OKLAHOMA DEPARTMENT OF TRANSPORTATION

DATE: November 21, 1990

TO: Division Engineers, Construction Engineers, Engineering/Branch Managers

FROM: S.C Byers, Assistant Director-Operations

SUBJECT: CONSTRUCTION CONTROL DIRECTIVE NO. 901121

APPROVAL OF WORK PLAN FOR USE OF HIGH RANGE WATER REDUCERS

When a contractor requests permission to use a High Range Water Reduced Concrete Mix, he must submit a Work Plan outlining the procedures for using the material. The Work Plan should be evaluated for compliance with the requirements of the contract documents.

A copy of the proposed MIX DESIGN, the TRIAL MIX TEST DATA, and a TYPE A CERTIFICATION for the High Range Water Reducer is to be forwarded to the Materials Division for approval of the admixture.

Permission to use the HRWR should NOT be granted until the Materials Engineer has approved the mix design, and the Engineering/Branch Manager has reviewed and accepted the Concrete Mix Design and the Work Plan.

S.C Byers, P.E.
Assistant Director-Operations

Copy To: Distribution List

Oklahoma Department of Transportation

Approval of Work Plan for use of High Range Water Reducers
Construction Control Directive No. **901121**

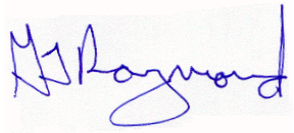
February 15, 2002

Scope: To establish the procedure to approve the contractor's use of a high range water reducer(HRWR) in the concrete mix.

When a contractor requests permission to use a High Range Water Reduced Concrete Mix, he must submit a Work Plan outlining the procedures for using the material. The Work Plan should be evaluated for compliance with the requirements of the contract documents. Refer to Section 701.03 of the Standard Specifications for a list of elements which shall be included in the work plan.

A copy of the proposed MIX DESIGN, the TRIAL MIX TEST DATA, and a TYPE A CERTIFICATION for the High Range Water Reducer is to be forwarded to the Materials Division for approval of the admixture.

Permission to use the HRWR should NOT be granted until the Materials Engineer has approved the mix design, and the Engineering/Branch Manager has reviewed and accepted the Concrete Mix Design and the Work Plan.



George Raymond, P.E.
Construction Engineer

OKLAHOMA DEPARTMENT OF TRANSPORTATION

DATE: November 19, 1990

TO: Division Engineers, Construction Engineers, Engineering/Branch Managers

FROM: Byron Poynter Construction Engineer

SUBJECT: CONSTRUCTION CONTROL DIRECTIVE NO. 901119

FUEL SURCHARGE, CLARIFICATION

REFER ALSO TO CONSTRUCTION CONTROL DIRECTIVES 900904 AND 901031.

Directive No. 900904 indicated that the Fuel Surcharge was to be shown separately on each load ticket. This may not be necessary or reasonable. Some shippers summarize the load tickets, then compute the surcharge on the summary. This is acceptable if the loads are grouped together by Type of Material, Surcharge Rate, and Project.

However, the amount of reimbursable surcharge is determined by the difference between the rate on Day of Letting, and the rate on the Day Shipped. The inclusion of these variables may require more space to determine the actual amount to be reimbursed.

In order to simplify this subject as much as possible, two sample tickets and a sample summary has been included with this directive. The summary format will accommodate the most complex condition and should be used as needed.

Byron Poynter P.E.
Construction Engineer

Copy To: Distribution List

SAMPLE LOAD TICKETS

SAMPLE 1

PABALUCCI TRUCKING COMPANY

TICKET NO.	126	PROJECT NO: SAP 78(22)	
SOLD FROM:	Slippery Oil Co.		
SOLD TO:	Upanatem Construction Co.		
DATE SHIPPED:	12-06-90	DRIVER:	J. Doe
DESCRIPTION:	AC-20	WEIGHT:	45210
WEIGHT:	45210	MISC. RATE:	3.5%
RATE:	.0057	MISC. CHARGES:	9.02
TOTAL:	257.70	TOTAL CHARGES:	266.72

SAMPLE 2

PABALUCCI TRUCKING COMPANY

TICKET NO.	141	PROJECT NO: SAP 78(22)	
SOLD FROM:	Slippery Oil Co.		
SOLD TO:	Upanatem Construction Co.		
DATE SHIPPED:	12-07-90	DRIVER:	S. Bono
DESCRIPTION:	AC-20	WEIGHT:	44340
WEIGHT:	44340	MISC. RATE:	4.0%
RATE:	.0057	MISC. CHARGES:	10.11
TOTAL:	252.74	TOTAL CHARGES:	262.85

Revised 11-26-90 SUMMARY OF ALLOWABLE SURCHARGE FOR COMMON CARRIERS

PROJECT NO. COUNTY CONTRACTOR

TICKET NO.	DATE	TYPE MAT.	NET WEIGHT	BASE RATE	SHIPPING CHARGES	SURCHARGE RATE	SURCHARGE DAY LET	ALLOWABLE RATE	ALLOWABLE AMOUNT
126	12-06-90	AC20	45210	.0057	257.70	3.5%	2.7%	0.8%	2.06
141	12-07-90	AC20	44340	.0057	252.74	4.0%	0.0%	4.0%	2.78

If there was no surcharge on the day the project was let, enter the full amount.

The "SHIPPING CHARGES" column multiplied by the "ALLOWABLE RATE" column equals the ALLOWABLE (Payable) AMOUNT.

OKLAHOMA DEPARTMENT OF TRANSPORTATION

DATE: November 26, 1990

TO: Division Engineers, Construction Engineers, Engineering/Branch Managers

FROM: Byron Poynter Construction Engineer

SUBJECT: REVISION, CONTROL DIRECTIVE NO. 901119

The sample Fuel Surcharge Summary sent with the referenced Directive had an error. The summary has been corrected and a copy is enclosed. Please place the corrected copy in your binder and discard the old one.

Byron Poynter P.E.
Construction Engineer

Copy To: Distribution List

Corrected

OKLAHOMA DEPARTMENT OF TRANSPORTATION

DATE: November 15, 1990

TO: Division Engineers, Construction Engineers, Engineering/Branch Managers

FROM: Byron Poynter Construction Engineer

SUBJECT: **CONSTRUCTION CONTROL DIRECTIVE NO. 901115**

OPERATION AND CONTROL OF NUCLEAR DENSITY DEVICES

Referring to the Nuclear Density Gauge Operations Manual (AKA Construction Control Directive No. 18), page 6 para. 2 , the Safety Branch is to be notified when a gauge is relocated to a different office. In order to simplify this requirement, Larry Thompson will maintain an ongoing list of gauges and their locations, reporting to the Safety Branch periodically.

