

PPFSCSA

CALL ORDER: 015  
May 12, 2016

\* \* \* \* \* OKLAHOMA DEPARTMENT OF TRANSPORTATION \* \* \* \* \*  
200 NE 21ST STREET OKLAHOMA CITY, OK 73105

\* \* \* \* \* P R O P O S A L \* \* \* \* \*  
CONTRACT ID: 160236

STAPLE BID BOND TO BACK OF PROPOSAL

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BIDS RECEIVED UNTIL 10:30 A.M. ON  
June 16, 2016 AT ODOT, OKLAHOMA CITY  
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JOB PIECE NO. STATE AID PROJECT NO.  
2813904 ( SH-51 ) SSR-106C(122)SR BLAINE

DESCRIPTION: RESURFACE (P.C. CONCRETE)

LOCATION: SH-51: FROM 1.09 MILES EAST OF THE SH-58 SOUTH JUNCTION,  
EXTEND EAST NEAR CANTON.

LENGTH: 4.950 MILES

AMOUNT OF PROPOSAL GUARANTEE: FIVE PERCENT (5%) OF THE BID.

NOTE: CAREFULLY REVIEW THE ENTIRE CONTENTS OF THIS PROPOSAL. ALL PROVISIONS OF THIS PROPOSAL REQUIRING SIGNATURE MUST BE SIGNED AND NOTARIZED. SUBMIT SCHEDULE OF ITEMS BY MEANS OF ELECTRONIC MEDIA PROVIDED. AFTER SCHEDULES OF ITEMS HAVE BEEN ADDED TO ELECTRONIC MEDIA, PRINT OUT ITEM SCHEDULE AND INSERT IN PROPOSAL. ELECTRONIC MEDIA AND SCHEDULE OF ITEMS PRINT OUT ARE TO BE PUT IN ENVELOPE WITH PROPOSAL.

SIGN: PROPOSAL MUST BE SIGNED TO COINCIDE WITH PRE-QUALIFICATION PAPERS.

BID PROPOSAL AFFIDAVIT

DBE PROGRAM AFFIDAVIT (WHEN APPLICABLE)

ALL PAPERS BOUND WITH OR STAPLED TO THIS PROPOSAL FORM ARE NECESSARY PARTS THEREOF AND PROPOSAL MUST NOT BE UNSTAPLED.

THIS PROPOSAL ISSUED TO: CONTRACTOR'S ID NO.

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PROPOSAL NO. \_\_\_\_\_

REVISED:

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BID RIGGING IS A SERIOUS CRIME. IF YOU HAVE ANY INFORMATION CONCERNING COLLUSIVE BIDDING, EVEN A REQUEST TO SUBMIT A COMPLIMENTARY BID, PLEASE CALL THE OKLAHOMA ATTORNEY GENERAL'S OFFICE AT TELE. NO. 405-521-3921.

May 12, 2016

Unless otherwise noted in the proposal, all bids must be submitted over the Internet via Bid Express. When written bids are allowed, sealed proposals sent by registered mail will be received through the ODOT Office Engineer Division until 30 minutes prior to the scheduled bid opening. From 30 minutes prior to the bid opening until the time of the bid opening, bid proposals must be turned in directly to the ODOT Commission Room located on the east side of the lobby. The scheduled bid opening is 10:30 A.M. , June 16, 2016 for the work listed below.

No Proposal for construction or maintenance work of the department will be issued to any contractor after 10:30 A.M. on the working day preceding opening of bids for any contract.

Each bid shall be accompanied by a Certified or Cashier's Check or Bid Bond equal to 5% of the bid made payable to the State of Oklahoma, Department of Transportation, as a proposal guaranty. Proposal checks will be held or returned by the Department as per Section 103.04 of the State Standard Specifications.

The minimum wage to be paid laborers and mechanics employed on this project shall be included in the proposal.

Bids must be prepared as directed by the State Standard Specifications.

Plans, proposals, and specifications may be examined in the plan room or in the Office Engineer Division at the Oklahoma Department of Transportation central office in Oklahoma City, Oklahoma.

This work will be done under the Oklahoma Department of Transportation applicable specifications for highway construction as depicted on the lower left corner of the plan's title sheet.

Plans and proposal forms may be ordered from the Office Engineer Division, Oklahoma Department of Transportation Building, 200 N.E. 21st Street, Oklahoma City, OK 73105. Cost of Bidding Documents is \$ 50.00 + tax for each Bidding Proposal. State Standard Specifications may be purchased for \$55.00 + tax. (Oklahoma tax is 8.375%).  
Plans (Reduced Size Complete) \$ 0.00 , X-SEC \$ 0.00 + postage/handling.  
Make checks payable to Oklahoma Department of Transportation.  
No refunds will be made for bidding documents or Specification books purchased.

Unless otherwise noted in the proposal, upon award of the contract to the successful bidder, the contract will be completely and correctly executed by the contractor and returned to the Department within ten (10) working days from the date of award. The Department will have fourteen (14) working days from the date of award to complete it's execution of the contract.

The Oklahoma Department of Transportation (ODOT) ensures that no person or groups of persons shall, on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs, services, or activities administered by ODOT, it's recipients, sub-recipients, and contractors.

Description of work and location of project:	Job Piece No.
SSR-106C(122)SR SH-51 BLAINE	2813904
RESURFACE (P.C. CONCRETE)	
SH-51: FROM 1.09 MILES EAST OF THE SH-58 SOUTH JUNCTION, EXTEND EAST NEAR CANTON.	

STATE OF OKLAHOMA, DEPARTMENT OF TRANSPORTATION - By: Mike Patterson, Director.

O K L A H O M A D O T  
BAMS/PES - PROPOSAL AND ESTIMATION SYSTEM

CONTRACT REQUIREMENTS May 12, 2016  
CONTRACT ID: 160236

CA000001

11/25/2014

CONTRACT TIME ALLOTTED FOR THIS PROJECT IS 45 CALENDAR DAYS.

DISADVANTAGE BUSINESS ENTERPRISES: REQUIRED PARTICIPATION IS 0.00 %.

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\* THE DEPARTMENT WILL CONSIDER A PROPOSAL NONRESPONSIVE AND MAY REJECT IT \*  
\* IN ACCORDANCE WITH SUBSECTIONS 102.08 AND/OR 102.14 OF THE 2009 OKLAHOMA \*  
\* DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS. \*  
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OKLAHOMA DEPARTMENT OF TRANSPORTATION

DATE: May 12, 2016  
 REVISED:

SCHEDULE OF PRICES

CONTRACT ID: 160236  
 J.P. NUMBER 2813904

PROJECT(S): 2813904  
 SH-51

BIDDER MUST ENTER ALL UNIT PRICES, MAKE ALL EXTENSIONS AND TOTAL THE BID.

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 0001 ROADWAY						
0001	202(D) 0184 UNCLASSIFIED BORROW	1000.000 CY	.		.	
0002	230(A) 2806 SOLID SLAB SODDING	22660.000 SY	.		.	
0003	402(E) 0225 TRAFFIC BOUND SURFACE COURSE TYPE E	1000.000 TON	.		.	
0004	412 5267 COLD MILLING PAVEMENT	96751.000 SY	.		.	
0005	414(D) 0220 BONDED CONCRETE OVERLAY	98485.000 SY	.		.	
0006	414(G) 5275 P.C. CONCRETE FOR PAVEMENT	14089.000 CY	.		.	
	SECTION 0001 TOTAL				.	
SECTION 0002 TRAFFIC						
0007	855(A) 8812 TRAFFIC STRIPE(PLASTIC)(4" WIDE)	88500.000 LF	.		.	

OKLAHOMA DEPARTMENT OF TRANSPORTATION

DATE: May 12, 2016  
 REVISED:

SCHEDULE OF PRICES

CONTRACT ID: 160236  
 J.P. NUMBER 2813904

PROJECT(S): 2813904  
 SH-51

BIDDER MUST ENTER ALL UNIT PRICES, MAKE ALL EXTENSIONS AND TOTAL THE BID.

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0008	855(A) 8814 TRAFFIC STRIPE (PLASTIC) (8" WIDE)	250.000 LF	.		.	
0009	855(A) 8818 TRAFFIC STRIPE (PLASTIC) (12" WIDE)	100.000 LF	.		.	
0010	855(A) 8825 TRAFFIC STRIPE (PLASTIC) (24" WIDE)	70.000 LF	.		.	
0011	880(J) 8905 CONSTRUCTION TRAFFIC CONTROL	1.000 LSUM	.		.	
	SECTION 0002 TOTAL				.	
SECTION 0003 CONSTRUCTION						
0012	641 1399 MOBILIZATION	1.000 LSUM	.		.	
	SECTION 0003 TOTAL				.	
	TOTAL BID				.	

