of *in situ* soil in accordance with AASHTO T 88.

^b As a general guideline, the default geotextile selection is appropriate for conditions of equal or less severity than either of the following:

1. Armor layer stone weights do not exceed 100 kg, stone drop height is less than 1 m, and no aggregate bedding layer is required.
2. Armor layer stone weighs more than 100 kg, stone drop height is less than 1 m, and the geotextile is protected by a 150-mm thick aggregate bedding layer designed to be compatible with the armor layer. More severe applications require an assessment of geotextile survivability based on a field trial section and may require a geotextile with strength properties.

^c The engineer may specify a Class 2 geotextile from Table 1 based on one or more of the following:

1. The engineer has found Class 2 geotextiles to have sufficient survivability based on field experience.
2. The engineer has found Class 2 geotextiles to have sufficient survivability based on laboratory testing and visual inspection of a geotextile sample removed from a field test section constructed under anticipated field conditions.
3. Armor layer stone weighs less than 100 kg, stone drop height is less than 1 m, and the geotextile is protected by a 150-mm thick aggregate bedding layer designed to be compatible with the armor layer.
4. Armor layer stone weights do not exceed 100 kg, and stone is placed with a zero drop height.

^d These default filtration property values are based on the predominant particle sizes of *in situ* soil. In addition to the default permittivity value, the engineer may require geotextile permeability and/or performance testing based on engineering design for drainage systems in problematic soil environments.

^e See the following:

1. Site specific geotextile design should be performed especially if one or more of the following problematic soil environments are encountered: unstable or highly erodible soils such as non-cohesive silts; gap graded soils; alternating sand/silt laminated soils; and/or rock flour.
2. For cohesive soils with a plasticity index greater than seven, geotextile maximum average roll value for apparent opening size is 0.30 mm.

8. TEMPORARY SILT FENCE REQUIREMENTS

- 8.1. **Description**—This specification is applicable to the use of a geotextile as a vertical, permeable interceptor designed to remove suspended soil from overland water flow. The function of a temporary silt fence is to filter and allow settlement of soil particles from sediment-laden water. The purpose is to prevent the eroded soil from being transported off the construction site by water runoff.
- 8.2. **Geotextile Requirements**—The geotextile used for temporary silt fence may or may not be supported between posts with wire or polymeric mesh. The temporary silt fence geotextile shall meet the requirements of Table 6. All numeric values in Table 6 except AOS represent MARV. Values for AOS represent maximum average roll values.
- 8.3. **Field monitoring** shall be performed to verify that the armor system placement does not damage the geotextile. The minimum height above ground for all silt fence shall be 750 mm. Minimum embedment depth shall be 150 mm. Refer to Appendix A for more detailed installation requirements.

Table 6—Temporary Silt Fence Property Requirements

	Test Methods	Units	Supported Silt Fence ^a	Requirements, Unsupported Silt Fence	
				Geotextile Elongation $\geq 50\%$ ^b	Geotextile Elongation $< 50\%$ ^b
Maximum post spacing			1.2 m	1.2 m	2 m
Grab strength	ASTM D 4632	N			
Machine direction			400	550	550
X-Machine direction			400	450	450
Permittivity ^c	ASTM D 4491	sec ⁻¹	0.05	0.05	0.05
Apparent opening size	ASTM D 4751	mm	0.60 max avg roll value	0.60 max avg roll value	0.60 max avg roll value
Ultraviolet stability (retained strength)	ASTM D 4355	%	70% after 500 h of exposure	70% after 500 h of exposure	

^a Silt fence support shall consist of 14-gage steel wire with a mesh spacing of 150 mm by 150 mm or prefabricated polymeric mesh of equivalent strength.

^b As measured in accordance with ASTM D 4632.

^c These default filtration property values are based on empirical evidence with a variety of sediments. For environmentally sensitive areas, a review of previous experience and/or site or regionally specific geotextile tests should be performed by the agency to confirm suitability of these requirements.

9. PAVING FABRIC REQUIREMENTS

- 9.1. *Description*—This specification is applicable to the use of a paving fabric, saturated with asphalt cement, between pavement layers. The function of the paving fabric is to act as a waterproofing and stress relieving membrane within the pavement structure. This specification is not intended to describe fabric membrane systems specifically designed for pavement joints and localized (spot) repairs.
- 9.2. *Paving Fabric Requirements*—The paving fabric shall meet the requirements of Table 7. All numeric values in Table 7 represent MARV in the weaker principal direction.