If you need to transfer a gauge permanently or temporarily, call Larry by phone, identify the gauge with the FL Number, relay the present location and the location where it is to be transferred.

There have been some irregularities recently involving the gauges and because of this, the following is requested:

1. Please use the Gauge Operations Manual as the main theme in a Residency Safety Meetings at least once every six months. It is essential that licensed persons fully understand the Policy Guidelines for use of the gauges. It is also essential that unlicensed persons are instructed NOT to handle or operate the gauge.

2. Remind each operator that the gauge MUST NOT be left unattended, not even for a minute, unless securely locked in its retainer, that the gauge must be kept in the case when being transported from one place to another. Also when an emergency or accident occurs, the emergency procedures outlined on page 6 of the manual, must be followed.

3. Remind each operator that the badge is to gauge the operator's exposure and must not be put in the case with the gauge, or otherwise placed in direct contact with the gauge. See page 4 of the manual.

Please pass a copy of this directive on to each operator.

The Department is licensed by the Nuclear Regulatory Commission for the operation of these gauges. In order to maintain the license, it is essential that the rules outlined in the Operations Guide be followed. This is for the protection of the operator as well as the public.

If it is found that an operator consistently does not comply with the guidelines, retraining or possibly disciplinary action should be considered.

Byron Poynter P.E.
Construction Engineer

Copy To: Distribution List

Oklahoma Department of Transportation

Operation and Control of Nuclear Density Devices
Construction Control Directive No. **19901115**

February 15, 2002

Scope: To emphasize the rules for the operation and control of nuclear density gauges and to establish a procedure to discuss these rules with Department employees.

As indicated in the Department's Operation and Control Manual for Nuclear Measurement Gauges, the Safety and Hazards Branch of the Maintenance Division will maintain a file on all nuclear gauges the Department operates. This file will show, along will other information, the storage location of each gauge. Keeping this file current is important in maintaining our license with the Oklahoma Department of Environmental Quality.

If you need to transfer a gauge permanently or temporarily to a new storage location, please contact the Safety and Hazards Branch of the Maintenance Division prior to the transfer. The information they will need is the FL number of the gauge, the present storage location, and the new storage location.

There have been some irregularities involving the gauges and because of this, the following is requested:

1. Please use the Operation and Control Manual for Nuclear Measurement Gauges as the main theme in a Residency Safety Meeting at least once annually. It is essential that licensed and badged persons fully understand the Policy Guidelines for use of the gauges. It is also essential that unlicenced and unbadged persons are instructed NOT to handle or operate the gauge.

2. Remind each operator that the gauge MUST NOT be left unattended, not even for a minute, unless securely locked in its retainer. The gauge must be kept in the case and properly secured when being transported from one location to another. Also, when an emergency or accident occurs, the emergency procedures outlined in Section J of the manual must be followed.

3. Remind each operator that the badge is to measure the operator's

exposure and must not be put in the case with the gauge or otherwise placed in direct contract with the gauge. Refer to Section F the manual for additional information.

Please pass a copy of this directive on to each operator.

The Department is licensed by the Oklahoma Department of Environmental Quality for the operation of these gauges. In order to maintain the license, it is essential that the rules outlined in the Operations and Control Manual for Nuclear Measurement Gauges be followed. This is for the protection of the operator as well as the public.

If it is found that an operator consistently does not comply with the rules, retraining or possibly disciplinary action should be considered.

George Raymond, P.E.
Construction Engineer

OKLAHOMA DEPARTMENT OF TRANSPORTATION

DATE: October 31, 1990

TO: Division Engineers, Construction Engineers, Engineering/Branch Managers

FROM: Byron Poynter Construction Engineer

SUBJECT: CONSTRUCTION CONTROL DIRECTIVE NO. 901031
REFER ALSO TO DIRECTIVE NO. 900904,
FUEL SURCHARGE REIMBURSEMENT

This is to clarify which types of loads qualify for a Fuel Surcharge Reimbursement. Only vehicles that are registered as COMMON CARRIERS may be reimbursed for the fuel surcharge.

A COMMON CARRIER is defined as:

> A hauling vehicle with four or more axles, where the vehicle owners haul for hire. That is; the owners receive only the transportation costs for delivery of the materials and are not owners of the materials.
>
> The carrier must be registered as a Common Carrier with the Motor Carrier Division of the Corporation Commission. Each door of the vehicle will have the name of the permit holder, the words "Motor Carrier Permit No." and the five digit permit number.

As indicated in Directive No. 900904, the reimbursement is for only the increase in the surcharge, between the day of bid opening and the day the materials were hauled.

Byron Poynter P.E.
Construction Engineer

Copy To: Distribution List

OKLAHOMA DEPARTMENT OF TRANSPORTATION

DATE: October 25,1990

TO: Division Engineers, Construction Engineers, Engineering/Branch Managers

FROM: Byron Poynter Construction Engineer

SUBJECT: CONSTRUCTION CONTROL DIRECTIVE NO. 901025

TRAINEE REPORTING SYSTEM

When a contract includes an item for Trainees and Training Special Provision 999.99SP(A-C)88s, the training is mandatory. The contractor must also present his plan for implementing the training prior to construction. Refer to the Special Provision.

A computer program has been developed to provide for tracking the trainees. The data is to be entered at the residency from the enrollment and payroll sheets submitted by the contractor.

Activate the program as follows:

At the "Ready", enter "PRGEST" the instructions will appear, press "enter", the menu will appear.

Select option "T", the Trainee Menu will appear.

Option 1: Provides report of trainees and initializes file for automatic transfer of data to central office. Also brings new projects into the file. This report may be produced as often as needed).

Option 2: Update Trainee File.

Option 3: End

Enter Job & Piece numbers and the Social Security Number to enter a new trainee or update an existing file.

Enter Date Started, Total Hours Accumulated, Action (EROL = Enrollment Date, TRNS = Transfer, TERM = Termination, COMP = Completed Training, ACTION DATE = Date Status Changes) and remarks.

CONSTRUCTION CONTROL DIRECTIVE 901025 CONTINUED

Basic information such as; Date Updated, Residency, Bams No., Project No. will be entered from the BAMS data base in the central office. If you add trainees by change order to an existing contract, you will have to load the information at the residency.

Byron Poynter P.E.
Construction Engineer

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OKLAHOMA DEPARTMENT OF TRANSPORTATION

DATE: October 23, 1990

TO: Division Engineers, Construction Engineers, Engineering/Branch Managers.