DATE: April 25, 2016

OKLAHOMA DEPARTMENT OF TRANSPORTATION  
BAMS/LAS - LETTING AND AWARD SYSTEM  
SPECIAL PROVISIONS - 2009 SPECIFICATION

CONTRACT ID : 160236

SPECIAL PROVISIONS FOR J.P. : 2813904

SH-51

OKLAHOMA PROJECT NUMBER : SSR-106C(122)SR

106-5(a-f)09	BUY AMERICA
108-2(a-b)09	ADMINISTRATION AND EXTENSION OF CONTRACT TIME (WINTER TIME SUSPENSION)
108-23(a)09	FLEXIBLE NOTICE TO PROCEED
108-81(a)09	DISINCENTIVE FOR EXPOSED COLD-MILLED PAVEMENT
109-8(a-b)09	PAYMENTS TO SUBCONTRACTORS
414-19(a-e)09	FIBER REINFORCED, BONDED PORTLAND CEMENT CONCRETE OVERLAY
430-2QA(a-i)09	PAVEMENT AND BRIDGE DECK SMOOTHNESS
701-14(a-c)09	OPTIMIZED GRADATION FOR PORTLAND CEMENT CONCRETE PAVEMENT
855-7(a-f)09	TRAFFIC STRIPE (PLASTIC)
880-1(a-b)09	PLASTIC DRUMS
CS000300	REQUIRED LABOR PROVISIONS SAP PROJECTS
CS000350	SPECIAL LABOR PROVISIONS FOR PROJECTS FINANCED W/STATE FUNDS
CS001600	SAMPLE MAINTENANCE BOND
CZ002300	CONTRACT DISPUTE RESOLUTION PROCEDURE
CZ002850	NO.2 PROPOSAL SHEET
CZ002975	* BIDDER'S AFFIDAVIT - STATEMENT UNDER PENALTY

**OKLAHOMA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISIONS  
FOR  
BUY AMERICA**

These Special Provisions amend, revise, and where in conflict, supersede applicable sections of the 2009 Standard Specifications for Highway Construction, English and Metric.

**106.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS**

**B. Buy America** (*Replace with 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.). These requirements are in effect on all Contracts regardless of the use of federal funds. All referenced forms and letters must be obtained from the current version of the ODOT Construction Control Directive (CCD) No. 20140620 – 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 Resident Engineer 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 Department 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 Department 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 Resident Engineer 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 both the Resident Engineer 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.

**(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 Resident Engineer.
- 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.

**(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 Resident Engineer. 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
- Mailbox and installation assembly

**OKLAHOMA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISIONS  
FOR  
ADMINISTRATION AND EXTENSION OF CONTRACT TIME  
(WINTER TIME SUSPENSION)**

These Special Provisions revise, amend, and where in conflict, supersede applicable sections of the 2009 Standard Specifications for Highway Construction, English and Metric.

**108.07 ADMINISTRATION AND EXTENSION OF CONTRACT TIME**

**B. Calendar Day Contract** (*Replace the 2<sup>nd</sup> paragraph with the following:*)

The Contractor may request a winter time suspension of time charges and work during the time period between December 21<sup>st</sup> and the following February 15<sup>th</sup>. The Contractor must make this request in writing to the Engineer at least ten (10) working days prior to the beginning date of the winter time suspension.

Upon receipt of the Contractor's written request, the Engineer 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:

- more than 85% complete
- adverse impacts to the prosecution and progress of other projects
- on the interstate system
- lane or ramp closures
- lane or edge drop offs without a recoverable slope
- areas that require patching,
- obstructions (i.e. manholes, valve boxes, etc.) in the roadway that could hamper snow and ice removal
- exposed structural surfaces or subgrade
- areas that could pond water
- construction debris, materials, or equipment in the roadway clear zone
- temporary erosion control measures in place
- proper signage and striping in place
- driveways and side roads are accessible
- scheduled project deliveries and services (i.e. materials, inspections, etc.)
- expiring permits
- environmental mitigation as required by the contract
- items of work which, if left undone or unattended, would not be in the best interest of the Department or traveling public

After this review, the Engineer will notify the Contractor in writing that the request for suspensions is approved, or that the request for suspension is denied, citing the justification for such denial.

If the Resident Engineer 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 105.14, "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 Department.

Upon completion of the winter time suspension, the Engineer 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 Department.

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 Resident Engineer if work is to resume prior to February 15<sup>th</sup>.

Liquidated damages will not be assessed for any portion of a winter time suspension that occurs after expiration of the contract time.

A winter time suspension will not suspend time charges subject to an incentive/disincentive provision.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISIONS  
FOR  
FLEXIBLE NOTICE TO PROCEED**

These Special Provisions revise, amend, and where in conflict, supersede applicable sections of the 2009 Standard Specifications for Highway Construction, English and Metric.

**108.03 PROSECUTION AND PROGRESS** *(Add the following:)*

The Notice to Proceed for this project will be issued in the normal time period (approximately 30 days after the award). The Contractor may begin work any time after the issuance of the Notice to Proceed, but no later than **November 7, 2016**. Time charges will begin on the date the Contractor begins work, or at the date specified in the Notice to Proceed, and will continue until the project is completed. Once the work begins, construction is expected to continue at an optimum rate until the work is done.

Notify the Resident Engineer, and when applicable the County Commissioner, at least 14 calendar days prior to beginning work.

There will be no additional compensation for any increased costs due to beginning work at or near the end of the flexible period.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISIONS  
FOR  
DISINCENTIVE FOR EXPOSED COLD-MILLED PAVEMENT**

These Special Provisions revise, amend, and where in conflict, supersede applicable sections of the 2009 Standard Specifications for Highway Construction, English and Metric.

*(Add the following:)*

**108.14 DISINCENTIVE FOR EXPOSED COLD-MILLED PAVEMENT**

The intent of this provision is to minimize the time of exposure of milled paving surfaces. The following items set forth the Contract requirements for this portion of work, and disincentive(s) for non-compliance with these specifications.

A disincentive of \$0.02 per square yard per hour will be assessed for all cold-milled surfaces not overlaid within 48 hours of being exposed by cold-milling operations. The disincentive will be assessed each hour after the 48 hours, and continue until the cold-milled surfaces are no longer exposed to the elements as determined by the Engineer. (Fog sealing cold-milled surfaces will not exempt the Contractor from this disincentive.)

The Engineer may allow cold-milled surfaces to remain exposed for up to 96 hours if the Contractor, at no additional cost to the Department, covers the exposed cold-milled surfaces with an approved trackless tack coat meeting the requirements of Special Provision 708-25 within 48 hours of being exposed by cold-milling operations. The trackless tack coat layer must be maintained, ensuring that the trackless tack is of sufficient adhesion or tack coat must be reapplied prior to overlaying the cold-milled surface(s). In the event that trackless tack is used, the above disincentive will be assessed each hour after the 96 hours, and continue until the cold-milled surfaces are overlaid.

Extents of cold-milling required to provide a smooth transition to bridge approaches or to existing pavements will be exempt from this provision. However, if these extents are to be left exposed for more than 48 hours, they must be fog sealed or the disincentive set forth in this provision will apply for each hour in excess of the 48 hours until the fog seal or surfacing is placed.



**OKLAHOMA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISIONS  
FOR  
PAYMENTS TO SUBCONTRACTORS**

These Special Provisions revise, amend, and where in conflict, supersede applicable sections of the 2009 Standard Specifications for Highway Construction, English and Metric.

**109.11 PAYMENTS TO SUBCONTRACTORS** (*Replace with the following:*)

The Code of Federal Regulations requires that Contractors pay subcontractors, suppliers, and vendors promptly for work performed or materials provided, and release retainage promptly after the subcontractor, supplier, or vendor completes the work or provides materials certifications. The Department has established that, when criteria for payments are met, 15 calendar days is a reasonable time to make payment or release retainage, and requires that payment be made within that time. The 15 calendar day period for subcontracted work or materials and services provided will commence on the date the Contractor receives payment from the Department for the work. If the Contractor holds retainage for subcontracted work or materials/services provided, the 15 calendar day period shall commence on the date that the Resident Engineer determines that the subcontracted unit or portion of the Contract has been completed in accordance with Subsection 105.17, "Project Completion and Acceptance," or the project is deemed complete by the Department. Services provided to a Contractor for support of construction operations or as deemed necessary by the Contractor for upkeep of machinery or facilities used directly or indirectly for construction operations shall be paid within 15 calendar days of the last service provided. If payment is not made for work, material or services, or if retainage is not released within the required 15 calendar day period, the subcontractor will be entitled to make a formal written complaint to the Department detailing the amounts and date due, and the work performed or material provided. The Department will then institute a formal investigation and, if warranted, conduct a formal hearing. Upon a finding that the Contractor failed to perform in accordance with the terms of the Contract requirements, the Department may impose sanctions as provided in Subsection 102.04, "Refusal of Proposals," Subsection 102.14, "Rejection of Proposal," or both.

A subcontractor may initiate a request for a determination that a subcontracted unit or portion of the Contract has been completed by making a written request for such determination to the Resident Engineer, with a copy to the Contractor, as provided in Subsection 105.17, "Project Completion and Acceptance." At the time the written request is made, the subcontractor shall have submitted to the Resident Engineer required documentation including material certifications, payrolls, and other such documents as may be required to audit the completed work. If the Resident Engineer, upon inspection, finds that a unit or portion of the Contract has been satisfactorily completed, the Resident Engineer will report the fully audited final quantities to the Contractor and the subcontractor. Upon receipt from the Resident Engineer of a determination that the subcontracted work is deemed complete, the audited final quantities and payment for those quantities, the Contractor shall release any retainage held within 15 calendar days. However, if the Contractor or Subcontractor working under the direction of the Contractor damages the work, the Contractor shall repair or replace the damaged work at no additional cost to the Department to the satisfaction of the Contract requirements and the Resident Engineer.