Table 7—Paving Fabric Property Requirements (Note 1)

	Test Methods	Units	Requirements
Grab strength	ASTM D 4632	N	450
Ultimate elongation	ASTM D 4632	%	≥ 50
Mass per unit area	ASTM D 5261	gm/m ²	140
Asphalt retention	ASTM D 6140	l/m ²	Notes 2 and 3
Melting point	ASTM D 276	°C	150

Note 1: All numeric values represent MARV in the weaker principal direction. (Refer to Section 9.2.)

Note 2: Asphalt required to saturate paving fabric only. Asphalt retention must be provided in manufacturer certification. (Refer to Section 4.) Value does not indicate the asphalt application rate required for construction. Refer to Appendix for discussion of asphalt application rate.

Note 3: Product asphalt retention property must meet the MARV value provided by the manufacturer certification. (Refer to Section 4.)

APPENDIX A—CONSTRUCTION/INSTALLATION GUIDELINES

(Nonmandatory Information)

A1. GENERAL

- A1.1. This Appendix is intended for use in conjunction with M 288 for Geotextiles. The specification details materials properties for geotextiles used in drainage, erosion control, separation/stabilization, silt fences, and pavement overlay application. The material properties are only one factor in a successful installation involving geotextiles. Proper construction and installation techniques are essential in order to ensure that the intended function of the geotextile is fulfilled.
- A1.2. *Geotextile Identification, Packaging, and Storage:*
- A1.2.1. Refer to ASTM D 4873.
- A1.3. *Geotextile Exposure Following Placement:*
- A1.3.1. Atmospheric exposure of geotextiles to the elements following lay down shall be a maximum of 14 days to minimize damage potential.
- A1.4. *Seaming:*
- A1.4.1. If a sewn seam is to be used for the seaming of the geotextile, the thread used shall consist of high strength polypropylene, or polyester. Nylon thread shall not be used. For erosion control applications, the thread shall also be resistant to ultraviolet radiation. The thread shall be of contrasting color to that of the geotextile itself.
- A1.4.2. For seams that are sewn in the field, the contractor shall provide at least a two-meter length of sewn seam for sampling by the engineer before the geotextile is installed. For seams that are sewn in the factory, the engineer shall obtain samples of the factory seams at random from any roll of geotextile that is used on the project.
- A1.4.2.1. For seams that are field sewn, the seams sewn for sampling shall be sewn using the same equipment and procedures as will be used for the production seams. If seams are sewn in both the machine and cross machine direction, samples of seams from both directions shall be provided.
- A1.4.2.2. The contractor shall submit the seam assembly description along with the sample of the seam. The description shall include the seam type, stitch type, sewing thread, and stitch density.

A2. DRAINAGE GEOTEXTILES² (SEE SECTIONS 7.1 AND 7.2.)

- A2.1. *Construction:*
- A2.1.1. Trench excavation shall be done in accordance with details of the project plans. In all instances excavation shall be done in such a way so as to prevent large voids from occurring in the sides and bottom of the trench. The graded surface shall be smooth and free of debris.
- A2.1.2. In the placement of the geotextile for drainage applications, the geotextile shall be placed loosely with no wrinkles or folds, and with no void spaces between the geotextile and the ground surface.

Successive sheets of geotextiles shall be overlapped a minimum of 300 mm, with the upstream sheet overlapping the downstream sheet.

- A2.1.2.1. In trenches equal to or greater than 300 mm in width, after placing the drainage aggregate the geotextile shall be folded over the top of the backfill material in a manner to produce a minimum overlap of 300 mm. In trenches less than 300 mm, but greater than 100 mm wide, the overlap shall be equal to the width of the trench. Where the trench is less than 100 mm the geotextile overlap shall be sewn or otherwise bonded. All seams shall be subject to the approval of the engineer.
- A2.1.2.2. Should the geotextile be damaged during installation or drainage aggregate placement, a geotextile patch shall be placed over the damaged area extending beyond the damaged area a distance of 300 mm, or the specified seam overlap, whichever is greater.
- A2.1.3. Placement of drainage aggregate should proceed immediately following placement of the geotextile. The geotextile should be covered with a minimum of 300 mm of loosely placed aggregate prior to compaction. If a perforated collector pipe is to be installed in the trench, a bedding layer of drainage aggregate should be placed below the pipe, with the remainder of the aggregate placed to the minimum required construction depth.
- A2.1.3.1. The aggregate should be compacted with vibratory equipment to a minimum of 95 percent Standard AASHTO density unless the trench is required for structural support. If higher compactive effort is required, a Class 1 geotextile as per Table 1 of the M 288 is needed.
- A2.1.4. Figures 1 through 3 illustrate various geotextile drainage application details.

