OKLAHOMA DEPARTMENT OF TRANSPORTATION

200 NE 21ST STREET
OKLAHOMA CITY, OK 73105

* * * * * * PROPOSAL * * * * *

CONTRACT ID: 160315

STAPLE BID BOND TO BACK OF PROPOSAL

BIDS RECEIVED UNTIL 10:30 A.M. ON
September 15, 2016 AT ODOT, OKLAHOMA CITY

JOB PIECE NO. FEDERAL AID PROJECT NO.
2803604 (US-277) ACSTP-217C(029) SS COTTON

DESCRIPTION: BRIDGE AND APPROACHES

LOCATION: US-277: OVER DEEP RED CREEK AND OVERFLOWS, 0.7 MI, 1.0 MI
AND 1.2 MI SOUTH OF THE H.E. BAILEY TURNPIKE NEAR RANDLETT.

LENGTH: 1.124 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: * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

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.
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., September 15, 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) $ 121.38, X-SEC $ 36.84 + 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 its 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, its recipients, sub-recipients, and contractors.

Description of work and location of project: ACSTP-217C(029) SS US-277 COTTON BRIDGE AND APPROACHES US-277: OVER DEEP RED CREEK AND OVERFLOWS, 0.7 MI, 1.0 MI AND 1.2 MI SOUTH OF THE H.E. BAILEY TURNPIKE NEAR RANDLETT.

STATE OF OKLAHOMA, DEPARTMENT OF TRANSPORTATION - By: Mike Patterson, Director.
OKLAHOMA DOT
BAMS/PES - PROPOSAL AND ESTIMATION SYSTEM

CONTRACT REQUIREMENTS August 15, 2016
CONTRACT ID: 160315

11/25/2014

CONTRACT TIME ALLOTTED FOR THIS PROJECT IS 300 CALENDAR DAYS.

DISADVANTAGE BUSINESS ENTERPRISES: REQUIRED PARTICIPATION IS 3.00%.

******************************************************************************
* 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. *
******************************************************************************
## OKLAHOMA DEPARTMENT OF TRANSPORTATION

**SCHEDULE OF PRICES**

**DATE:** August 15, 2016

**CONTRACT ID:** 160315

**PROJECT(S):** 2803604

**US-277**

Bidder must enter all unit prices, make all extensions and total the bid.

<table>
<thead>
<tr>
<th>LINE</th>
<th>ITEM</th>
<th>APPROX.</th>
<th>UNIT PRICE</th>
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BIDDER MUST ENTER ALL UNIT PRICES, MAKE ALL EXTENSIONS AND TOTAL THE BID.

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OKLAHOMA DEPARTMENT OF TRANSPORTATION

SCHEDULE OF PRICES

DATE: August 15, 2016

CONTRACT ID: 160315
J.P. NUMBER 2803604
PROJECT(S): 2803604
US-277

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

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OKLAHOMA DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PRICES  
DATE: August 15, 2016

CONTRACT ID: 160315  
PROJECT(S): 2803604  
J.P. NUMBER 2803604  
US-277

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**OKLAHOMA DEPARTMENT OF TRANSPORTATION**

**CONTRACT ID:** 160315  
**J.P. NUMBER:** 2803604  
**PROJECT(S):** 2803604  
**US-277**

**DATE:** August 15, 2016  
**REVISED:**

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

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| SECTION 0001 TOTAL |

| SECTION 0002 BRIDGE 'A' - NBI # 06583 |

**NOTE:** Please refer to the original document for the complete details and accuracy.
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**OKLAHOMA DEPARTMENT OF TRANSPORTATION**

**SCHEDULE OF PRICES**

**CONTRACT ID:** 160315  
**J.P. NUMBER:** 2803604

**PROJECT(S):**  28G3604  
**US-277**

**DATE:** August 15, 2016  
**REVISED:**

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

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OKLAHOMA DEPARTMENT OF TRANSPORTATION

DATE: August 15, 2016

SCHEDULE OF PRICES

REVISED:

CONTRACT ID: 160315
J.P. NUMBER 2803604
PROJECT(S): 2803604
US-277

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

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BID AMOUNT:

1 DOLLARS 471.300
265.000
1350.000
146090.000
45.000
15.000
246.000
813.000
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813.000
**OKLAHOMA DEPARTMENT OF TRANSPORTATION**  
**CONTRACT ID: 160315**  
**J.P. NUMBER 2803604**

**DATE: August 15, 2016**  
**PROJECT(S): 2803604 US-277**

**SCHEDULE OF PRICES**

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

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OKLAHOMA DEPARTMENT OF TRANSPORTATION  
PROJECT(S): 2803604  
DATE: August 15, 2016

CONTRACT ID: 160315  
J.P. NUMBER 2803604  
PROJECT(S): 2803604  
US-277

SCHEDULE OF PRICES

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SECTION 0003 TOTAL

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| 0113 | BACKFILL | 247.000 |
|      | CY |   |
| 0114 | CONCRETE BEAMS (TYPE III) | 836.100 |
|      | LF |   |
| 0115 | SLAB | 384.400 |
|      | SY |   |
| 0116 | GROOVING | 1313.600 |
|      | SY |   |
| 0117 | EXPANSION JOINT | 49.100 |
|      | LF |   |
OKLAHOMA DEPARTMENT OF TRANSPORTATION

DATE: August 15, 2016

SCHEDULE OF PRICES

CONTRACT ID: 160315  PROJECT(S): 2803604
J.P. NUMBER 2803604  US-277

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## OKLAHOMA DEPARTMENT OF TRANSPORTATION

**DATE:** August 15, 2016

**SCHEDULE OF PRICES**

**REVISED:**

**CONTRACT ID:** 160315

**PROJECT(S):** 2803604

**J.P. NUMBER:** 2803604

**US-277**

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**SECTION 0005 TRAFFIC**

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| 0144 | ALUMINUM SIGNS | | SF | | |
| 851(C) | 8324 2" SQUARE | | 197.000 | | |
| 0145 | TUBE POST | | LF | | |
## SCHEDULE OF PRICES

**CONTRACT ID:** 160315  
**J.P. NUMBER:** 2803604  
**PROJECT(S):** 2803604  
**US-277**  

**DATE:** August 15, 2016  

**OKLAHOMA DEPARTMENT OF TRANSPORTATION**  

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

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**SECTION 0006 STAKING**

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OKLAHOMA DEPARTMENT OF TRANSPORTATION

CONTRACT ID: 160315
J.P. NUMBER 2803604

PROJECT(S): 2803604
US-277

SCHEDULE OF PRICES

DATE: August 15, 2016

REVISED:

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

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| OK160018 |
| WAGE RATES |
| CORPS OF ENGINEERS PERMIT |

| CF000050 |
| REPORTING OF BID RIGGING |
| CF000101 |
| TITLE VI - NON-DISCRIMINATION CLAUSE |
| CF000200 |
| RESIDENCE REQUIREMENTS FOR LABOR ON FEDERAL AID PROJECTS |
| CF000501 |
| CERTIFICATION FOR FEDERAL-AID CONTRACTS |
| CF000502 |
| REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION (PHWA 1273) |
| CF000503 |
| CARGO PREFERENCE ACT (CPA) REQUIREMENTS |
| CF000800 |
| NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION |
| CF000900 |
| STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY |
| CF001000 |
| ON-THE-JOB TRAINING (OJT) PROGRAM |
| CF001700 |
| CONTRACTORS AFFIDAVIT |
| CX00210B |
| * DISADVANTAGED BUSINESS ENTERPRISES PROGRAMS |
| CX00220A |
| * D. B. E. ASSURANCE |
| CZ002300 |
| CONTRACT DISPUTE RESOLUTION PROCEDURE |
| CZ002850 |
| NO.2 PROPOSAL SHEET |
| CZ002975 |
| * BIDDER’S AFFIDAVIT - STATEMENT UNDER PENALTY |
These Special Provisions revise, amend, and where conflict, supersede applicable Sections of the 2009 Standard Specifications for Highway Construction, English and Metric.

(Add the following:)

104.19 UTILITY RELOCATION INFORMATION

Utility facilities will be removed, relocated, adjusted and/or abandoned in place in accordance with separate agreements between the Oklahoma Department of Transportation and the respective utility owners at the herein designated locations.

The Contractor is forewarned that a portion of such work will be under way concurrently with the Contractor's work under this Contract.

The following utility forces will be working within the construction limits covered by this contract:

1. OWNER: TILLMAN COUNTY RWD #1

UTILITY INVOLVED AND LOCATION: There is a parallel 3.5" waterline on the left side of the roadway for the extents of the project.

PROPOSED REARRANGEMENTS: The parallel waterline will be relocated to 4' inside the left proposed right-of-way from approximate Sta. 575+00L to Sta. 635+00L.

REMARKS: Based on available information at this time, it is anticipated that the relocations can be completed by October 8, 2016.

2. OWNER: SANTA ROSA TELEPHONE

UTILITY INVOLVED AND LOCATION: There is a parallel underground fiber optic communication facility on the left side of the roadway for the extents of the project.

PROPOSED REARRANGEMENTS: The fiber optic facility will be relocated to 12' in side the left proposed right-of-way from approximate Sta. 574+00L to 643+00L.

REMARKS: Based on available information at this time, it is anticipated that the relocations can be completed by October 8, 2016.
3. OWNER: COTTON ELECTRIC COOPERATIVE

UTILITY INVOLVED AND LOCATION: There is a 3 phase overhead electric facility with wooden poles on the left side of the roadway for the extents of the project.

PROPOSED REARRANGEMENTS: The overhead electric facility will be relocated to 16' inside the proposed right-of-way from approximate Sta. 575+00L to 642+00L.

REMARKS: Based on available information at this time, it is anticipated that the relocations can be completed by October 8, 2016.

4. OWNER: AT&T

UTILITY INVOLVED AND LOCATION: There is a 24 strand fiber optic communication facility on the left side of the roadway for the extents of the project.

PROPOSED REARRANGEMENTS: The fiber optic facility will be relocated to 8' inside the proposed right-of-way from approximate Sta. 575+00L to 643+00L.

REMARKS: Based on available information at this time, it is anticipated that the relocations can be completed by October 15, 2016.

5. OWNER: WINDSTREAM COMMUNICATIONS

UTILITY INVOLVED AND LOCATION: There is a 24 strand fiber optic communication facility on the right side of the roadway for the extents of the project.

PROPOSED REARRANGEMENTS: The fiber optic facility will be relocated to 4' inside the proposed right-of-way from approximate Sta. 575+00R to 643+00R.

REMARKS: Based on available information at this time, it is anticipated that the relocations can be completed by October 8, 2016.
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
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 2nd paragraph with the following:)

The Contractor may request a winter time suspension of time charges and work during the time period between December 21st and the following February 15th. The Contractor must make this request in writing to the 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 15th.

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 **FEBRUARY 16, 2017**. 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.
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:)

109.13 PRICE ADJUSTMENT FOR FUEL

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

A. Payment

Payment will be made to the Contractor for monthly fluctuation in the price of diesel fuel used in performing the applicable items of earthwork as listed in Table 109:1 below when the fuel price fluctuates by more than 3% from the base price defined below. Payments may be positive, negative, or nonexistent depending on the circumstances. Payments or deductions will only be calculated on that portion of the fuel price fluctuation that exceeds the 3% specified above. Payments or deductions for the fuel price adjustment will be included in the Contractor’s progressive estimates, and the payment or deduction authorized for each estimate will be based upon the algebraic difference between the quantities for applicable items of work.

The Fuel Price Adjustment will be a dollar amount paid as compensation to the Contractor, or as a credit to the Department as reflected on the Progressive (or Final) Estimate Summary Report as Line Item Adjustments.

B. Fuel Price Adjustment (FPA)

The Fuel Price Adjustment for the current estimate will be computed according to the following formula:

\[
FPA = Q \times F \times D
\]

where

<table>
<thead>
<tr>
<th>Symbol</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>FPA</td>
<td>Fuel Price Adjustment, in dollars.</td>
</tr>
<tr>
<td>Q</td>
<td>The algebraic difference between the quantities for the applicable items on the current estimate and the quantities shown on the previous estimate.</td>
</tr>
<tr>
<td>F</td>
<td>The Fuel Use Factor for the applicable items of work subject to this price adjustment, as listed in Table 109:1.</td>
</tr>
<tr>
<td>D</td>
<td>Allowable price differential, in dollars.</td>
</tr>
</tbody>
</table>
Table 109:1
Fuel Use Factors

<table>
<thead>
<tr>
<th>ITEM OF WORK</th>
<th>SPECIFICATION NUMBER</th>
<th>FUEL USE FACTOR PER UNIT (English and Metric units)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unclassified</td>
<td>202(A)</td>
<td>0.30 gal. per cubic yard</td>
</tr>
<tr>
<td>Excavation</td>
<td>202(D)</td>
<td>0.39 gal. per cubic meter</td>
</tr>
<tr>
<td>Unclassified</td>
<td>202(F)</td>
<td></td>
</tr>
<tr>
<td>Borrow</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Embankments</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

When the units of measure in this contract for the items of work listed in the table do not correspond with the units shown in the table (i.e. Embankment paid lump sum, etc.), those items will not be subject to the terms of this special provision or any fuel price adjustment.

The allowable price differential, “D”, for the current estimate will be computed according to the following formulas:

When the current price, \( P \), is greater than the base price, \( P_{(b)} \):

\[
D = P - [1.03 \times P_{(b)}], \text{ but not less than zero.}
\]

When the current price, \( P \), is less than the base price, \( P_{(b)} \):

\[
D = P - [0.97 \times P_{(b)}], \text{ but not greater than zero.}
\]

\( P \), the fuel current price, in dollars per gallon, is the Monthly Fuel Price Index for the month in which the estimate pay period ends.

\( P_{(b)} \), the fuel base price in dollars per gallon, is the Monthly Fuel Price Index for the month in which the bids for the work were received.

The Department will establish the Monthly Fuel Price Index each month and post the information to the ODOT website at:

http://www.okladot.state.ok.us/contractadmin/pdfs/fuel-index.pdf

C. Fuel Price Index Determination

The Monthly Fuel Price Index will be determined by using the 5-Day Average rack price for No. 2 Red-Dyed Distillate (Diesel Fuel) - ULS (Ultra Low Sulfur), as listed for Oklahoma City, in the Weekly Newsletter published by the Oil Price Information Service (OPIS). The issue of the Weekly Newsletter used will be for the last full week in the previous month received by the Department prior to the first day of the index month. If the specified publication ceases to be available for any reason, the Department, at its discretion, will select and begin using a substitute price source or index to establish the Monthly Fuel Price Index.
D. Differing Quantities

Items included in the contract that are listed in the table above are subject to adjustment in accordance with this provision, regardless of any amount of overrun to the plan quantity.

If the final audited quantity for an item deviates from the total quantity previously paid to date on the last progressive estimate for that item by ten percent (10%) or less, then the quantity for the item will be considered acceptable for the purposes of this provision only and no further fuel price adjustments, neither increase nor decrease, will be made.

If the final audited quantity deviates from the total quantity previously paid to date on the last progressive estimate by more than ten percent (10%) for an item, then the entire amount of the deviation will either be added for that item, or deducted in the case of an overpayment in quantities, based on prorating the amount of deviation in relation to the partial quantities and the index used for each specific pay period previously paid on each progressive estimate.

E. Extra Work

Any new earthwork items added to the contract by supplemental agreement that are listed in the table above, will be subject to the fuel price adjustments in accordance with this provision. The fuel base price, P_{cb}, for any newly added eligible items will be the same P_{cb} as the eligible items in the contract and the new unit price established by supplemental agreement will be determined accordingly.
OKLAHOMA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS
FOR
PRICE ADJUSTMENT FOR ASPHALT BINDER

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:)

109.12 PRICE ADJUSTMENT FOR ASPHALT BINDER

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

A. Payment

Payment will be made to the Contractor for monthly fluctuation in the price of asphalt binder used in performing the applicable items of Asphalt Concrete work as listed in the table below when the asphalt binder price fluctuates by more than 3% from the base price defined below. Payments may be positive, negative, or nonexistent depending on the circumstances. Payments or deductions will only be calculated on that portion of the asphalt binder price fluctuation that exceeds the 3% specified above. Payments or deductions for the asphalt binder price adjustment will be included in the Contractor’s progressive estimates; and the payment or deduction authorized for each estimate will be based upon the algebraic difference between the quantities for applicable items of work.

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

B. Asphalt Binder Price Adjustment (ABPA)

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

\[ ABPA = Q \times F \times D \]

where

- \( ABPA \) = Asphalt binder price adjustment, in dollars;
- \( Q \) = The algebraic difference between the quantities for the applicable items on the current estimate and the quantities shown on the previous estimate, in tons of mix;
- \( F \) = The Asphalt Binder Use Factor for the applicable items of work subject to this price adjustment, as listed in Table 109:1;
- \( D \) = Allowable price differential, in dollars.
### Table 109:1
Asphalt Binder Use Factor

<table>
<thead>
<tr>
<th>ITEM OF WORK</th>
<th>SPECIFICATION NUMBER</th>
<th>ASPHALT BINDER USE FACTOR PER UNIT (English and Metric units)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permeable Friction Course</td>
<td>405</td>
<td>0.062 ton of binder per ton of mix</td>
</tr>
<tr>
<td>Open Graded Friction Surface Course</td>
<td>406</td>
<td>0.058 ton of binder per ton of mix</td>
</tr>
<tr>
<td>Asphalt Concrete, Type S-2</td>
<td>411(A)</td>
<td>0.037 ton of binder per ton of mix</td>
</tr>
<tr>
<td>Asphalt Concrete, Type S-3</td>
<td>411(B)</td>
<td>0.042 ton of binder per ton of mix</td>
</tr>
<tr>
<td>Asphalt Concrete, Type S-4</td>
<td>411(C)</td>
<td>0.048 ton of binder per ton of mix</td>
</tr>
<tr>
<td>Asphalt Concrete, Type S-5</td>
<td>411(D)</td>
<td>0.053 ton of binder per ton of mix</td>
</tr>
<tr>
<td>Asphalt Concrete, Type S-6</td>
<td>411(E)</td>
<td>0.058 ton of binder per ton of mix</td>
</tr>
<tr>
<td>SMA</td>
<td>411(F)</td>
<td>0.062 ton of binder per ton of mix</td>
</tr>
<tr>
<td>Asphalt Concrete, Type RBL</td>
<td>411(G)</td>
<td>0.054 ton of binder per ton of mix</td>
</tr>
<tr>
<td>Asphalt Concrete, Type RIL</td>
<td>411(J)</td>
<td>0.054 ton of binder per ton of mix</td>
</tr>
</tbody>
</table>

When the units of measure in this contract for the items of work listed in the table do not correspond with the units shown in the table (i.e. Asphalt Concrete paid by the square yard, etc.), those items will not be subject to the terms of this special provision or any asphalt binder price adjustment.

The allowable price differential, “D”, for the current estimate will be computed according to the following formulas:

<table>
<thead>
<tr>
<th>Formula</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ D = P - [1.03 \times P(b)] ], but not less than zero.</td>
<td>When the current price, ( P ), is greater than the base price, ( P(b) ).</td>
</tr>
<tr>
<td>[ D = P - [0.97 \times P(b)] ], but not greater than zero.</td>
<td>When the current price, ( P ), is less than the base price, ( P(b) ).</td>
</tr>
</tbody>
</table>

\( P \), the asphalt binder current price in dollars per ton (mton), is the Monthly Asphalt Binder Price Index for the month in which the estimate pay period ends.

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

The Department will establish the Monthly Asphalt Binder Price Index each month and post the information to the Department website at:

http://www.okladot.state.ok.us/contractadmin/pdfs/binder-index.pdf
C. Asphalt Binder Index Determination

The Monthly Asphalt Binder Price Index will be determined by calculating the average of the minimum and maximum prices for performance-graded binder using the Selling Price of PG64-22 paving grade, as listed under “Midwest/Mid-Continent Markets - MISSOURI/KANSAS/OKLAHOMA - Tulsa, Oklahoma/Southern Kansas”. The publication used to establish each Monthly Asphalt Binder Price Index will be the Asphalt Weekly Monitor® furnished by Poten & Partners, Inc. The issue of the Asphalt Weekly Monitor® used will be for the last full week in the previous month received by the Department prior to the first day of the index month. If the specified publication ceases to be available for any reason, the Department at its discretion will select and begin using a substitute price source or index to establish the Monthly Asphalt Binder Price Index.

D. Supplemental Items Subject to Adjustment

Items included in the contract that are listed in the table above are subject to adjustment in accordance with this provision, regardless of any amount of overrun to the plan quantity. Any new items of work added to the Contract by supplemental agreement that are listed in the table above, will be subject to the asphalt binder price adjustments in accordance with this provision. The base asphalt binder price, $P_{(o)}$, for any newly added eligible items will be the same $P_{(o)}$ as the eligible items in the Contract and the new unit price established by supplemental agreement will be determined accordingly.
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 PROVISION  
FOR  
AGGREGATE BASE

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

(Replace with the following:)

303.01 DESCRIPTION

This work consists of providing and placing one or more layers of aggregates, and specified additives, on a prepared subgrade or subbase using conventional equipment and methods for incorporating water into the aggregate base material and spreading it onto the subgrade.

303.02 MATERIALS

Provide aggregate material for the gradation type shown on the Plans (Type A, Type B or Type C) in accordance with Subsection 703.01, “Aggregate for Aggregate Base.”

During aggregate production, do not change the approved gradation type or source, unless the Engineer approves another gradation type or source in writing.

303.03 EQUIPMENT

A. Stationary Plant

Provide a central mixing plant of the pugmill type, rotary drum type, or continuous type of mixer. Establish stationary plant location within reasonable proximity to the project in order to deliver the aggregate base material at the proper moisture and consistency requirements.

B. Traveling Plant

Provide a traveling plant of the type that picks up the material from a windrow or from a blanket of loose material. The mixer may be of the pugmill or auger type, or of the transverse shaft type that mixes the materials by means of revolving paddles that lift all the loose material from the working area.

Ensure the traveling plant has provisions for introducing the water at the time of mixing, through a metering device, or by other approved methods, and can apply the water by means of controls which will supply a uniform ratio of water in the approximate amount required for optimum moisture.
Ensure the device by which the mixing machine picks up the material can be controlled and operated on each pass of the mixer as to pick up all the material to be treated and at the same time avoid cutting into the working area.

C. Compactor

Provide a self propelled, steel wheeled compactor weighing at least 10 ton [9 metric ton].

303.04 CONSTRUCTION METHODS

A. Preparation of Subgrade

Prepare the subgrade in accordance with Subsection 310.04.B, “Subgrade Method B for All Other Subbases, Bases, Pavement, or Surface,” or as required by the Contract.

B. Preparation of Existing Base Course

Prepare existing aggregate base course in accordance with Section 311, “Processing Existing Base and Surface,” or as required by the Contract.

C. Mixing Aggregate Base

Uniformly mix aggregate base materials and water using a stationary or traveling plant at outside locations, or using on-grade mixing methods to achieve a uniform material near optimum moisture. On-grade mixing methods must not cause instability to the underlying subgrade material due to moisture saturation. If instability is caused, the methods must be suspended and improved to eliminate that condition.