Failure of the Contractor to complete Contract work within the designated Contract Time or accumulation by the Contractor of deductions due to producing non-specification work may result in the

assessment of negative progressive estimates representing the Department's overpayment to the Contractor for a given Contract period. The assessment of negative progressive estimates does not relieve the Contractor of the requirements for prompt payment of subcontractors and for timely release of retainage. However, if the subcontractor's work is directly responsible for the liquidated damage or non-specification work deduction, such deduction may be assessed against that subcontractor. Amounts thereafter due to the subcontractor will be the balance owed for the work less the imposed deductions.

Payment disputes between the Contractor and subcontractors relating to allocation of chargeable Contract Time and any resultant Liquidated Damages, quantity or quality of items of work subject to a subcontract or other agreement shall be referred to a neutral alternative dispute resolution forum for hearing and decision with the costs for such mediation or arbitration to be shared equally by the parties. Funding for mediation of payment disputes involving Disadvantaged Business Enterprises is available from the Department through the DBE Supportive Service Program. Such services are reimbursed by the Federal Highway Administration and are authorized by 23 CFR § 230, Subpart B. The Contractor shall include a clause in any subcontract notifying the subcontractor of their right to resolution of payment disputes through alternative dispute resolution mechanisms.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISIONS  
FOR  
FIBER REINFORCED, BONDED PORTLAND CEMENT CONCRETE OVERLAY  
SSR-106C(122)SR, JP NO. 28139(04), BLAINE COUNTY**

These special provisions amend and where in conflict, supersede applicable sections of the 2009 Standard Specifications for Highway Construction, English and Metric.

*(Add the following:)*

**414.01 DESCRIPTION**

This work consists of placing a fiber reinforced, bonded PCC pavement overlay of an existing PCC pavement to the thickness as shown on the plans, and associated patching work.

**414.02 MATERIALS**

- *Cement.* Provide cement conforming to subsection 701.02. The use of Type III and Type IIIA cement will not be permitted.
- *Aggregate.* Provide aggregate conforming to subsection 701.05 and 701.06. Provide No. 67 size gradation for the coarse aggregate in the PCC overlay. Provide the same type of coarse aggregate in the overlay as in the original pavement to reduce stresses due to the coefficients of thermal expansion of different materials.
- *Concrete.* Provide concrete conforming to Section 701.01 for Class 'AA' concrete. Ensure the bond shear strength between the original pavement and overlay is a minimum of 200 psi, as tested with an Iowa Shear Strength test fixture or other similar device. Submit a Type 'A' certification, as shown in subsection 106.04C, for each lane-mile (or major portion thereof) of the overlay.
- *Grout.* Do not grout or dampen the slab prior to overlaying.
- *Joint Filler and Sealer.* Provide Joint filler and sealer that is a preformed elastomeric compression joint seal, conforming to subsection 701.08(C), or a low modulus silicone joint sealant conforming to subsection 701.08(F).
- *Admixtures.* Provide admixtures conforming to subsection 701.03.
- *Fiber Reinforcement.* Provide fibers conforming to subsection 701.15.

**414.03 EQUIPMENT**

Furnished equipment is subject to approval of the Engineer and must comply with the following:

**A. Shot Blasting Equipment**

Furnish shot blasting equipment meeting the requirements of 414.03K.

**B. Milling Machine**

Furnish a power-operated milling machine meeting the requirements of 412.03.

### **C. Proportioning and Mixing Equipment**

Provide proportioning and mixing equipment conforming to subsection 414.03A. Sufficient mixing capacity of mixers shall be provided to permit the intended pour to be placed without interruption.

### **D. Placing and Finishing Equipment**

Provide placing and finishing equipment conforming to subsection 414.03B.

## **414.04 CONSTRUCTION METHODS**

### **A. Full Depth PCC Patches**

Construct full depth PCC patches according to the plans with HES Class 'A' Concrete. Place dowels as required as shown on the Plans. The patches will be half or full lane width, and the minimum length of patch, measured parallel to the centerline, will be 6 feet. Complete Full depth patches in an area before overlay work is done. Construct full depth patches in accordance with applicable requirements of section 414 and standard PCPR-2.

Do not use calcium chloride.

Do not allow traffic on the patch until the concrete has cured to a minimum of 2,500 psi compressive strength.

### **B. Preparation of Surface**

Include the entire surface in the preparation of the surface to be overlaid. Thoroughly clean the surface with shotblasting equipment. Remove all dirt, oil, and other foreign materials, as well as any laitance or loose material from the surface and edges against which new concrete is to be placed. Remove all pavement markings and raised pavement markings. Dispose of materials removed in the preparation operation in a manner approved by the Engineer.

### **C. Placing and Finishing Overlay Concrete**

Ensure the concrete placing equipment places the material to the proper elevation by string line or by operating the equipment on a pad line that is constructed to a true grade line. Place overlay concrete in accordance with applicable requirements of section 414 with the following modifications:

#### **(1) Surface Cleaning**

Clean the entire surface with an oil-free, compressed air blast prior to applying the overlay to the surface. Acceptable cleaning will be determined by increasing the average surface macrotexture at least 0.030 from the unimproved value to an average minimum value of 0.060, as measured with latest ASTM E 965 standard volumetric method. Except for the paving machine and batch trucks, do not allow construction or other traffic on the cleaned surface. Prevent contamination of the cleaned pavement surface prior to overlaying.

## **(2) Joint Identification**

Identify the exact location of each contraction and expansion joint in the existing pavement and joints to be sawed at each full depth patch on both sides by a reliable method.

## **(3) Placing and Finishing Overlay Concrete**

Ensure a smooth riding surface. Prior to the placement operation, review the equipment, procedures, personnel, previous results, and the inspection procedure with the Engineer to assure a coordinated effort. Ensure the following:

- (a) Assurance that the concrete can be produced and placed to the proper thickness and cross section within the specified limits, continuously and with uniformity,
- (b) The thickness of all new concrete above the prepared surface will be as specified on the plans,
- (c) The use of mechanical tining will be as directed by the fiber manufacturer's field representative. Use a 4" to 6" blanking band around joints (i.e., 2" to 3" on each side of the joint) where no tining will be done.
- (d) At those times when the evaporation rate (see attached nomograph) exceeds 0.10 LB/SF/HR for a period of time as specified by the Engineer, or greater than 20 minutes, or the difference in ambient temperature at the time of placement verses the expected low temperature in a 24-hour period exceeds 35°F, take measures to control the moisture content of the newly placed concrete overlay. Use Fogging, wet mat curing, or other measures, as directed by the Engineer, to control the moisture content. These measures are in addition to the membrane curing required. Protect the entire day's placement when such conditions occur. Maintain the protection in place for a minimum of 36 hours, or until such a time as directed by the Engineer. Remove the protection as directed by the Engineer,
- (e) At those times when the difference in the ambient temperature at the time of placement verses the expected low temperature is expected to exceed 35°F, place the overlay no later than 12 o'clock noon the preceding day, or a minimum of 18 hours prior to the time the maximum temperature difference is expected,
- (f) Use a white pigmented curing compound meeting the requirements of subsection 701.07C applied at the rate of one gallon to not more than 100 square feet.

## **(4) Joints**

Saw joints in the overlay directly over existing transverse and longitudinal joints. Saw the joints to the full depth of the new overlay concrete plus one-half inch. Saw joints in the widened section  $\frac{1}{3}$  of thickness of pavement in these areas. Saw the joints as soon as possible without causing excessive raveling. Clean and seal all joints in accordance with Subsection 701.08, or according to the manufacturer's recommendation.

#### **D. Limitations of Operations**

Conform overlay operations to subsections 414.04(D), 414.04(M) and 414.04(N). Do not place PC concrete when the air or pavement temperature is at or expected to be below 40°F during placement. At the time of the overlay construction, the sum of the free air temperature and temperature of the plastic concrete delivered to the paver shall not exceed 180°F. Do not deliver the plastic PCC at a temperature exceeding 90°F. If ice is substituted for mix water in concrete to lower the plastic concrete temperature, melt all of the ice and mix all of the water thoroughly in the plastic PCC prior to placement.

#### **414.05 METHOD OF MEASUREMENT**

The quantities of the various items of work involved in the construction of PCC overlay will be measured in accordance with the following provisions:

##### **A. Portland Cement Concrete for Bonded Pavement Overlay**

The quantity of overlay concrete furnished shall be measured in cubic yards, using the ticket count, or other approved documentation, of batches incorporated. The Contractor shall use an approved automatic batch weight and printer system. The approved automatic batch weight and printer system shall be electronically controlled and capable of determining the net batch weight of material being delivered to the transporting truck. Such weights shall be evidenced by a weight ticket containing separate weights of each material incorporated into the load. Tickets shall also include quantities of admixtures and volume of water incorporated into load. The automatic batch weight and printer system shall be subject to calibration, inspection, and certification requirements as provided in section 109. This quantity will include concrete placed in the overlay and any areas of backfill for dowel bar retrofit only.

##### **B. Portland Cement Concrete Pavement, Bonded Overlay, Placement Only**

The area of Portland cement concrete overlay placement only will be computed in square yards from surface measured longitudinally and the nominal pavement width. This area will be measured in accordance to Section 414.05.