FROM: Byron Poynter, Construction Engineer

SUBJECT: **CONSTRUCTION CONTROL DIRECTIVE NO. 901023**

RETAINAGE OF NO LESS THAN FIVE PERCENT

House Bill 2328 requires that the Department withhold at least five percent (5%) of the contractors earnings until the Oklahoma Tax Commission has certified that all pertinent taxes have been paid.

This requirement will be implemented beginning with projects let in September 1990. For a period of time, estimates will be processed under the old system and the new system. The computer system will be modified later to accomodate the new process. Until that is done, be sure that at least five percent (5%) is retained on all estimates for projects let in September 1990 or later.

The requirement will alleviate the need for formal "Reductions in Retainage" except in some special circumstances.

The contractors may place securities on deposit to cover any amount of retainage.

This office will hold Final Estimates until the Tax Commission has issued a document certifying that all taxes are paid.

Byron Poynter
Construction Engineer

Copy To: Distribution List

OKLAHOMA DEPARTMENT OF TRANSPORTATION

DATE: October 22, 1990

TO: Division Engineers, Construction Engineers, Engineering/Branch Managers

FROM: Byron Poynter Construction Engineer

SUBJECT: **CONSTRUCTION CONTROL DIRECTIVE NO. 901022**

PROCESS FOR APPROVAL OF PRECAST CONCRETE BOX DETAIL SHEETS

Referring to the Chief Engineer's letter of September 6, 1990 (enclosed), the routing for approval of drawings for Precast Concrete Boxes is as follows:

> The Contractor submits the drawings to the Resident Engineer. After his review, the Resident Engineer forwards the drawings to the Specifying Authority Normally, this would be either Rural Design, Urban Design, or Local Government.
>
> After design approval, the drawings go to the Materials Engineer. The Materials Engineer sends the drawings back to the Resident Engineer and the Resident Engineer returns the approved proposal to the Contractor.

The contractor may appoint the fabricator to act as his agent.

A "sign-off" sheet should accompany the drawings to document the routing. A typical sheet has been enclosed.

Refer to Section 508.04(j) of the Standard Specifications Ed. 1988.

Byron Poynter P.E.
Construction Engineer

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OKLAHOMA DEPARTMENT OF TRANSPORTATION

Date: September 6, 1990

TO: S. C. Byers, Asst. Director-Operations
Richard Hankins, Asst. Director-Design

FROM: Delbert C. Carman, Chief Engineer

SUBJECT: Approval of Precast Concrete Box Detail Sheets

The process for approval of Precast Concrete Box Detail Sheets will be as follows:

The Contractor/Supplier is to submit to the Resident Engineer.

The drawings will then be passed to the specifying authority (The ODOT Project Design Engineer).

On approval, the drawings will then go to the Materials Engineer, Resident Engineer, and back to the Contractor/Supplier.

Delbert C. Carman, P.E.
Chief Engineer

BP/ls

OKLAHOMA DEPARTMENT OF TRANSPORTATION

ROUTING FOR PRECAST CONCRETE BOX DETAIL SHEETS

PROJECT NUMBER

COUNTY

STRUCTURE(S) INVOLVED

OFFICE	DATE RECEIVED	DATE RELEASED	SIGNATURE
FABRICATOR			
CONTRACTOR			
RESIDENT ENGINEER			
URBAN DESIGN OR			
RURAL DESIGN OR			
LOCAL GOVERNMENT OR			
OTHER DESIGN OFFICE			
MATERIALS ENGINEER			
RESIDENT ENGINEER			
CONTRACTOR			
FABRICATOR			

October 9th, 1990

OKLAHOMA DEPARTMENT OF TRANSPORTATION

DATE: September 4, 1990

TO: Division Engineers, Construction Engineers, Engineering/Branch Managers

FROM: Byron Poynter Construction Engineer

SUBJECT: **CONSTRUCTION CONTROL DIRECTIVE NO. 900904**

FUEL SURCHARGE REIMBURSEMENT

The Oklahoma Corporation Commission allows a Fuel Surcharge to be added to loads delivered by Common Carriers. Because of the rapidly changing crude oil prices, the rates are adjusted more often than usual.

The Department will reimburse the contractor for any increase between the letting date and the Date of Completion. Refer to Section 109.03 of the Standard Specifications.

In order to be reimbursed the contractor must submit a freight bill to the Resident Engineer for each load. Each bill must include the following information:

1. Date shipped.
2. Identification of the type of Material.
3. The amount of the surcharge (shown separately).

In addition the contractor must submit a Tariff Sheet reflecting the rate at the time of letting and additional Tariff Sheets to reflect the rate(s) on the day the material was shipped.

The amount of the reimbursement is computed as follows:

$$(RS \times TC) - (RL \times TC)$$

Where; RS = Fuel Surcharge Rate on Date of Shipping

RL = Fuel Surcharge Rate on Date of Letting

TC = Transportation Charges

Byron Poynter P.E.
Construction Engineer

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OKLAHOMA DEPARTMENT OF TRANSPORTATION

DATE: August 28, 1990

TO: Division Engineers, Construction Engineers, Engineering/Branch Managers

FROM: Byron Poynter, Construction Engineer

SUBJECT: CONSTRUCTION CONTROL DIRECTIVE NO. 900828

PROJECT TIME CHARGES
SPECIAL PROVISION 108-1B(a-b) 88s 6-25-90

Beginning with the August letting, the contracts include the referenced Special Provision. The new provision allows greater latitude for crediting time to projects when there are weather delays.

A packet of instructions has been included with this directive which outline the handling of the new specification (dated August 28, 1990).

The Time & Diary Report Form has been revised in accordance with our discussion at the July construction meeting. One copy is included with the instruction packet, in the next few days, a supply of the forms will be sent to each Division Headquarters.

If you have any questions, please contact this office.

Byron Poynter P.E.
Construction Engineer

Cancelled by C.D. 990512

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OKLAHOMA DEPARTMENT OF TRANSPORTATION

August 28, 1990

A COMMENTARY AND INSTRUCTIONS FOR CHARGING TIME TO HIGHWAY CONSTRUCTION PROJECTS

Committee for Time Charge Review

S.C. Byers-Delbert Carman-Bill Gamel-Byron Poynter

OKLAHOMA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS
FOR
WEATHER DELAYS

These Special provisions revise, amend, and where in conflict, supersede applicable Sections of the Standard Specifications of Highway Construction, Edition of 1988.

108.07. DETERMINATION AND EXTENSION OF CONTRACT TIME. (Just prior to the last paragraph, add the following.) The occurrence of unusually severe weather during the life of the contract will be considered a basis for extending contract time when work is not already suspended for other reasons. Unusually severe weather means weather which at the time of year it occurs is unusual for the place in which it occurs.