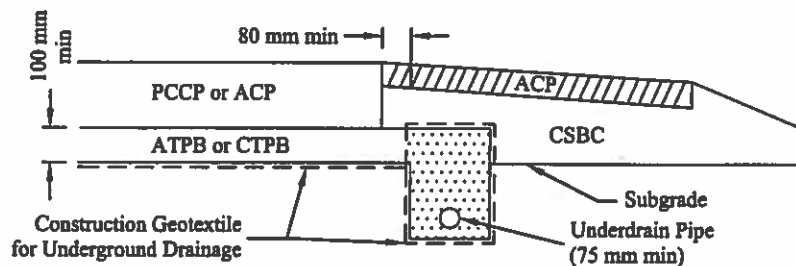


Figure 1—Geotextile Drain Requirements for Permeable Bases

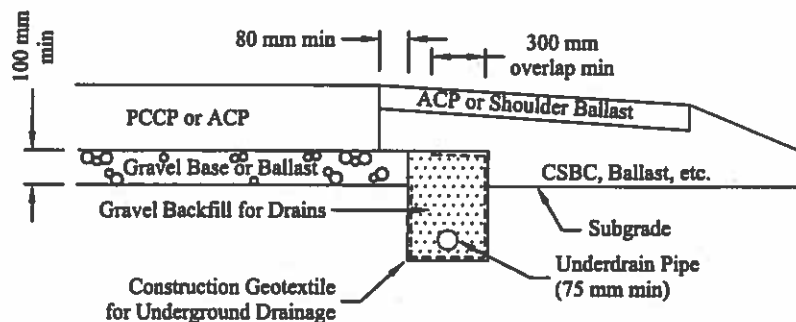


Figure 2—Geotextile Wrapped Longitudinal Edge Drain

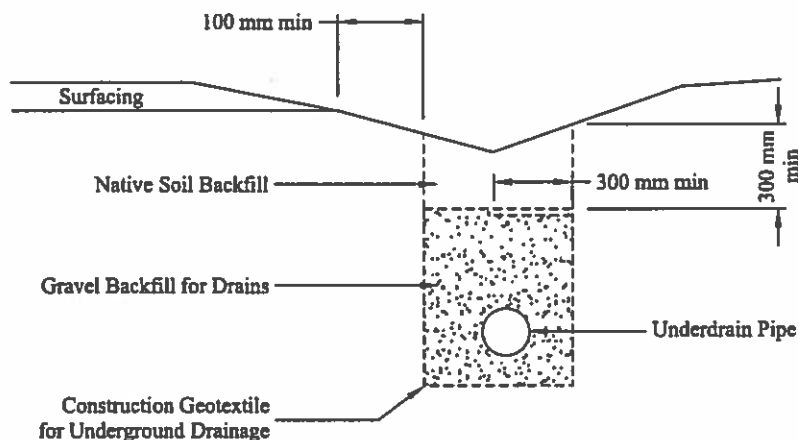


Figure 3—Geotextile Wrapped Pavement Under Drain

A3. SEPARATION/STABILIZATION GEOTEXTILES (SEE SECTIONS 7.1, 7.3, AND 7.4.)

A3.1. Construction:

A3.1.1. The installation site shall be prepared by clearing, grubbing, and excavation or filling the area to the design grade. This includes removal of topsoil and vegetation.

Note 1—Soft spots and unsuitable areas will be identified during site preparation or subsequent proof rolling. These areas shall be excavated and backfilled with select material and compacted using normal procedures.

A3.1.2. The geotextile shall be laid smooth without wrinkles or folds on the prepared subgrade in the direction of construction traffic. Adjacent geotextile rolls shall be overlapped, sewn or joined as required in the plans. Overlaps shall be in the direction as shown on the plans. See Table 8 for overlap requirements.

Table 8—Overlap Requirements

Soil CBR	Minimum Overlap
Greater than 3	300–450 mm
1–3	0.6–1 m
0.5–1	1 m or sewn
Less than 0.5	Sewn
All roll ends	1 m or sewn

A3.1.2.1. On curves the geotextile may be folded or cut to conform to the curves. The fold or overlap shall be in the direction of construction and held in place by pins, staples, or piles of fill or rock.

A3.1.2.2. Prior to covering, the geotextile shall be inspected to ensure that the geotextile has not been damaged (i.e., holes, tears, rips) during installation. The inspection shall be done by the engineer or the engineer's designated representative. It is recommended that the designated representative be a certified inspector.

Damaged geotextiles, as identified by the engineer, shall be repaired immediately. Cover the damaged area with a geotextile patch that extends an amount equal to the required overlap beyond the damaged area.