##### **C. Full Depth PCC Patches**

Full depth PCC patches will be measured in square yards of the nominal surface area of the patches. This area will be measured in accordance to Section 414.05.

**414.06 BASIS OF PAYMENT**

The Department will pay for each item at the contract unit price per the specified pay unit as follows:

<b>Pay Item:</b>	<b>Pay Unit:</b>
<i>BONDED CONCRETE OVERLAY</i>	Square Yard [Square Meter]
<i>P.C. CONCRETE FOR PAVEMENT</i>	Cubic Yard [Cubic Meter]

Payment is considered full compensation for furnishing all material, equipment, labor and incidentals necessary for the proportioning, mixing, delivery and placement of the concrete. This includes the placement of bars, cleaning and sealing the joints in accordance with the plans and this special provision.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION  
FOR  
PAVEMENT AND BRIDGE DECK SMOOTHNESS**

These Special Provisions amend and where in conflict, supersede applicable sections of the 2009 Standard Specifications for Highway Construction, English and Metric.

**430.01 DESCRIPTION**

This section establishes procedures for determining acceptability and pay adjustments as they relate to smoothness requirements of pavements and bridge decks. The equipment and testing applicable to this section shall be provided and/or operated by the party or parties specified in Appendix A of this provision.

Except as noted herein, these special provisions apply to all types of Portland cement and asphalt concrete pavements, as well as bridge decks constructed as part of this contract, or as specified on the plans.

**430.03 EQUIPMENT AND PERSONNEL**

Provide either a California Profilograph or a Lightweight Profilometer as described below. Ensure the equipment is certified by the Oklahoma Highway Construction Materials Technician Certification Board, and is capable of running on Portland cement pavements having a compressive strength of 2,500 psi without causing any damage to the pavement.

**A. Profilograph**

**(1) California Profilograph**

Use a California profilograph supported on multiple wheels arranged in a staggered pattern so that no two wheels cross the same bump simultaneously and without a common axle. Mount the strip chart recorder on a lightweight frame 25 ft long. Measure the relative smoothness of the pavement or bridge deck by recording the vertical movement of a sensing wheel at least 6" in diameter attached to the midpoint of the frame. Record the graphical traces of the profilogram on a 1" to 1" scale for the vertical motion of the sensing wheel. Ensure the profilogram is driven by the chart drive on a scale of 1" of chart paper equal to 25 ft of longitudinal movement of the profilograph.

**(2) Light Weight Profilometer**

Provide lightweight profilometer equipment meeting the following requirements:

- (a) Mounted on a lightweight, motorized vehicle such as an all-terrain vehicle, golf car, or other Engineer-approved vehicle,
- (b) Capable of running on concrete that has not achieved its design strength without causing damage,
- (c) Contains an onboard, precision accelerometer that measures movement of the light weight profilometer,



- (d) Contains an infrared or laser type non-contact vertical distance sensor mounted on the vehicle,
- (e) Measures and provides the information as specified in subsection 430.04.B, "Evaluation," and
- (f) Measures the road profile in accordance with ASTM E950-98, Class I.

#### **B. Calibration**

Calibrate the profilograph or profilometer within the following limits:

- Horizontal measurements shall be within  $\pm 5$  feet per 1,000 feet of distance tested.
- Vertical measurements shall be the same as those of the calibration blocks measured.

Submit a profilograph or profilometer calibration report to the Engineer after every calibration using the appropriate form provided by the Engineer. Calibrate the profilograph or profilometer the day of the testing prior to collecting the smoothness data. Repeat the calibration as directed by the Engineer.

#### **C. Provision and Operation of the Profilograph/Profilometer**

If specified, provide a profilograph or profilometer operator, certified by the Oklahoma Highway Construction Materials Technician Certification Board, to perform profilograph or profilometer measurements, and to interpret and analyze the produced profilograms.

### **430.04 CONSTRUCTION**

#### **A. Surface Testing**

Provide traffic control for smoothness measurements regardless of the provider or operator of the equipment. If specified, use an acceptable and approved profilograph or profilometer to measure pavement smoothness. Collect profilometer readings or profilograph traces beginning at a location 25 ft prior to the beginning point of a project, including any exception areas, and through all bridges and changes in the pavement types to a location 25 ft beyond the ending point of a project, including any exception areas. The surface will be tested as soon as possible after the completion of the work.

If milling is not required for overlay projects, the surface will be tested immediately before construction and as soon as possible after completion of the work to determine the percent reduction in the profile index in accordance with Table 430:2. However, the Contractor may request in writing the elimination of the before construction testing requirement. Elimination of such testing will also eliminate the Contractor's option of using Table 430:2 for pay purposes.

The Engineer will consider smoothness deviations at construction and expansion joints when calculating the profile index and when identifying bumps.

Remove objects and foreign material on the surface before testing. Remove any protective covers before testing. Properly replace protective covers after testing. While testing for smoothness, produce

a final trace. Produce a second trace on segments on which allowable surface corrections have been made.

Propel the profilograph at a speed no greater than 3 mph. Gather data at lower speeds if the pavement or bridge deck is rough or profilograms are not being produced clearly.

Operate the profilometer at a constant speed as recommended by the manufacturer.

The testing sequence of the pavement or bridge deck to be tested will be one pass per driving lane in the wheel path farthest from the edge of a pavement or bridge deck.

Provide the profilogram evaluations to the Department, including:

- a continuous graphical trace for the entire project length with exceptions and exclusions mathematically eliminated,
- the disks from which the profilograms were derived, and
- an evaluation summary extended to include pay adjustments per segment and totaled, in spread sheet format.

Take additional profiles only to define the limits of an out-of-tolerance surface variation. The Department reserves the right to verify the testing, the evaluation, or both. The Department's test results will be considered final. If the Contractor's test results contain significant errors, the Department may assess the cost of the verification efforts.

## **B. Evaluation**

For pay adjustment purposes, evaluation of the surface testing results will be limited to the following specifications:

### **(1) Profile Index**

The Department defines an "extent" as a segment of driving lane of pavement or bridge deck 528 ft long or the entire length of bridge, including approach slabs, whichever is less. Use ProVAL or other ODOT approved computerized profilogram reduction system to calculate a profile index for an extent. Calculate the index by summing the vertical deviations using a zero blanking band (0.2 for bridge decks) as indicated on the profile trace. The Engineer may require additional field surveys to establish bump locations. Convert the measurements from inches into inch per mile. When the quantity represented is less than a full extent in length, the Contractor may combine the quantity with an adjacent full extent or treat it as a separate extent.

### **(2) Bumps**

Bumps will appear as high points on the profile trace and correspond to high points on the pavement or bridge deck surfaces. The Department defines unacceptable bumps as bumps with vertical deviations greater than 0.60 in, without using a blanking band, in a 25 ft span.

### **(3) Exceptions**

The following areas will be considered as exceptions:

- Shoulders,
- Ramps,
- Full width acceleration, deceleration, climbing, and turn lanes less than 528 ft,
- Tapered transitions associated with shoulders, ramps, acceleration, deceleration, climbing and turn lanes,
- Pavement with horizontal centerline curves with radii less than 1,000 ft and the super elevation transitions of these curves,
- In overlays only, areas in roadway within a 10 ft radius of existing inlets and utility covers. (This exception does not apply to full depth pavements.), and
- Short isolated pavement areas requiring handwork.

These exception areas will not require testing for smoothness, however the requirements for tolerances defined in subsection 401.04 of the Standard Specifications will remain in effect. For the above exceptions, the profile index, calculations and associated adjustments specified in this special provision will not apply.

### **(4) Special Evaluation Requirements**

The Engineer will evaluate bridge approach slabs in accordance with bridge deck smoothness requirements. There will be no exceptions made for any portion of bridge decks or approach slabs. The profile measurements for the entire length of the bridge deck and approach slabs will be used for the determination of the pay adjustments.

The Engineer will exclude the following from the profile index calculation used for determining pay adjustments for new pavements and overlays:

- the 25 ft that ties into bridges or approach slabs,
- the 25 ft at the beginning and ending stations of the project (this does not apply to multiple adjoining projects in a single contract),
- the 25 ft before any change from Portland cement concrete to asphalt concrete, and
- the 25 ft before any change from asphalt concrete to Portland cement concrete.

These excluded areas will be tested for smoothness, and the requirements for mandatory correction of bumps as defined in this special provision and tolerances defined in subsection 401.04 of the Standard Specifications will remain in effect. Such corrections (including grinding) will not affect pay adjustments of individual extents or a possible incentive for overall smoothness.

### **C. Surface Correction**

Ensure all ground surfaces exhibit good workmanship and are neat in appearance and in accordance with subsection 425.04.A.(1) of the Standard Specifications. Fog seal the surfaces of ground asphalt pavements. Cores for thickness determination, as applicable, will be taken subsequent to all corrective

work. Perform all corrective actions, including identifying locations needing correction, and all work associated with the correction, at no additional cost to the Department.

Grind the concrete in the vicinity of the joint as part of the corrective process when correcting bridge decks and approach slabs. Do not grind metal expansion joints. Do not reduce the concrete cover over reinforcing steel to less than 2 inches. Retexture the surfaces of corrected areas in accordance with subsection 504.04.G of the Standard Specifications.