Extension of time for unusually severe weather will be determined on a monthly basis and will include only those actual adverse weather days in excess of the normal adverse weather days included in the Contract Time. Normal adverse weather means adverse weather which, regardless of its severity, is to be reasonably expected for that particular place at that particular time of year. The normal adverse weather days included in the Contract Time are based on historical records of temperature and precipitation for the eight Department Field Divisions as shown in Table A.

Actual adverse weather days are those days meeting one or more of the criteria in "a", "b", "c" and "d" below. Time extensions for days meeting more than one criterion will take into consideration only that criterion having the greatest impact.

Those actual adverse weather days covered by criterion "a", "b" or "c" when they occur (except prior to mobilization or during suspension for other reasons) or their impact on contract completion. However, those days covered by criterion "d" will be subject to the limitations as noted.

a. Days whose Maximum temperature is 32°F or less - one full day allowed.

b. Days whose minimum temperature is 32°F or less, but whose maximum temperature is over 32°F - one-half day allowed.

c. Days when 1/2 inch or more precipitation (rain or snow equivalent) occurs - one full day allowed.

d. Days when weather related conditions exist which prohibit proper performance of work as specified - one full day allowed. Allowance of such days will be subject to the work which is being delayed, being critical to timely contract completion and the Contractor making every reasonable effort to minimize the adverse impact of the conditions.

TABLE A
NORMAL ADVERSE WEATHER DAYS
BY
ODOT DIVISION

MONTH	DIVISION							
	1	2	3	4	5	6	7	8
JANUARY	15	14	15	16	14	17	15	17
FEBRUARY	11	11	11	13	12	13	11	13
MARCH	11	10	9	9	8	11	6	11
APRIL	7	7	7	5	3	5	5	6
MAY	8	8	8	6	6	6	6	6
JUNE	6	4	6	6	4	4	4	6
JULY	4	4	4	4	4	4	4	4
AUGUST	4	4	4	4	2	4	4	4
SEPTEMBER	6	6	4	4	4	2	4	6
OCTOBER	5	5	5	5	4	4	5	5
NOVEMBER	9	8	8	8	7	10	7	10
DECEMBER	14	13	12	14	14	15	12	14

(Revise next to last sentence of Subsection as follows.)

The extended time for completion shall be in full force and effect the same as though it were the original time for completion.

A COMMENTARY ABOUT TIME CHARGES

August 27, 1990

This is to comment on the philosophy for charging time to construction projects and issue instructions as to how to report the charges.

The original contract time is established by estimating the actual number of days required to do the work. Then Saturdays, Sundays, holidays and a number of days for "Normal Adverse Weather" is added for each month, for the geographical area of the project. It follows then that if bad weather occurs as anticipated and there are no other obstacles which would slow or stop progress, the work can be completed on schedule.

When a contractor submits his bid, he is aware of how much work he is expected to do and how much time he will have to do the work. When bad weather exceeds the amount that has been anticipated in the contract, it is a condition that the contractor could not have been aware of prior to preparing his bid, therefore, we must credit the project with the proper number of "Unusually Severe Weather" days.

It is equally essential that the condition NOT exist where the contractor is directed by one part of the specification to perform, while another part says that he SHALL NOT.

Time is credited to projects when the contractor can not work due to reasons beyond his control. Examples would be, bad weather, utilities in the way, right-of-way not acquired, plan error requiring a suspension for modification, etc.

There are some reasons that the contractor can not work due to reasons beyond his control, that do not qualify for time consideration, some examples are; his crew is busy on another project, his supplier can not deliver promptly, some of the equipment broke down.

The specification for Extension of Contract Time is basically statistical. For this reason occasionally time is credited to the project even when the contractor doesn't need the time. However, because of the statistical base there will be other times when time is not credited even though there may appear to be grounds for consideration. For a great majority of projects the specification will be well balanced and serve to address time assessments efficiently. However, depending on the type of construction in progress, the time of the year and possibly other factors, there may be special circumstances that occur on specific projects, which require special consideration.

Time Charge Commentary continued

To determine if a Time Extension is warranted, one must consider if the work that the contractor is prevented from doing is actually the next necessary step towards completion (on the critical path) of the project. Example: The work order has become effective but a telephone cable is still hanging from the Bridge slated for removal. The bridge removal can not begin until a shoo-fly detour is built and traffic moved from the bridge. If the cable has been adjusted by the time the traffic is removed, a time extension would not be proper. On the other hand if the contractor is ready to remove the bridge and the cable is still in use, a time extension would be appropriate.

Where it is anticipated that the work will be suspended for several consecutive days, due to no fault of the contractor, the project can be suspended. Example: The work is complete except for placement of erosion control, the season does not begin for several weeks.

However, due to the function of the computer system, each day must be accounted for by charging each day of suspension to "other". This is to prevent the computer from assessing a retainage rate which is higher than proper when payments are resumed.

Another way to handle this is to add the number of days in suspension at one time, when the first estimate is prepared after the suspension period.

Refer also to pages 7 and 8 which relate project status with Time Charges.

The Daily Report Form has been revised to comply with the Special Provision and will serve to simplify the reporting of Contract Time.

INSTRUCTIONS FOR REPORTING CONTRACT TIME CHARGES

Refer to the sample reports on pages 9 and 10.

It is essential that the contractor is informed at the end of each month as to the number of days remaining in which to complete the work. Because of this the report for the second half of the month will reflect charges levied during the first half.

Each day is to be reported as "charged" in column (1). When work can not be performed, report the day "lost" in either column (2) or (3) along with the reason.

There may be more than one reason for not charging time on a given date, and the reason with the greatest impact is to be used. It is recommended that the secondary reasons be mentioned in the body of the report to account for actual conditions. Generally, days reported in column (3) will have the greatest impact, because every day is an extension.

FIRST PERIOD REPORT

1. In column (1), enter a charge for each day of the calendar.
2. On the line labeled "TOTAL 1st Period", enter the totals of columns (1), (2) and (3).
3. Enter the number of Normal Adverse Weather Days or the number of actual days of bad weather, whichever is smaller, in column (4).
4. Compute the Days Remaining at the end of the first period as follows:

TIME REMAINING FROM LAST REPORT	- COLUMN (1)	+ COLUMN (2)	+ COLUMN (3)	- COLUMN (4)	+ COLUMN (5)

A space has been provided at the top of the columns for the "Time Remaining from the last report". If the report is for one or both periods within the first months operation, this will be the Original Contract Time.