(1) Stationary Plant

Uniformly mix the aggregate and water in an approved central mixing plant (pugmill, rotary drum, or continuous mixer). Add water during the mixing operation to achieve the proper moisture content for compaction in accordance with Subsection 303.04.E, “Shaping and Compaction.”

(2) Traveling Plant

Perform the following steps to uniformly mix the aggregate and water using a traveling plant:

- Clean the specified area of vegetation and deleterious materials.
- Overlay the specified area with at least 3 in [75 mm] of base material and compact to achieve a work table for mixing operations.
- If the mixing machine requires a blanket of material, spread the windrow to a uniform depth and width consistent with the machine’s capability.
- Add water during the mixing operation to achieve the proper moisture content for compaction in accordance with Subsection 303.04.E, “Shaping and Compaction.” Avoid
using excess water during mixing and compaction to prevent undue softening of the subgrade.

- Ensure the device used to pick up the material does not contaminate the mixture by cutting into the work table.
- Continue mixing until the aggregate and water are evenly distributed and a uniform mixture is produced, meeting specification requirements.
- During the mixing process, adjust the mixing equipment to prevent material from moving in a longitudinal direction.

(3) On-Grade Mixing

During the mixing of the aggregate base material and water, moisten the base material as close to optimum moisture content as practical prior to its placement to minimize the amount of water that must be uniformly mixed on the subgrade. Apply additional water as needed accurately and uniformly throughout the length of the section being placed so that no excess wet or dry spots exist in the finished aggregate base. Avoid application of excess water, during both mixing and compaction, so that undue softening of the subgrade will not develop.

D. Spreading

Transport the mixed aggregate base materials to the roadbed and place using equipment and methods that will not damage the underlying subgrade or separator fabric. Spread the aggregate base material so that once compacted, the base will be within acceptable tolerances to the final slope and elevation shown in the plans. Make adjustments to equipment and methods as needed to:

- minimize segregation and degradation of aggregate base material,
- provide sufficient moisture content of aggregate base material (near optimum moisture content) without over saturating the underlying subgrade material, and
- obtain final slope and elevations within acceptable tolerances.

Place aggregate base material in layers of from 4 in to 8 in [100 mm to 200 mm] compacted thickness.

Spread and compact the aggregate base material over the full width of the roadbed before placing a succeeding layer. Finish compacted layers to the grades, elevations, and thicknesses shown on the Plans. Correct segregated areas at no additional cost to the Department. Stagger longitudinal and transverse joints at least 1 ft [0.3 m] in each succeeding layer.

When constructing successive layers of aggregate base, minimize disturbance to the surface of the previously placed layer. Adjust placement procedures or equipment to ensure compliance with the Contract requirements.

E. Compaction

Compact each layer to the proper density: no less than 98 percent of maximum density for Type A Aggregate Base, and 95 percent for Types B and C Aggregate Base. Determine maximum density in
accordance with AASHTO T-180, Method D. Measure the in-place field density in accordance with AASHTO T-310; direct transmission is the preferred method (rod projected into base as opposed to back-scatter mode). Provide sufficient moisture content in the aggregate base material at the time of placement near the optimum moisture content to enable proper compaction. Prevent damage to aggregate particles during compaction. Moisture content will aid in the base compaction and reduce the compactive effort necessary and minimize the breakdown of the gradation of the material.

If during compaction the moisture content drops below optimum moisture such that the required percent compaction cannot be obtained, apply water uniformly over the base materials as needed to ensure a uniform texture, firmly keyed aggregates, and proper consolidation of layers.

Cure the aggregate base material such that there is no free standing water before applying the prime coat or the succeeding layer of aggregate base or pavement section. If the density required by the Contract is achieved, the Department will not consider moisture content as an acceptance criterion.

F. Tolerances

Finish the aggregate base in accordance with Subsection 301.04.A, “Tolerances.”

303.05 METHOD OF MEASUREMENT

The Engineer will measure the volume of the compacted in-place Aggregate Base Type A, Type B, and Type C by multiplying the completed length of aggregate base by the area of the typical section shown on the Plans.

303.06 BASIS OF PAYMENT

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

<table>
<thead>
<tr>
<th>Pay Item:</th>
<th>Pay Unit:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A) AGGREGATE BASE TYPE A</td>
<td>Cubic Yard [Cubic Meter]</td>
</tr>
<tr>
<td>(B) AGGREGATE BASE TYPE B</td>
<td>Cubic Yard [Cubic Meter]</td>
</tr>
<tr>
<td>(C) AGGREGATE BASE TYPE C</td>
<td>Cubic Yard [Cubic Meter]</td>
</tr>
</tbody>
</table>
OKLAHOMA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS
FOR
LONGITUDINAL JOINT DENSITY ON ASPHALT CONCRETE PAVEMENT

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

411.04 CONSTRUCTION METHODS

J. Joints (Add the following:)

(1) Longitudinal Joint Density

For each lot, or sublot at locations where roadway density tests are to be taken, perform a joint density evaluation at each pavement edge that is or will become a longitudinal joint. Determine the joint density in accordance with OHD L-14, Appendix B. The joint density is considered failing if the density at the joint is more than 3.0 pcf below the density at the random sample location at the same station and the measured (by core or correlation) joint density is less than 90%.

Investigate joint density failures and take corrective actions during production and placement to improve the joint density. Suspend production if two (2) consecutive evaluations fail unless otherwise approved. Resume production after the Engineer approves changes to production or placement methods.
OKLAHOMA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION
FOR
WARM MIX ASPHALT

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

411.01 DESCRIPTION (Add the following:)

Warm Mix Asphalt (WMA) is defined as an asphalt binder and aggregate mixture which, by additive or process, can be produced and placed at a reduced temperature from normal HMA temperatures. WMA requirements are the same as for HMA except where noted.

411.04 CONSTRUCTION METHODS

K. Compaction

(1) General (Add the following:)

Ensure that the WMA immediately behind the paver is at least 215°F [102°C].
OKLAHOMA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS
FOR
ASPHALT SAFETY EDGE

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

411.01 DESCRIPTION (Add the following:)

The asphalt safety edge is a beveled pavement edge to help lessen the severity of roadway departures. When a driver drifts off the paved surface, the safety edge provides greater ease for re-entering the roadway, and reduces the risk of over steering and loss of control of the vehicle.

Safety edge is required on asphalt concrete highway construction (permanent or temporary), on all routes, for all design speeds and types of traffic, when the following conditions exists:

- the roadway is an open section (no curb),
- the increase in pavement thickness is 2" or greater, and
- the paved shoulder width is 4 feet or less.

With the Engineer’s approval, the safety edge may be constructed when the paved shoulder width is greater than 4 feet.

411.02 MATERIALS (Add the following:)

Construct the safety edge using the same material used to construct the adjoining pavement or shoulder.

411.03 EQUIPMENT

C. Paver (Add the following:)

Equip the paver to ensure a 30 ± 5 degree wedge along the outside edge(s) of the roadway (measured from the horizontal plane) is in place after final compaction of the final surface course. Use an approved mechanical device that will:

- Apply compactive effort to the asphalt mixture to eliminate objectionable voids as the mixture passes through the wedge device, and
- Produce a wedge with a uniform texture, shape, and density while automatically adjusting to varying heights encountered along the roadway shoulder.
411.04 CONSTRUCTION METHODS

I. Spreading and Finishing (Add the following:)

When paving operations result in a drop off of greater than 2 inches at the outside edge(s), or as directed by the Engineer, attach a device to the paver screed to confine material at the end gate and extrude the asphalt material in a wedge shape having an angle between $30 \pm 5$ degrees. Ensure the wedge is compacted sufficiently as to eliminate objectionable voids. Maintain contact between the device and road shoulder surface; and allow automatic transition to cross roads, driveways, and obstructions. Use the device to constrain the asphalt head, reducing the area and increasing the density of the extruded profile.

The Engineer may allow short sections of handwork when necessary for transitions at driveways, intersections, interchanges, and bridges.

Do not construct the safety edge at longitudinal joints in the pavement section.

Safety edge shape can be constructed on each lift of asphalt, or on the full specified depth on the final lift.

411.05 METHOD OF MEASUREMENT (Add the following:)

Asphalt safety edge will not be measured for payment.

411.06 BASIS OF PAYMENT (Add the following:)

Include the cost of constructing the asphalt safety edge in the price bid for the asphalt concrete paving pay item(s) included in the contract.
OKLAHOMA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION
FOR
COMPACTION OF HOT MIX ASPHALT

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

(Revise as follows:)

411.04 CONSTRUCTION METHODS

K. Compaction

(2) Acceptance

(a) Layers At Least 1½ in [38 mm] Thick (Replace the first paragraph with the following:)

Ensure the target density of each lot is 94 percent of the Maximum Theoretical Density, determined by the specific gravity of the HMA in accordance with AASHTO T 209.

(Replace Table 411:2 with the following:)

<table>
<thead>
<tr>
<th>Pay Adjustment Factor (PAF) a</th>
<th>Average Lot Density (ALD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>% of Maximum Theoretical Density</td>
<td></td>
</tr>
<tr>
<td>&gt; 97.0</td>
<td>Unacceptable b</td>
</tr>
<tr>
<td>92.0 - 97.0</td>
<td>1.00</td>
</tr>
<tr>
<td>91.0 - 91.9</td>
<td>1.00 - (0.07)(92.0 - ALD)</td>
</tr>
<tr>
<td>88.1 - 90.9</td>
<td>0.93 - (0.15)(91.0 - ALD)</td>
</tr>
<tr>
<td>&lt; 88.1</td>
<td>Unacceptable b</td>
</tr>
</tbody>
</table>

a Use PAF for Roadway Density in the Combined Pay Factor equation in accordance with Subsection 411.04.N.(2).(a), “Basis of Acceptance and Payment.”

b Unless otherwise directed by the Engineer, remove and replace unacceptable lots at no additional cost to the Department.
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 ±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 spreadsheet 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>
<thead>
<tr>
<th>Table 430:1</th>
</tr>
</thead>
<tbody>
<tr>
<td>SMOOTHNESS PAY ADJUSTMENTS</td>
</tr>
<tr>
<td>Pavements</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Profile Index (in/mi)</th>
<th>Adjustment</th>
<th>Profile Index (in/mi)</th>
<th>Adjustment</th>
</tr>
</thead>
<tbody>
<tr>
<td>(greater than 45 mph)</td>
<td>($ / Extent)</td>
<td>(45 mph or less and ramps)</td>
<td>($ / Extent)</td>
</tr>
<tr>
<td>15.0 or less</td>
<td>1,250</td>
<td>19.0 or less</td>
<td>1,250</td>
</tr>
<tr>
<td>15.1 to 25.0</td>
<td>3,125 - 125x</td>
<td>19.1 to 29.0</td>
<td>3,625 - 125x</td>
</tr>
<tr>
<td>25.1 to 35.0</td>
<td>0</td>
<td>29.1 to 39.0</td>
<td>0</td>
</tr>
<tr>
<td>35.1 to 41.0</td>
<td>14,000 - 400x</td>
<td>39.1 to 45.0</td>
<td>15,600 - 400x</td>
</tr>
<tr>
<td>41.1 to 46.9</td>
<td>32,450 - 850x</td>
<td>45.1 to 50.9</td>
<td>35,850 - 850x</td>
</tr>
<tr>
<td>47.0 or more</td>
<td>-7,500</td>
<td>51.0 or more</td>
<td>-7,500</td>
</tr>
</tbody>
</table>

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

1 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).

2 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.
3 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.

4 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>
<thead>
<tr>
<th>TABLE 430:2</th>
</tr>
</thead>
<tbody>
<tr>
<td>SMOOTHNESS PAY ADJUSTMENTS</td>
</tr>
<tr>
<td>Overlays - No Milling Required</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Nominal Thickness &gt; 1.5 inches</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reduction in Profile Index (%)</td>
</tr>
<tr>
<td>-----------------------------------</td>
</tr>
<tr>
<td>90.0 or more</td>
</tr>
<tr>
<td>90.0 through 60.0</td>
</tr>
<tr>
<td>60.0 through 50.0</td>
</tr>
<tr>
<td>Less than 50.0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Nominal Thickness ≤ 1.5 inches</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reduction in Profile Index (%)</td>
</tr>
<tr>
<td>-----------------------------------</td>
</tr>
<tr>
<td>85.0 or more</td>
</tr>
<tr>
<td>85.0 through 55.0</td>
</tr>
<tr>
<td>55.0 through 45.0</td>
</tr>
<tr>
<td>Less than 45.0</td>
</tr>
</tbody>
</table>

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

¹ 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>
<thead>
<tr>
<th>CLASS I</th>
<th>Adjustment ($ / Extent) $^{1,3}$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Profile Index (in/mi)</td>
<td></td>
</tr>
<tr>
<td>6 or less</td>
<td>7,500</td>
</tr>
<tr>
<td>6.1 through 24</td>
<td>10,500 - 500x</td>
</tr>
<tr>
<td>24.1 through 36</td>
<td>55,500 - 2,375x</td>
</tr>
<tr>
<td>More than 36</td>
<td>Unacceptable $^2$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CLASS II</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>10 or less</td>
<td>7,500</td>
</tr>
<tr>
<td>10.1 through 24</td>
<td>12,850 - 535x</td>
</tr>
<tr>
<td>24.1 through 40</td>
<td>45,010 - 1,875x</td>
</tr>
<tr>
<td>More than 40</td>
<td>Unacceptable $^2$</td>
</tr>
</tbody>
</table>

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

1. These adjustments for the bridge decks and approach slabs are independent of thickness of the bridge deck.

2. Failure to correct to maximum acceptable profile index will result in zero payment for the affected extents.

3. Pay for bridge decks/approach slabs that are corrected or ground for any reason will be limited to a maximum of full pay.
APPENDIX A
SMOOTHNESS SPECIFICATION INFORMATION SHEET
FOR
ACSTP-217C(029)SS, JP NO. 28036(04), COTTON COUNTY

Equipment -

The profilograph/profilometer is to be provided by the (select one):

☐ DEPARTMENT ☑ CONTRACTOR

The profilograph/profilometer is to be operated by the (select one):

☐ DEPARTMENT ☑ CONTRACTOR

Roadway -

☒ - The requirements specified in this special provision will govern the smoothness requirements for the paving on this project.

☐ - The requirements specified in this special provision will not govern the smoothness requirements for the paving on this project.

Bridge -

☒ - The requirements specified in this special provision will govern the smoothness requirements for the following bridges according to each bridge’s classification:

<table>
<thead>
<tr>
<th>Bridge Number</th>
<th>Class I or II ¹</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>☒ - All Bridges</td>
<td>I</td>
</tr>
</tbody>
</table>

¹ - Class I bridge decks are those that do not present significant special problems due to geometry.
- Class II bridge decks are those that do present significant special problems due to geometry. Geometric features include but are not limited to skews, variable widths, variations in super elevation, sharp horizontal curves, or multiple profiles. The classification specified herein is final and will be used as a basis for payment.

☐ - The requirements specified in this special provision will not govern the smoothness requirements for the bridges on this project.
These special provisions amend and where in conflict, supersede applicable sections of the 2009 Standard Specifications for Highway Construction, English and Metric.

507.02 BEARING ASSEMBLIES (Replace with the following:)

A. General

Provide materials in accordance with the following section and subsections:

<table>
<thead>
<tr>
<th>Material:</th>
<th>Section or Subsection:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Welding of Weathering Steel</td>
<td>724.03</td>
</tr>
<tr>
<td>Stainless Steel Bearing Assemblies</td>
<td>724.05.A</td>
</tr>
<tr>
<td>Welding of Stainless Steel</td>
<td>724.05.A</td>
</tr>
<tr>
<td>Weathering Steel Bearing Assemblies</td>
<td>724.05.B</td>
</tr>
<tr>
<td>Elastomeric Bearing Pads</td>
<td>733.06</td>
</tr>
</tbody>
</table>

B. Steel Laminates

Provide steel laminates in accordance with AASHTO M 270 Grade 36 or ASTM A 1011 Grade 40.

C. Stainless Steel

Provide stainless steel for Stainless Steel Bearing Assemblies in accordance with Subsection 724.05.A, “Stainless Steel Bearing Assemblies,” for bearing plates and bearing assemblies, including anchor bolts, nuts, washers, contact plates, and contact angles.

D. Weathering Steel

Provide weathering steel for Weathering Steel Bearing Assemblies in accordance with Subsection 724.05.B, “Weathering Steel Bearing Assemblies,” for bearing plates and bearing assemblies, including anchor bolts, nuts, washers, contact plates, and contact angles.
507.06 BASIS OF PAYMENT *(Replace with the following)*

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

<table>
<thead>
<tr>
<th>Pay Item:</th>
<th>Pay Unit:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A) STAINLESS STEEL FIXED BEARING ASSEMBLY</td>
<td>Each</td>
</tr>
<tr>
<td>(A) WEATHERING STEEL FIXED BEARING ASSEMBLY</td>
<td>Each</td>
</tr>
<tr>
<td>(B) STAINLESS STEEL EXPANSION BEARING ASSEMBLY</td>
<td>Each</td>
</tr>
<tr>
<td>(B) WEATHERING STEEL EXPANSION BEARING ASSEMBLY</td>
<td>Each</td>
</tr>
<tr>
<td>(C) ELASTOMERIC BEARING PADS</td>
<td>Each</td>
</tr>
</tbody>
</table>

The Department considers the cost of anchor bolts, bearing plates, contact plates, nuts, contact angles, plain or laminated elastomeric bearing pads, and welding to be included in the contract unit price for *Fixed Bearing Assemblies and Expansion Bearing Assemblies*. 
OKLAHOMA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION
FOR
DRILLED SHAFT FOUNDATIONS

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

(Replace with the following:)

516.01 DESCRIPTION

This work consists of constructing drilled shafts and providing and placing reinforcing steel, concrete, and procedures for integrity testing of drilled shafts including remedial actions.

516.02 MATERIALS

A. General

Use materials in accordance with the following sections:

<table>
<thead>
<tr>
<th>Material:</th>
<th>Section:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Structural Concrete</td>
<td>509</td>
</tr>
<tr>
<td>Reinforcing Steel for Structures</td>
<td>511</td>
</tr>
</tbody>
</table>

B. Concrete

Provide and modify Class AA concrete as follows:

- Limit the maximum aggregate size to 3/8 in [19 mm],
- Ensure that water/cement ratio is 0.44 or lower,
- Use a high range water reducing admixture to achieve 6 to 8 in [150 mm to 200 mm] of slump at the placement start. Ensure at least 4 in [100 mm] of slump exists at the completion of placement and casing or reinforcement alignment,
- Maintain the concrete temperature below 85 °F [30 °C] during placement.
- For concrete placed under water or slurry, use cementitious material such as slag or fly ash (not cement) to increase the minimum cementitious content 10%, and
- Submit optional anti-washout additives to the Engineer for approval.

C. Casings

For exterior casings, provide smooth, clean, watertight, steel casings that can withstand handling, driving, driving stresses, and pressures from the concrete and surrounding earth. Provide permanent
casing with the dimensions specified by the American Pipe Institute tolerances for regular steel pipe. If only a single casing is used in a shaft, the casing is considered an exterior casing.

Permanent exterior casings, use steel in accordance with AASHTO M 270 Grade 36 (ASTM A709M Grade 250), unless otherwise specified by the Contract. Weld permanent exterior casings in accordance with Section 506. “Structural Steel.” The Department defines permanent exterior casing diameters shown on the Plans as outside diameters.

When the Contract requires permanent exterior casings, or if the electing to provide a permanent exterior casing, ensure that a Registered Professional Engineer in the State of Oklahoma stamps and designs the design and calculations for these casings. Submit permanent casings and design calculations to the Engineer. Provide casing thicknesses not less than shown in Table 516:1.

<table>
<thead>
<tr>
<th>Diameter Range</th>
<th>Minimum Wall Thickness</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;48&quot; [&lt;1220 mm]</td>
<td>0.375&quot; [10 mm]</td>
</tr>
<tr>
<td>48&quot; - 78&quot; [1220 - 1980 mm]</td>
<td>0.500&quot; [13 mm]</td>
</tr>
<tr>
<td>&gt; 78&quot; [1980 mm]</td>
<td>0.625&quot; [16 mm]</td>
</tr>
</tbody>
</table>

For permanent interior casings, use round corrugated galvanized steel pipe with 3 in x 1 in [75 mm x 25 mm] corrugations in accordance with AASHTO M 36. Ensure the pipe gauge stays round and can withstand the concrete pressure.

516.04 CONSTRUCTION METHODS

A. Plan for Drilled Shaft Installation

Use personnel experienced in constructing drilled shafts.

Submit an installation plan or work plan for approval to the Engineer that includes the following details before constructing drilled shafts:

- List of personnel experienced in constructing drilled shafts including resumes of project experiences and documentation that verifies the information;
- Concrete mix design including results of concrete trial mix and tests for slump loss over time.
- Include procedures for introducing admixtures during mixing operations including set retarders;
- List of proposed equipment to be used, including cranes, drills, augers, bailing buckets, final cleaning equipment slurry pumps, core sampling equipment, tremies, and concrete pumps;
- List types of casings to be used by the contractor in accordance with Subsection 516.02C. “Casings.” Include diameters and thicknesses for all permanent, temporary, and surface casings;
- Details of shaft excavation methods and procedures for maintaining horizontal and vertical alignment of the excavation;
- When the slurry is used, include details of the methods to mix, circulate, desand, and dispose of the slurry;
• Details of methods to clean the shaft excavation including the method to clean the bottom of the hole;
• Use or disposal of the excavated materials;
• Placement of reinforcing steel including support and centering methods required to minimize lateral movement of the steel cage including bolsters and the type of spacers: plastic rollers, concrete rollers, or sleds (when permitted). Provide any required material documentation for bolsters and spacers;
• Concrete placement, including proposed operational procedures for tremie and pumping methods. Include procedure that will be used to verify the outlet end is at least 10 ft (3 m) into the fluid concrete;
• Type and/or method of shaft inspection device to be used; and
• The format of the video that will be provided to the Engineer, and method of delivery.

Revise and resubmit the installation plan if it does not produce Contract required results. Submit requests for changing the top of shaft elevations with the installation plan.

B. Trial Drilled Shafts

If the Contract requires trial drilled shafts, construct them adjacent to the permanent shafts before constructing the permanent drilled shafts. Demonstrate that the methods and equipment can construct the Contract required drilled shafts. Include reinforcement and CSL tubes for the most heavily reinforced drilled shafts as noted on the Plans.

Construct the trial shaft to the size and tip elevation of the deepest shaft shown on the Plans. To monitor excavation stability and groundwater seepage, leave completed excavation open for at least 4 hr before concreting. Clean the excavation and fill the hole completely with mix design concrete. Remove the concrete 2 ft [0.6 m] below the finished grade. Perform all nondestructive testing including CSL testing as shown on the plans or as directed by the Engineer.

If the Engineer determines that trial drilled shaft is unsatisfactory based on results of CSL other nondestructive testing, and/or coring, modify and resubmit the installation plan and drill a new trial shaft. The Engineer will not allow changes to the installation plan without resubmission.