### **(1) Pavements**

Unless otherwise permitted in writing by the Engineer, correct all new pavement surfaces to acceptable limits as specified below:

- (a) Reduce pavement extents having indices in excess of acceptable limits in Table 430:1 (greater than 46.9 in/mi), not including areas defined in subsection 430.04.B.(3) "*Exception*" or 430.04.B.(4) "*Special Evaluation Requirements*," to a Profile Index of 35.0 in/mi or less.
- (b) Reduce surfaces having individual bumps in excess of 0.60 inch in a 25 foot span, including any areas defined as "*Exception*" (subsection 430.04.B.(3)) or "*Special Evaluation Requirements*" (subsection 430.04.B.(4)), to a Profile Index below 0.60 inch in 25 foot span.
- (c) When an unacceptable pavement extent or bump is permitted to be excluded from correction in writing by the Engineer, the location will be considered a "ground area" for the purposes of incentive determination in accordance with 430.06 "BASIS OF PAYMENT" of this provision.

### **(2) Bridge Decks and Approach Slabs**

Unless otherwise permitted in writing by the Engineer, correct all new bridge decks and approach slabs to acceptable limits as specified below:

- (a) Reduce extents of bridge decks and approach slabs having indices in excess of acceptable limits in Table 430:3 Class I to a Profile Index of 36.0 in/mi or less, or Table 430:3 Class II to a Profile Index of 40.0 in/mi or less as applicable.
- (b) Reduce surfaces having individual bumps in excess of 0.60 inch in a 25 foot span to a Profile Index below 0.60 inch in 25 foot span.

## **430.06 BASIS OF PAYMENT**

There will be no separate payment for providing and/or operating a profilograph or profilometer. Include such costs, and any other costs related to smoothness measurements or evaluations, in the price for *Contractor's Quality Control* when the proposal contains a pay item for quality control and acceptance. Otherwise include such costs in the prices of other items.

The pay adjustments shown in the following tables are for extents of 528 feet in length. Pay adjustments for extents of different lengths will be reduced or increased proportionally. (i.e. adjustment for a 792 feet extent is equal to the pay adjustment from the Table multiplied by 1.5).

**A. Pay Adjustment for Pavements**

The Department will base pay adjustments for smoothness of pavements on the initial profile indices determined before corrective actions.

The Department will base smoothness pay adjustments for pavement sections removed and replaced or overlaid as approved by the Engineer on the profile indices determined after the corrective actions, but before grinding. The Department will not increase pay for pavements with grinding.

The smoothness pay adjustment will be determined for each extent in accordance with Table 430:1 or, when applicable, Table 430:2. In the event that the pay adjustment from Table 430:2 results in less pay than that established by using Table 430:1, the adjustment will be derived from Table 430:1.

Table 430:1 SMOOTHNESS PAY ADJUSTMENTS Pavements			
Profile Index (in/mi) <sup>2</sup> (greater than 45 mph)	Adjustment <sup>1</sup> (\$ / Extent)	Profile Index (in/mi) <sup>2</sup> (45 mph or less and ramps)	Adjustment <sup>1</sup> (\$ / Extent)
15.0 or less	1,250	19.0 or less	1,250
15.1 to 25.0	3,125 - 125x	19.1 to 29.0	3,625 - 125x
25.1 to 35.0	0	29.1 to 39.0	0
35.1 to 41.0	14,000 - 400x	39.1 to 45.0	15,600 - 400x
41.1 to 46.9	32,450 - 850x	45.1 to 50.9	35,850 - 850x
47.0 or more	-7,500 <sup>3</sup>	51.0 or more	-7,500 <sup>4</sup>

Where “x” is the profile index (in/mi.)

- <sup>1</sup> These pay adjustments are for 10" thick asphalt and 8" thick P.C. concrete pavements. Pay adjustments for pavements or overlays of different thicknesses will be reduced or increased proportionally, based on the typical section for the extent. (i.e. pay adjustment for a 12" P.C. concrete pavement is equal to the adjustment from the Table multiplied by 1.5).
- <sup>2</sup> Except as noted in subsection 430.04.B.(4) pay adjustments for roadways (including ramps and service roads) will be based on posted speed limits.

- <sup>3</sup> Correct pavement extents with profile indices greater than 46.9 in/mi to 35.0 in/mi or less at no additional expense to the Department. The required correction will not increase payment unless deficient sections are removed or overlaid. Failure to correct to 35.0 in/mi will result in zero payment for the affected extents.
- <sup>4</sup> Correct pavement extents with profile indices greater than 50.9 in/mi to 39.0 in/mi or less at no additional expense to the Department. The required correction will not increase payment unless deficient sections are removed or overlaid. Failure to correct to 39.0 in/mi will result in zero payment for the affected extents.

TABLE 430:2 SMOOTHNESS PAY ADJUSTMENTS Overlays - No Milling Required	
Total Nominal Thickness > 1.5 inches	
Reduction in Profile Index (%)	Adjustment (\$ / Extent) <sup>1</sup>
90.0 or more	140
90.0 through 60.0	10x - 760
60.0 through 50.0	40x - 2,560
Less than 50.0	Unacceptable
Total Nominal Thickness ≤ 1.5 inches	
Reduction in Profile Index (%)	Adjustment (\$ / Extent) <sup>1</sup>
85.0 or more	140
85.0 through 55.0	10x - 710
55.0 through 45.0	40x - 2,360
Less than 45.0	Unacceptable

Where “x” is the reduction in the Profile Index (%)

<sup>1</sup> The above adjustments are for 1" thick asphalt or concrete overlays. Adjustments for overlays of different thicknesses will be reduced or increased proportionally, based on the typical section for the extent (i.e. adjustment for a 2" overlay is equal to the adjustment from the Table multiplied by 2).

**B. Pay Adjustments for Bridge Decks and Approach Slabs**

For those sections corrected or ground in a manner approved by the Engineer pay adjustments for smoothness of bridge decks will be based on the profile indices determined after corrective actions. Pay for a bridge deck or approach slab extent that is corrected or ground for any reason will be limited to a maximum of full pay, including extents whose profile indices would otherwise justify incentive pay.

The smoothness pay adjustments will be determined for each extent in accordance with Table 430:3.

TABLE 430:3 SMOOTHNESS PAY ADJUSTMENTS Bridge Decks and Approach Slabs	
CLASS I	
Profile Index (in/mi)	Adjustment (\$ / Extent) <sup>1,3</sup>
6 or less	7,500
6.1 through 24	10,500 - 500x
24.1 through 36	55,500 - 2,375x
More than 36	Unacceptable <sup>2</sup>
CLASS II	
10 or less	7,500
10.1 through 24	12,850 - 535x
24.1 through 40	45,010 - 1,875x
More than 40	Unacceptable <sup>2</sup>

Where "x" is the profile index (in/mi.)

- <sup>1</sup> These adjustments for the bridge decks and approach slabs are independent of thickness of the bridge deck.
- <sup>2</sup> Failure to correct to maximum acceptable profile index will result in zero payment for the affected extents.
- <sup>3</sup> Pay for bridge decks/approach slabs that are corrected or ground for any reason will be limited to a maximum of full pay.





**OKLAHOMA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISIONS  
FOR  
OPTIMIZED GRADATION FOR PORTLAND CEMENT CONCRETE PAVEMENT  
SSR-106C(122)SR, J/P 2813904, Blaine County**

These Special Provisions revise, amend, and where in conflict, supersede applicable sections of the 2009 Standard Specifications for Highway Construction, English and Metric.

**701.01 MIX DESIGN AND PROPORTIONING**

**A. Classes of Concrete** *(Add the following:)*

If the Contractor provides a Class A concrete utilizing an Optimized Gradation Concrete Mix Design (OGCMD) procedure for use in Portland Cement Concrete Pavements, integral curb, combined curb and gutter, concrete sidewalk, concrete driveways and divider strip, the minimum cement content may be reduced to 470 lbs/yd<sup>3</sup> [279 kg/m<sup>3</sup>]. Ensure Class A concrete used in OGCMD Pavements has a minimum flexural strength of 700 psi [4.83 MPa] at 28 days when tested in accordance with AASHTO T 97. Flexural strength testing will only be required for OGCMD approval and field testing of flexural strength will not be required of the Contractor or Resident Engineer. At the option of the Materials Engineer, The Materials Division may test flexural strength for acceptance or verification purposes.

**C. Proportioning** *(Add the following:)*

For Class A and AP concrete utilizing an OGCMD procedure, ensure the concrete mix design is based on an absolute volume method for the class of concrete specified. Ensure the consistency of the concrete used for concrete pavement or curb and gutter is suitable for satisfactory placement of the concrete by slipform paving. Ensure OGCMD concrete mixtures are designed and produced in conformance with sections 414, 609, 610, 701, this special provision, and all appropriate special provisions in the contract. Ensure the OGCMD concrete used for high early strength concrete meets the minimum 28 day compressive strength requirement within 72 hours of placement. Submit an optimized gradation mix design at least 30 days before production to the Materials Engineer. Do not place any optimized gradation concrete until the mix design is reviewed and approved by the Materials Engineer.