4. The Revised Contract Time is determined as follows:

REVISED CONTRACT TIME FROM PREV. REPORT		COLUMN (2)		COLUMN (3)		COLUMN (4)		COLUMN (5)
	+		+		-		+	

Enter the Revised Contract Time in the upper right-hand corner of the report. The revised time is also used in preparing estimates.

The "Time Remaining" and "Revised Contract Time" for the First Period Report, will be approximate since the extent of bad weather for the entire month is not known.

SECOND PERIOD REPORT

1. Enter a charge for each day of the calendar.
2. Enter the totals for the first and second periods in their proper places.
3. Enter the totals for the month in columns (1), (2) and (3).
4. Enter the number of Normal Adverse Weather Days from the chart, or the number of Weather Related Days from column (2), whichever is smaller, in column (4).
5. Enter all days that were added by change order for the entire month in column (5).

The Time Remaining and the Revised Contract Time is calculated in the same manner as for the First Period Report.

The Normal Adverse Weather Days estimated in the contract are relative to the entire month, if this report covers only a portion of the month, just prorate the number of days.

COMPUTER LIMITATIONS

At this time, the computer system will not accept more than three digits in the space for "Revised Contract Time". Condition "b." of the specification allows 1/2 day of credit. When the revised time ends with a 1/2 day, just round upwards to the next even day for entry on the estimate.

OKLAHOMA DEPARTMENT OF TRANSPORTATION

Date: December 14, 1992

TO: Division Engineers, Construction Engineers, Engineering/Branch Managers

FROM: Byron Poynter, Construction Division

SUBJECT: Revision of Construction Control Directive No. 900828

****

Page seven of the subject Construction Directive "Instructions for Project Time Charges", has been revised as indicated on the attachment.

Please place the revised sheet in your binder and discard the old sheet.

Byron Poynter, P.E.
Construction Engineer

BP/ls

Attachment

Cancelled by C.D. 990512

DISTRIBUTION:

Bob Rose, Chief Engineer
S.C. Byers, Asst. Director-Operations
Norman Hill, General Counsel
Jack Stewart, Office Engineer
Bruce Taylor, Urban Design Engineer
Wayne Philliber, Rural Design Engineer
Veldo Goins, Bridge Engineer
Mike Patterson, Comptroller
Joe James, BAMS Coordinator
David Golden, Maintenance Engineer
Jack Telford, Materials Engineer
Sid Coffman, Operations Review and Evaluation
Gary Larsen, Federal Highway Administration
Bill Skeith, Association of General Contractors
Jim Morehead, Association of General Contractors
Pat Keller, Oklahoma Asphalt Paving Association
Frank Cunningham, American Concrete Pavement Association
File-3

INSTRUCTIONS FOR PROJECT TIME CHARGES

PROJECT STATUS	APPLICATION OF TIME CHARGES
Work Order has Been Issued, But Is Not Effective.	When the contractor begins work before the effective date of work order, time is to be charged as if the work order is effective. Give proper credit for weather days. If bad weather develops, just revert to the status of "waiting for effective date of work order" and do not charge time. When a project has a fabrication period such as a Traffic Signal Job, charge time in in accordance with special provisions.
Work Order is Effective But The Contractor Has Not Moved On The Job.	When the contractor cannot work due to obstacles which the Department or other governmental agency is responsible for removing, such as utilities being in the way, time can be suspended until the project is clear. However, if the reason is within control of the contractor such as, not being finished with another project, time is to be charged as is normal. ~~except as follows: Since the contractor is not effected by Unusually Severe Weather, credit will not be given.~~
Work Order Is Effective. The Work Has Begun	Charge time as specified. Extra calendar days have been included for each month of working time for anticipated bad weather. See chart in special provisions. When the number of Weather Related Days exceed the number on the chart, extend the contract time an amount equal to the excess days. DO NOT give credit for more than one day for for each Calendar Day. When there is more than one reason, use the one with the greatest impact. Credit the job at the end of each month with the proper time adjustment. This keeps the contractor informed as to the time remaining.

Cancel

OKLAHOMA DEPARTMENT OF TRANSPORTATION

Construction Control Directive No. 900828 - Rev. April 29,1993

INSTRUCTIONS FOR PROJECT TIME CHARGES

PROJECT STATUS	APPLICATION OF TIME CHARGES
The Contract Time Has Been Used. The Project is not Finished.	~~Assuming the contractor has been given all of the Time Extension required, continue charging time as during the normal course of the project.~~

REVISION

The Contract Time Has Been Used. The Project is not Finished.	Give full credit for each day of bad weather. List these days in the "other" column on the report. Do not deduct Normal Adverse Weather days (from the chart) from the total days of bad weather for the month.

DT Form 78 Rev. 8-90

TIME & DIARY REPORT

Report No. 1 PROJECT NO. F-256(60)

PERIOD FROM 6-1-90 to 6-15-90 Contr.Amt.$ 2,621,342.10 County Bigelow CONTRACTOR Mud Constr. Co.

Effective Date W/O 6-1-90 Work Began 6-3-90 Amt.Earned $ 21,000.00 Amt.Paid $ 20,000.00 Contract 200 CD

Description: 2 Mile Grading, Drainage, Surf. from Jct. 34 North. Time 207 Revised

Time Remaining From Last Report = 200

Month & Day	Days Charged	Days Lost: Weather Related	Days Lost: Other	Explain Reason for not Charging Time OR Give Brief Description of Work Performed
6-1-90	1			No Work
6-2	1			No Work
6-3	1			Began Clearing and Grubbing.
6-4	1			Clearing and Grubbing.
6-5	1			Set stretch posts for new fence. Sta. 615+00 ~ 623+00.
6-6	1	1		No Work. Rain
6-7	1	1		Drying Roadway
6-8	1			Began stripping topsoil Sta. 618+00 - 625+00.
6-9	1			Stripped topsoil 625+00 - 632+00.
6-10	1			Stripped topsoil 632+00 - 640+00. Set Stretch Post for fence 623+00 - 650+00. Began excavating Sta. 618+00 - 625+00.
6-11	1		1	No Work - High pressure gas line in the way.
6-12	1		1	No Work - Gas company adjusting line.
6-13	1		1	No Work - Gas company adjusting line.
6-14	1		1	No Work - Gas company completed adjustment.
6-15	1			Stripped Topsoil 640+00 - 650+00.

	(-)	(+)	(+)	(-)	(+)	
TOTAL 1st Period	(-) 15	(+) 2	(+) 4	(-) 2	(+) 3	192
TOTAL 2nd Period				Normal Adverse Weather Days*	Days Added by Change Orders	Time Remaining CD
TOTAL for Month	(-)	(+)	(+)	(-)	(+)	

Enter the smaller of the two: Total Weather Related Days or Number of Normal Adverse Days.