- A3.1.3. The subbase shall be placed by end dumping onto the geotextile from the edge of the geotextile, or over previously placed subbase aggregate. Construction vehicles shall not be allowed directly on the geotextile. The subbase shall be placed such that at least the minimum specified lift thickness shall be between the geotextile and equipment tires or tracks at all times. Turning of vehicles shall not be permitted on the first lift above the geotextile.

Note 2—On subgrades having a CBR value of less than one, the subbase aggregate should be spread in its full thickness as soon as possible after dumping to minimize the potential of localized subgrade failure due to overloading of the subgrade.

- A3.1.3.1. Any ruts occurring during construction shall be filled with additional subbase material, and compacted to the specified density.

- A3.1.3.2. If placement of the backfill material causes damage to the geotextile, the damaged area shall be repaired as previously described in Section A2.1.3.1. The placement procedures shall then be modified to eliminate further damage from taking place (i.e., increase initial lift thickness, decrease equipment loads, etc.).

Note 3—In stabilization applications, the use of vibratory compaction equipment is not recommended with the initial lift of subbase material, as it may cause damage to the geotextile.

A4. EROSION CONTROL GEOTEXTILES (SEE SECTION 7.5.)

- A4.1. *Construction:*

- A4.1.1. The geotextile shall be placed in intimate contact with the soils without wrinkles or folds and anchored on a smooth graded surface approved by the engineer. The geotextile shall be placed in such a manner that placement of the overlying materials will not excessively stretch so as to tear the geotextile. Anchoring of the terminal ends of the geotextile shall be accomplished through the use of key trenches or aprons at the crest and toe of slope. Refer to Figures 4 through 7 for construction details.

Note 4—In certain applications to expedite construction, 450-mm anchoring pins placed on 600- to 1800-mm centers, depending on the slope of the covered area, have been used successfully.