Include at least the following information with each Optimized Gradation Concrete Mix Design:

- Project identification
- Name and address of the contractor and producer
- A unique mix design name along with the mix designs class designation
- Expected travel time from batch to placement
- Aggregate sources
- Gradations for each aggregate source. Sieve sizes shall include the 1 ½ in. [37.5mm], 1 in. [25.0mm], ¾ in. [19.0mm], ½ in. [12.5mm], ⅜ in. [9.5mm], No. 4 [4.75mm], No. 8 [2.36mm], No. 16 [1.18mm], No. 30 [600µm], No. 50 [300µm], No. 100 [150µm], and the No. 200 [75µm].
- Hydraulic cement type and source
- Types of cement replacement, if used, and sources

- Types of admixtures and sources
- Material proportions
- Combined gradation charts
  - Coarseness / Workability Chart
  - 0.45 Power Curve
  - Percent Retained Chart
- Air content
- Slump
- Unit weight
- Water / cementitious materials ratio
- Compressive and flexural strengths at 7 and 28 days
- Compressive strength at 72 hours for high early strength concrete
- When the combined aggregate gradation contains less than 40% natural sand fine aggregate, provide the results of the acid insoluble residue test described in OHDL-25 for the combined aggregate that passes the No. 4 [4.75mm] sieve.

The optimized gradation concrete mix design and the initial job mix formula are the responsibility of the contractor. Provide one uniquely named mix design for each type of portland cement concrete utilizing an optimized gradation. Ensure the job mix formula provided has a combined aggregate gradation that plots in Area II on a Coarseness/Workability Chart as described in OHDL-52. The initial job mix formula shall establish a single percentage of aggregate passing each required sieve in 701.01.B.(6). for the combined aggregate gradation. Ensure that all necessary quality control steps are taken to maintain control of the combined aggregates job mix formula and ensure that all field samples plot in area II as described in OHDL-52.

Ensure the combined aggregate that passes the No. 4 [4.75mm] sieve has an acid insoluble residue of at least 50% by weight when tested in accordance with OHDL-25.

Determining an optimum combined aggregate blend will require the use of all three combined gradation charts described in OHDL-52. Area II of the coarseness/workability chart will be the primary method used to ensure the aggregate combination will produce a concrete mixture with the appropriate properties for the intended application and placement method. Optimized Gradation Concrete Mix Designs that plot outside of Area II will not be approved. The 0.45 power curve and the percent retained chart will be used as secondary means to verify the coarseness/workability chart results and to identify areas deviating from a well graded aggregate combination. Any optimized gradation that plots more than three sieves outside the box or any one sieve that plots more than 3% outside the box on the percent retained chart of OHDL-52 may be rejected.

Submit new mix designs if:

1. The optimized gradation concrete mix design is rejected by the Materials Engineer,
2. The source of any material changes, or
3. The mix design produces unacceptable workability or production test results.

**701.05 FINE AGGREGATE**

B. General Requirements (*Add the following:*)

Fine Aggregate used for OGCMD Class A and AP concretes for Portland Cement Concrete Pavement does not have to meet the gradation requirements of section 701.05.C. Ensure OGCMD natural fine aggregates and manufactured fine aggregates when tested by means of laboratory sieves meet the following requirements:

<u>Sieve No.</u>	<u>Percent Passing</u>
½ inch [12.5mm]	100
No. 200 [75µm]	0.0 - 3.0

All natural sand sources of fine aggregate shall be from a fine aggregate source on the Approved Materials List for use in hydraulic cement concrete or limited use. All crushed fine aggregate (manufactured sand) in the mix shall be obtained from a coarse aggregate source on the Approved Materials List for use in hydraulic cement concrete .

**701.06 COARSE AGGREGATE** (*Add the following:*)

Coarse Aggregate used for OGCMD Class A and AP concretes for Portland Cement Concrete Pavement do not have to meet the gradation requirements of section 701.06. Ensure OGCMD Coarse Aggregate when tested by means of laboratory sieves meets the following requirements:

<u>Sieve No.</u>	<u>Percent Passing</u>
1 ½ inch [37.5mm]	100
1 inch [25mm]	95 - 100
No. 200 [75µm]	0.0 - 3.0

All OGCMD aggregate sources that have material retained on or above the ½ inch [12.5 mm] sieve will be considered coarse aggregate. Ensure all coarse aggregate is obtained from a source on the Approved Materials List for use in hydraulic cement concrete.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISIONS  
FOR  
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.

**855.01 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.

**855.02 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.

<b>Table 855:0A Composition</b>			
Component	Test Method	White <sup>1</sup>	Yellow <sup>1</sup>
Binder		20% min	20% min
TiO <sub>2</sub> , 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

<sup>1</sup> 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 Engineer'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 (ASTME28).

**(g) Color**

The daytime CIE chromaticity coordinates of the material must fall within an area having the following corner points:

<b>Table 855:0B</b>									
<b>Daytime CIE Chromaticity Coordinate Corner Points</b>									
	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:

<b>Table 855:0C</b>										
<b>Nighttime CIE Chromaticity Coordinate Corner Points</b>										
	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**

<b>Table 855:0D</b>	
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 Engineer may allow and accept the installation of temporary pavement markings in lieu of permanent markings at no additional cost to the Department. 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:

<b>Table 855:2 Minimum Retro-reflectivity</b>			
White		Yellow	
mcd/m <sup>2</sup> /lx	Contract unit price adjustment	mcd/m <sup>2</sup> /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 Department 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 Department 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 Department will not allow readings taken within the first or last 1 ft [0.3 m] of skip stripes.

For non-compliant measurements, the Engineer will require additional measurements to determine the extent of non-compliance.

The Department 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 Engineer's approval in writing before using a mobile retro-reflectometer system as an alternative measurement method.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISIONS  
FOR  
PLASTIC DRUMS**

These special provisions amend, and where in conflict, supersede applicable sections of the 2009 Standard Specifications for Highway Construction, English and Metric.

**880.02 MATERIALS** *(Replace with the following:)*

**B. Construction Signing and Traffic Control Materials**

**(10) Plastic Drums**

Provide two-piece breakaway drums in accordance with the MUTCD. The drums must accommodate conventional barricade warning lights that are in accordance with the NCHRP 350, Category I device requirements. These drums will be used as channelizing devices for construction and maintenance operations.

Provide plastic drums at least 36 in [900 mm] high and at least 18 in [450 mm] wide regardless of orientation. The plastic drum must be capable of withstanding 60 mph [100 km/h] winds, turbulence created by vehicles, and repeated movements during construction and maintenance operations. Ensure the top portion of the unit deforms and breaks away from the base upon vehicular impact. Ensure the base remains in place, allowing the vehicle to pass over it. Ensure the base weighs at least 40 lb, and the outside edge does not exceed 4 in [100 mm]. Provide rubber base collars that are clean cut, the proper size, black in color, and not curved at the top edges. Ensure the maximum diameter of the base does not exceed 36 in [900 mm].

Provide bright orange plastic drums that resist color fading. Ensure the plastic drum is crash worthy in accordance with the NCHRP 350. Ensure sheeting surfaces provide maximum adhesion of reflective sheeting to the drum body.

Provide weather tight drums designed to accept horizontal, circumferential bands of reflectorized sheeting, 4 in to 6 in [100 mm to 150 mm] wide. Provide drums with a D-shaped configuration at the base attachment point to minimize rolling after impact. Provide drums with enclosed tops, and drains to prevent water accumulation. Ensure that stacking the drums will not damage the reflective surface. Ensure each drum allows the attachment of two Type A or Type C conventional barricade warning lights. Provide warning lights capable of remaining attached during repeated impacts at speeds of at least 55 mph [88 km/h] and in accordance with NCHRP 350.

Provide drums that have alternating fluorescent orange and white horizontal circumferential stripes of retro-reflectorized sheeting. Ensure there shall be a minimum of two fluorescent orange and two white stripes, beginning with a fluorescent orange stripe at the top of the drum. If there are non-reflectorized spaces between the horizontal orange and white stripes, ensure they are no more than 2 in [50 mm] wide. Ensure the non-reflectorized portions of the drum are orange. Provide reflective sheeting that meets the requirements of the latest ASTM D4956, and the Federal Highway

Administration Luminance Factor for fluorescent orange, Type VI reboundable sheeting (see Table 880:2).

<b>Table 880:2</b>			
<b>Luminance Factor, <math>Y_T</math></b>			
Sheeting Type	Min	Max	Fluorescence Luminance Factor Limit $Y_F$
Fluorescent Orange	25	None	15

OKLAHOMA DEPARTMENT OF TRANSPORTATION  
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CS000300

REQUIRED LABOR PROVISIONS SAP PROJECTS

1-1-81  
REV. 5-20-91  
REV. 10-14-96  
REV. 9-1-97  
REV. 8-21-07  
REV. 6-23-08  
REV. 6-19-09

State Aid Labor Provisions will govern on  
this project.

The minimum wage required per hour for labor  
employed on this project shall be as follows;

Unskilled Labor	\$7.25 Per Hour
Intermediate Labor	\$7.25 Per Hour
Skilled Labor	\$7.25 Per Hour

OKLAHOMA DEPARTMENT OF TRANSPORTATION  
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CS000350

SPECIAL LABOR PROVISIONS FOR PROJECTS FINANCED W/STATE FUNDS

10-27-97

These contract provisions shall apply to all work performed on the contract by the contractor.