Columns (1) (2) (3) (4) (5) (6)

Correct:

_____ Contractor

_____ Resident Engr.

Copy To: Oklahoma City Division File Contractor

1st Period Report

Spacing will accept two lines of print.

DT Form 78 Rev. 8-90

TIME & DIARY REPORT

Report No. 2 PROJECT NO. F-256(60)

PERIOD FROM 6-16-90 to 6-30-90 Contr.Amt.$ 2,621,342.10 County Bigelow CONTRACTOR Mud Constr. Co.

Effective Date W/O 6-1-90 Work Began 6-3-90 Amt.Earned $ 25,000.00 Amt.Paid $ 24,000.00 Contract 200 CD

Description: 2 Mile Grading, Drainage, Surf. from Jct. 34 North. Time 207 Revised

Time Remaining From Last Report = 200

Month & Day	Days Charged	Days Lost: Weather Related	Days Lost: Other	Explain Reason for not Charging Time OR Give Brief Description of Work Performed
6-16-90	1			Stripped topsoil Sta. 640+00 - 652+00.
6-17	1			Excavated 618+00 - 625+00.
6-18	1			Excavated 625+00 - 630+00.
6-19	1			Began Subgrade Method B 618+00 - 630+00.
6-20	1			Subgrade 618+00 - 630+00.
6-21	1			No Work - Less than ½ inch rain.
6-22	1			Began placing Type B Asphalt 618+00 - 622+00.
6-23	1	1		No Work - Over ½ inch rain.
6-24	1			Placed 2nd lift Type B Asph. 618+00 - 622+00.
6-25	1			Excavated 630+00 - 642+00, placed 1st lift Asph. 622+00 - 630+00.
6-26	1			Excavated 630+00 - 642+00, placed 2nd lift Asph. 622+00 - 627+00.
6-27	1			Placed 1st lift Asph. 630+00 - 635+00.
6-28	1			Placed 2nd lift Asph. 635+00 - 642+00.
6-29	1			Placed 3rd lift Asph. 618+00 - 627+00.
6-30	1			Stripped Topsoil 652+00 - 660+00.

2nd Period Report

	(-)	(+)	(+)	(-)	(+)	
TOTAL 1st Period	15	2	4			
TOTAL 2nd Period	15	1		Normal Adverse Weather Days*	Days Added by Change Orders	Time Remaining CD
TOTAL for Month	(-) 30	(+) 3	(+) 4	(-) 3	(+) 3	177
Columns		(1)	(2)	(3)	(4)	(5) (6)

* - Enter the smaller of the two: Total Weather Related Days or Number of Normal Adverse Days.

Correct:

_____ Contractor

_____ Resident Engr.

Copy To: Oklahoma City Division File Contractor

DT Form 78 Re[redacted]0

TIME & DIA[redacted] REPORT

Report No.[redacted] PROJECT NO._____

PERIOD FROM_____ to_____ Contr.Amt.$ County_____ CONTRACTOR_____

Effective Date W/O_____ Work Began_____ Amt.Earned $_____ Amt.Paid $_____ Contract_____CD

Description:_____ Time _____Revised

Time Remaining From Last Report =						
Month & Day	Days Charged	Days Lost		Explain Reason for not Charging Time OR Give Brief Description of Work Performed		
		Weather Related	Other			
TOTAL 1st Period	(-)	(+)	(+)	(-)	(+)	
TOTAL 2nd Period				Normal Adverse Weather Days*	Days Added by Change Orders	Time Remaining CD
TOTAL for Month	(-)	(+)	(+)	(-)	(+)	

* - Enter the smaller of the two: Total Weather Related Days or Number of Normal Adverse Days.

Correct:

_____ Contractor

_____ Resident Engr.

Copy To: Oklahoma City Division File Contractor

OKLAHOMA DEPARTMENT OF TRANSPORTATION

DATE: August 22, 1990

TO: Division Engineers, Construction Engineers, Engineering/Branch Managers

FROM: Byron Poynter Construction Engineer

SUBJECT: **CONSTRUCTION CONTROL DIRECTIVE NO. 900822**

PAY LIMITATIONS

The State Treasurer is UNABLE to issue checks for amounts greater than one million dollars ($1,000,000). Please refer to the enclosed memo from Michael Patterson.

When more than $ 1,000,000 is due on a contract, separate the payment on two or more estimates so that none exceed the $ 1,000,000. The estimates will have the same to/from dates but numbered consecutively.

Please DO NOT divide in half, resulting in two estimates for exactly the same amount. This confuses the verification process.

Byron Poynter P.E.
Construction Engineer

Copy To: Distribution List

CANCELLED 3-8-95

OKLAHOMA DEPARTMENT OF TRANSPORTATION

Date: August 17, 1990

TO: Director, Staff, Division Engineers, Division Managers

FROM: J. Michael Patterson, Comptroller

SUBJECT: CLAIMS

Effective immediately, this office will no longer accept vendor claims which are equal to or in excess of $1,000,000.00. While this provision is not limited, the greatest potential for impact is in the areas of Contractor estimates and Right of Way acquisition.

This change is necessary because the Office of State Finance (OSF) is no longer able to split a large claim into two separate entries for processing by the State Treasurer. It is the Treasurer's system that is unable to process the now forbidden payment in excess of $1,000,000.00.

If and when the Treasurer's system is updated, and the large payments can be processed, you will be notified.

J. MICHAEL PATTERSON
Comptroller

JMP:kml

Copy to: Bud McAlister
Donna Phillips
Betty Schardt
Pat Crouch
Field Accountants

OKLAHOMA DEPARTMENT OF TRANSPORTATION

DATE: August 1, 1990

TO: Division Engineers, Construction Engineers, Engineering/Branch Managers

FROM: Byron Poynter, Construction Engineer

SUBJECT: CONSTRUCTION CONTROL DIRECTIVE NO. 900801

JOINT FILLER FOR JOINTS IN CONCRETE PIPE

It has come to the attention of this office that the Cold Applied Joint Filler for concrete pipe, that has been specified in the past, may not be available in the future.

The material specified in Provision 726-1(a), 7-18-90 (enclosed) or a Portland Cement Grout are two alternatives that may be used.

If another proposal is submitted, contact the Central Laboratory for approval.

A Change Order will be required.

Byron Poynter P.E.
Construction Engineer

Copy To: Distribution List

CANCELLED

726-1(a) 88S
7-18-90

OKLAHOMA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS
FOR
JOINT FILLER FOR JOINTS IN CONCRETE PIPE

These Special Provisions revise, amend, and where in conflict, supersede applicable Sections of the Standard Specifications of Highway Construction, Edition of 1988.