C. Drilled Shafts

(1) Hole Excavation

Excavate holes in accordance with the installation plan. Before drilling, excavate for structure footings supported on drilled shafts and construct embankments and fills.

Place the drilled shaft horizontally at the top of the shaft elevation within 3 in [75 mm] of the position shown on the Plans. Ensure the vertical shaft alignment does not vary by more than 1 percent of shaft depth.

Use excavation equipment and methods that provide a shaft bottom normal to the axis of the shaft within 5 percent of the shaft diameter. Measurement of the shaft bottom tolerance will be left to the discretion of the Engineer. Use excavation equipment that provides a drilled shaft diameter larger than or equal to the plan diameter minus 1 in [25 mm].
Excavate below the elevation shown on the Plans if the load bearing material does not satisfy Plan requirements. Immediately notify the Engineer of deviations in subsurface conditions that may change the shaft depth or result in a reduced capacity for the bearing area. When excavated material is substantially different than soundings shown on the plans as determined by the Engineer, take soil samples or rock cores consistent with soundings shown in the Plans to determine the character of the material directly below the shaft excavation. Extend cores a minimum of two shaft diameters, or as specified by the Engineer, below the drilled shaft plan elevation logging the type of material and rock quality. Use a geotechnical engineer approved by the Bridge Division.

Check dimensions and alignment of shaft excavations in the presence of the Engineer. The Engineer will measure final shaft depth after final cleaning. If the sidewall of the hole softens due to excavation methods, swells due to delays in concreting, or degrades due to slurry cake buildup, over-ream the sidewall from ½ in to 3 in [12 mm to 75 mm] to sound material. When a shaft constructed using the mineral slurry technique sets more than 4 hours without agitation, ream the shaft to remove the cake build up.

Immediately before placing the reinforcing steel cage or concrete, clean the hole so 50 percent of each hole bottom has less than ½ in [12 mm] of sediment. Ensure the remaining 50 percent of the hole has no greater than 1 ½ in [38 mm] of sediment or debris. For dry holes, reduce the water depth to 6 in [150 mm] or less before placing concrete.

Verify that the hole bottom has been adequately cleaned using a shaft inspection device. Use a device with a high-resolution camera mounted in a watertight chamber and fitted with a depth gauge(s) to indicate the thickness of the debris on the shaft bottom. Furnish all equipment necessary to conduct the inspection. Use air, gas, or other means to pump the water out of the interior of the chamber such that the bottom of the shaft is visible. Do a minimum of five (5) drops as follows: north, south, east, west, and center (Attachment 516:1). As directed by the Engineer, the number of drops may increase for diameters larger than 8 ft [2.4 m], and the number of drops may decrease for diameters less than 4 ft [1.2 m]. Operate the camera and supporting equipment under the direction of the Engineer in such a manner as to obtain optimum clarity from the equipment. Use television cameras and lighting equipment capable of operating in dry or submerged conditions encountered during the inspection. Record the observations for the shaft bottom on a DVD or flash drive in .mov, .avi or other acceptable electronic format specified by the Engineer to become the property of the Department upon completion of the project. Store DVD’s or flash drives in proper containers with dust tight closures. Label DVD’s or flash drives as to shaft number, project number, job piece, contract number, and contractor name. Furnish DVD’s or flash drives to the Engineer upon completion of the inspection. Continue cleaning until the Engineer is satisfied that the hole bottom is adequately cleaned and the excavation is approved.

Use at least one of the following methods for excavation:

(a) **Dry Method**

Use the dry construction method at sites where the Engineer can visually inspect the shaft before concrete placement. For dry method:

- Drill the shaft,
Remove accumulated water
- Remove loose material from the excavation,
- Place the reinforcing cage, and
- Concrete the shaft in dry conditions.

If caving, sloughing, or swelling conditions exist or if depth of groundwater seepage exceeds 6 in [150 mm] within one-half hour after pumping is stopped, discontinue the dry construction method and use an alternative method approved by the Engineer.

(b) **Wet Method**

Use the wet construction method or a casing construction method for shafts that do not meet the requirements for dry construction. For the wet method, use water or slurry with the proper hydraulic head to maintain the stability of the hole while advancing the excavation to final depth, placing the reinforcing cage, and concreting the shaft. The wet method involves the following work:

- De-sanding and cleaning the slurry,
- Final cleaning of the excavation,
- Placing the shaft concrete with a watertight tremie or pumping concrete into a watertight tremie beginning at the shaft bottom,
- Providing temporary surface casings to aid shaft alignment and positioning, and
- Providing temporary surface casings to prevent sloughing of the top of the shaft excavation.

Refer to subsection 516.04C.(2) for slurry requirements

(c) **Casing Methods**

1) **General**

The Department will not allow casing to the bottom of the shaft. Discontinue the casing at the top of the founding stratum as shown on the Plans. Excavate below the casing using the dry or wet method. To provide design frictional load capacity, excavate into the founding stratum to the deepest length or depth shown on the Plans. Install casing in accordance with Subsection 516.04.C.3. “Exterior Casings.” Do not use the double casing method when a rock socket is not present.

2) **Temporary Casing Method**

If unable to use the dry or wet methods, use the temporary casing construction method. For temporary casing:

- Use the wet method to advance the excavation through caving material into an impervious formation and set the temporary casing or use a vibratory hammer to drive the casing into the impervious formation prior to excavation,
- Complete excavation and seat the casing into rock by twisting the casing,
- Place the reinforcing cage, and
- Concrete the shaft while removing the casing.
3) *Permanent Casing Method*

Use the permanent casing construction method if shown on the Plans or where drilled shafts are in open water. For the permanent casing method, advance the excavation through caving material by driving or drilling a permanent casing to the Contract required depth or into a nearly impervious formation, whichever is deepest. Excavate to the final depth, or into a nearly impervious formation, whichever is deepest. Excavate to the final depth, place the reinforcing cage, and concrete the shaft. If full penetration cannot be attained during casing installation, excavate within the embedded portion of the casing. Drill a pilot hole if necessary. Ensure continuous casing from the top of the shaft to the elevation shown on the Plans. If the drilled shafts are in open water, extend casings from above the water elevation into the ground to protect the shaft concrete from the water during concrete placement and curing.

4) *Double Casing Method*

Use the double casing construction method if the Contract requires or, as an alternative for the temporary casing method, in the presence of severe groundwater or unstable soil conditions. Make the temporary exterior casing larger than the Contract required shaft diameter and set a permanent interior casing into the top of the founding stratum after excavation completion.

Supply the interior casing with a permanent inner diameter equal to the shaft diameter shown on the Plans. Use a temporary exterior casing with an inner diameter at least 6 in (150 mm) larger than the interior casing, but not more that 12 in (300 mm) larger. After placing the exterior casing, complete the excavation as shown on the Plans. Set the interior casing into the top of the founding stratum and brace it at the top. Remove the temporary casing after filling interior casing with concrete. Add concrete to maintain top of shaft elevation during removal. After the concrete initially sets, do not adjust the interior casing position.

(d) *Obstructions*

The Department defines an obstruction as unexpected manmade materials through which excavation cannot advance. The Department does not consider removal of tools, lost in the excavation, obstructions. Removal of naturally-occurring material, regardless of difficult or removal method, is not considered an obstruction.

Remove obstructions encountered during excavation. Notify the Engineer, in advance, of the proposed obstruction removal method. Include a cost estimate for excess costs in accordance with Subsection 104.03. "Differing Site Conditions," for obstruction removal compensation.

(2) *Slurry*

Before introducing it into the shaft, hydrate the slurry by premixing the material with fresh water in accordance with the slurry manufacturer’s instructions. Provide slurry tanks with the capacity for
slurry circulation, storage and treatment. The Department will not allow the use of excavated slurry pits. Use either mineral (bentonite or attapulgite) or polymer slurry.

Provide de-sanding equipment to limit slurry sand content at any point in the bore hole. Ensure slurry sand content is less than 4 percent by volume for mineral slurry, and less than 1 percent for polymer slurry. The Engineer does not require de-sanding to set temporary casings.

During drilling, maintain a slurry surface in the shaft at least 5 ft [1.5 m] above the highest expected water table elevation or piezometric head and at a level that prevents the hole from caving.

When there is a sudden loss of slurry from the hole, stop drilling and take corrective action to prevent slurry loss. If the slurry construction method fails to produce the Contract required results, stop and use an alternative method approved by the Engineer.

When the excavation reaches the elevation shown on the Plans and clean, allow at least 30 min for polymer slurry to stand undisturbed. Clean the excavation base with a submersible pump or air lift.

Maintain the density, velocity, and pH of the slurry during shaft excavation in accordance with Table 516:2 for mineral slurry, and Table 516:3 for polymer slurry.

<table>
<thead>
<tr>
<th>Property, Method</th>
<th>At the time of Slurry Introduction</th>
<th>In Hole at Time of Concreting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Density, Density Balance (lb/ft³ [kg/m³])</td>
<td>64.3 - 69.1 [1,030 - 1,107]</td>
<td>64.3 - 75.0 [1,030 - 1,200]</td>
</tr>
<tr>
<td>Viscosity, Marsh Cone (s/qt [s/L])</td>
<td>28 - 45 [30 - 48]</td>
<td>28 - 45 [30 - 48]</td>
</tr>
<tr>
<td>pH, pH paper or meter</td>
<td>8 - 11</td>
<td>8 - 11</td>
</tr>
</tbody>
</table>

Note: Perform tests when slurry temperatures are above 40° F [4° C].
Density values are for fresh water. Increase density values 2.0 lb/ft³ [32 kg/m³] for salt water.

<table>
<thead>
<tr>
<th>Property, Method</th>
<th>At the time of Slurry Introduction</th>
<th>In Hole at Time of Concreting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Density, Density Balance (lb/ft³ [kg/m³])</td>
<td>62.4 - 63.0 [1,000 - 1,010]</td>
<td>62.4 - 63.5 [1,000 - 1,017]</td>
</tr>
</tbody>
</table>
### Table 516:3
Acceptable Range of Polymer Slurry

<table>
<thead>
<tr>
<th>Property, Method</th>
<th>At the time of Slurry Introduction</th>
<th>In Hole at Time of Concreting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Viscosity, Marsh Cone (s/qt [s/L])</td>
<td>30 - 40 [32 - 42]</td>
<td>30 - 40 [32 - 42]</td>
</tr>
<tr>
<td>pH, pH paper or meter</td>
<td>9 - 11</td>
<td>9 - 11</td>
</tr>
</tbody>
</table>

Note: Perform tests when slurry temperatures are above 40° F [4° C].

a Density values are for fresh water. Increase density values 2.0 lb/ft³ [32 kg/m³] for salt water.

Take slurry samples using an Engineer approved sampling tool. Extract slurry samples from the base of the shaft and from 10 ft [3 m] above the shaft base. Perform four sets of tests during the first 8 hr of slurry use. When the results are acceptable and consistent, perform one test set for every 4 hr of slurry use.

Make corrections if the test results indicate unacceptable slurry samples. Place concrete when the resampling and retesting indicate acceptable values.

Provide test reports to the Engineer, signed by an authorized technical representative, after completion of each drilled shaft.

Dispose of slurry at approved locations.

### (3) Exterior Casings

Ensure casings produce a positive seal that prevents water or other material from piping into or out of the hole. If substituting a casing with a longer or larger diameter casing through caving soils, stabilize the excavation with slurry or backfill before installing the new casing.

Consider subsurface exterior casings as temporary unless designated in the Contract as permanent casing. Remove temporary casing before completing placement of concrete in cased drilled shaft. While removing casing from the hole, maintain at least 5 ft [1.5 m] of fresh concrete in the casing above the surrounding level of water or slurry. Ensure the excess concrete within the casing displaces fluid trapped behind the casing upward and discharges it at the ground surface without contaminating or displacing the shaft concrete.

The Department defines defects in the drilled shaft as temporary casings that are bound or fouled during shaft construction and cannot be practically removed, as determined by the Engineer.

Extend casings above the surface to keep the excavation clean through concrete placement. Cut the casing off of permanent casings at the elevation shown on the Plans and leave in place after concrete placement.
(4) Reinforcing Steel Cages for Drilled Shafts

(a) General

When tying the drilled shaft cage, support the reinforcing steel off the ground. Protect epoxy coated reinforcing steel from exposure to the sun and ensure that the surface of the bars is free of excessive rust, soil, oil, and as specified in subsection 511.04. Place the reinforcing steel cage as a unit only after the shaft excavation is approved by the Engineer and before concrete placement. Tie reinforcing steel lap splices together using wire.

Tie and support the reinforcing steel to keep it within the Contract required tolerances. Tie spacing devices at least at fifth points around the cage perimeter or one per 12 in [300 mm] of shaft diameter. Provide spacers at intervals no greater than 10 ft [3 m] along the length of the cage. Place spacers within 18 in [450 mm] of the top and bottom of the shaft. Use concrete spacers that equal the shaft concrete in quality and durability. Concrete sleds are acceptable in lieu of the rollers but only when casing is used down to the rock line.

Alternate reinforced or non-reinforced virgin plastic spacers may be used provided the plastic spacers meet the following requirements:

- Use spacers of adequate strength to withstand a 300 lb [1,335 N] concentrated load without permanent deformation or breakage.
- Limit deformation under a 300 lb [1,335 N] load to a maximum of 5% of the support height.
- Use spacers able to meet the concentrated load requirements within a working temperature range of 20 to 150°F [-7 to 65°C], and have a maximum water absorption rate of 0.5%, as per ASTM D 570.
- Provide reinforced or non-reinforced virgin plastic when tested in accordance with ASTM D695 having a compressive strength greater 4,000 psi at 1% deformation based on a 2"x2"x2" cubic test specimen.

Protect plastic spacers from exposure to sunlight until placed in the reinforcing steel cage. Remove and replace any broken, cracked, or damaged spacers.

Temporarily strengthen the reinforcing steel cage to resist the lifting forces when the cage is lifted from a horizontal position to a vertical position. Use multiple pick-up points, strongbacks, slings or other means to support the reinforcing cage while it is being lifted. If there is evidence of excessive bending of the steel cage and/or if slippage of the spiral or tie bars occurs, repair or replace the reinforcing steel cage as needed, including CSL tubes.

During concrete placement, provide positive support from the top for the reinforcing steel cage. Support the cage concentrically to prevent racking and distortion. Maintain the top of the reinforcing steel cage no greater than 6 in [150 mm] above and no greater than 3 in [75 mm] below the Contract required position. Make corrections if the reinforcing steel cage is not maintained in that position. Do not construct additional shafts until the method of reinforcing steel cage support has been approved by the Engineer. Alternately, support the bottom of the reinforcing steel cage using footing attachments consisting of concrete, mortar, or plastic bolsters as approved by the Engineer. Use bolsters capable of supporting a 1,000 pound [4,450 N] load.
without breakage. Do not use bolsters which will extend above the bottom of the reinforcing steel as it may interfere with the CSL testing.

Provide additional reinforcing steel if conditions require shafts longer than shown on the Plans.

(b) Access Tubes for Crosshole Sonic Logging

When the Contract requires Crosshole Sonic Logging (i.e. CSL testing) to be performed, include CSL access tubes in the construction of each drilled shaft. Use access tubes with 2 in [50 mm] inner diameters that are made of schedule 40 steel pipe. Provide tubes, including pipe joints, with a round regular internal diameter that allows a 1.3 in [33 mm] diameter source and receiver probes to pass unobstructed. Make the tubes and joints watertight and corrosion free, with clean surfaces that allow a good bond between the concrete and the tubes.

Install access tubes to the full depth of each shaft for CSL testing equipment. Unless otherwise required by the Contract, install the number of access tubes in each drilled shaft in accordance with Table 516:4.

<table>
<thead>
<tr>
<th>Planned Shaft Diameter, ft [m]</th>
<th>Minimum Number of Access Tubes</th>
</tr>
</thead>
<tbody>
<tr>
<td>D ≤ 3.0 [D ≤ 0.9]</td>
<td>3</td>
</tr>
<tr>
<td>3.0 &lt; D ≤ 4.0 [0.9 &lt; D ≤ 1.2]</td>
<td>4</td>
</tr>
<tr>
<td>4.0 &lt; D ≤ 5.0 [1.2 &lt; D ≤ 1.5]</td>
<td>5</td>
</tr>
<tr>
<td>5.0 &lt; D ≤ 6.0 [1.5 &lt; D ≤ 1.8]</td>
<td>6</td>
</tr>
<tr>
<td>6.0 &lt; D ≤ 8.0 [1.8 &lt; D ≤ 2.4]</td>
<td>7</td>
</tr>
<tr>
<td>8.0 &lt; D ≤ 10.0 [2.4 &lt; D ≤ 3.0]</td>
<td>8</td>
</tr>
<tr>
<td>10.0 &lt; D ≤ 12.0 [3.0 &lt; D ≤ 3.7]</td>
<td>9</td>
</tr>
</tbody>
</table>

Fit tubes with a watertight shoe on the bottom and a removable cap on the top. Attach the tubes to the interior of the reinforcement cage in a regular, symmetric pattern, equally spaced around the perimeter of the cage. Install the tubes parallel to each other and vertical. Start the tubes from the shaft bottom and end at least 3 ft [0.9 m] above the ground, water surface, or both.

Avoid bending the CSL tubes during lifting of steel cage, and ensure tubes remain parallel during installation operations in the drilled shaft hole. Before concrete placement, fill the access tubes with clean water and cap the tube tops. Ensure that the tubes remain full of water until CSL testing is complete. When temperatures below freezing are anticipated, protect the access tubes against freezing by wrapping the exposed tubes with insulating material, adding antifreeze.
to the water in the tubes, or other methods as approved by the Engineer. After concrete placement, avoid breaking the bond between the access tubes and the concrete.

(5) Concrete for Drilled Shafts

In the presence of the Engineer and immediately prior to concrete placement, inspect the hole for caving material falling from the sides or a change in the water elevation. Unless otherwise approved by the Engineer, place drilled shaft concrete within two hours after excavation for the shaft has been approved and the reinforcing cage has been placed. If the concrete placement is delayed or if the hole has become contaminated, remove the cage and verify the integrity of the excavated area, and ensure loose material is removed from the bottom of the hole in accordance with 516.04C.(4) Hole Excavation before resetting the reinforcing steel cage. Complete concreting in a shaft and remove the temporary casing within 2 hr of beginning concrete placement. The Department will not allow retempering concrete that has developed an initial set.

When the wet method is used and prior to placing concrete, ensure that the static water or slurry level is properly maintained in the excavation.

Using a watertight tremie, place concrete in one continuous operation from the bottom to the top of the shaft. Place concrete until acceptable quality concrete reaches the top of the shaft. For a dry shaft, overflow the top with at least 1 ft [300 mm] of concrete. For a wet shaft, overflow the top with at least 5 ft [1.5 m] of concrete. Continue overflow of concrete in shafts until uncontaminated concrete is evident. Before initial concrete sets, consolidate the top 10 ft [3 m] of the shaft using Engineer approved vibratory equipment. Finish the top of the shaft from 3 in [75 mm] lower to 1 in [25 mm] higher than the elevation shown on the Plans. In wet holes, consolidate after removing water above the concrete surface.

Place the discharge end of the watertight tremie at one tremie diameter above the shaft base elevation. Keep the discharge end immersed at least 10 ft [3 m] below the surface of the fluid concrete except when concrete is initially placed. Maintain a positive head of concrete in the tremie during concrete placement. If the discharge end is removed from the fluid concrete column during the concrete placement and concrete is discharged above the rising concrete surface into displaced water, remove the reinforcing cage and concrete, complete sidewall removal as directed by the Engineer, and reconstruct the shaft.

If the top of the shaft is above ground, form the shaft from the top to at least 2 ft [0.6 m] below finished ground. If the top of the shaft is below ground, use a temporary oversize surface casing to control material caving into the freshly placed concrete.

The Engineer will sample concrete for acceptance at the point of discharge into the tremie or concrete pump hopper. Cure exposed concrete surfaces in accordance with Section 509, “Structural Concrete.”

During concrete placement and curing, ensure that the concrete temperature does not exceed 150 °F [65 °C]. When drilled shaft diameter exceeds 6 ft [1,830 mm], use recording thermometers, maturity meters, or other means as directed by the Engineer to monitor temperatures inside the drilled shaft. Ensure that the temperature difference between the core of the shaft and the outer edges does not exceed 36 °F [20 °C]. When drilled shaft concrete temperatures exceed 150 °F [65 °C] or when
the temperature difference between the core and the outer edges exceed 36 °F [20 °C], reject the shaft.

Record and document the volume of concrete used in each drilled shaft and provide this information to the Engineer.

(a) **Tremies**

The Department defines tremies as tubes that discharge concrete at the shaft base. Use watertight tremies to place concrete in wet or dry holes. Ensure the bottom of the tremie can be sealed and charged with concrete in the dry, and then opened in place at the bottom of the shaft. The Department will not allow the use of tremies containing aluminum parts that will come in contact with concrete. Ensure that the tremie can be lowered rapidly to retard or stop the flow of concrete. In order to ensure tremie is lowered to the proper depth, mark tremie prior to lowering.

Provide a watertight tremie with an inner diameter from 10 in to 14 in [254 mm to 350 mm], clean and smooth surfaces, and a wall that prevents crimping or sharp bends. Fit the top with a hopper. Ensure that joints are water tight. Construct the discharge end of the tremie to allow free radial concrete flow during placement.

(b) **Concrete Pumps**

Pump concrete into a watertight tremie as specified above. Pump concrete in one continuous operation from the bottom to the top of the shaft. For wet holes, use a device at the end of the discharge tremie to seal out water while the tremie fills with concrete. If a plug is used, remove it from the hole. Alternatively, use a plug of Engineer approved material that will prevent a defect in the shaft.

(c) **Acceptance**

The Department may accept drilled shafts with low concrete strengths in accordance with Subsection 105.03, “Conformity with Plans and Specifications.” In such cases the Department will use the strength reduction equation as noted in Subsection 509.06, “Basis of Payment.”

(6) **Application of Construction Loads**

If the Contract requires Integrity Testing, the shaft must pass the Integrity testing before application of any loads or proceeding with the construction of the pier. If the Contract does not require Integrity Testing or the Integrity Testing passes the test, wait a minimum of 24 hours and meet the requirements of 509.04C.(2)(b) before application of construction loads. Determine strengths from test cylinders cured at the work site under similar environmental conditions in accordance with Section 701, “Portland Cement Concrete.”

(7) **Integrity Testing of Drilled Shafts**

The Department shall make the determination to conduct non-destructive testing on drilled shafts based on one or more of the following criteria:
• ADT > 750, ADTT > 100
• Bridge deck area > 10,000 ft²
• Span length > 100 ft
• Drilled shaft depth > 50 ft
• Drilled shaft diameter > 60 in
• Emergency Detour length > 20 miles
• Bridge contains three (3) or more piers
• The pier is located in greater than fifteen feet (15 ft) of water (e.g. a lake).
• Construction of the project involves grade separation.
• The bridge is on either the Interstate, the National Highway System (NHS), or Defense Route.
• The bridge is categorized as an essential or critical structure by either the owner or designer.
• The design of the drilled shaft(s) foundation is based solely on friction.
• The Contract requires the drilled shaft(s) to be constructed using the slurry method, or the Contractor elects to construct the drilled shaft(s) using the slurry method.
• The geological formation is such that voids are present in the rock formation, water is flowing within the soil or rock layers, Artesian water is present, or significant layers of material are suspect to caving and sloughing (e.g. loose sand, loose gravel, etc.).