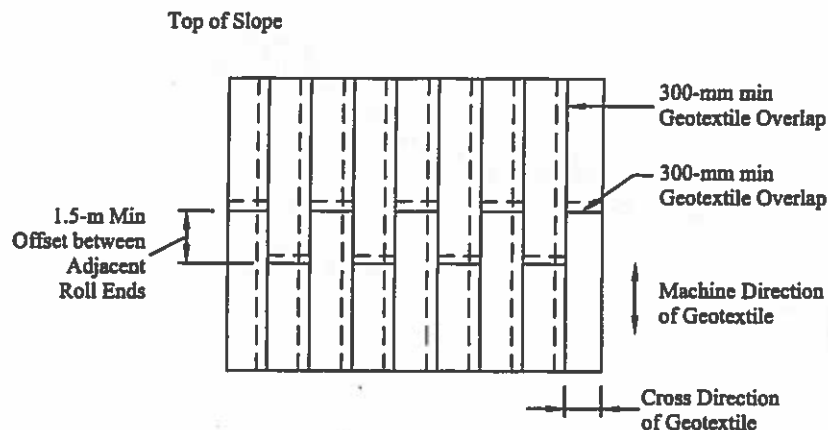


Figure 4—Method of Placing Geotextile for Protection of Cut and Fill Slopes

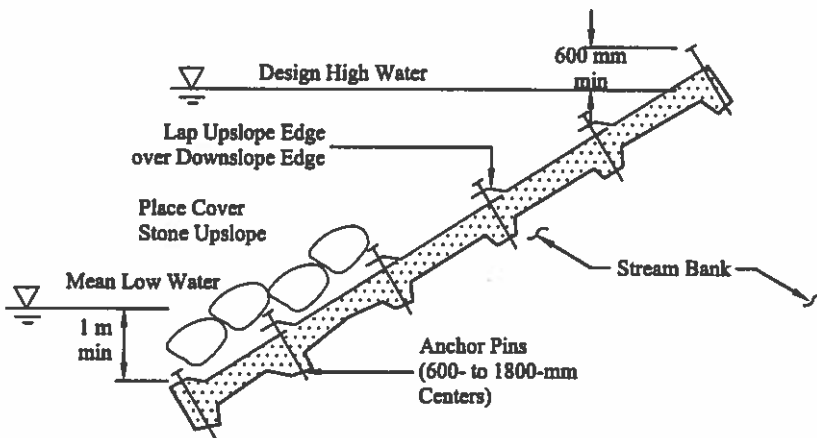


Figure 5—Cross Section of Slopes with Riprap

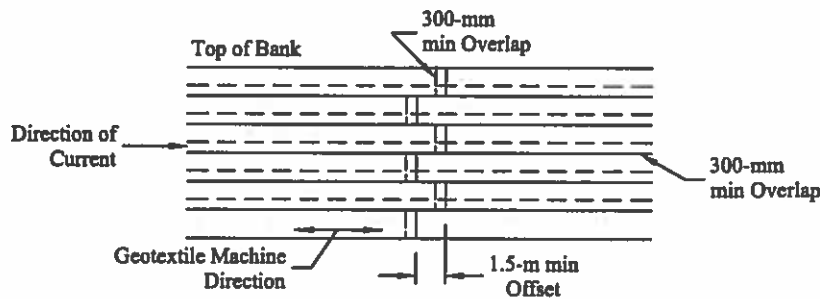


Figure 6—Geotextile Placement Scheme for Streambank Protection

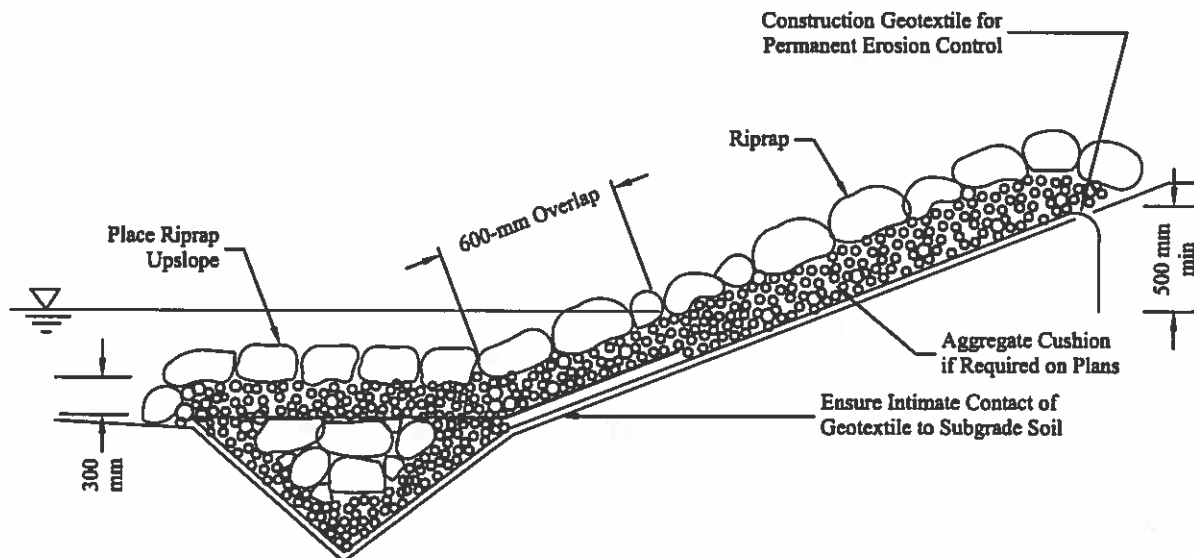


Figure 7—Key Detail at Top and Toe of Slope for Geotextiles Used for Permanent Erosion Control

- A4.1.1.1. The geotextile shall be placed with the machine direction parallel to the direction of water flow which is normally parallel to the slope for erosion control runoff and wave action (Figure 4), and parallel to the stream or channel in the case of streambank and channel protection (Figure 6). Adjacent geotextile sheets shall be joined by either sewing or overlapping. Overlapped seams of roll ends shall be a minimum of 300 mm except where placed under water. In such instances the overlap shall be a minimum of 1 m. Overlaps of adjacent rolls shall be a minimum of 300 mm in all instances.
- Note 5**—When overlapping, successive sheets of the geotextile shall be overlapped upstream over downstream, and/or upslope over downslope. In cases where wave action or multidirectional flow is anticipated, all seams perpendicular to the direction of flow shall be sewn.
- A4.1.1.2. Care shall be taken during installation so as to avoid damage occurring to the geotextile as a result of the installation process. Should the geotextile be damaged during installation, a geotextile patch shall be placed over the damaged area extending 1 m beyond the perimeter of the damage.
- A4.1.2. The armor system placement shall begin at the toe and proceed up the slope. Placement shall take place so as to avoid stretching and subsequent tearing of the geotextile. Riprap and heavy stone filling shall not be dropped from a height of more than 300 mm. Stone with a mass of more than 100 kg shall not be allowed to roll down the slope.
- A4.1.2.1. Slope protection and smaller sizes of stone filling shall not be dropped from a height exceeding 1 m, or a demonstration provided showing that the placement procedures will not damage the geotextile. In underwater applications, the geotextile and backfill material shall be placed the same day. All void spaces in the armor stone shall be backfilled with small stone to ensure full coverage.
- A4.1.2.2. Following placement of the armor stone, grading of the slope shall not be permitted if the grading results in movement of the stone directly above the geotextile.
- A4.1.3. Field monitoring shall be performed to verify that the armor system placement does not damage the geotextile.
- A4.1.3.1. Any geotextile damaged during backfill placement shall be replaced as directed by the engineer at the contractor's expense.