726.02. MATERIALS. (a) Rigid Conduits.

6. Joint Filler.

6.1. Cold Applied Mastic Type. (Delete the entire Section and add the following.)

This compound, when applied according to the manufacturer's directions, shall be resilient and adhesive and maintain an effective seal through repeated cycles of expansion and contraction. The material shall comply specifically with the following requirements:

	Minimum	Maximum
Percent soluble in Trichlorethylene, AASHTO T 44	45.0	-
Percent Ash, AASHTO T 111	15.0	55.0
Penetration, AASHTO T 49, 150 g., 5 sec., 25 deg.C	150	275

Penetration shall be in accordance with AASHTO T 49 except that a penetration cone shall be used in lieu of the standard penetration needle. The cone shall conform to the requirements given in the Standard Method of Test for Cone Penetration of Lubricating Grease (ASTM D 217), except that the interior construction may be modified as desired.

Note: This joint filler shall not be used for precast concrete boxes.

OKLAHOMA DEPARTMENT OF TRANSPORTATION

DATE: July 9, 1990

TO: Division Engineers, Construction Engineers, Engineering/Branch Managers

FROM: Byron Poynter, Construction Engineer

SUBJECT: *CONSTRUCTION CONTROL DIRECTIVE NO. 900709*

NETWORK ANALYSIS SYSTEM, CRITICAL PATH METHOD

When a Network Analysis System is specified, the Residency is to review the contractor's submittal for workability and request revisions as needed.

When the system is deemed acceptable, the Resident Engineer is to date and mark all copies "APPROVED".

Return at least one approved copy to the contractor.

DO NOT send copies routinely to the Central Office.

Byron Poynter P.E.
Construction Engineer

Copy To: Distribution List

OKLAHOMA DEPARTMENT OF TRANSPORTATION

DATE: July 6, 1990

TO: Division Engineers, Construction Engineers, Engineering/Branch Managers

FROM: Byron Poynter, Construction Engineer

SUBJECT: CONSTRUCTION CONTROL DIRECTIVE NO. 900706

ADMINISTRATION OF QUALITY CONTROL/QUALITY ASSURANCE PAY ESTIMATES

On some types of QC/QA projects such as, Structural Concrete and P.C. Concrete Pavement, it will be necessary to process payments before all of the test results have been received. The result will be a partial deduction pending the results of the remaining tests.

At this time the estimate system does not have the capability to allow adjustments to lines 994 thru 997.

When it is necessary apply a partial deduction, compute the amount manually and enter on line 991. When all of the results are received, determine the pay factor for the subject lot and enter on the appropriate line (994 thru 997). Delete the nonapplicable amount from line 991.

The PRGADJST program does not accomodate the more recent versions of the special provision in which the pay factors are weighted. These values require manual computation.

If you need assistance to correct an error, contact this office or Dalton Pugh at 521-4185.

Byron Poynter P.E.
Construction Engineer

Copy To: Distribution List

OKLAHOMA DEPARTMENT OF TRANSPORTATION

DATE: June 14, 1989

TO: Division Engineers, Construction Engineers, Engineering/Branch Managers

FROM: Byron Poynter, Construction Engineer

SUBJECT: CONSTRUCTION CONTROL DIRECTIVE NO.900614

CHANGE ORDERS, ADDITIONAL APPROPRIATIONS

Beginning with projects let in July 1990, there will no longer be contingency funds included to cover minor overruns. That is, the Contract Amount CAN NOT BE EXCEEDED until a Change Order has been approved for an additional appropriation.

When Change Orders are submitted which will result in an overrun, the funds to pay for the overrun are to be requested at the same time. Just indicate in the heading of the Change Order that the additional appropriation is requested.

When it is necessary to overrun existing contract items, you should estimate the amount of funds required and request them in a timely manner to avoid a suspension of payments to the contractor.

Also effective July 1, 1990, Forms 17 and 17A will no longer be required. The Change Order Form has been revised to provide the necessary information. Copies of the new form are enclosed and more are available in the Construction Office.

Byron Poynter P.E.
Construction Engineer

Copy To: Distribution List

OKLAHOMA DEPARTMENT OF TRANSPORTATION

DATE: May 24, 1990

TO: Division Engineers, Construction Engineers, Engineering/Branch Managers

FROM: Byron Poynter, Construction Engineer

SUBJECT: CONSTRUCTION CONTROL DIRECTIVE NO. 900524

PERFORMANCE SUSPENSION

Attached is a system for review of a contractor's progress which enables the Department to suspend firms from bidding on future work, if their progress has been poor on existing active projects.

The plan is activated when 30% or more of the time is used and exceeds the amount of work completed by 15% or more.

Due to special circumstances this separation of time and progress may not be worthy of concern on some specific projects. The Resident Engineer/Branch Manager is invited to discuss these special circumstances with this office prior to issuance of the notice.

Implementation is to begin July 1, 1990.

Byron Poynter P.E.
Construction Engineer

Copy To: Distribution List

CONSTRUCTION CONTROL DIRECTIVE NO. 900524

GUIDELINE FOR ADMINISTRATION OF PERFORMANCE SUSPENSION

BACKGROUND:

In view of the significant number of contracts on which performance appears to be such that completion will not be within the time specified, performance suspension must be considered.

PROCEDURE:

This procedure applies to projects on which 30% or more of the time allotted, including time extensions, has been used. Progress on these projects is considered unsatisfactory when the percent of time used (including time extensions) exceeds the percent of work complete by 15 or more percentage points. A copy of the Oklahoma Department of Transportation (ODOT) Progress Curve is shown in Attachment 1.

Contractors having a project or projects falling within the unsatisfactory criteria range will be notified in writing by the Resident Engineer of the Department's concern regarding progress. The letter shall be sent by either certified mail or express mail. A copy of the letter shall be furnished to the agent of the contractor's surety. A sample letter is shown in Attachment 2.

Not later than 15 days from the receipt of the Resident Engineer's letter to the Contractor, the Contractor is to arrange for a meeting with the Construction Engineer. At the meeting the Contractor is to present data to indicate how they intend to complete the work in the allotted time. If the Department is satisfied with this presentation, the Contractor may continue to maintain its prequalified status. If the data presented at the meeting is not satisfactory or if the actions agreed upon as satisfactory are not implemented within 30 calendar days from the date of the meeting a notice of suspension will be issued and processed in accordance with Commission Rules, Regulation, Policies, and Procedures.