(a) General

The requirement for non-destructive testing is specified in the Contract documents. When required, perform CSL testing on the first production shaft of each diameter specified in the plans. No additional shafts may be placed until:

• The Contractor demonstrates that the drilled shafts can be constructed in accordance with the Contractor’s drilled shaft installation plan, and to the satisfaction of the Engineer, and

• An integrity testing consultant, provided by the Contractor and registered in the State of Oklahoma, has provided the analysis of the tests results, including their recommendation to the Engineer.

If the Engineer concurs with the consultant’s recommendation for acceptance, then construction may continue on the remaining shafts using the same construction methods which were used to produce the tested shaft. Construct all subsequent shafts with CSL tubes for the purposes of additional testing.

Provided that all procedures are followed and repeated from the tested shaft, perform additional CSL testing on every sixth drilled shaft. ODOT may require testing, at no additional cost to the Department, on any subsequent shaft not constructed in the same manner as the tested shaft, or where a construction incident occurs which could compromise the shaft’s integrity. If defects are discovered, but the Engineer determines that the defects are structurally adequate, the Engineer may accept the shaft in accordance with Subsection 105.03 of the Standard Specifications. Otherwise, repair defective shafts in accordance with Subsection 516.04.C.(8).

Except for the initial shaft, CSL testing is not required on any shaft constructed using the dry method.
(b) PIT (Pile Integrity Testing - Pulse Echo)

Provide Pile Integrity Testing (PIT) only when no other means of testing is readily available and when CSL tubes are not provided. When the Engineer does approve PIT testing, test in accordance with ASTM D5882 and as specified below. After placing concrete in a drilled shaft, wait a minimum of 7 days or ensure the drilled shaft concrete obtains 75% of its design strength prior to the start of the test. Limit PIT to drilled shafts having L/D ratio ≤ 30, where L is the length of the drilled shaft and D is the diameter of the drilled shaft. The Engineer will reject the shaft when PIT testing shows voids or discontinuities.

(c) Crosshole Sonic Logging (CSL)

1) General

Provide Crosshole Sonic Logging (CSL) in accordance with ASTM D6760 and as specified in the contract or as required by the Engineer. Wait a minimum of three (3) days or four (4) days if retarders are used before starting CSL testing. Provide the Engineer a minimum of three (3) days notice prior to starting the testing.

2) CSL Test Equipment

Use CSL test equipment that can perform the following functions:

- display individual CSL records,
- record CSL data,
- analyze receiver responses,
- print logs,
- test in 2 in [50 mm] inside diameter (ID) access tubes,
- generate an ultrasonic voltage pulse to excite the source with a synchronized triggering system to start the recording system,
- measure and record the depths of probes as the time signals are recorded, and
- filter and amplify signals.

3) CSL Logging Procedures

Inspect CSL tubes to ensure that probes will freely pass through the entire tube length. Replace tubes with cored holes that restrict the passage of the probes at no expense to the Department. To ensure that cored holes do not damage the reinforcing steel cage, locate cored holes approximately 6" inside the cage. Should the cored holes encounter any voids, poor quality concrete, or any other findings, document the finding and elevations and make this information available to the Engineer.

Test all possible combinations of perimeter tube pairs and diagonal tube pairs. Perform CSL tests with the source and receiver probes in the same horizontal plane. Make CSL measurements at depth intervals of 2 in [50 mm]. Pull the probes, starting from the bottom of the tubes, over a depth-measuring device. Remove slack from the cables before pulling to provide accurate depth measurements. Report indicated defects to the Engineer and conduct further tests to evaluate the extent of the defects.
4) CSL Testing Results

In the final report, include the CSL logs with analyses of the initial pulse arrival time versus depth and pulse energy (or amplitude) versus depth. Present a CSL log for each tube pair tested with significant anomalies and/or defects indicated on the logs and discussed in the test report. Unless otherwise specified by the Engineer, accept test results in accordance with Table 516:5. Include the following in the report:

- a summary of the test results that covers drilled shaft identification,
- test date,
- shaft age at time of CSL testing,
- drilled shaft diameter,
- number of CSL tubes tested,
- test length,
- average compression velocity, and
- "waterfall" diagram plotted as a function of time versus depth

In the report include the following items for any significant anomalies and/or defect descriptions:

- the CSL tube number or tube combinations,
- depth below concrete top,
- percent concrete wave velocity reduction, and
- description of anomalies and/or defects.

The Engineer will evaluate the CSL test results and determine the acceptability of the drilled shaft construction in accordance with Table 516:5, “Acceptance of Drilled Shafts.”

<table>
<thead>
<tr>
<th>Concrete Condition Rating</th>
<th>Rating Symbol</th>
<th>Velocity Reduction</th>
<th>Results</th>
</tr>
</thead>
<tbody>
<tr>
<td>Good</td>
<td>G</td>
<td>0 to 10%</td>
<td>Acceptable Concrete</td>
</tr>
<tr>
<td>Questionable</td>
<td>Q</td>
<td>10 to ≤ 20%</td>
<td>Minor concrete contamination</td>
</tr>
<tr>
<td>Poor</td>
<td>P/D</td>
<td>&gt; 20%</td>
<td>Unacceptable</td>
</tr>
<tr>
<td>Water</td>
<td>W</td>
<td>V= 4760 to 5005 ft/sec [1,450 to 1,525 m/sec]</td>
<td>Water or water with gravel, Unacceptable</td>
</tr>
<tr>
<td>No Signal</td>
<td>NS</td>
<td>No signal received</td>
<td>* Soil intrusion or tube debonding</td>
</tr>
</tbody>
</table>
* Additional testing is required to determine cause for no signal, soil intrusion into the drilled shaft is unacceptable, debonding leads to false readings.

The percent velocity reduction (VR) based on measured tube spacing is determined using the following equation:

\[ VR = (1 - \frac{V}{V_b}) \times 100\% \]

where,

\( V \) = theoretical compressional wave velocity in concrete
\( V_b \) = baseline velocity (running average of velocity over a 10 ft depth, generally 5 ft above and 5 ft below excluding anomalous zones in the running average; \( V_b \approx 13,000 \text{ ft/s} \))

(Reference: Publication No. FHWA-NHI-10-016, equation 20-4)

5) Abandoning CSL Access Tubes

After completing CSL testing and obtaining the Engineer’s approval to continue construction above the shafts, dewater the tubes and use portland cement grout to fill the access tubes in the drilled shafts. Submit the grout mix design and grouting method for the Engineer’s approval. Saw cut the top of the CSL tubes even with the top of the drilled shaft.

(d) Core Drilling of Drilled Shaft Concrete

If nondestructive testing indicates voids or discontinuities, or if there are other concerns about a drilled shaft, the Engineer may require full depth coring to determine the soundness of a drilled shaft using continuous coring with a 3" interior diameter core barrel in accordance with ASTM D2113. The Engineer will specify the number, depth, and location of cores.

Submit the methods and equipment for coring and grouting to the Engineer for approval before coring. Place the cores in a commercially available core box and mark the shaft depth at each core recovery interval. Submit the cores and a log for recovered cores.

When the Engineer determines that the quality of the concrete in the shaft, represented by the core samples, is acceptable, construction may proceed. The drilled shaft will be considered defective if the Engineer determines that the quality of the concrete in the core is unacceptable.

(8) Defective Shafts

If the Engineer determines a drilled shaft to be potentially defective based on CSL test results, construction inspection records, and/or structural evaluation, the Contractor may do additional testing and/or investigations. The additional testing may include, but is not limited to crosshole tomography imaging using vertically offset crosshole sonic measurements and recordings to evaluate the extent of anomalous zones, gamma-gamma testing to evaluate differences in relative density surrounding suspected tube debonding, secondary CSL testing 7 to 10 days after the initial test to investigate for
improved concrete condition due to delayed curing, or continuous coring of the drilled shaft. All test procedures must be accepted and approved by the Engineer. Regardless of the test results, all additional integrity testing will be done at the Contractor's expense and in accordance with the procedure noted above. No allowance for an increase in contract time or extension of the contract completion date will be made.

Submit a plan for further investigation or remedial action to the Engineer for approval. Provide written procedures or drawings as appropriate to the Engineer for approval showing any modifications to shaft dimensions, plans for remedial actions of the shafts, or proposed testing. When the anomalous zone is near the surface, repair plan may show the mechanical removal and replacement of the concrete. Straddle shafts must be designed by a Professional Engineer registered in Oklahoma and reviewed by the Bridge Engineer. Provide qualifications for subcontractors doing mitigation procedures such as pressure grouting, micro piles, perimeter grouting, or other procedures. At a minimum, provide the following for grouting mitigation: any proposed cutting of high pressure inspection tubes, high pressure washing, water flow testing, flushing (high volume, low pressure washing), down-hole camera observations, grouting procedures, conformance testing, and required documentation. Once the plan has been reviewed and approved by the Engineer, proceed with the remedial action or testing as directed by the Engineer.

The Engineer will make the determination of final shaft acceptance or rejection based on initial and supplemental integrity testing results or repairs done by the Contractor. The Engineer will provide a determination of acceptance of any remedial action proposed by the Contractor. The Engineer may require the complete replacement of the shaft, addition of straddle shafts to compensate for capacity loss, or additional integrity testing including coring. Any remedial action necessary will be done at the Contractor's expense.

516.05 METHOD OF MEASUREMENT

The Engineer will measure the length of Drilled Shafts and Trial Drilled Shafts from the shaft base to the top of the shaft. The Engineer will base measurements on elevations shown on the plans or approved by the Engineer. The Engineer will not measure corrective work or miscellaneous items, such as, soil samples and rock cores required by the Contract, rebar splices, permanent casings, lost tools and equipment, overreamed excavation, surface excavation and backfill, overflow concrete and concrete placed outside the neat lines of the shaft. If required by the Contract, the Engineer will measure CSL testing per drilled shaft tested. The Engineer will not measure tests for determining the extent of defects. The Engineer will not make reductions in drilled shaft measurements due to obstructions.

516.06 BASIS OF PAYMENT

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

<table>
<thead>
<tr>
<th>Pay Item:</th>
<th>Pay Unit:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A) DRILLED SHAFTS</td>
<td>Linear Foot [Meter]</td>
</tr>
<tr>
<td>(B) TRIAL DRILLED SHAFTS</td>
<td>Linear Foot [Meter]</td>
</tr>
</tbody>
</table>
The Department will pay for the following under a Supplemental Agreement:

- Approved obstructions,
- Additional nondestructive testing or core drilling required by the Engineer that reveals no structural defects, and
- Contractor soil sampling or rock coring directed by the Engineer.

The Department will not pay for the following:

- Nondestructive testing or core drilling directed by the Engineer that reveals structural defects.
- Additional NDT testing or core drilling requested by the Contractor done after a shaft has been rejected regardless of the results,
- CSL tubes (all costs for CSL tubes will be included in price bid for drilled shafts), and
- Shaft inspection devices used to inspect the shaft bottom.
NOTE:
Use five (5) drop locations, as noted, to verify bottom of hole has been properly cleaned. Additional drops may be required as directed by the Engineer to verify proper cleaning and acceptance.

SHAFT INSPECTION DEVICE INSPECTION LOCATIONS
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:)

525.01 DESCRIPTION

A. General

Cliff Swallows and Barn Swallows are protected by the Federal Migratory Bird Treaty Act. These species commonly use the vertical faces of bridges and culverts for nesting. Once swallows have nested in a bridge, they will return every year with their young to nest again. If swallows are allowed to build nests on the bridge, construction activities which disturb the nests or prevent the parent birds from feeding the young will be prohibited until the young birds are out of the nests.

The nesting season for these species runs from April 1 to August 31. Measures used to prevent the birds from establishing nest in the bridges and culverts will have to be completed prior to the start of the swallow nesting season. In the event the Contractor fails to prevent nesting of migratory birds, the Engineer may suspend work until the end of the nesting season. Time charges will continue during this work suspension if the nesting occurred due to the negligence or inattentiveness of the Contractor in installing the nest prevention measures.

B. Contract Administration

In observance of the nesting season, the Contractor is required to protect the bridge structure(s) immediately upon issuance of the Notice to Proceed, and prior to April 1st. Contract time will not be assessed for this activity if done during this time frame. Time charges for the project will begin on the date the Contractor begins contract work (other than nest prevention), or the Effective Date specified in the Notice to Proceed.

525.02 MATERIALS

A. Netting

Provide corrosion resistant bird netting or mesh that will withstand UV ray degradation. Ensure the lengths and widths of the netting/mesh openings are ½ to ¾ inch.
B. Lubricant

Provide a non-toxic, environmentally safe and ecologically sound lubricant which will adhere to the surface finish of the vertical face determined to be suitable for swallow nest establishment. While the Department does not specify a particular lubricant, products such as vegetable oil, Bird-X™ Bird Proof Bird Repellent, or equivalent environmentally safe, manufactured products are favorable considerations.

525.04 CONSTRUCTION METHODS

In order to be able to perform contract work which would normally disturb nesting swallows, use one of the following methods to prevent swallows from nesting in the bridge prior to the beginning of the nesting season:

A. Netting

Power wash the bridge of any empty swallow nests prior to the beginning of the nesting season.

Wrap and secure the netting material around the bridge abutments, underneath the bridge deck, and any other locations where cliff swallows could build their nests. Every two (2) to three (3) feet, nail wood-frame blocks (1" x 12") to the edges of the netting material to further secure its placement. The net should not have any loose pockets or wrinkles that could trap and entangle birds. If a plastic net is used, ensure the net is pulled taut in order to prevent flapping in the wind, which results in tangles or breakage at mounting points.

Maintenance of the netting is the responsibility of the Contractor. After the netting is installed, monitor the area for entry points and make adjustments as necessary.

B. Lubricating

Power wash the bridge of any empty swallow nests prior to the beginning of the nesting season. Create a slick surface on possible nesting sites by covering the areas with an approved lubricant.

If lubricating the surface with a manufactured product, coat the surface in accordance with the manufacturers recommendations. Continue such application throughout the nesting season, or until all nest disturbing construction activities have been completed, whichever comes first.

If lubricating the surface with vegetable oil, coat the surface sufficiently as to prevent the adherence of swallow nest to the bridge structure. Repeat the application every two (2) weeks throughout the nesting season, or until all nest disturbing construction activities have been completed, whichever comes first. Obtain approval from the Engineer before resuming nest disturbing activities prior to August 31 when it is observed that nesting activities have ceased. The Engineer will notify the Department’s Biologist to confirm that nesting has ceased, and approve the resumption of nest disturbing activities.
525.06 BASIS OF PAYMENT

The Department will pay for this work at the contract unit price per the specified pay unit as follows:

<table>
<thead>
<tr>
<th>Pay Item:</th>
<th>Pay Unit:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A) NEST PREVENTION - NETTING</td>
<td>LSUM</td>
</tr>
<tr>
<td>(B) NEST PREVENTION - LUBRICATING</td>
<td>LSUM</td>
</tr>
<tr>
<td>(C) NEST PREVENTION</td>
<td>LSUM</td>
</tr>
</tbody>
</table>

Payment for Nest Prevention - Netting will be considered full compensation for all materials, labor, equipment, and incidentals to perform the work as specified in the plans and specifications.

Payment for Nest Prevention - Oiling will be considered full compensation for all materials, labor, equipment, and incidentals to perform the work as specified in the plans and specifications.

Payment for Nest Prevention will be considered full compensation for all materials, labor, equipment, and incidentals to perform the work as specified in the plans and specifications. Methods other than those specified herein must be approved by the Department’s Biologist.

When nest prevention measures are put in place prior to beginning the Contract time, payment will be made on the first progressive estimate approved for payment by the Engineer.
OKLAHOMA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION
FOR
WARM MIX ASPHALT MATERIAL REQUIREMENTS

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

708.04 COMPOSITION OF MIXTURES (Add the following:)

F. Warm Mix Asphalt

Unless otherwise shown on the plans, mixtures produced as Warm Mix Asphalt (WMA) will be accepted at the Contractor’s option. For WMA, mixing temperatures may be reduced. Unless otherwise directed, use only WMA additives or processes listed on the Department’s approved list maintained by the Materials Division. The Materials Division Engineer may accept new additives or processes with sufficient evidence of performance.

Prepare WMA mix designs in general accordance with AASHTO R 35 except where modified by these specifications. WMA requirements are the same as for HMA except noted. When using the technology during a mix design, increase the oven aging period to four hours before preparing samples for moisture susceptibility and rut testing. Report the supplier’s recommended temperatures for plant mixing and roadway compaction on the mix design. Report the supplier’s recommended temperatures for laboratory mixing and compaction on the mix design.

For WMA using an additive technology, perform the mix design using the additive. For WMA designs that use a plant process, perform the mix design as an HMA mix design. If the laboratory has a foamer, the design may be performed using that process. Alternatively, use an existing approved HMA mix design except when the percent binder absorbed exceeds 1.00 percent. The percent binder absorbed formula is shown at the end of this paragraph. When the percent binder absorbed exceeds 1.00 percent, use the plant-produced WMA material for moisture susceptibility and rut testing. Report the additive or process used by name, supplier source, and application rate (if applicable) on the mix design.

\[
P_{ba} = \frac{100 G_b (G_{se} - G_{sb})}{G_{se} G_{sb}}
\]

Where:
- \(P_{ba}\) = Percent binder absorbed by total mass of aggregate,
- \(G_b\) = Specific gravity of the binder,
- \(G_{se}\) = Effective specific gravity of the combined aggregates, and
- \(G_{sb}\) = Bulk specific gravity of the combined aggregates.
OKLAHOMA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION
FOR
HAMBURG RUT TESTING OF HOT MIX ASPHALT

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

708.04 COMPOSITION OF MIXTURES (Revise the following:)

Remove references to APA rut depth in Tables 708:8, 708:9, 708:10, and 708:11.

Add the following Table between Tables 708:11 and 708:12:

<table>
<thead>
<tr>
<th>Table 708:11a</th>
<th>Hamburg Rut Test Requirements&lt;sup&gt;a,b&lt;/sup&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Binder Grade</strong></td>
<td><strong>Minimum Number of Passes to 12.50 mm Rut Depth, Tested at 122 °F</strong></td>
</tr>
<tr>
<td>PG 64</td>
<td>10,000</td>
</tr>
<tr>
<td>PG 70</td>
<td>15,000</td>
</tr>
<tr>
<td>PG 76</td>
<td>20,000</td>
</tr>
</tbody>
</table>

Note: For the purposes of this table PG64, PG70, and PG76 refer to the high temperature grade of the binder.

<sup>a</sup> Rut test requirements apply to Superpave, SMA, and RIL mixes only.

<sup>b</sup> Pre-existing mix designs meeting the APA rut requirements may be accepted by the Materials Engineer.

708.06 SAMPLING AND TESTING (Amend Table 708:13 to include the following:)

<table>
<thead>
<tr>
<th>Table 708:13</th>
<th>Sampling and Testing of Aggregates, Bituminous Mixtures, and Asphalt Materials</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Materials</strong></td>
<td><strong>Testing Method</strong></td>
</tr>
<tr>
<td>Bituminous Mixtures</td>
<td></td>
</tr>
<tr>
<td>Rutting susceptibility using the Hamburg Rut Tester</td>
<td>OHD L-55</td>
</tr>
</tbody>
</table>
OKLAHOMA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION
FOR
PLANT MIX BITUMINOUS BASES AND SURFACES (SUPERPAVE)

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

708.02 MINERAL AGGREGATE (Replace Table 708:1 with the following:)

<table>
<thead>
<tr>
<th>Test</th>
<th>Superpave</th>
<th>Stone Matrix Asphalt</th>
<th>Permeable Friction Course</th>
<th>Rich Bottom Layer</th>
<th>Open Graded Friction Surface Course</th>
<th>Open Graded Bituminous Base</th>
</tr>
</thead>
<tbody>
<tr>
<td>L.A. Abrasion % wear, % wear</td>
<td>≤ 40</td>
<td>≤ 40</td>
<td>≤ 40</td>
<td>≤ 30</td>
<td>≤ 40</td>
<td>≤ 40</td>
</tr>
<tr>
<td>Micro-Deval %, % wear</td>
<td>—</td>
<td>—</td>
<td>≤ 25</td>
<td>≤ 25</td>
<td>—</td>
<td>≤ 25</td>
</tr>
<tr>
<td>Sand equivalent b, % wear</td>
<td>≥ 40</td>
<td>≥ 45</td>
<td>≥ 50</td>
<td>—</td>
<td>≥ 40</td>
<td>—</td>
</tr>
<tr>
<td>Mechanically Fractured Faces b, %, %</td>
<td>≥ 85/80</td>
<td>≥ 95/90</td>
<td>≥ 98/95</td>
<td>≥ 98/95</td>
<td>≥ 98/95</td>
<td>≥ 98/95</td>
</tr>
<tr>
<td>Aggregate Durability Index a</td>
<td>≥ 40</td>
<td>≥ 40</td>
<td>≥ 40</td>
<td>≥ 40</td>
<td>≥ 40</td>
<td>≥ 40</td>
</tr>
<tr>
<td>Insoluble Residue a, %</td>
<td>≥ 30</td>
<td>≥ 40</td>
<td>≥ 40</td>
<td>≥ 40</td>
<td>—</td>
<td>≥ 40</td>
</tr>
<tr>
<td>Flat and Elongated a, %</td>
<td>≤ 10</td>
<td>≤ 10</td>
<td>≤ 10</td>
<td>≤ 10</td>
<td>≤ 10</td>
<td>≤ 10</td>
</tr>
<tr>
<td>Natural Sand and Gravel b, %</td>
<td>≤ 15</td>
<td>≤ 15</td>
<td>≤ 15</td>
<td>0</td>
<td>≤ 15</td>
<td>0</td>
</tr>
<tr>
<td>Clay Balls and Friable Particles a, %</td>
<td>≤ 1.0</td>
<td>≤ 1.0</td>
<td>≤ 1.0</td>
<td>0</td>
<td>≤ 1.0</td>
<td>0</td>
</tr>
<tr>
<td>Soft Particles a, %</td>
<td>≤ 5</td>
<td>≤ 5</td>
<td>≤ 5</td>
<td>≤ 5</td>
<td>≤ 5</td>
<td>≤ 5</td>
</tr>
<tr>
<td>Sticks or Roots a, %</td>
<td>≤ 0.5</td>
<td>≤ 0.5</td>
<td>≤ 0.5</td>
<td>0</td>
<td>≤ 0.5</td>
<td>0</td>
</tr>
</tbody>
</table>

Replace Table 708:1 with the following:
Table 708:1
Physical Properties of Aggregates

<table>
<thead>
<tr>
<th>Note: For this table: PG64, PG70, and PG76 refer to the high temperature grade of the binder. Unless otherwise noted, specifications for PG binder grades higher than PG76 will use PG76 specifications.</th>
</tr>
</thead>
<tbody>
<tr>
<td>a Applies to each source.</td>
</tr>
<tr>
<td>b Applies to the combined aggregate.</td>
</tr>
<tr>
<td>c Applies to the aggregate retained on the No. 4 [4.75 mm] sieve.</td>
</tr>
<tr>
<td>d Applies to the combined coarse aggregate.</td>
</tr>
<tr>
<td>e Applies to the coarse aggregate in the surface course. Does not apply to shoulders, driveways, and temporary detours.</td>
</tr>
<tr>
<td>f A flat and elongated piece has a length greater than five times the thickness.</td>
</tr>
<tr>
<td>g Applies to combined aggregate. If the maximum for the combined aggregate is not exceeded, the Department will allow 1.5% for one source.</td>
</tr>
<tr>
<td>h In the mechanically fractured faces requirement format &quot;xx/yy,&quot; &quot;xx&quot; is the minimum percentage of coarse aggregate requiring one fractured face, and &quot;yy&quot; is the percentage requiring two fractured faces.</td>
</tr>
</tbody>
</table>

708.04 COMPOSITION OF MIXTURES

A. Asphalt Mix Design and Initial Job-Mix Formula (Replace the 3rd paragraph with the following:)

Ensure the initial JMF is in accordance with Tables 708:6, 708:8, and 708:9, or Tables 708:7, 708:8, and 708:9 for the type of mix required by the Contract. Prepare a trial mixture in accordance with Subsection 411.04.C. Propose changes to the JMF if the trial, prepared at the initial JMF proportions, fails to meet the requirements of Tables 708:6, 708:10, 708:11, and 708:12, or Tables 708:7, 708:10, 708:11, and 708:12. If the changes do not produce a mix design in accordance with these tables, the Resident Engineer will require a new mix design. If the changes do produce a mix design in accordance with these tables, the Department's Materials Engineer will approve the changes for adjustment of the JMF.