These provisions are supplemental elsewhere in the contract by special provisions which set forth certain predetermined minimum wage rates. The Contractor shall pay not less than these rates.

The time books of the Contractor shall be open to the inspection of the Engineers at any time.

The wages of labor shall be paid promptly in legal tender of the United States, except that this condition will be considered satisfied in payment is made by a negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount, without discount or collection charges of any kind. Where checks are used for payment, the Contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements.

OKLAHOMA DEPARTMENT OF TRANSPORTATION  
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SPECIAL PROVISIONS

CS001600

SAMPLE MAINTENANCE BOND

10-27-97

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, as Principal,  
and \_\_\_\_\_, a  
corporation organized under the laws of the state of \_\_\_\_\_ and  
authorized to transact business in the State of Oklahoma, as Surety,  
are held and firmly bound unto the State of Oklahoma, in the penal sum  
of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_) in lawful money of the United States of  
America, said sum being equal to the contract price, 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 assignees, jointly and severally, firmly by these presents.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_ The condition of this  
obligation is such that:

WHEREAS, said Principal entered into a written Contract with the  
State of Oklahoma, Department of Transportation,

dated \_\_\_\_\_, \_\_\_\_\_, for

SAMPLE

all in compliance with the plans and specifications, therefore, made  
a part of said contract and on file in the office of the State of  
Oklahoma, Department of Transportation, 200 N.E. 21st Street, Oklahoma  
City, Oklahoma 73105.

Now, therefore, if said Principal for the period of one year  
from and after the completion and acceptance of said project, shall  
maintain said projects against any failure due to defective  
workmanship or materials, then this obligation to be void, otherwise  
to remain in full force and effect.

It is further expressly agreed and understood by the parties  
hereto that this bond is extended to cover the payment of all labor  
and materials incurred in any maintenance or corrective work which  
may be required under the contract aforesaid.

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 therein fixed shall have  
the effect of releasing the surety from the obligations of this Bond.

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10-27-97

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to the 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. ATTEST: (Corporation)

\_\_\_\_\_  
PRINCIPAL (Surety Seal)

(SEAL) \_\_\_\_\_ By \_\_\_\_\_  
Secretary of the Corporation. Individual-A Member of the Firm  
Vice President  
(Acknowledgment for Contractor)  
Subscribed and sworn to before me \_\_\_\_\_  
this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ Surety  
\_\_\_\_\_

\_\_\_\_\_  
By \_\_\_\_\_  
Notary Public Its Attorney-in-Fact V. President  
APPROVED: State of Oklahoma, Dept. Transportation

My Commission Expires \_\_\_\_\_  
(NOTARY SEAL) By \_\_\_\_\_  
Director-Oklahoma Dept. Transportation

DATE: January 02, 2013

OKLAHOMA DEPARTMENT OF TRANSPORTATION  
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CONTRACT DISPUTE RESOLUTION PROCEDURE

CZ002300

OKLAHOMA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
CONTRACT DISPUTE RESOLUTION PROCEDURE

Rev. 09-27-12

This Special Provision supplements and where in conflict supersedes the provisions of Sections 104.06, 105.18, 108.07, 109.04 and 109.10 of the 2009 Standard Specifications for Highway Construction, English and Metric, as applicable. Units of measurement are provided in the subsections in both English and Metric equivalents. The units applicable for this project will be those specified in the project plans.

CONTRACT DISPUTE RESOLUTION PROCEDURE

SECTION 1.

(a) Contractors and Resident Engineers should use all reasonable efforts to reach accord as to changes and perceived changes in the nature and quantity of work to be performed. However, if the Contractor and the Resident Engineer cannot reach an immediate agreement which can be supported by a supplemental agreement under the contract or a change in plans, it will be the responsibility of the Contractor to initiate a claim. Claims must be initiated by providing oral notice of intent to file a claim followed, with written confirmation of the notice within seven(7) calendar days as provided in the Standard Specifications Section 104.06. The Contractor must provide written notice of intent to file a claim to the Resident Engineer identifying work which the Contractor believes is not covered by the contract before starting on the disputed work. If the Contractor believes that work in progress may, due to changed conditions, have become subject to a claim, the Contractor must submit his written notice of intent to file a claim before continuing with the affected work. The submission of a notice of intent to file a claim by a contractor in accordance with the Standard Specification Section 104.06 is a mandatory prerequisite for the consideration by the Department of any claim submitted under the terms of this contract. Failure to provide the required notice of intent to file a claim shall constitute a waiver of the claim. It is a condition precedent to any recovery on a claim under this Contract, that the Contractor must provide a written notice of intent to file a claim to the Resident Engineer pursuant to this Section 1.

(b) The claim must be submitted in the form required by Section 105.18 within ninety (90) calendar days of completion of the disputed or affected work. Failure to submit the claim within ninety (90) calendar



DATE: January 02, 2013

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days will preclude recovery of extra compensation or award of additional time for the disputed or affected work.

(c) The claim will be complete and will contain all of the information and the certification required by Section 105.18 when submitted. Requests for additional compensation will be documented as required by Section 109.04. Only those items listed in Section 109.04 will be considered as compensable for disputed or affected work. Requests for extension of contract time for completion of disputed or affected work will be considered in accordance with Section 108.07. Requests for extension of contract time must be supported by a critical path method (CPM) schedules prepared in accordance with the Standard Specification Section 108.03(b) reflecting both the planned construction schedule and the actual sequence of the construction. Compensation for delays caused by disputed or affected work will be paid only for those items listed in Section 109.10.

(d) The Resident Engineer will review and respond to the claim pursuant to the provisions of Section 105.18(D). Time for claims review by the Resident Engineer as specified in Section 105.18 will begin upon receipt of the claim by the Resident Engineer and determination by the Resident Engineer that the claim is complete. A claim is complete when the claim contains all information specified by Section 105.18 and such additional supporting information or documents as the Resident Engineer may deem necessary for proper evaluation of a specific claim. If the Resident Engineer requires additional information or documentation, the Contractor shall have fifteen (15) calendar days from the date of the Resident Engineer's request to provide the required information or documentation. Failure to provide requested information or documentation within the specific time will preclude recovery of extra compensation or award of additional time for the disputed or affected work. It is specifically agreed by the parties herein that, as a condition precedent to appeal the denial of a Contractor's claim to the Director of Operations, the Resident Engineer must deny the Contractor's claim in whole or in part pursuant to, and in compliance with, the provisions of this Section 1.

SECTION 2.

(a) In the event that a Contractor's claim is denied in whole or in part by the Resident Engineer, the Contractor may appeal this denial to the Director of Operations by:

1. Forwarding a copy of his claim in person or by certified mail with all supporting documents, the written response of the Resident Engineer if any, or a statement by the Contractor that no written response was issued by the Resident Engineer pursuant to Section 105.18(D), and any written agreement concerning the claim.

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2. Submit a statement setting forth in detail the grounds upon which the Contractor appeals the Resident Engineer's decision.

3. The appeal must be submitted to the Director of Operations within thirty (30) calendar days of the denial of the claim. If the appeal is not submitted within this time frame, the decision of the Resident Engineer shall become final and binding.

4. It is a condition precedent to any recovery on a written appeal of any denial of a Contractor's claim under this Contract, that the Contractor must provide a written appeal to the Director of Operations at the Department of Transportation at 200 NE 21st St., Oklahoma City, OK 73105-3204

(b) Upon receipt of the appeal and all documents set forth in Subsection (a) of this section, the Director of Operations shall review the Contractor's claim and determine if additional documentation, information, or other factual data are required to make a final decision on the Contractor's claim. If additional information is required, the Director of Operations shall, within thirty (30) calendar days, notify the Contractor in writing stating what additional information is required. The Contractor shall thereafter have fifteen (15) calendar days to provide the requested information unless otherwise agreed in writing. Failure to provide the requested information within the time provided shall void any claims dependent upon such additional information and shall result in the decision of the Resident Engineer becoming final and binding as to all matters for which additional information was requested. Within forty-five (45) calendar days of receipt of the requested additional information, or if additional information is not requested within forty-five (45) calendar days of the receipt of the appeal, the Director of Operations may dispose of the claim by change order or supplemental agreement in accordance with Section 104.04 of the Standard Specifications. If no agreement is executed between the Department and the Contractor within that forty-five (45) calendar days, the Director of Operations within five (5) calendar days thereafter shall issue his decision on each item of the Contractor's appeal. The decision shall state, as to each item of the appeal, whether the item is approved in whole or in part, or disapproved. If all or part of an item is disapproved, the Director of Operations shall cite his basis for disapproval. The Director of Operations' decision shall be mailed to the Contractor by certified mail. In the event that the Director of Operations shall fail to issue his decision in the time provided in this section and any extensions agreed to in writing by the Department and the Contractor, the claim shall be deemed denied as to any matter not previously agreed to in writing and the Contractor may proceed with his claim as set forth in Section 3 to mediate the claim dispute or the Contractor will forfeit any further

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right to pursue the claim in any forum. It is specifically agreed by the parties herein that, as a condition precedent to mediating a Contractor's claim, the Contractor's appeal must be denied in whole or in part by the Director of Operations pursuant to, and in compliance with, the provisions of this Section 2.

SECTION 3.