A5. SILT FENCE GEOTEXTILES (SEE SECTION 8.)

A5.1. *Related Material Requirements:*

- A5.1.1. Wood, steel, or synthetic support posts having a minimum length of 1 m plus the burial depth may be used. They shall be of sufficient strength to resist damage during installation and to the support applied loads due to material build up behind the silt fence.

Note 6—It has been found that hardwood posts having dimensions of at least 30 mm × 30 mm, No. 2 Southern Pine at least 65 mm × 65 mm, or steel posts of U, T, L, or C shape, weighing 600 g per 300 mm have performed satisfactorily.

- A5.1.2. Wire or polymer support fence shall be at least 750 mm high and strong enough to support applied loads. Polymer support fences shall meet the same ultraviolet degradation requirements as the geotextile.

Note 7—Wire support fences having at least six horizontal wires and being at least 14-gage wire have performed satisfactorily. Vertical wires should be a maximum of 150 mm apart.

A5.2. *Construction:*

A5.2.1. The geotextile at the bottom of the fence shall be buried in a "J" configuration to a minimum depth of 150 mm in a trench so that no flow can pass under the silt fence. The trench shall be backfilled and the soil compacted over the geotextile.

A5.2.1.1. The geotextile shall be spliced together with a sewn seam only at a support post, or two sections of fence may be overlapped instead.

A5.2.1.2. The contractor must demonstrate to the satisfaction of the engineer that the geotextile can withstand the anticipated sediment loading.

A5.2.1.3. See Figure 8 for details.

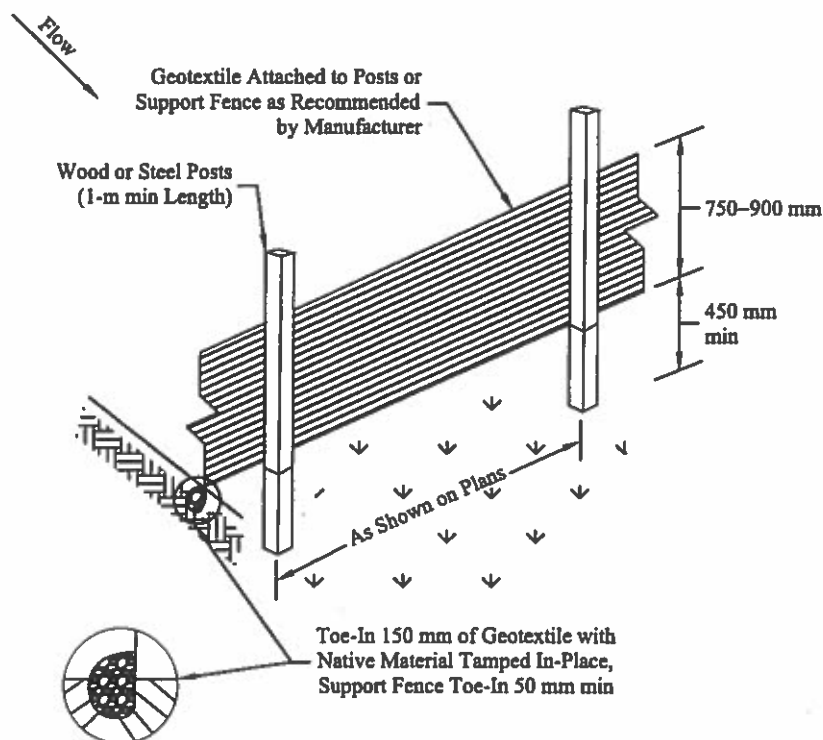


Figure 8—Typical Silt Fence Detail

A5.2.2. The posts shall be placed at spacing as shown on the project plans. Posts should be driven or placed a minimum of 500 mm into the ground. Depth shall be increased to 600 mm if fence is placed on a slope of 3:1 or greater.

Note 8—Where 500-mm depth is impossible to attain, the posts should be adequately secured to prevent overturning of the fence due to sediment loading.

A5.2.3. The support fence shall be fastened securely to the upslope side of the fence post. The support fence shall extend from the ground surface to the top of the geotextile.