B. Plant Produced Mixtures (Replace the 1st and 2nd paragraphs with the following:)

Provide a uniform, plant produced mixture of the combined aggregate and asphalt in accordance with Tables 708:6, 708:10, and 708:11, or Tables 708:7, 708:10, and 708:11 within the specification limits established by the JMF with allowable tolerances.

After the plant is in operation, propose any necessary adjustments to the JMF in accordance with Table 708:6 or Table 708:7. If test results indicate the adjustments are in accordance with Tables 708:10 and 708:11, adjust the JMF accordingly.
C. Reclaimed Asphalt Pavement (Replace the 2nd paragraph with the following):

Regardless of the layer or binder type, the Department's Materials Engineer will accept superpave mixtures with no greater than 25 percent RAP for shoulders, driveways, and layers serving as a bond breaker under PCC pavements if the mixture meets the Contract requirements for the type or grade. Superpave mixtures containing up to 35 percent RAP will be accepted in temporary detours if the mixture meets the Contract requirements for the type or grade, and if the mixture can be produced meeting air quality standards set forth by the Oklahoma Department of Environmental Quality. Temporary is defined as any material that will not become part of any permanent pavement. Temporary material must be removed before the end of the project.

(Replace Table 708:6 with the following:)

<table>
<thead>
<tr>
<th>Sieve Size *</th>
<th>S2 %</th>
<th>S3 %</th>
<th>S4 %</th>
<th>S5 %</th>
<th>S6 %</th>
</tr>
</thead>
<tbody>
<tr>
<td>1½ in [37.5 mm]</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 in [25 mm]</td>
<td>90 – 100</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3/4 in [19.0 mm]</td>
<td>≤ 90</td>
<td>90 – 100</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/2 in [12.5 mm]</td>
<td></td>
<td>≤ 90</td>
<td>90 – 100</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>3/8 in [9.5 mm]</td>
<td></td>
<td></td>
<td>≤ 90</td>
<td>90 – 100</td>
<td>100</td>
</tr>
<tr>
<td>No. 4 [4.75 mm]</td>
<td>≥ 40</td>
<td></td>
<td></td>
<td>≤ 90</td>
<td>80 – 100</td>
</tr>
<tr>
<td>No. 8 [2.36 mm]</td>
<td>29 – 45</td>
<td>31 – 49</td>
<td>34 – 58</td>
<td>37 – 67</td>
<td>54 – 90</td>
</tr>
<tr>
<td>No. 16 [1.18 mm]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. 30 [0.600 mm]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. 50 [0.300 mm]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. 100 [0.150 mm]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. 200 [0.075 mm]</td>
<td>1.0 – 7.0 b</td>
<td>2.0 – 8.0 b</td>
<td>2.0 – 10.0 b</td>
<td>2.0 – 10.0 b</td>
<td>5.0 – 15.0</td>
</tr>
</tbody>
</table>

Other Mixture Requirements

<table>
<thead>
<tr>
<th>NMS c</th>
<th>1 in [25 mm]</th>
<th>% in [19 mm]</th>
<th>% in [12.5 mm]</th>
<th>% in [9.5 mm]</th>
<th>No. 4 [4.75 mm]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asphalt Cement *</td>
<td>≥ 3.9</td>
<td>≥ 4.3</td>
<td>≥ 4.8</td>
<td>≥ 5.3</td>
<td>≥ 5.8</td>
</tr>
<tr>
<td>Performance grade asphalt cement</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
<td>*</td>
</tr>
</tbody>
</table>

* Table 708:6 reflects the sieve size boundaries for design and JMF purposes. After the design is established, the JMF will designate combined aggregate sieve requirements with tolerances in Table 708:12.

b Ensure the ratio of the percent passing the No. 200 [75 µm] sieve to the percent effective asphalt cement is from 0.6 to 1.6.

c Nominal Maximum Size (NMS) is defined as one size larger than the first sieve to retain more than 10 percent.

d The Department's Materials Engineer may adjust the lower limit if the effective specific gravity of the combined aggregates is greater than 2.65. The Department's Materials Engineer may allow adjustments if a theoretical lab molded specimen at the JMF asphalt content meets the VMA requirement at 4% air voids.

e The Contractor may substitute a higher grade of asphalt than that shown on the Plans at no additional cost to the Department.
(Replace Table 708:8 with the following:)

<table>
<thead>
<tr>
<th>Property</th>
<th>Superpave</th>
<th>SMA</th>
<th>PFC</th>
<th>RBL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of SGC Gyrations</td>
<td>PG64</td>
<td>PG70</td>
<td>PG76</td>
<td>PG76</td>
</tr>
<tr>
<td>$N_{ini}$</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>—</td>
</tr>
<tr>
<td>$N_{des}$</td>
<td>50</td>
<td>65</td>
<td>80</td>
<td>50</td>
</tr>
<tr>
<td>Required Density, % of $G_{mm}$</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$N_{ini}$</td>
<td>85.5 - 91.5</td>
<td>85.5 - 90.5</td>
<td>85.5 - 89.0</td>
<td>—</td>
</tr>
<tr>
<td>$N_{des}$</td>
<td>96.0</td>
<td>96.0</td>
<td>96.0</td>
<td>96.0</td>
</tr>
<tr>
<td>VMA, %</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VFA, %</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lab Permeability, cm/s × 10^{-5}</td>
<td>≤ 12.5</td>
<td>≤ 12.5</td>
<td>≤ 12.5</td>
<td>≤ 12.5</td>
</tr>
<tr>
<td>TSR, Min.</td>
<td>0.80</td>
<td>0.80</td>
<td>0.80</td>
<td>0.80</td>
</tr>
<tr>
<td>ITS a, psi</td>
<td>—</td>
<td>—</td>
<td>≥75</td>
<td>—</td>
</tr>
<tr>
<td>Draindown, %</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>≤ 0.20</td>
</tr>
<tr>
<td>Hamburg Rut Test, Min. No.</td>
<td>10,000</td>
<td>15,000</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>of Cycles to 12.50 mm, 122 °F</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: For this table: PG64, PG70, and PG76 refer to the high temperature grade of the binder. Unless otherwise noted, specifications for PG binder grades higher than PG76 will use PG76 specifications.

a Indirect Tensile Strength from AASHTO T 283, preconditioned specimen average, in psi.

(Replace Table 708:9 with the following:)

<table>
<thead>
<tr>
<th>Property</th>
<th>Superpave</th>
<th>SMA</th>
<th>PFC</th>
<th>RBL</th>
</tr>
</thead>
<tbody>
<tr>
<td>VMA a, %</td>
<td>≥ 12.5</td>
<td>≥ 13.5</td>
<td>≥ 14.5</td>
<td>≥ 15.5</td>
</tr>
<tr>
<td>VFA b, %</td>
<td>67 - 73</td>
<td>70 - 75</td>
<td>72 - 77</td>
<td>73 - 78</td>
</tr>
</tbody>
</table>

a VMA is based on the bulk specific gravity of the aggregates.

b VFA is defined as the percentage of VMA containing asphalt binder.
### Table 708:10

**Field Properties of Laboratory Molded Specimens**

<table>
<thead>
<tr>
<th>Property</th>
<th>Superpave PG64</th>
<th>Superpave PG70</th>
<th>Superpave PG76</th>
<th>SMA PG76</th>
<th>PFC PG76</th>
<th>RBL PG64</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of SGC Gyrations</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Nini</td>
<td>50</td>
<td>65</td>
<td>80</td>
<td>50</td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>Required Density, % of Gmm</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nini</td>
<td>85.5 - 91.5</td>
<td>85.5 - 90.5</td>
<td>85.5 - 89.0</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Ndes</td>
<td>94.5 - 97.4</td>
<td>94.5 - 97.4</td>
<td>94.5 - 97.4</td>
<td>94.5 - 97.4</td>
<td>≤ 82.0</td>
<td>96.5 - 99.4</td>
</tr>
<tr>
<td>VMA, %</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VFA, %</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lab Permeability, cm/s × 10^-5</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>TSR, Min.</td>
<td>0.75</td>
<td>0.75</td>
<td>0.75</td>
<td>0.75</td>
<td>-</td>
<td>0.75</td>
</tr>
<tr>
<td>ITS, psi</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Draindown, %</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hamburg Rut Test, Min. No.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>of Cycles to 12.50 mm, 122 °F</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

Note: For this table: PG64, PG70, and PG76 refer to the high temperature grade of the binder. Unless otherwise noted, specifications for PG binder grades higher than PG76 will use PG76 specifications.

*Indirect Tensile Strength from AASHTO T 283, preconditioned specimen average, in psi.

### Table 708:11

**Field Properties of Laboratory Molded Specimens**

<table>
<thead>
<tr>
<th>Property</th>
<th>Superpave</th>
<th>SMA</th>
<th>PFC</th>
<th>RBL</th>
</tr>
</thead>
<tbody>
<tr>
<td>VMA a, %</td>
<td>S2</td>
<td>S3</td>
<td>S4</td>
<td>S5</td>
</tr>
<tr>
<td></td>
<td>≥ 12.0</td>
<td>≥ 13.0</td>
<td>≥ 14.0</td>
<td>≥ 15.0</td>
</tr>
<tr>
<td>VFA b, %</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

*VMA is based on the bulk specific gravity of the aggregates. Compute a new bulk specific gravity from each AASHTO T 209 test. Calculate the value by multiplying the aggregate Effective Specific Gravity (Gse) calculated from the latest AASHTO T 209 test by the aggregate Bulk Specific Gravity (Gsb) from the design. Afterwards, divide the product by the aggregate Gse from the design.*

*b VFA is defined as the percentage of VMA containing asphalt binder.*
708.06 SAMPLING AND TESTING

(Delete the following row from Table 708:13 under the "Aggregates" section:)

| Uncompacted void content of fine aggregate | AASHTO T 304, Method A |

(Delete the following row to Table 708:13 under the "Bituminous Mixtures" section:)

| Rutting susceptibility using the asphalt pavement analyzer | OHD L-43 |

(Add the following row to Table 708:13 under the "Bituminous Mixtures" section:)

| Rutting susceptibility using the Hamburg Rut Tester | OHD L-55 |
OKLAHOMA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION
FOR
MULTIPLE STRESS CREEP RECOVERY (MSCR) TESTING

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

708.03 ASPHALT MATERIALS

Table 708:2

<table>
<thead>
<tr>
<th>Test</th>
<th>PG 64-22 OK</th>
<th>PG 70-28 OK</th>
<th>PG 76-28 OK</th>
</tr>
</thead>
<tbody>
<tr>
<td>MSCR Recovery a, 147.2°F [64°C], %</td>
<td>—</td>
<td>≥50</td>
<td>≥80</td>
</tr>
<tr>
<td>Separation b, %</td>
<td>—</td>
<td>≤10</td>
<td>—</td>
</tr>
<tr>
<td>Original DSR G*/sin(δ), kPa</td>
<td>≤2.50</td>
<td>≤2.50</td>
<td>≤2.50</td>
</tr>
<tr>
<td>RTFO DSR G*/sin(δ), kPa</td>
<td>≤5.50</td>
<td>≤5.50</td>
<td>≤5.50</td>
</tr>
<tr>
<td>Spot test c</td>
<td>Negative</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Solubility in trichloroethylene, %</td>
<td>≥99</td>
<td>≥99</td>
<td>≥99</td>
</tr>
</tbody>
</table>

Note: Asphalt binder suppliers will provide handling requirements and recommended field mixing and compaction temperatures for their product to the hot-mix producer.

a AASHTO TP 70 average percent recovery at 3.2 kPA, R3.2.
b Separation test samples are prepared in accordance with ASTM D 5976, but are reported as the difference in G* between the top and bottom samples.
c Spot test using solvent blend of 65 percent heptane and 35 percent xylene by volume.

708.06 SAMPLING AND TESTING

Table 708:13

<table>
<thead>
<tr>
<th>Materials Testing Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multiple Stress Creep Recovery (MSCR) Test of Asphalt Binder Using a Dynamic Shear Rheometer (DSR)</td>
</tr>
</tbody>
</table>

(Revise Table 708:13 to remove the following row, and its associated footnote):

| Elastic recovery test by means of ductilometer c | ASTM D 6084 |
OKLAHOMA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION
FOR
BRIDGE BEARING STRUCTURAL STEEL

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

724.05 BRIDGE BEARING ASSEMBLIES (Replace with the following):

A. Stainless Steel Bearing Assemblies

For bridge structure anchor plates, provide austenitic stainless steel plate in accordance with ASTM A240, UNS Designation S31600 (Type 316) or S31603 (Type 316L). Charpy V-Notch (CVN) Impact Testing will not be required.

For bridge structure anchor bolts, provide continuously threaded austenitic stainless steel bars in accordance with ASTM A320, Class 2, Grade B8M, UNS Designation S31600 (Type 316) or S31600 (Type 316L). As an option, anchor bolts manufactured from duplex stainless steel meeting the following requirements may be provided:

- Use Duplex (UNS S32304) solid stainless steel
- Provide 58ksi (400MPa) minimum yield strength when tested in accordance with the requirements of ASTM A276.
- Provide steel meeting the requirements of ASTM A276 and ASTM A955 from an ISO9001 certified manufacturing facility.
- Remove rolling scale from the surface of the duplex stainless steel bar by acid pickling.

Provide austenitic stainless steel nuts for anchor bolts in accordance with ASTM A194, Grade 8M, Class 1. Charpy V-Notch (CVN) Impact Testing will not be required.

Provide austenitic stainless steel washers for anchor bolts in accordance with ASTM A320, UNS Designation S31600 (Type 316) or S31600 (Type 316L). Charpy V-Notch (CVN) Impact Testing and strain hardening will not be required.

When welding stainless steel or welding to stainless steel, ensure all welding complies with ANSI/AASHTO/AWS D1.6, “Structural Welding Code - Stainless Steel,” and ensure the deposited weld metal has an atmospheric corrosion resistance and coloring characteristics similar to the base metal. Comply with the steel manufacturer’s recommendations, Table 724:5, and ANSI/AASHTO/AWS D1.6, “Structural Welding Code - Stainless Steel.”
Table 724.5
Filler Metal Specifications for Stainless Steel

<table>
<thead>
<tr>
<th>Filler Metal</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shielded metal arc welding (SMAW) electrodes</td>
<td>ANSI/AWS A5.4</td>
</tr>
<tr>
<td>Electrodes and fluxes for submerged arc welding (SAW)</td>
<td>ANSI/AWS A5.9</td>
</tr>
<tr>
<td>Electrodes for gas metal arc welding (GMAW)</td>
<td>ANSI/AWS A5.9</td>
</tr>
<tr>
<td>Electrodes for flux-cored arc welding (FCAW)</td>
<td>ANSI/AWS A5.22</td>
</tr>
</tbody>
</table>

Ensure electrodes and electrode-flux combinations are compatible with the type and thickness of the welded steel. Use electrodes and electrode-flux combinations with the type current, polarity, and positions in accordance with ANSI/AASHTO/AWS D1.6, “Structural Welding Code - Stainless Steel.”

B. Weathering Steel Bearing Assemblies

For bridge structure anchor plates, provide structural steel plate and angles in accordance with AASHTO M270 (ASTM A 709), Grade 50W. Charpy V-Notch (CVN) Impact Testing will not be required. Paint the structural steel anchor plates after all welding in accordance with Section 512. Use a category “N”, IZ-E-U paint system in accordance with subsection 512.04.B.(2). Coat all faying surfaces with inorganic zinc primer only. Apply the primer coat at the fabrication facility, and the intermediate and top coats at the project site.

For bridge structure anchor bolts, provide continuously threaded steel bars in accordance with AASHTO M 270 (ASTM A 709), Grade 50W. Charpy V-Notch (CVN) Impact Testing will not be required. Galvanize the anchor bolts in accordance with subsection 724.06.

Provide steel nuts for anchor bolts in accordance with AASHTO M 291 (ASTM A 563), Grade C3 or DH3. Galvanize the nuts in accordance with subsection 724.06.

Provide steel washers for anchor bolts in accordance with AASHTO M293 (ASTM F 436), Type 3, circular. Galvanize the washers in accordance with subsection 724.06.

Welding of weathering steel bearing assemblies will be in accordance with Section 724.03.
OKLAHOMA DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

ELASTOMERIC BEARING PADS

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

(Replace with the following:)

733.06 ELASTOMERIC BEARING PADS

A. Description

Provide plain and laminated elastomeric bearing pads for bearings used in, on, or under structural members with the dimensions and physical test parameters shown in the contract documents. Provide shop drawings to the Engineer for review and approval before beginning pad manufacture.

B. Materials

Provide materials, fabrication, fabrication tolerances, markings, certification testing, and installation for elastomeric bearing pads in accordance with AASHTO LRFD Bridge Construction Specifications. Provide low temperature Grade 2 elastomer compounds made containing only virgin crystallization resistant polychloroprene (neoprene) as the raw polymer. Provide \( \frac{1}{8} \) in [3.2 mm] embedded laminate edge covers or connection members for steel reinforced bearing pads. Provide steel laminates in accordance with AASHTO M270 Grade 50 or ASTM A 1011 Grade 40. If the contract documents require the anchor plate to be bonded to the bearing pad, ensure a heat-bonded connection is made by the pad manufacturer during the vulcanization process. Ensure the steel anchor plate meets the requirements for the appropriate sub-section of Section 724 and the contract documents before beginning the vulcanization process.

An elastomeric bearing pad is tested and accepted in one of two ways based on the manner in which the contract documents specify the pad.

(1) Pad specified with Shear Modulus

When the contract documents specify the elastomeric bearing pad by the Shear Modulus only, or the Shear Modulus and Durometer Hardness, provide the bearing pad in accordance with AASHTO M251. When the Durometer Hardness is specified, ensure the Durometer Hardness meets the tolerances of AASHTO M251 Appendix X1 for Hardness when tested in accordance with ASTM D 2240.

(2) Pad specified by Durometer only

When the contract documents specify the elastomeric bearing pad by the Durometer Hardness only, provide the bearings pad in accordance with AASHTO M251 using Appendix X1, and ensure
the Shear Modulus when tested in accordance with AASHTO M251 meets the requirements in Table 733:1

<table>
<thead>
<tr>
<th>Durometer Hardness</th>
<th>Shear Modulus, psi [Mpa], minimum</th>
</tr>
</thead>
<tbody>
<tr>
<td>50</td>
<td>110 [0.76]</td>
</tr>
<tr>
<td>60</td>
<td>150 [1.03]</td>
</tr>
<tr>
<td>70</td>
<td>235 [1.62]</td>
</tr>
</tbody>
</table>

C. Acceptance

The Engineer will accept elastomeric bearing pads on the following:

- Submit to the Engineer a Type A certification showing compliance with the contract requirements.
- Submit to the Engineer one full-size finished bearing pad, per lot, size, type or shipment, for physical testing by the Department’s Materials Division or its representative. The Department’s Materials Division may conduct on-site inspection of bearing pads for slab bridges or other pads deemed by the Materials Engineer to be too cumbersome for submission to the laboratory.
- Upon test completion, approved bearing pads may be collected by the Contractor or the pad manufacturer from the Department’s Materials Laboratory or its representatives test facility. The Department will not return failed bearing pads.
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.

<table>
<thead>
<tr>
<th>Component</th>
<th>Test Method</th>
<th>White 1</th>
<th>Yellow 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Binder</td>
<td></td>
<td>20% min</td>
<td>20% min</td>
</tr>
<tr>
<td>TiO2, Type II Rutile</td>
<td>ASTM D476</td>
<td>10% min</td>
<td>-</td>
</tr>
<tr>
<td>Glass Beads</td>
<td>AASHTO T 250</td>
<td>40% min</td>
<td>40% min</td>
</tr>
<tr>
<td>Yellow Pigment</td>
<td></td>
<td>-</td>
<td>% min per Manufacturer</td>
</tr>
<tr>
<td>Calcium Carbonate and Inert Filler (-200 mesh sieve)</td>
<td></td>
<td>30% max</td>
<td>37.5% max</td>
</tr>
</tbody>
</table>

1 Percentages are by weight.

Provide alkyd/maleic binder consisting of a mixture of synthetic resins (at least one synthetic resin must be solid at room temperature) and high boiling point plasticizers. At least one-half of the binder composition must be 100% maleic-modified glycerol of rosin, and be no less than 15% by weight of the entire material formulation.
B. Lead-Free Yellow Thermoplastic Traffic Stripe

(1) General

Provide plastic marking materials for traffic markings applied to asphaltic or Portland cement in accordance with Section 711, “Traffic Stripe”.

Clearly mark each bag to indicate color, weight, pigment type (for yellow only), and lot or batch number. (A lot or batch number is each individual mix or blend that produces a finished product ready for use.)

Ensure each bag contains 50 lbs of material.

(a) Pigments

Provide lead-free yellow and filler pigments that pass a U.S. Standard Sieve Number 200 when washed free of resins by solvent washing.

(b) Prime

Provide yellow pigment that is heat resistant and weather-stable. Ensure the yellow pigment is lead-free, organic yellow pigment (C. I. Pigment Yellow 83, opaque version). Do not mix pigment types within a batch. Obtain the 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 (ASTM E28).

(g) Color

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

<table>
<thead>
<tr>
<th>Table 855:0B Daytime CIE Chromaticity Coordinate Corner Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
</tr>
<tr>
<td>x</td>
</tr>
<tr>
<td>Yellow</td>
</tr>
</tbody>
</table>
The yellow material must meet the specified color requirements listed in Table 855:0B for yellow before and after 500 hours for yellow of Weather-Ometer exposure. Weather-Ometer exposure will be in accordance with ASTM G155 using Exposure Cycle 1 with a quartz inner filter glass and Type “S” Borosilicate outer filter glass.