(a) If the Contractor is dissatisfied with the final decision of the Director of Operations, the Contractor must request mediation of his claim in accordance with the most current Edition of the Construction Industry Mediation Rules of the American Arbitration Association, as such rules are herein modified. The request for mediation shall be made within forty-five (45) calendar days of the date of the Director of Operations' final decision or denial of the claim pursuant to the provisions of Section 2.

(b) The Construction Industry Mediation Rules of the American Arbitration Association as applicable to Contractor's claims resulting from contracts with the Department are modified and amended to provide that the mediation shall be held at the Department of Transportation Building in Oklahoma City, Oklahoma, or at any other convenient location agreeable to the mediator and the parties.

(c) Mediation may be continued as required to promote optimum utilization and success with this dispute resolution procedure. If mediation is considered at an impasse by the mediator, the mediator may terminate mediation as provided by the Mediation Rules. It is specifically agreed by the parties herein that, as a condition precedent to filing any legal action in the District Court of the State of Oklahoma, the Contractor's claim must be mediated pursuant to this Section 3, and the mediation must have been terminated under the Mediation Rules without a settlement agreement of the parties.

SECTION 4.

(a) If mediation is unsuccessful and the Contractor desires to further pursue resolution of a disputed claim, the Contractor may seek relief by filing an action in district court within ninety (90) days of the termination of mediation as provided by the laws of the State of Oklahoma. In all such instances, only those claims which have been presented for consideration in accordance with the Standard Specifications and the dispute resolution procedure provided in these special provisions may be the subject of an action in district court. In all such actions, venue shall be the District Court in Oklahoma County. It is specifically agreed by the parties to this contract that, as an exception to 12 O.S. Section 936, actions brought under this contract shall not be subject to the award of costs or attorney's fees to the prevailing party. It is specifically agreed by the parties that,

DATE: January 02, 2013

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as a condition precedent to the filing of any Contractor claim, counterclaim, third-party claim or set off, and any recovery thereon in a legal action in district court, such Contractor claim, counterclaim, third-party claim or set off must have been included as part or all of the Contractor's claim presented pursuant to Sections 1, 2, and 3 of this Contract Dispute Resolution Procedure or it will be waived by the Contractor in any further action.

(b) The Department and the Contractor may agree to jointly petition for any action to be referred for binding arbitration by order of the district court. As a part of any joint petition for binding arbitration, the parties shall stipulate that such arbitration shall be conducted under the most current Edition of Construction Industry Arbitration Rules of the American Arbitration Association and that such rules shall be modified and amended as follows:

1. Hearings shall be held at the Department of Transportation building in Oklahoma City, Oklahoma, except as may be otherwise agreed by the arbitrator and the parties.
2. Except as mutually agreed by the parties, the dispute shall be heard and determined by one neutral arbitrator.
3. The arbitrator shall not award interest, costs of the prosecution, or defense of the claim, or attorney fees.
4. The decision or award by the arbitrator when made shall be final and non-appealable except as provided in the Uniform Arbitration Act, 12 OS Section 1851 et seq. Both the Contractor and the Department of Transportation shall be bound by the arbitration award for all purposes, and judgment may be entered upon it in accordance with applicable law.

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SPECIAL PROVISIONS

CZ002850

NO.2 PROPOSAL SHEET

Jan., 1962  
Rev. October 1986  
Rev. January 1988

The undersigned, as bidder, declares under oath that the only person or parties interested in the foregoing proposal as principals are those named herein: that this proposal is made without either, directly or indirectly, entering into any agreement, participating in any collusion or otherwise taking any action in restraint of free competitive bidding in connection therewith; that the undersigned has no financial interest in, or other affiliations in a business way with any other bidder for the contract on this project; that careful examination of the form of contract, instructions to bidders, profiles, grades, specifications, and the plans has been made, and that careful examination of the locations, conditions and classes of materials of the proposed work has been made; and the undersigned agrees to provide all the necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer, at the unit price as above set forth.

It is understood that in case of any discrepancy between the plans, general specifications and the special provisions, the plans will govern over Standard Specifications and Supplemental Specifications; Supplemental Specifications will govern over Standard Specifications; Special Provisions will govern over Standard Specifications, Supplemental Specifications and plans.

The undersigned further proposes to enter into the contract and furnish satisfactory bond to the Department of Transportation within ten days of award to the undersigned; to commence work as directed by the work order from the Construction Engineer; and to complete the entire work within the allotted contract time after work is authorized. The time limit and other limiting conditions herein set forth are hereby accepted and if such requirements are changed by bidder, it is understood that such change will invalidate this bid.

In considering award of contract the Oklahoma Transportation Commission may require a schedule of equipment the bidder proposes to use on this project and a schedule showing progress to be made during construction.

Attached is a Certified or Cashier's Check or Bid Bond equal to five percent (5%) of the bid made payable to the Oklahoma Department of Transportation as a guarantee of good faith and which if the contract is awarded to the undersigned, it is agreed will be forfeited as liquidate damages to the State of Oklahoma in the event of failure of the undersigned to enter into contract and furnish satisfactory bond to the Department of Transportation within ten days after award.

OKLAHOMA DEPARTMENT OF TRANSPORTATION  
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CZ002975 \* BIDDER'S AFFIDAVIT - STATEMENT UNDER PENALTY  
BID PROPOSAL AFFIDAVIT  
STATEMENT UNDER PENALTY OF PERJURY OF PERJURY  
09/29/11

I \_\_\_\_\_, as the prospective participant or as the authorized agent of \_\_\_\_\_ the Firm, Association or Corporation submitting this bid, and with full knowledge and authority, do hereby make and sign this unsworn statement under penalty of perjury:

A. I have read and agree to be bound by the provisions of Special Provisions Text CZ002300, Special Provisions For Contract Dispute Resolution which provides a required succession of actions for contract dispute resolution which is incorporated with this bid and made a part of this bid proposal.

B. I have read and agree to comply with and be bound by the provisions of Special Provisions Text 109-8(a-b)09, Special Provisions For Payments To Subcontractors, to which requires prompt payment for services or materials provided by subcontractors, service companies or material suppliers which is incorporated with this bid and made a part of this bid proposal. (49 CFR 26.29)

C. I understand that the provisions of FHWA Form 1273 are incorporated by reference into this agreement and that all subcontracts which may be entered into for the purposes of performing work required in this bid shall be subject to the provisions of FHWA Form 1273 shall have FHWA Form 1273 incorporated therein.

D. I state under penalty of perjury that neither I nor any owner, officer or employee of the above named firm, association or corporation I represent, have either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the bid submitted herewith. (23 CFR 635.112)

E. I hereby make the following disclosures concerning business relationships:

1. As the prospective participant or as the authorized agent of the above named firm, association or corporation, I am authorized to submit this bid. As the maker of this unsworn statement, I hereby disclose the nature and existence of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, consulting engineer, or other party to the project, or any of their employees is as follows: \_\_\_\_\_

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2. That any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the above named company, and any officer or director of the architectural or engineering firm, or other party to the project is as follows: \_\_\_\_\_

3. That the names of all persons having any such business relationship and the positions they hold with their respective companies or firms are as follows: \_\_\_\_\_

(If none of the business relationships herein above mentioned exist, maker of this unsworn statement should so state by entering the word NONE after each statement. (61 O.S. Section 108))

F. For purposes of submission of this competitive bid, I certify:

1. I am the duly authorized agent of the above named firm, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the fact pertaining to the existence of collusion among bidders and between bidders and state officials or employees, 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 have 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:

a. to any collusion among bidders in a restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,

b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

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4. I certify, if awarded the contract, whether competitively bid or not, neither the Contractor 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 the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.(74 O.S. Section 85.22)

G. I certify that neither I nor any owner, officer or other principal of the firm, organization or corporation submitting this bid;

1. Are presently excluded or disqualified;

2. Are presently indicted for or otherwise criminally charged by a governmental entity, (Federal, State or local) with commission of, or have been convicted or subject to civil judgment within the past three (3) years for, any of the following offenses:

a. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction;

b. Violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging;

c. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or

d. Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects my present responsibility;

3. Have had one or more public transactions, (Federal, State or local), terminated within the preceding three (3) years for cause or default.(49 CFR 29.335)

H. I understand that if the project which is subject to this bid proposal is financed in whole or part by federally furnished funds, that if I or the firm, association or corporation I represent or any owner, officer, employee or agent thereof knowingly makes a false statement, representation, report or claim as to the character, quality, quantity or cost of materials used or to be used, the quantity or quality of work performed or to be performed, or make any false statement or representation as to a material fact in any statement, certificate or report, that I, other responsible individual, or the firm, association or corporation I represent, may be subject to prosecution under the laws of the United States. (18 USC Sections 1001, 1020)



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\_\_\_\_\_  
Name of Contractor as shown on  
Prequalification Application

\_\_\_\_\_  
Date and Place

\_\_\_\_\_  
Signature of Prospective Participant

\_\_\_\_\_  
Printed name of Prospective Participant

\_\_\_\_\_  
The Maker of this Statement's title or  
position with Prequalified Contractor

UNSWORN STATEMENT UNDER PENALTY OF PERJURY INFORMATION:

By affixing his/her signature to this unsworn statement, the bidder understands that he/she is under penalty of perjury and is fully bound thereby.