A5.2.4. When self-supported fence is used, the geotextile shall be securely fastened to fence posts.

- A5.2.5. Silt fences should be continuous and transverse to the flow. The silt fence should follow the contours of the site as closely as possible. The fence shall also be placed such that the water cannot run off around the end of the fence.
- A5.2.5.1. The silt fence should be limited to handle an area equivalent to 90 square meters per 3 m of fence. Caution should be used where the site slope is greater than 1:1, and water flow rates exceed 3 L per second per 3 m of fence.
- A5.3. *Maintenance:*
- A5.3.1. The contractor shall inspect all temporary silt fences immediately after each rainfall and at least daily during prolonged rainfall. The contractor shall immediately correct any deficiencies.
- A5.3.1.1. The contractor shall also make a daily review of the location of silt fences in areas where construction activities have altered the natural contour and drainage runoff to ensure that the silt fences are properly located for effectiveness. Where deficiencies exist as determined by the engineer, additional silt fence shall be installed as directed by the engineer.
- A5.3.1.2. Damaged or otherwise ineffective silt fences shall be repaired or replaced promptly.
- A5.3.2. Sediment deposits shall either be removed when the deposit reaches half the height of the fence, or a second silt fence shall be installed as directed by the engineer.
- A5.3.3. The silt fence shall remain in place until the engineer directs it be removed. Upon removal, the contractor shall remove and dispose of any excess sediment accumulations, dress the area to give it a pleasing appearance, and cover with vegetation all bare areas in accordance with contract requirements.
- A5.3.3.1. Removed silt fence may be used at other locations provided the geotextile and other material requirements continue to be met to the satisfaction of the engineer.

A6. PAVING FABRICS (SEE SECTION 9.)

- A6.1. *Materials:*
- A6.1.1. The sealant material used to impregnate and seal the paving fabric, as well as bond it to both the base pavement and overlay, shall be a paving grade asphalt recommended by the paving fabric manufacturer, and approved by the engineer.
- A6.1.1.1. Uncut asphalt cements are the preferred sealant; however, cationic and anionic emulsions may be used provided the precautions outlined in Section A6.3.3 are followed. Cutbacks and emulsions that contain solvents shall not be used.
- A6.1.1.2. The grade of asphalt cement specified for hot-mix design in each geographic location is generally the most acceptable material.
- A6.1.2. Washed concrete sand may be spread over asphalt saturated paving fabric to facilitate movement of equipment during construction or to prevent tearing or delamination of the paving fabric. Hot-mix broadcast in front of construction vehicle tires may also be used to serve this purpose. If sand is applied, excess quantities shall be removed from the paving fabric prior to placing the surface course.

- A6.1.2.1. Sand is not usually required. However, ambient temperatures are occasionally sufficiently high to cause bleed-through of the asphalt sealant resulting in undesirable paving fabric adhesion to construction vehicle tires.
- A6.2. *Equipment:*
- A6.2.1. The asphalt distributor shall be capable of spraying the asphalt sealant at the prescribed uniform application rate. No streaking, skipping, or dripping will be permitted. The distributor shall also be equipped with a hand spray having a single nozzle and positive shut-off valve.
- A6.2.2. Mechanical or manual lay down equipment shall be capable of laying the paving fabric smoothly.
- A6.2.3. The following miscellaneous equipment shall be provided: stiff bristle brooms or squeegees to smooth the paving fabric; scissors or blades to cut the paving fabric; brushes for applying asphalt sealant to paving fabric overlaps.
- A6.2.4. Pneumatic rolling equipment to smooth the paving fabric into the sealant and sanding equipment may be required for certain jobs. Rolling is especially required on jobs where thin lifts or chip seals are being placed. Rolling helps ensure paving fabric bond to the adjoining pavement layers in the absence of heat and weight associated with thicker lifts of asphaltic pavement.
- A6.3. *Construction:*
- A6.3.1. Neither the asphalt sealant nor the paving fabric shall be placed when weather conditions, in the opinion of the engineer, are not suitable. Air and pavement temperatures shall be sufficient to allow the asphalt sealant to hold the paving fabric in place. For asphalt cements, air temperature shall be 10°C and rising. For asphalt emulsions, air temperature shall be 15°C and rising.
- A6.3.2. The surface on which the paving fabric is to be placed shall be reasonably free of dirt, water, vegetation, or other debris. Cracks exceeding 3 mm in width shall be filled with suitable crack filler. Potholes shall be properly repaired as directed by the Engineer. Fillers shall be allowed to cure prior to paving fabric placement.
- A6.3.3. The specified rate of asphalt sealant application must be sufficient to satisfy the asphalt retention properties of the paving fabric, and bond the paving fabric and overlay to the old pavement.
- Note 9**—When emulsions are used, the application rate must be increased to offset water content of the emulsion.
- A6.3.3.1. Application of the sealant shall be by distributor spray bar, with hand spraying kept to a minimum. Temperature of the asphalt sealant shall be sufficiently high to permit uniform spray pattern. For asphalt cements the minimum temperature shall be 145°C. To avoid damage to the paving fabric, however, the distributor tank temperatures shall not exceed 160°C.
- A6.3.3.2. Spray patterns for asphalt emulsions are improved by heating. Temperatures in the 55°C to 70°C range are desirable. A temperature of 70°C shall not be exceeded since higher temperatures may break the emulsion.
- A6.3.3.3. The target width of asphalt sealant application shall be the paving fabric width plus 150 mm. The asphalt sealant shall not be applied any farther in advance of paving fabric placement than the distance the contractor can maintain free of traffic.