The nighttime CIE chromaticity coordinates for yellow thermoplastic, when utilizing a retro-reflectometer capable of measuring night color of pavement markings in accordance with ASTM E1710, must fall within an area having the following corner points during the life of the stripe:

| Table 855:0C |
| Nighttime CIE Chromaticity Coordinate Corner Points |
| x | y | x | y | x | y | x | y |
| Yellow | .53 | .47 | .49 | .44 | .50 | .42 | .51 | .40 | .57 | .43 |

Traffic stripe materials shall be characterized as non-hazardous as defined by the Resource Conservation and Recovery Act (RCRA) 40 CFR 261, and the material shall not exude fumes which are hazardous, toxic or detrimental to persons or property. Provide supporting independent analytical data or product material safety data sheets (MSDS) identifying non-hazardous designations.

Additionally, ensure the traffic stripe materials contain no more than 5.0 ppm lead by weight when tested in accordance with the RCRA reference above. Provide supporting independent analytical data.

(h) Formulation

| Table 855:0D |
| Yellow % by Weight |
| Binder | 20 min |
| C.I. Pigment Yellow 83 | 1.5 min |
| Calcium Carbonate | 20-42 |
| Glass Traffic Beads | 30-45 |
| Total | 100 |
855.04 CONSTRUCTION METHODS

B. Application of Markings (Add the following:)

In the event that temperatures and conditions are not conducive to the installation of permanent pavement markings within the specified time frame, the 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:

<table>
<thead>
<tr>
<th></th>
<th>White</th>
<th>Yellow</th>
</tr>
</thead>
<tbody>
<tr>
<td>mcd/m²/lx</td>
<td>Contract unit price adjustment</td>
<td>mcd/m²/lx</td>
</tr>
<tr>
<td>≥ 450</td>
<td>100%</td>
<td>≥ 300</td>
</tr>
<tr>
<td>400 - 449</td>
<td>75%</td>
<td>275 - 299</td>
</tr>
<tr>
<td>250 - 399</td>
<td>50%</td>
<td>225 - 274</td>
</tr>
<tr>
<td>&lt; 250</td>
<td>Remove and replace</td>
<td>&lt; 225</td>
</tr>
</tbody>
</table>

(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
PORTABLE LONGITUDINAL BARRIER

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

877.02 MATERIALS (Replace with the following:)

Provide materials in accordance with the following sections:

<table>
<thead>
<tr>
<th>Material</th>
<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>Portland Cement Concrete, Class A</td>
<td>701</td>
</tr>
<tr>
<td>White Concrete</td>
<td>701.14</td>
</tr>
<tr>
<td>Reinforcing Steel</td>
<td>723</td>
</tr>
</tbody>
</table>

Submit alternative designs for approval by the Engineer before starting the manufacture of concrete barriers. The Engineer will consider alternative and special design features influencing the casting of a section, and attachments or holes that facilitate the handling and lifting of a section. Ensure alternative designs meet the exterior dimensions as shown on the Plans and performance criteria in accordance with NCHRP 350 test level three (TL-3) guidelines.

The Contractor may choose to utilize a steel barrier section in lieu of a concrete barrier section. The steel barrier system must be approved for use and listed on the ODOT Traffic Division Qualified Products List (QPL). Ensure the steel barrier system meets all performance criteria in accordance with NCHRP-350 test level three (TL-3) guidelines.

Ensure all structural elements for the steel barrier system are fabricated from galvanized steel. Ensure all bolts, nuts and washers are galvanized.

877.04 CONSTRUCTION METHODS (Replace with the following:)

At the locations shown on the Plans, or as directed by the Engineer, provide crashworthy impact attenuators or end treatments for portable longitudinal barrier systems. Ensure the portable longitudinal barrier systems and end treatments satisfy the NCHRP Report 350 for test level three (TL-3) guidelines. Submit certified test results meeting the test and performance criteria in accordance with NCHRP 350 guidelines.

Deliver, locate, and align the portable longitudinal barrier system as shown on the Plans, or as directed by the Engineer. Ensure the surface between the portable longitudinal barrier system and the edge of the traveled way is smooth, without edge drop-offs, holes, depressions, or slope changes.

When the Project no longer requires portable longitudinal barriers to protect the work site or traveling public, remove the barriers and hardware from the Project.
If utilizing Department owned portable longitudinal barrier, deliver it to the Department storage facility shown on the Plans upon completion of the work requiring its use. At the storage facility, stockpile the barrier sections and store hardware in sturdy containers marked for future use.

A. Concrete Longitudinal Barrier

Before casting the portable longitudinal barrier, notify the Engineer of the casting site and start date. Mix, place, finish, and cure the longitudinal barriers in accordance with Subsection 627.04, "Construction Methods."

Submit written certification indicating barrier fabrication in accordance with the Specifications before delivering portable longitudinal barriers to the Project.

Prevent damage to longitudinal barrier sections and hinges during fabrication, storage, handling, and placement. Repair minor chipping, spalling, and scars as directed by the Engineer. Make repairs, or replace damaged sections and hinges at no additional cost to the Department.

Finish surfaces supporting the portable longitudinal barrier units to provide a full and uniform bearing over the entire bearing area. Correct bearing defects as approved by the Engineer. Connect or join units as shown on the Plans. Align joint units horizontally and vertically to present a uniform appearance.

B. Steel Longitudinal Barrier

Construct the steel barrier system from a series of individual sections. Ensure each barrier section is no longer than 50 ft [15.24 m] and no shorter than 13 ft [4 m]. Anchor each end section of the barrier to the roadway in accordance with the manufacturer’s recommendations. Accomplish barrier system section connections in accordance with the manufacturer’s recommendations.

877.05 METHOD OF MEASUREMENT (Add the following:)

Measure Deliver Portable Longitudinal Barrier as the quantity of Department approved Contractor owned barrier delivered to the project, and placed in its first functional location and removed from its last functional location on the project.

Measure Relocation of Longitudinal Barrier as the quantity of barrier moved from one functional location to another functional location on the project site, when specified on the plans.
The Department will pay for each pay item at the contract unit price per the specified pay unit as follows:

<table>
<thead>
<tr>
<th>Pay Item:</th>
<th>Pay Unit:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A) Deleted</td>
<td></td>
</tr>
<tr>
<td>(B) DELIVER PORTABLE LONGITUDINAL BARRIER</td>
<td>Linear Foot [Meter]</td>
</tr>
<tr>
<td>(C) RELOCATION OF PORTABLE LONGITUDINAL BARRIER</td>
<td>Linear Foot [Meter]</td>
</tr>
</tbody>
</table>

The Department will pay 80 percent of the contract unit price for Deliver Portable Longitudinal Barrier upon delivery and placement of the portable longitudinal barrier to the project in its first functional location, as shown on the Plans. The Department will pay the remaining 20 percent after removal of the barrier from its last functional location on the Project.

For Relocation of Portable Longitudinal Barrier, the Department will pay the contract unit price after the barrier is moved from one functional location to another functional location within the project limits, as shown on the Plans.
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).

<table>
<thead>
<tr>
<th>Sheeting Type</th>
<th>Min</th>
<th>Max</th>
<th>Fluorescence Luminance Factor Limit ( Y_F )</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fluorescent Orange</td>
<td>25</td>
<td>None</td>
<td>15</td>
</tr>
</tbody>
</table>
General Decision Number: OK160018 01/08/2016 OK18

Superseded General Decision Number: OK20150018

State: Oklahoma

Construction Type: Highway


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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number
Publication Date
0 01/08/2016

SUOK2011-005 04/18/2011

RATES

Carpenter (Excludes Form Work)
Caddo County...............$ 12.18
Custer County...............$ 12.39
Remaining Counties........$ 12.57

Cement Mason/Concrete Finisher
Caddo County...............$ 11.04
Custer County...............$ 13.38
Remaining Counties........$ 12.53
Washita County.............$ 12.35

Form Worker
Remaining Counties........$ 11.46
Washita County.............$ 11.13

Guardrail Installer (Includes Guardrail/Post Driver Work)......$ 9.70

Ironworker, Reinforcing.......$ 13.63

Laborer
Air/Power Tool Operator (Includes Handheld Concrete Saws and Chipping Guns)...............$ 12.79
Asphalt Raker and Shoveler........$ 10.49
Common or General
Beckham County...........$ 10.47
Caddo County...............$ 10.30
Custer County...............$ 10.60
Greer County.................$ 10.05
Jefferson County............$ 10.07
Kiowa County................$ 9.54
Remaining Counties........$ 10.25
Roger Mills County........$ 10.08
Stephens County...........$ 10.31
Washita County.............$ 10.27
Pipelayer..................$ 11.83
Traffic Control (Includes Flagger, Setting Up and Moving Cones/Barrels)........$ 10.39
Vibrating Plate.............$ 12.70

POWER EQUIPMENT OPERATOR:
Asphalt Paver Screed $13.19
Asphalt Paving Machine $12.32
Asphalt Plant $14.70
Backhoe/Trackhoe
  Caddo County $13.46
  Remaining Counties $13.71
Bobcat/Skid Loader $12.06
Broom $11.02
Bulldozer $13.69
Concrete Paving Machine $14.42
Concrete Saw $12.46
Crane $16.61
Distributor Truck $12.24
Excavator $15.45
Grader/Blade
  Caddo County $13.18
  Remaining Counties $13.30
Loader (Front End) $12.21
Mechanic $16.89
Milling Machine $11.81
Mixer $14.56
Oiler $13.84
Roller (Asphalt)
  Caddo County $12.73
  Remaining Counties $12.61
Roller (Dirt Compaction) $10.22
Rotomill $17.33
Scraper $12.82
Striping Machine $12.11
Tractor/Box Blade $9.79
Transfer Material Machine $12.38
Trencher $14.66

TRUCK DRIVER
  Concrete Truck $14.22
  Dump Truck $12.84
  Flatbed Truck $15.30
  Lowboy/Float $16.02
  Off the Road Truck $11.84
  Single Axle Truck (Includes Pilot Car) $12.30
  Straight Truck $15.92
  Tandem Axle/Semi Trailer $13.53
  Water Truck $12.00

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

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

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

Union Rate Identifiers

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

END OF GENERAL DECISION
COTTON COUNTY
DIVISION 7

J/P: 28036(04)

US-277
OVER DEEP RED CREEK

U.S. ARMY CORPS OF ENGINEERS

O.D.O.T. NO PRECONSTRUCTION NOTICE
REQUIRED PERMIT

DATE OF AUTHORIZATION: February 19, 2016
DATE OF EXPIRATION: March 18, 2017

INDEX OF ATTACHMENTS

Nationwide Permit – NWP 14
Section 401 Clean Water Act
Water Quality Certification
Tulsa District Regional Conditions
Nationwide Permit 14
Linear Transportation Projects

Activities required for the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or airport hangars.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 31.) (Sections 10 and 404)

Note: Some discharges for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under Section 404(f) of the Clean Water Act (see 33 CFR 323.4).

This NWP is authorized pursuant to Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 401 et seq) and Section 404 of the Clean Water Act (33 U.S.C. 1344). The effective date for this NWP (33 CFR 330), GCs, and definitions is March 19, 2012, as published in the Federal Register (77 FR 16184). The NWP, GCs, and definitions expire on March 18, 2017.

Nationwide Permit General Conditions

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR §§ 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR § 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. **Navigation.** (a) No activity may cause more than a minimal adverse effect on navigation.

   (b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

   (c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. **Aquatic Life Movements.** No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species.

3. **Spawning Areas.** Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.
4. **Migratory Bird Breeding Areas.** Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. **Shellfish Beds.** No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. **Suitable Material.** No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).

7. **Water Supply Intakes.** No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. **Adverse Effects From Impoundments.** If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. **Management of Water Flows.** To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. **Fills Within 100-Year Floodplains.** The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. **Equipment.** Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. **Soil Erosion and Sediment Controls.** Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.

13. **Removal of Temporary Fills.** Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. **Proper Maintenance.** Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. **Single and Complete Project.** The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. **Wild and Scenic Rivers.** No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).

17. **Tribal Rights.** No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. **Endangered Species.**

   (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.

   (b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address ESA compliance for the NWP activity, or whether additional ESA consultation is necessary.

   (c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or
designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed work or that utilize the designated critical habitat that might be affected by the proposed work. The district engineer will determine whether the proposed activity “may affect” or will have “no effect” to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps’ determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have “no effect” on listed species or critical habitat, or until Section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific regional endangered species conditions to the NWP.

(e) Authorization of an activity by a NWP does not authorize the “take” of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with “incidental take” provisions, etc.) from the U.S. FWS or the NMFS, The Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where “take” means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word “harm” in the definition of “take” means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide web pages at http://www.fws.gov/ or http://www.fws.gov/ipac and http://www.noaa.gov/fisheries.html respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for obtaining any “take” permits required under the U.S. Fish and Wildlife Service’s regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such “take” permits are required for a particular activity.


(a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address section 106 compliance for the NWP activity, or whether additional section 106 consultation is necessary.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties on which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

(d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR §800.3(a)). If NHPA section 106 consultation is required and will occur, the district engineer will notify the non-Federal applicant that he or she
cannot begin work until Section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 31, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse effects of the proposed activity are minimal, and provides a project-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in minimal adverse effects on the aquatic environment.

(2) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.

(3) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) – (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(4) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

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(5) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream rehabilitation, enhancement, or preservation, to ensure that the activity results in minimal adverse effects on the aquatic environment.

(e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWPs.

(f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the restoration or establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to establish a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or establishing a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(g) Permittees may propose the use of mitigation banks, in-lieu fee programs, or separate permittee-responsible mitigation. For activities resulting in the loss of marine or estuarine resources, permittee-responsible compensatory mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.
29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

“When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

(Transferee)

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized work was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(f)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the work and mitigation.

31. Pre-Construction Notification.

(a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer’s receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 20 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is “no effect” on listed species or “no potential to cause effects” on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee’s right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;
For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will ensure the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The district engineer will provide no response to the resource agency, except as an administrative record associated with each pre-construction notification that the resource agencies' concerns were considered.

Construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

(2) Location of the proposed project;
(3) A description of the proposed project; the project’s purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);
(4) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;
(5) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse effects are minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.
(6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and
(7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

c Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used.

d Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

(2) For all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States, for NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of intermittent and ephemeral stream bed, and for all NWP 48 activities that require pre-construction notification, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity’s compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies’ concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.
(3) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(4) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

District Engineer's Decision

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. For a linear project, this determination will include an evaluation of the individual crossings to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings authorized by NWP. If an applicant requests a waiver of the 300 linear foot limit on impacts to intermittent or ephemeral streams or of an otherwise applicable limit, as provided for in NWPs 13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51 or 52, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in minimal adverse effects. When making minimal effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

2. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for projects with smaller impacts. The district engineer will consider any proposed compensatory mitigation the applicant has included in the proposal in determining whether the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse effects on the aquatic environment are minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure no more than minimal adverse effects on the aquatic environment. If the net adverse effects of the project on the aquatic environment (after consideration of the compensatory mitigation proposal) are determined by the district engineer to be minimal, the district engineer will provide a timely written response to the applicant. The response will state that the project can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

3. If the district engineer determines that the adverse effects of the proposed work are more than minimal, then the district engineer will notify the applicant either: (a) That the project does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the project is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level; or (c) that the project is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse effects occur to the aquatic environment, the activity will be authorized within the 45-day PCN period, with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation or a requirement that the applicant submit a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level. When mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.
Further Information
1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project.

Definitions

Best management practices (BMPs): Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

Compensatory mitigation: The restoration (re-establishment or rehabilitation), establishment (creation), enhancement, and/or in certain circumstances preservation of aquatic resources for the purposes of offsetting unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

Currently serviceable: Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

Direct effects: Effects that are caused by the activity and occur at the same time and place.

Discharge: The term “discharge” means any discharge of dredged or fill material.

Enhancement: The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

Ephemeral stream: An ephemeral stream has flowing water only during, and for a short duration after, precipitation events in a typical year. Ephemeral stream beds are located above the water table year-round. Groundwater is not a source of water for the stream. Runoff from rainfall is the primary source of water for stream flow.

Establishment (creation): The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area.

High Tide Line: The line of intersection of the land with the water’s surface at the maximum height reached by a rising tide. The high tide line may be determined, in the absence of actual data, by a line of oil or scum along shore objects, a more or less continuous deposit of fine shell or debris on the foreshore or berm, other physical markings or characteristics, vegetation lines, tidal gages, or other suitable means that delineate the general height reached by a rising tide. The line encompasses spring high tides and other high tides that occur with periodic frequency but does not include storm surges in which there is a departure from the normal or predicted reach of the tide due to the piling up of water against a coast by strong winds such as those accompanying a hurricane or other intense storm.

Historic Property: Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 66).

Independent utility: A test to determine what constitutes a single and complete non-linear project in the Corps regulatory program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

Indirect effects: Effects that are caused by the activity and are later in time or farther removed in distance, but are still reasonably foreseeable.

Intermittent stream: An intermittent stream has flowing water during certain times of the year, when groundwater provides water for stream flow. During dry periods, intermittent streams may not have flowing water. Runoff from rainfall is a supplemental source of water for stream flow.

Loss of waters of the United States: Waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the United States is a threshold measurement of the impact to jurisdictional waters for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. The loss of stream bed includes the...
linear feet of stream bed that is filled or excavated. Waters of the United States temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities eligible for exemptions under Section 404(f) of the Clean Water Act are not considered when calculating the loss of waters of the United States.

Non-tidal wetland: A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. The definition of a wetland can be found at 33 CFR 328.3(b). Non-tidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

Open water: For purposes of the NWPs, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high water mark can be determined. Aquatic vegetation within the area of standing or flowing water is either non-emergent, sparse, or absent. Vegetated shallows are considered to be open waters. Examples of "open waters" include rivers, streams, lakes, and ponds.

Ordinary High Water Mark: An ordinary high water mark is a line on the shore established by the fluctuations of water and indicated by physical characteristics, or by other appropriate means that consider the characteristics of the surrounding areas (see 33 CFR 328.3(e)).

Perennial stream: A perennial stream has flowing water year-round during a typical year. The water table is located above the stream bed for most of the year. Groundwater is the primary source of water for stream flow. Runoff from rainfall is a supplemental source of water for stream flow.

Practicable: Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

Pre-construction notification: A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Pre-construction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where pre-construction notification is not required and the project proponent wants confirmation that the activity is authorized by nationwide permit.

Preservation: The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

Re-establishment: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions.

Rehabilitation: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

Restoration: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: re-establishment and rehabilitation.

Riffle and pool complex: Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a course substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

Riparian areas: Riparian areas are lands adjacent to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through which surface and subsurface hydrology connects riverine, lacustrine, estuarine, and marine waters with their adjacent wetlands, non-wetland waters, or uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 23.)

Shellfish seeding: The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

Single and complete linear project: A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term "single and complete project" is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a
single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

**Single and complete non-linear project:** For non-linear projects, the term “single and complete project” is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete non-linear project must have independent utility (see definition of “independent utility”). Single and complete non-linear projects may not be “piecemealed” to avoid the limits in an NWP authorization.

**Stormwater management:** Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

**Stormwater management facilities:** Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality (i.e., by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

**Stream bed:** The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

**Stream channelization:** The manipulation of a stream’s course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized stream remains a water of the United States.

**Structure:** An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

**Tidal wetland:** A tidal wetland is a wetland (i.e., water of the United States) that is inundated by tidal waters. The definitions of a wetland and tidal waters can be found at 33 CFR 328.3(b) and 33 CFR 328.3(f), respectively. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channelward of the high tide line, which is defined at 33 CFR 328.3(d).

**Vegetated shallows:** Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal circumstances have rooted aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

**Waterbody:** For purposes of the NWPs, a waterbody is a jurisdictional water of the United States. If a jurisdictional wetland is adjacent — meaning bordering, contiguous, or neighboring — to a waterbody determined to be a water of the United States under 33 CFR 328.3(a)(1)-(6), that waterbody and its adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)). Examples of “waterbodies” include streams, rivers, lakes, ponds, and wetlands.

**ADDITIONAL INFORMATION**

The Corps has denied NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 in Critical Resource Waters (CRWs) (See General Condition (GC) 22). The Oklahoma Department of Environmental Quality (ODEQ) has denied WQC for NWPs 3, 13, 18, 41, 45, 46, 51, and 52 in (CRWs); and 34, 48, 49 and 50 in all waters.

Tulsa District regional conditions require a Pre-Construction Notification (PCN) in all CRWs (See back of this sheet for details). The Corps will review PCN requests for verification of work for the NWPs denied WQC by ODEQ. If the proposed activity is determined to be within the parameters of a NWP, a provisional NWP would be granted conditionally upon the applicant receiving an individual WQC from ODEQ. For NWPs 16 and 20, the Corps will coordinate with ODEQ under GC 31.

The Corps has determined the following WQC standard conditions issued by the ODEQ on April 9, 2012 pursuant to Section 401 of the CWA, are acceptable for CWA Section 404 NWPs.

1. All spills of fuel or other pollutants in excess of five gallons shall be reported to the ODEQ, within twenty-four (24) hours, to the pollution prevention hotline at 1-800-522-0206.

2. All fueling and servicing of vehicles and equipment shall be done above the Ordinary High Water Mark.

3. The permittee shall provide access to the property for ODEQ inspection purposes.

4. Any material and fuels used in the project shall be stored and/or stockpiled above the Ordinary High Water Mark and shall be removed from a likely flood zone prior to any predicted flood.

5. If a stormwater discharge permit for construction activities is required, one can be obtained from the ODEQ at (405) 702-8100.

6. If the project is located on or may affect water impaired for turbidity and/or sediment, Best Management Practices and other controls shall be selected and implemented in order to control soil erosion and maintain compliance with Water Quality Standards (Oklahoma Administrative Code, Chapter 45). The permittee shall maintain sufficient records to document the type of practices implemented to maintain compliance with this condition, during the term of the permit. A copy of the current EPA-approved list of impaired waters [303(d) list] can be viewed at http://www.deq.state.ok.us/wqdnew/305b_303d/index.html.

7. For any project involving bank stabilization, the permittee shall consider installing bioengineering practices in lieu of structural practices (riprap) to minimize impacts to the aquatic resource and enhance aquatic habitat.

For Nationwide Permit 16, discharges associated with Upland Contained Disposal Areas, the WQC is conditioned as follows: the discharge shall not contain a Total Suspended Solids (TSS) concentration of greater than 45 mg/L daily maximum and shall maintain a pH between 6.5 and 9.0. The TSS daily maximum shall be monitored by grab sample collected at least once a year during discharge. The limits and monitoring may be waived on a site-specific basis through implementation of an ODEQ approved set of BMPs. The BMPs shall be submitted and approved by the ODEQ prior to commencing any discharge.

Note 1: This WQC supersedes all previous WQCs for NWPs in the State of Oklahoma.

Note 2: CRWs are Outstanding Resource Waters (ORWs) and their watersheds, and High Quality Waters (HQWs) designated by the State of Oklahoma in Appendix A of the Water Quality Standards (OAC 785, Chapter 45). The ORWs include all waters in the supporting watersheds; HQWs do not. Both ORWs and HQWs include adjacent wetlands. The current list of CRWs is available on the Corps website: http://www.swt.usace.army.mil/permits/NPP.cfm.

Note 3: WQC is not required for the following NWPs issued under the sole authority of Section 10 of the Rivers and Harbors Act of 1899: NWPs 1, 2, 8, 9, 10, 11, 24, 28, and 35.
NATIONWIDE PERMIT REGIONAL CONDITIONS
IN OKLAHOMA WITHIN TULSA DISTRICT
April 20, 2012

All discharges and activities proposed for authorization under any nationwide permit (NWP) into the waters of the United States (U.S.) listed below, including adjacent wetlands; applicants shall notify the Tulsa District Engineer (DE) in accordance with NWP General Condition (GC) 31 Pre-Construction Notification (PCN):

a. **Pitcher Plant Bogs:** Wetlands typically characterized by an organic surface soil layer and include vegetation such as pitcher plants (*Sarracenia* sp.), sundews (*Drosera* sp.), and sphagnum moss (*Sphagnum* sp.).

b. **Cypress-Tupelo Swamps:** Wetlands comprised predominantly of bald cypress trees (*Taxodium distichum*), and water tupelo trees (*Nyssa aquatica*), that are occasionally or regularly flooded by fresh water. Common associates include red maple (*Acer rubrum*), swamp privet (*Forestiera acuminata*), green ash (*Fraxinus pennsylvanica*) and water elm (*Platanus occidentalis*). Associated herbaceous species include lizard's tail (*Saururus cernuus*), water mermaid weed (*Proserpinaca spp.*), buttonbush (*Cephalanthus occidentalis*) and smartweed (*Polygonum spp.*). (Eyre, F. H. Forest Cover Types of the United States and Canada. 1980. Society of American Foresters, 5400 Grosvenor Lane, Bethesda, Maryland 20814-2198. Library of Congress Catalog Card No. 80-54185)

c. **Designated Critical Resource Waters (CRWs):** CRWs are Outstanding Resource Waters (ORWs) and their watersheds, and High Quality Waters (HQWs) designated by the State of Oklahoma in Appendix A of the Water Quality Standards (OAC 785, Chapter 45). The ORWs include all waters in the supporting watersheds; HQWs do not. Both ORWs and HQWs include adjacent wetlands. The current list of CRWs is available on the Corps website: [http://www.swt.usace.army.mil/permits/NPP.cfm](http://www.swt.usace.army.mil/permits/NPP.cfm) (See GC 22 Designated CRWs).


**NOTE: 2** (See GC 20) for Historic Properties - State Historic Preservation Offices
Oklahoma Archeological Survey webpage: [www.ou.edu/cas/archsur/](http://www.ou.edu/cas/archsur/)
Oklahoma Historical Society webpage: [www.okhistory.org](http://www.okhistory.org)

Expires: March 18, 2017
## OKLAHOMA DEPARTMENT OF TRANSPORTATION
### SECTION 404 PRE-CONSTRUCTION NOTIFICATION FORM FOR STATE PROJECTS

**Date:** 10/25/2012

**Project No.:** 28036(04) **Facility:** US-277 **County:** COTTON COUNTY

**Description:** RELOCATION OF BRIDGES

**Let Date:** Nov. 2017 **Division:** 7

**Programmed Construction Project:** $7,680,353

### Facility:
- **US-277**

### County:
- **COTTON COUNTY**

### Facility Information:
- **Type:** 28036(04)

### Tax Lot:
- **200 Northeast 21st Street, Oklahoma City, OK 73105-3204**

### Applicant:
- Name: Karl Stickley, PE CH Guernsey and Company
- Phone No: (405) 416-8217

### Processing Agent:
- Oklahoma Department of Transportation

### Construction and Design:
- Roadway and Bridges are being relocated to the west to limit impact on the Waters of the United States during construction. Impacted Waters will be restored to pre-existing conditions after demolition of existing structures and earthwork to improve existing Waters within the area.

### Types:
- **BP—Bank Protection, CC—Channel Change, Chan—Channel Work, RCB—Reinforced Concrete Box, SB—Span Bridge,** **Wet—Wetlands, Misc—Miscellaneous**

### Calculations:

<table>
<thead>
<tr>
<th>Sta or Str, No.</th>
<th>Location</th>
<th>Waterbody</th>
<th>Critical Resource</th>
<th>Type</th>
<th>Existing Structure/Condition</th>
<th>New Structure</th>
<th>Area acre</th>
<th>Cubic Yards of Fill *</th>
<th>Linear Feet of Impacts</th>
<th>Notes</th>
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<tbody>
<tr>
<td>Str. 3 Sta. 585+20</td>
<td>34°12'54&quot; N 98°27'11&quot; W</td>
<td>Sec. 15 &amp; 16 T4S, R12W</td>
<td>UNNAMED TRIBUTARY</td>
<td>RCB</td>
<td>8' X 6' X 79.27' RCB</td>
<td>EXT. RCB 56.42' LT. &amp; 22.85' RT.</td>
<td>0.02 AC</td>
<td>N/A</td>
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<td>Bridge 'A' 1708 0303X</td>
<td>34°13'05&quot; N 98°27'11&quot; W</td>
<td>SE/4 OF 9 &amp; SW/4 OF 10 T4S, R12W</td>
<td>DEEP RED CREEK (OVERFLOW)</td>
<td>SB</td>
<td>5-40' I-BM SPANS W/ 2-18' SAFETY CURBS</td>
<td>225.50' TYPE III PC BEAM</td>
<td>0.01 AC</td>
<td>N/A</td>
<td>50'</td>
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<td>Bridge 'B' 1708 0319X</td>
<td>34°13'15&quot; N 98°27'11&quot; W</td>
<td>SE/4 OF 9 &amp; SW/4 OF 10 T4S, R12W</td>
<td>DEEP RED CREEK</td>
<td>SB</td>
<td>3-80' PT, 2-60' I-BM (STRUCTURALLY DEFICIENT)</td>
<td>401.87' TYPE IV PC BEAM</td>
<td>0.005 AC</td>
<td>N/A</td>
<td>50'</td>
<td>1, 2, 3, 4</td>
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<td>Bridge 'C' 1708 0353X</td>
<td>34°13'32&quot; N 98°27'11&quot; W</td>
<td>SE/4 OF 9 &amp; SW/4 OF 10 T4S, R12W</td>
<td>DEEP RED CREEK (OVERFLOW)</td>
<td>SB</td>
<td>5-36' I-BM SPANS SK 30' W/ 2-18' SAFETY CURBS</td>
<td>213.70' TYPE II PC BEAM 30' SKW</td>
<td>0.14 AC</td>
<td>N/A</td>
<td>190'</td>
<td>1, 2, 3</td>
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<td>Sta. 620+00</td>
<td>34°13'29&quot; N 98°27'12&quot; W</td>
<td>NE/4 OF 9 T4S, R12W</td>
<td>EMERGENT WETLAND FS-5</td>
<td>Wet</td>
<td></td>
<td></td>
<td>0.01</td>
<td>N/A</td>
<td>N/A</td>
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</tbody>
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### Notes:
1. **ORDINARY HIGH WATER MARK (OHWM) ELEVATION 945.31'**
2. **DRILLED SHAFTS FOR PIERS AND RIPRAP FILL ALONG SIDE CHANNELS FOR STABILITY**
3. **CALCULATIONS DO NOT INCLUDE DEMOLITION OF EXISTING STRUCTURES**
4. **IMPACT TO STREAM**

### FHWA Approved Clearance type:
- CE: __________ FONSI/EA: __________ EIS: __________ Date: __________ Pending: __________ None: __________
NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday Through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.
During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

1. Compliance with Regulations:
   The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, 49 CFR, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination:
   The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment:
   In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, national origin, disability/handicap, or income status.

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

5. Sanctions for Noncompliance:
   In the event of the Contractor’s noncompliance with the nondiscrimination provision of this contract, the Oklahoma Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
   
a. Withholding of payments to the Contractor under the contract until the Contractor complies and/or

   b. Cancellation, termination, or suspension of the contract in whole or in part.
6. Incorporation of Provisions:
The Contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Oklahoma Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Contractor may request the Oklahoma Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
This is a Federal Aid Project and the provisions of 40 O.S. Supplemental 1959 Sect. 193 and 194 relative to residence requirements are not applicable to the contractor's employees.
The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.
I. GENERAL

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

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

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

Contracting agencies may reference Form FHWA-1273 in bid proposal or
OKLAHOMA DEPARTMENT OF TRANSPORTATION
RAMS/LAS - LETTING AND AWARD SYSTEM
SPECIAL PROVISIONS

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

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

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

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

II. NONDISCRIMINATION

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

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

The contractor and all subcontractors must comply with: the
requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b)
and, for all construction contracts exceeding $10,000, the Standard
Federal Equal Employment Opportunity Construction Contract
Specifications in 41 CFR 60-4.3.
Note: The U.S. Department of Labor has exclusive authority to determine
2 OF 27
compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor’s project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing
the skills of minorities and women who are applicants for employment
or current employees. Such efforts should be aimed at developing
full journey level status employees in the type of trade or job
classification involved.
b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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

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

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

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

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

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

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially
responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio 13 of 27.
permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for
8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

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

10. Certification of eligibility.

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

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


V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of 20
Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification - First Tier Participants:

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

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

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

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any 21 of 27
covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly 22 of 27
enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate. 24 of 27
in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE
FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR
APPALACHIAN LOCAL ACCESS ROAD CONTRACTS
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOT wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
   a. To the extent that qualified persons regularly residing in the area are not available.

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

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

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

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

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

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

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

Federal Grant, Guaranty, Loan and Advance of Funds Agreements.

In order to insure a fair and reasonable participation by privately owned United States-flag commercial vessels in transporting cargoes which are subject to the Cargo Preference Act of 1954 and which are generated by U.S. Government Grant, Guaranty, Loan and/or Advance of Funds Programs, the head of each affected Department or Agency shall require appropriate clauses to be inserted in those Grant, Guaranty, Loan and/or Advance of Funds Agreements and all third party Contracts executed between the borrower/grantee and other parties, where the possibility exists for ocean transportation of items procured, contracted for or otherwise obtained by or on behalf of the grantee, borrower, or any of their contractors or subcontractors. The clauses required by this part shall provide that at least fifty percent (50%) of the freight revenue and tonnage of cargo generated by the U.S. Government Grant, Guaranty, Loan or Advance of Funds be transported on privately owned United States-flag commercial vessels. These clauses shall also require that all parties provide to the Maritime Administration the necessary shipment information as set forth in § 381.3. A copy of the appropriate clauses required by this part shall be submitted by each affected Agency or Department to the Secretary, Maritime Administration, for approval no later than thirty (30) days after the effective date of this part. The following are suggested acceptable clauses with respect to the use of United States-flag vessels to be incorporated in the Grant, Guaranty, Loan and/or Advance of Funds Agreements as well as contracts and subcontracts resulting therefrom:

(a) Agreement Clauses. Use of United States-flag vessels:

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least fifty percent (50%) of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within twenty (20) days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this
section shall be furnished to both the Contracting Officer (through the Prime Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(b) Contractor and Subcontractor Clauses. Use of United States-flag vessels: The Contractor agrees-

(1) To utilize privately owned United States-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within twenty (20) days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the Prime Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

CF000800 NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION  
(Executive Order 11246)  10-27-97  
Rev. 11-30-99  

The enforcement authority for Executive Order 11246 is 'THE OFFICE OF FEDERAL CONTRACT COMPLIANCE':  
U.S. Department of Labor/Office of Federal Contract Compliance  
525 S. Griffin St., Room 512  
Dallas, TX 75202  
Phone: (972) 850-2650

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows: The covered area is in the county or counties as indicated in the description on the proposal.

<table>
<thead>
<tr>
<th>Timetables</th>
<th>Goals for minority participation for each trade by county and percentage</th>
<th>Statewide Goals for female participation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Until Further Notice</td>
<td>17.2 - Bryan</td>
<td>6.9</td>
</tr>
<tr>
<td></td>
<td>11.0 - Beaver, Cimarron &amp; Texas</td>
<td></td>
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<td></td>
<td>14.8 - Comanche</td>
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<tr>
<td></td>
<td>10.8 - Cotton, Greer, Harmon, Jackson, Jefferson, Kiowa, Stephens &amp; Tillman</td>
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<tr>
<td></td>
<td>10.2 - Canadian, Cleveland, McClain Oklahoma, &amp; Pottawatomie</td>
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<tr>
<td></td>
<td>10.2 - Creek, Mayes, Osage, Rogers, Tulsa &amp; Wagoner</td>
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<td></td>
<td>10.0 - Cherokee, Kay, McIntosh, Muskogee, Noble, Nowata, Okmulgee, Pawnee, Payne, &amp; Washington</td>
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<td></td>
<td>3.3 - Adair &amp; Delaware</td>
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<td>5.6 - LeFlore &amp; Sequoyah</td>
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<tr>
<td></td>
<td>6.6 - Choctaw, Haskell, Latimer, McCurtain, Pittsburg &amp; Pushmataha</td>
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</tr>
<tr>
<td></td>
<td>2.3 - Craig &amp; Ottawa</td>
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</tbody>
</table>
These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 days of award of any construction subcontract in excess of $10,000, at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
CONSTRUCTION CONTRACT SPECIFICATIONS *
EXECUTIVE ORDER 11246

1. As used in these specifications:
   a. "Covered area" means the geographical area described in the
      solicitation from which this contract resulted;

   b. "Director" means Director, Office of Federal Contract
      Compliance Programs, United States Department of Labor, or any
      person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal Social
      Security number used on the Employer's Quarterly Federal Tax Return,
      U. S. Treasury Department Form 941;

   d. "Minority" includes: (I) Black (all persons having origins in
      any of the black African racial groups not of Hispanic origin);
      (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban,
      Central or South American, or other Spanish culture or origin,
      regardless of race); (iii) Asian or Pacific Islander (all
      persons having origins in any of the original peoples of Far
      East, Southeast Asia, The Indian Subcontinent, or the Pacific
      Islands); (iv) American Indian or Alaskan Native (all persons
      having origins in any of the original peoples of North America
      and maintaining identifiable tribal affiliations through
      membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier,
   subcontracts a portion of the work involving any construction trade, it
   shall physically include in each subcontract in excess of $10,000 the
   provisions of these specifications and the Notice which contains the
   applicable goals for minority and female participation and which is set
   forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR-4.5) in a
   Hometown Plan approved by the U. S. Department of Labor in the covered
   area either individually or through an association, its affirmative
   action obligations on all work in the Plan area (including goals and
   timetables) shall be in accordance with that Plan for those trades which
   have unions participating in the Plan. Contractors must be able to
   demonstrate their participation in and compliance with the provisions of
   any such Hometown Plan. Each Contractor or Subcontractor participating
   in an approved Plan is individually required to comply with its
   obligations under the EEO clause, and to make a good faith performance
   by other Contractors or Subcontractors toward a goal in an approved Plan
   does not excuse any covered Contractor's or Subcontractor's failure to
   take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action
standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and
female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations responses. c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken. d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations. e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above. f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations: by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed. g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents. General Foreman, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter. h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business. i. Direct its recruitment efforts, both oral and 3 of 6
written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process. j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce. k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3. l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities. m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these Specifications are being carried out. n. Insure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes. o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations. p. Conduct a review, at least annually, if all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling anyone or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligations to comply, however, is the Contractor's and failure of such a group to fulfill an
obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women has been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records 'shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be
required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
16. In addition to the reporting requirements set forth elsewhere in this contract, the Contractor and subcontractors holding subcontracts not including material suppliers, of $10,000 or more, shall submit for every month of July during which work is performed employment data as contained under Form FR-1391 (Appendix C to 23 CFR Part 230), and in accordance with the instructions included thereon.

* THESE STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246) SHALL BE INCLUDED IN, AND SHALL BE A PART OF, ALL SOLICITATIONS FOR OFFERS AND BIDS ON ALL FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS OR SUBCONTRACTS IN EXCESS OF $10,000. EXECUTION OF THE CONTRACT BY THE SUCCESSFUL BIDDER AND ANY SUBSEQUENT SUBCONTRACTS WILL BE CONSIDERED THE CONTRACTOR'S AND SUBCONTRACTOR'S COMMITMENT TO THE EEO PROVISIONS CONTAINED IN THESE STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246).
1. Purpose. The purpose of the On-The-Job Training (OJT) Program is to provide training for minority, female, and socially and economically disadvantaged individuals, in order that they may develop marketable skills and gain journeyman status in the skilled classifications in which they are being trained.

A copy of the OJT Training Program may be obtained from the Oklahoma Department of Transportation Civil Rights Division, or the Association of Oklahoma General Contractors (AOGC). It is the Contractor's responsibility to familiarize themselves with the OJT Program requirements to ensure compliance with the program when assigned an annual goal.

2. Description. The training of minorities, women, and socially and economically disadvantaged individuals toward journeymen status is a primary objective of this OJT Program. Accordingly, the Contractor shall make every effort to enroll eligible Trainees to the extent that such persons are available within a reasonable area of recruitment. The Contractor is responsible for demonstrating the steps taken in pursuance thereof prior to a determination of compliance with this Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether the applicant is a member of a minority group or not. The prospective Trainee must express interest in entering the OJT Program, as well as exhibit sufficient commitment to completing the training.

3. Trainee Assignment. Training assignments are determined based on a three year average of the Contract volume of State and Federally funded work awarded to a Contractor by the Oklahoma Department of Transportation during the three previous state fiscal years (July 1st to June 30th). The Oklahoma Department of Transportation Civil Rights Division will notify Contractors meeting the selection criteria of their annual training goal assignment prior to January 1st.

### ANNUAL GOAL BASED ON THREE (3) YEAR AVERAGE CONTRACT (STATE & FEDERALLY FUNDED) VALUE WITH THE DEPARTMENT

<table>
<thead>
<tr>
<th>Contract Amount</th>
<th>Minimum Trainees Required Annually</th>
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<tr>
<td>&gt; $50,000,000</td>
<td>3</td>
</tr>
<tr>
<td>$30,000,000 to $50,000,000</td>
<td>2</td>
</tr>
<tr>
<td>$15,000,000 to $30,000,000</td>
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No employee of the Contractor shall be employed as a Trainee in any classification in which they have successfully completed a training course leading to journeyman status, or in which they have been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application, or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

4. Program Requirements. Fulfill all of the requirements of the OJT Program including the maintenance of records and submittal of monthly reports documenting program performance. Trainees shall be paid at least sixty percent (60%) of the appropriate minimum journeyman’s rate specified in the Contract for the first half of the training period, seventy-five percent (75%) for the third quarter, and ninety percent (90%) for the last quarter. Contractors will be reimbursed for each training hour in accordance with the OJT Program Manual.

Furnish the Trainee with a copy of the program that will be followed during the training. Maintain Trainee performance records, and furnish periodic reports which document the Trainee’s performance in accordance with the OJT Program Manual. Upon completion of the training, provide each Trainee with a certification showing the type and length of training completed.

5. Compliance. Fulfillment of contractual responsibilities is achieved by having provided acceptable training to the number of Trainees required by the annual goal assignment within the calendar year (January 1st to December 31st).

When the annual training goal cannot be achieved with female or minority Trainees, the Contractor must produce adequate documentation of a Good Faith Effort to the Oklahoma Department of Transportation Civil Rights Division. Good faith efforts are those efforts designed to achieve equal opportunity through positive, aggressive, and continuous resulted measures (23 CFR 230.409(g)(4)). Good faith efforts should be taken as Trainee hiring opportunities arise.

Noncompliance with this Special Provision or the OJT Program may be cause for corrective measures in accordance with the ODOT Standard Specifications Subsection 102.04, “Refusal of Proposals,” and Subsection 108.10, “Default of Contract.”

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Section 112(c) of Title 23 USC requires as a condition precedent to approval, by the Federal Highway Administration, of the contract for this work that there be filed a sworn affidavit or an unsworn statement subject to Federal perjury laws executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

The sworn affidavit shall be in the form provided and executed by the bidder before a person who is authorized by the laws of this state to administer oaths. The original of such affidavit shall be filed with the Oklahoma Department of Transportation prior to award of the contract. The unsworn statement shall be in the form provided and subject to Federal perjury statutes. The original of such statement shall be filed with the Oklahoma Department of Transportation prior to award of the contract.

TO COMPLY WITH ABOVE REFERENCED SECTION 112(c) OF TITLE 23 USC - BIDDERS SHALL EXECUTE THE BIDDERS AFFIDAVIT OR UNSWORN STATEMENT SUBJECT TO FEDERAL PERJURY LAWS INCLUDED IN THIS PROPOSAL.
The Oklahoma Department of Transportation is committed to implementing the Disadvantaged Business Enterprise Program (DBE) as mandated in 49 CFR Part 26. The stated objectives of the program are:

* To ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts;
* To create a level playing field on which DBEs can compete fairly for U.S. DOT assisted contracts;
* To ensure that the program is narrowly tailored in accordance with the applicable law;
* To ensure that only firms that fully meet the eligibility standards are permitted to participate as DBEs;
* To help remove barriers to the participation in U.S. DOT assisted contracts;
* To assist in the development of DBE firms so that they may compete successfully in the marketplace outside of the DBE program.

Failure of the contractor, subcontractor, material supplier or service contractor to carry out the requirements set forth shall constitute a breach of contract, and after notification by the Department, may result in termination of the contract by the State or such action as the State deems appropriate.

BIDDER'S ACTION

When ODOT has established a Disadvantaged Business Enterprise (DBE) contract goal, ODOT will award a U.S. DOT assisted contract only to a bidder who makes good faith efforts to meet the goal.

All bidders shall, with the submissions of their bid, show their intent to meet or exceed the DBE goal established for the project, or propose an adjusted goal accompanied by their submission of good faith efforts. Failure to make the written assurance which includes the names of the DBEs used, the work they will perform, and the price for the work, or failure to demonstrate good faith efforts acceptable to the Department to meet or exceed the DBE goal shall render a bid non responsive.
If a bidder cannot meet the established DBE goal, the bidder shall document and submit with their bid proposal, justification stating why he or she could not meet the established DBE goal and demonstrate its good faith efforts. To demonstrate good faith efforts to meet the DBE goal, the bidder shall document the steps taken to obtain DBE participation. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. ODOT will review and determine that the information is complete and accurate and adequately documents the bidder's good faith efforts before committing to the award of the contract to the bidder. ODOT will make a fair and reasonable judgment whether the bidder that did not meet the goal made adequate good faith efforts by considering the quality, quantity, and intensity of the different kinds of efforts that the bidder made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts.

If the bidder to whom ODOT proposes to award the contract is able to demonstrate good faith efforts, ODOT may reduce the contractual DBE goal to the bidder's proposed adjusted goal. Acceptance by ODOT of the bidder's proposed adjusted goal does not release the bidder from its contractual obligation to continue to make efforts throughout the duration of the project to utilize DBEs on the project.

If ODOT determines that the bidder to whom ODOT proposes to award the U.S. DOT assisted contract fails to meet the requirements stated above, the bidder will be provided an opportunity for administrative reconsideration. The bidder will be notified by fax within two working days following the bid opening.