- A6.3.3.4. Asphalt spills shall be cleaned from the road surface to avoid flushing and paving fabric movement.
- A6.3.3.5. When asphalt emulsions are used, the emulsion shall be cured prior to placing the paving fabric and final wearing surface. This means essentially no moisture remaining.
- A6.3.4. The paving fabric shall be placed onto the asphalt sealant with minimum wrinkling prior to the time the asphalt has cooled and lost tackiness. As directed by the engineer, wrinkles or folds in excess of 25 mm shall be slit and laid flat.
- A6.3.4.1. Brooming and/or pneumatic rolling will be required to maximize paving fabric contact with the pavement surface.
- A6.3.4.2. Overlap of paving fabric joints shall be sufficient to ensure full closure of the joint, but should not exceed 150 mm. Transverse joints shall be lapped in the direction of paving to prevent edge pickup by the paver. A second application of asphalt sealant to the paving fabric overlaps will be required if in the judgment of the Engineer additional asphalt sealant is needed to ensure proper bonding of the double paving fabric layer.
- A6.3.4.3. Removal and replacement of paving fabric that is damaged will be the responsibility of the contractor.
- Note 10**—The problems associated with wrinkles are related to thickness of the asphalt lift being placed over the paving fabric. When wrinkles are large enough to be folded over, there usually is not enough asphalt available from the tack coat to satisfy the requirement of multiple layers of paving fabric. Therefore, wrinkles should be slit and laid flat. Sufficient asphalt sealant should be sprayed on the top of the paving fabric to satisfy the requirement of the lapped paving fabric.
- Note 11**—In overlapping adjacent rolls of paving fabric it is desirable to keep the lapped dimension as small as possible and still provide a positive overlap. If the lapped dimension becomes too large, the problem of inadequate tack to satisfy the two lifts of paving fabric and the old pavement may occur. If this problem does occur, then additional asphaltic sealant should be added to the lapped areas. In the application of the additional sealant, care should be taken not to apply too much since excess will cause flushing.
- A6.3.4.4. Trafficking the paving fabric will be permitted for emergency and construction vehicles only.
- A6.3.5. Placement of the hot-mix overlay should closely follow paving fabric laydown. The temperature of the mix shall not exceed 160°C. In the event asphalt bleeds through the paving fabric causing construction problems before the overlay is placed, the affected areas shall be blotted by spreading sand. To avoid movement of, or damage to, the seal-coat saturated paving fabric, turning of the paver and other vehicles shall be gradual and kept to a minimum.
- A6.3.6. Prior to placing a seal coat (or thin overlay such as an open-graded friction course), lightly sand the paving fabric at a spread rate of 0.65 to 1 kg per m², and pneumatically roll the paving fabric tightly into the sealant.

ADVISORY

It is recommended that for safety considerations, trafficking of the paving fabric should not be allowed. However, if the contracting agency elects to allow trafficking, the following verbiage is recommended:

"If approved by the engineer, the seal-coat saturated paving fabric may be opened to traffic for 24 to 48 hours prior to installing the surface course. Warning signs shall be placed which advise the motorist that the surface may be slippery when wet. The signs shall also post the appropriate safe speed. Excess sand shall be broomed from the surface prior to placing the overlay. If, in the judgment of the engineer, the fabric surface appears dry and lacks tackiness following exposure to traffic, a light tack coat shall be applied prior to the overlay."

¹ Available from ASTM, 100 Barr Harbor Drive, West Conshohocken, PA 19428-2959.

² Geotextiles used as sheet drains are not included in the discussions in this section.

I assembled this book and reviewed the contents for completeness.

Signature of Reviewer

Date