As part of this reconsideration, the bidder will have the opportunity to provide written documentation or argument concerning whether it met the goal or made adequate good faith efforts to do so. The bidder will have two working days within which to present their case. The decision on reconsideration will be made by an official who did not take part in the original determination that the bidder failed to meet the goal or make adequate good faith efforts to do so. The determination will be made by the General Counsel or his designee. The General Counsel or his designee will provide a decision prior to the award of the U.S. DOT assisted contract or the award will be delayed.
The bidder will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so.

A written decision on reconsideration will be sent to the bidder, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so.

The result of the reconsideration is not administratively appealable to the U.S. Department of Transportation.

All bidders shall submit with their bid, completed, signed, and notarized pages 15 of 16 and 16 of 16 of the Special Provision. All bidders shall also complete and submit the DBE pages of the Expedite System (electronic bidding). All listed DBE firms must be currently certified by ODOT as eligible to participate in the DBE program. Failure to submit the forms will render the bid non responsive. In the event of a conflict between the Expedite DBE submission and pages 15 of 16 and 16 of 16, the written submissions on pages 15 of 16 and 16 of 16 will control.

The DBEs submitted on this form shall be considered binding and changes of committed DBEs may only be made after the contract is fully executed, and may only be changed through the procedures established in the DBE Program Manual, VII Contract Performance, Substitution/Replacement of DBEs.

The steps taken by the bidder to obtain DBE participation shall be documented and shall include, but is not limited to the good faith efforts found in this Special Provision.

It is the contractor's responsibility to submit the information necessary for ODOT to ascertain compliance with the good faith efforts requirement. Extra cost involved in finding and utilizing DBEs will not be accepted as an adequate reason for the bidder's failure to meet the project DBE goal as long as such costs are reasonable.

The bidder must submit to the Office Engineer Division written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment. Prime contractors that are DBE certified are also required to submit a written confirmation on the amount of work they will commit to themselves on the contract. This shall be submitted in the form of DBE Confirmation of Intent to Subcontract (DBE 6). The DBE 6 shall be submitted for each DBE listed in the bidder's proposal to meet the advertised goal. The submission of your DBE 6 form must include the names and addresses of DBE firms that will participate in the contract; a full description of the
contract work that each DBE will perform; and the dollar amount of the participation of each DBE firm that is supported by the DBE bid. Each item description, quantity, price, amount, and total must be mathematically reflected and equal the total participation amount identified in the bid documents. This form must be received no later than ODOT's close of business on the Wednesday following the bid opening. Otherwise, the bid shall be considered nonresponsible and shall be rejected by ODOT. The Office Engineer Division and the Civil Rights Division will review each of the apparent low bidders' submittals to determine compliance with 49 CFR Section 26.53(b)(2)(v). In instances where a DBE is participating in a contract as a joint venture, the joint venture must submit the specific units of work which will be performed by the DBE joint venturer. The DBE joint venturer's portion of the contract work will be submitted as the Contractors' commitment and the advertised goal of the contract becomes the contractual obligation.

In instances where a successful bidder's DBE commitment exceeds the actual DBE contract goal, the advertised goal of the contract remains the contractual obligation.

ASSURANCE OF NON DISCRIMINATION

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

GOOD FAITH EFFORTS

The steps taken by the bidder to obtain DBE participation shall be documented and shall include, but are not limited to the following good faith efforts: (APPENDIX ~ TO PART 26)

A. Soliciting through all reasonable and available means (e.g. attendance at pre bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into
economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested DBEs with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not sufficient justification for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs to fulfill the DBE contract requirement if the price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within the industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non solicitation of DBE bids in the contractor's efforts to meet the project goal.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
Counting DBE Participation Toward the Goal 26.55

When a DBE participates in a contract, only the value of the work actually performed by the DBE is counted toward the contract goal. The entire amount of that portion of a contract that is performed by the DBE's own forces is counted, including the cost of supplies and materials obtained by the DBE for the work on the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE purchases or leases from a prime contractor or its affiliate).

Fees or commissions charged by a DBE firm for providing a bona fide service such as professional, technical, consultant or managerial services, or for providing bonds or insurance specifically required for the performance of a U.S. DOT assisted contract, count toward the goal, provided those fees are determined to be reasonable and not excessive compared with fees customarily allowed for similar services.

When a DBE performs as a participant in a joint venture, the portion of the total dollar value of the contract equal to the clearly defined portion of the work that the DBE performs with its own forces may be counted toward the goal.

Only expenditures to a DBE contractor who performs a commercially useful function may be counted toward a DBE goal.

COMMERCIAL USEFUL FUNCTION

A DBE performs a commercially useful function (CUF) when it is responsible for the execution of the work of its contract and is carrying out its responsibilities by actually performing, managing and supervising the work involved. The DBE must be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether a DBE is performing a CUF, ODOT will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid is commensurate with the work it is actually performing and the DBE credit claimed, and other relevant factors.

A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is acting as a pass-through, ODOT will examine similar transactions, particularly those in which DBEs do not participate.
Use of Joint Checks

A joint check is a two party check between a DBE, a prime contractor, and the regular dealer of materials/supplies. Typically, the prime contractor issues the check as payor to the DBE and supplier jointly to guarantee payment to the supplier for materials/supplies used by the DBE.

A joint check may be used when the following conditions are met:

* The second party (typically the prime contractor) acts solely as a guarantor
* The DBE must release the check to the supplier
* The use of joint checks is a commonly recognized business practice in the industry
* ODOT approves the practice before it is used

The use of joint checks will not be approved if it conflicts with the commercially useful function (CUF) requirements of 49 CFR Section 26.55. All aspects of the CUF requirements must be fulfilled by the DBE to include negotiating the purchase and delivery of the materials required for the performance of the contract.

The use of joint checks should be short term in nature and there shall be no exclusive ongoing relationship between one prime and one DBE in the use of joint checks, which may bring the DBE's independence into question.

The DBE shall notify the Civil Rights Office prior to the use of joint checks, providing full and prompt disclosure of the circumstances and a request for approval. The Civil Rights Office will review the request and determine whether approval will be granted.

Lease of Use of Prime Contractors' Equipment

The DBE may lease equipment necessary to perform work, where the lease does not involve a relationship with a prime contractor or other party that compromises the independence of the DBE firm. 49 CFR Section 26.55(a)(1) does not allow materials purchased or equipment leased from a prime contractor to count toward the DBE goal. If a DBE uses or leases equipment from the prime contractor, the prime contractor cannot claim credit for the value of that equipment lease toward the DBE goal. If a DBE uses a prime contractor's equipment, it shall be for an unusual circumstance of limited duration, and the DBE shall provide the ODOT a written agreement between the DBE and the prime contractor.
TRUCKING

The certified DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.

The DBE must, itself, must own and operate at least one fully licensed, insured, and operational truck used on the contract.

The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

The DBE may lease trucks from another DBE firm including owner-operators certified as DBEs. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

The DBE may also lease trucks from a non-DBE or non-DBE owner operators. The DBE who leases from a non-DBE is entitled to credit for the total value of the transportation services provided by the non-DBE lessee not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.

The lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

Consistent with normal industry practice, a DBE may lease trucks from a regular equipment dealer whose primary business is sales and leasing of trucks (as opposed to a trucking firm or individual). This cannot be on an ad-hoc basis, but must be long term and the trucks must be under the control of the DBE firm and must be operated in a manner consistent with the CUF requirements of the regulation. The total value of transportation services performed using such trucks can be credited toward meeting a contract goal.
MANUFACTURERS AND MATERIAL SUPPLIERS

If the materials or supplies are obtained from a certified DBE manufacturer, 100 percent of the cost of the materials or supplies will be counted toward the DBE goal. A manufacturer is a firm that operates the or maintains a factory or establishment that produces, on the premises, materials required under the contract as described by the specifications.

If the materials or supplies are purchased from a certified DBE regular dealer, 60 percent of the cost of the materials or supplies will be counted toward the DBE goal. A regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment described by the specification and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating or maintaining a place of business as provided for in the above paragraph if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad-hoc or contract-by-contract basis.

In order for a firm to qualify as a DBE supplier of metal and/or concrete pipe, the firm must also fabricate the pipe. Metal or concrete pipe is specialty pipe which is project specific and is inspected during the manufacturing process. This arrangement provides for no warehousing of metal or concrete pipe and essentially requires the manufacturer to be the supplier. Merely ordering pipe from the fabricator, and in turn selling it to contractors is not consistent with normal industry practice. Contractors normally purchase pipe directly from the manufacturer, thus eliminating the middleman. Supplying metal or concrete pipe is viewed as brokering and is considered inconsistent with DBE program requirements.

SUBSTITUTION/REPLACEMENT OF DBEs

Substitution or replacement of a DBE will only be permitted or allowed after award and execution of the U.S. DOT assisted contract.

A prime contractor may not terminate for convenience a DBE listed in their contract (or an approved substitute DBE firm) and then perform the work of the terminated subcontract with its own forces or those of an affiliate, without ODOT's prior written consent and concurrence. In any instance, a prime contractor cannot terminate a DBE firm listed in their
contract without good cause. Good cause includes the following:

* The listed DBE subcontractor fails or refuses to execute a written Contract;

* The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided; however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;

* The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable nondiscriminatory bond requirements.

* The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;

* The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR parts 180, 215 and 1200 or applicable state law;

* ODOT has determined that the listed DBE subcontractor is not a responsible contractor;

* The listed DBE subcontractor voluntarily withdraws from the project and provides to you in written notice of its withdrawal.

* The listed DBE is ineligible to receive DBE credit for the type of work required;

* A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract.

* Other documented good cause that ODOT determines compels the termination of the DBE subcontract. Provided, that good cause does not exist if the Prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engage or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

Before sending a request to terminate or substitute a DBE firm, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to ODOT's Civil Rights Division and the Construction Division, of the intent to request to terminate or substitute, and the reason for the request.

The prime contractor must give the DBE five (5) working days to respond to the prime contractor's notice and advise ODOT and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why ODOT should not approve the prime contractor's request.
If required in a particular case as a matter of public necessity or safety, ODOT may reduce the response period shorter than five (5) working days.

When a DBE is terminated, or fails to complete the work of the contract for any reason, the prime contractor must make good faith efforts to find another DBE to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work (not necessarily the same work) under the contract as the DBE that was terminated, to the extent needed to meet the DBE goal established in the contract.

When the contractor obtains a substitute DBE, the contractor shall provide the Civil Rights Division and the Construction Division with copies of the substitute’s subcontract, the Notification Change of DBE Participant (DBE Form 4), and supporting documentation.

If the contractor is unable to replace the DBE with another DBE, then the contractor must provide ODOT with evidence that they have made a good faith effort (Appendix B). The prime contractor must submit to the Civil Rights Division and the Construction Division a Request for Waiver of DBE Requirements (DBE Form 5) along with documentation to support they have made a good faith effort. ODOT may adjust the goal as appropriate.

If a contractor fails to comply with this section, appropriate administrative remedies as listed in the section titled Administrative Remedies may be taken.

PROMPT PAYMENTS

To ensure that all prime contractors’ obligations under U.S. DOT contracts are met, the prime contractor shall pay all subcontractors for satisfactory performance of their contracts no later than fifteen calendar days after receipt of each progressive payment from ODOT. The prime contractor must further make prompt return of retainage held to the subcontractor or DBE within fifteen days after the subcontractor’s work is satisfactorily completed, whether the prime contractor’s work is complete or not. The term “satisfactorily completed” is defined as when; 1) ODOT finds the work completed in accordance with the Plans and Specifications, 2) any required paperwork, including material certification, payrolls, etc., have been received and approved by ODOT and 3) the Department has determined the final quantities on the subcontractor’s portion of the work. Failure to comply with the prompt payment and return of retainage provisions of the contract may result in sanctions under the contract, as listed in Administrative Remedies.
Any delay or postponement of payment among the parties may take place only for good cause, with ODOT's written approval. The explanation from the prime contractor must be made in writing to the Resident Engineer. ODOT will provide internal controls to expedite the determination and processing of the final quantities for the satisfactorily completed subcontracted portions of the contract in accordance with Special Provision 109 8(a b)09.

Prime contractors must include in their subcontract agreements notifying subcontractors of their right to prompt payment and return of retainage under 49 CFR part 26.29.

Prime contractors must include in their subcontracts language providing that prime contractors will utilize the alternative dispute resolution program to resolve payment differences. ODOT will provide the parties with a list of approved mediators and the parties must agree on a mediator within five days. ODOT will provide an approved mediator at no charge for disputes between DBEs and prime contractors. If the parties cannot agree to use one of the mediators from the list provided by the Department, then the subcontractor and prime contractor will be responsible for the costs incurred for the services of another mediation service.

GOAL WAIVERS

In the case where a contractor cannot meet the DBE goal of a contract, they should request a waiver of that portion of the DBE goal which will not be met. The request will be subject to the following:

* A request for waiver will be initiated by the prime contractor at the time he or she reasonably knows that despite good faith efforts the contract goal will not be achieved. The request will be in writing and will document all good faith efforts made to meet the goal.

* The request for waiver will be submitted for review to the Resident Engineer and will be submitted on the Request for Waiver of DBE Requirements (DBE Form 5). The Resident Engineer will forward the request to the Civil Rights Division and the Construction Division. DBE goal waivers will be approved or denied by the Civil Rights Division - External Program. ODOT will make the decision on the waiver and inform the Division Office of FHWA on full oversight projects.

* If at the completion of the project the contractor has failed to meet the DBE goal, does not have an approved waiver, and has not demonstrated good faith efforts to meet the goal, the contractor will be assessed liquidated damages for the difference between the contract goal and the actual DBE participation achieved. The Department shall deduct the liquidated damages from subsequent progressive estimates. In the event
insufficient earnings remain for the deduction of liquidated damages, the Department may claim against the contractor's bond, suspend the contractor under performance suspension, withhold further proposals, or suspend prequalification.

* In those instances when the goal is not met due to a change in quantity which occurs through no fault of the contractor, but due to ODOT, a goal waiver will not be required for the contractor. Instead, a brief explanation from the Residency at the time the DBE Final Payment Form (DBE Form 3) is submitted, along with the statement of overruns and underruns, will suffice as documentation.

Administrative Remedies

The following administrative remedies may be invoked when the federal DBE contractual requirements are not met by a contractor, and if the contractor has failed to provide evidence of a sufficient good faith effort to meet said provisions:

- Suspension of processing progressive estimates
- Refusal to issue proposals
- Refuse to award or approve subcontractors or material suppliers
- Suspension of work on the project
- Suspension of prequalification
- Contractor Performance suspension
- Contractor Debarment
- Removal of DBE Certification

RECORD KEEPING REQUIREMENTS

The prime contractor will keep such records as are necessary to determine compliance with the DBE contract obligations. The records kept by the contractor will indicate:

1. The name(s) of DBEs or other subcontractors, the type of work being performed, and payment for work, services and procurement.

2. Documentation of correspondence, verbal contracts, telephone calls, etc., to obtain services of DBEs on the project.

3. The prime contractor shall maintain a copy of the DBE trucking firm's list of trucks to be used on that project. This shall be provided to the prime by the DBE prior to the DBE beginning the work of their hauling agreement. This list will be sent along with the actual hauling agreement to the Construction Division for approval, and the prime
contractor will also furnish it to the Resident Engineer for monitoring activities.

Upon request, the prime contractor shall submit all subcontracts, purchase orders, contracts, agreements, and financial transactions, including canceled checks, executed with DBEs with the reference to records referred to in this provision, in such form, manner, content prescribed by ODOT.

Once the project begins, prime contractors will be required to submit Monthly Payment Log Forms (DBE Forms 2A or 2B) to the Resident Engineer each month for the duration of the project. The DBE Form 2A, completed by non-DBE prime contractors, will record payments made to all DBE firms providing materials or services to the project, whether listed in the Contract to meet a project goal or not. The Form 2B, completed by DBE prime contractors, will record payment made to all non-DBE subcontractors. Listed on the forms should be all payments made, including final payment and return of retainage. These forms must be received by the Resident Engineer no later than the 15th of the following month.

For contracts with a specified project DBE goal, the contractor shall submit to the Resident Engineer a DBE Final Payment Report (DBE Form 3A), which replaces the Summary Form 1. The contractor should list all DBEs as in the contract and summarize total amounts paid to DBEs and the project goal amount for each DBE. In instances where the contract is performed as a joint venture and one of the members of the joint venture is a DBE, the joint venture should summarize the total amounts paid to the DBE joint venturer for work performed. If the contractual goal is not met, the goal waiver procedures set forth in Section VII, Contract Performance, Goal Waivers, will apply.

DISPUTE RESOLUTION PROGRAM

Any dispute or disagreement which may arise between a DBE and a prime contractor related to that DBE's participation in or exclusion from an ODOT project, or any adverse action of non-action taken by a contractor with regards to a DBE may be subject to the ODOT DBE Dispute Resolution Program. The contractor and the DBE shall participate in good faith to resolve the dispute or disagreement.
SUPPLEMENT TO PROPOSAL
FOR PROPOSED
DISADVANTAGED BUSINESS ENTERPRISE

THIS FORM SHALL BE COMPLETED BY BIDDER AS PART OF THIS PROPOSAL

As provided in this Special Provision, "DISADVANTAGED BUSINESS ENTERPRISES PROGRAMS" the undersigned bidder will use the Department certified DBE service/suppliers/subcontractors listed below to meet the percentage goals of the total contract amount for this project:

CONSULTANTS, SUBCONTRACTORS, SERVICE, REGULAR DEALERS (MATERIAL SUPPLIERS), & FABRICATORS

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<tr>
<th>NAME</th>
<th>DESCRIPTION OF WORK</th>
<th>AGREEMENT AMOUNT (1)</th>
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NOTE: ONLY THOSE DBEs LISTED ON THE CERTIFIED LIST IN THEIR AREA(S) OF EXPERTISE CAN BE USED TO FULFILL DBE GOAL REQUIREMENTS.

SUBTOTAL (1) __________________

15 OF 16
REGULAR DEALERS  (MATERIAL SUPPLIERS)

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<th>NAME</th>
<th>DESCRIPTION OF MATERIAL</th>
<th>60% OF AGREEMENT (2)</th>
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NOTE: BROKERAGE, PACKAGERS, AND PASS THROUGHs DO NOT QUALIFY AS DBE PARTICIPATION. MATERIAL SUPPLIERS AND OWNER/OPERATORS DO NOT QUALIFY AS SUBCONTRACTORS.

SUBTOTAL (2) __________________________

TOTAL (1+2) __________________________

% OF BID __________________________

COMPANY NAME

BY: ___________________________________

TITLE: ___________________________________

Subscribed and sworn before me this ______ day of _______ year ______.

Notary Public ____________________________

My commission expires ____________________

SEAL

16 OF 16
NEWCX00220A

* D. B. E. ASSURANCE

CX00220A

Rev. 03/31/14

All bidders shall, with the submission of their bid, show their intent to meet or exceed the Disadvantaged Business Enterprise (DBE) goal established for the project, or propose an adjusted goal accompanied by their submission of good faith efforts. Failure to make the written assurance which includes the names of the DBE's used, the work they will perform, and the price for the work, or failure to demonstrate good faith efforts acceptable to the Department to meet or exceed the DBE goal shall render a bid non responsive.

In accordance with 49 CFR Part 23, and the applicable Special Provisions the undersigned (check box a. or b.):

( ) a. Assures to meet or exceed the established DBE goal as set forth on pages 15 of 16 and 16 of 16 of Special Provision CX00210B, "Disadvantaged Business Enterprise Programs".

( ) b. Cannot meet the established DBE goal and assures to meet a DBE goal of ___% as set forth on pages 15 of 16 and 16 of 16 of Special Provision CX00210B, "Disadvantaged Business Enterprise Programs". A letter, along with evidence, is submitted with the bid indicating the good faith efforts to meet the established DBE goal and denoting therein how the new DBE goal is achieved.

All bidders shall submit with their bid, completed, signed, and notarized pages 15 of 16 and 16 of 16 of Special Provisions CX00210B, "Disadvantaged Business Enterprise Programs". All listed DBE firms must currently be certified by ODOT as eligible to participate in the DBE Program. They also must be listed only in the categories of work as shown in the DBE Directory attached to the back of that month's ODOT Short Form Notice. Failure to submit the completed, signed and notarized form at the time of the bid submission will render the bid non responsive.

The DBEs submitted on this form shall be considered binding and may only be exchanged through the procedures established in the DBE Program Policy Manual.

Title: ____________________________

Organization

By: ______________________________

Subscribed and sworn to me this ___ day of _________________, ______.

Notary Public ____________________________

My Commission Expires: ____________________________

1 OF 3
APPENDIX E 3

GOOD FAITH EFFORTS

To demonstrate good faith efforts to meet the DBE goal, the bidder shall document the steps taken to obtain DBE participation.

Good Faith Efforts should include, but not be limited to:

a. Attending any pre bid meetings at which DBEs could be informed of contracting and subcontracting opportunities:

b. Advertising in general circulation, trade association, and minority focus media concerning the subcontracting opportunities:

c. Providing written notice to a reasonable number of certified DBEs, who have capabilities and expertise pertinent to the work of the required subcontract, that their interest in the contract is being solicited. This notice shall be in sufficient time to allow the DBEs to respond to the written solicitation:

d. Following up initial solicitations of interest by contacting DBEs to determine with certainty if the DBEs are interested:

e. Selecting portions of the work to be performed by DBEs in order to increase the likelihood of the DBE goals being achieved. This may include, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation;

f. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract;

g. Negotiating in good faith with interested DBEs. The evidence of such negotiations should include the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specification for the work selected for subcontracting; and a statement as to why additional agreements could not be reached for DBEs to perform the work;

DATE: February 25, 2015

OKLAHOMA DEPARTMENT OF TRANSPORTATION
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2 OF 3
h. Not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;

i. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

j. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services; and

k. Effectively using the services of available minority community organizations; minority contractors' groups; local, state and federal minority business assistance offices; and other organizations as allowed on a case by case basis to provide assistance in the recruitment and placement of DBEs.
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
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.
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
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,
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.
OKLAHOMA DEPARTMENT OF TRANSPORTATION
BAMS/LAS - LETTING AND AWARD SYSTEM
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
BAMS/LAS - LETTING AND AWARD SYSTEM
SPECIAL PROVISIONS

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: __________
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.
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)
Name of Contractor as shown on Prequalification Application

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.

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

STATUS VERIFICATION SYSTEM AFFIDAVIT

STATE OF ___________________________ )
COUNTY OF ___________________________ )

I, ______________________________________, of lawful age, and having been first duly sworn, on oath states:

1. That I am the agent authorized by the bidder to submit the attached bid proposal to the State of Oklahoma. 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 preparation of this bid.

2. That the bidder has registered and fully participates in the Status Verification System, as required by Title 25 O.S. Section 1313(B)(1), to verify the work eligibility status of all new employees of the bidder.

FURTHER AFFIANT SAITH NOT.

________________________________________
AFFIANT

Subscribed and sworn before me this ___ day of ____________, 20 __.

________________________________________
NOTARY PUBLIC

My Commission Expires: __________
My Commission Number: __________

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