CONSTRUCTION CONTROL DIRECTIVE NO. 900524

RESPONSIBILITIES:

Resident Engineers will review progress status at the end of each month and report to the Construction Division those firms falling within the Performance Suspension notification area. The Resident Engineer, in consultation with the Division Engineer and the Construction Division, will initiate a letter to the applicable contractor, giving notice of the Department's concern regarding progress. The Construction Division will arrange for the pre-suspension meeting.

If the results of the meeting prove unsatisfactory, or if the contractor does not implement the actions agreed upon at the meeting within 30 days from the date of the meeting, the Construction Division will notify the Office Engineer. It will be the responsibility of the Office Engineer to prepare letters notifying firms of suspension. This letter should be coordinated with the Chief Engineer and General Counsel. The letter will be for the Director's signature.

CONSTRUCTION CONTROL DIRECTIVE NO. 900524

STATE OF OKLAHOMA
DEPARTMENT OF

TRANSPORTATION

200 N. E. 21st Street
Oklahoma City, OK 73105-3204

April 2, 1990

SAMPLE

Wols Construction, Inc.
P.O. Box 33
June Bug, OK 74744

Dear Mr. Wols:

A review of progress on Project SAP-78(101) shows you are below the Department's guidelines for satisfactory progress. You have used fifty percent of the allotted contract time, including time extensions, but have completed only twenty-four percent of the work. The Department is very concerned that at this rate of progress you will not complete the work within the allotted time.

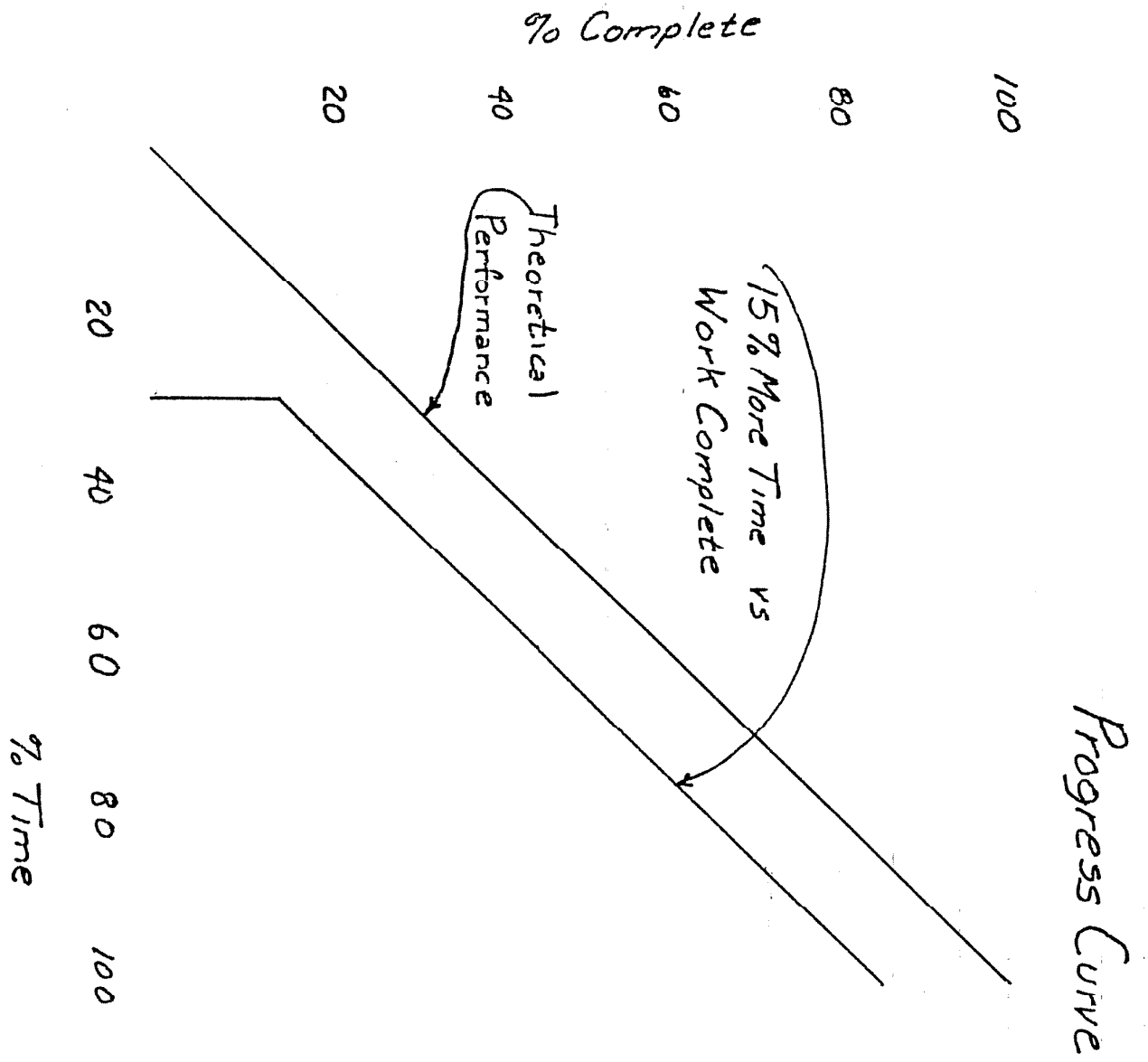
Within 15 days from the date of receipt of this letter, you should contact the Oklahoma Department of Transportation Construction Engineer, 200 NE 21st Street, Oklahoma City, Oklahoma, 73105, to arrange a meeting to discuss work progress. At this meeting you should be in a position to show the Department how you will schedule and prosecute the remaining work to complete work within the allotted time. Failure to respond to this letter within the 15 day time period may result in suspension of prequalification.

By copy of this letter to your Surety, we are advising them of this action and that this is not a notification of default under Section 108.09 of the Standard Specifications.

Sincerely,

T. R. Velton
Resident Engineer

Copy to: Contractor's Surety Agent
Division Engineer
Construction Engineer
Office Engineer
General Counsel


% Complete
20
40
60
80
100
Theoretical Performance
15% More Time vs Work Complete
20
40
60
80
100
% Time
Progress Curve

Oklahoma Department of Transportation

Performance Suspension
Construction Control Directive No. **19900524**

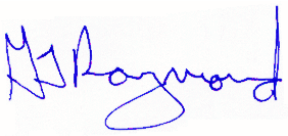
February 15, 2002

Scope: To establish a procedure to determine unsatisfactory performance by the contractor on a construction project and identify the appropriate actions required of the Resident Engineer/Manager.

Attached is a system for review of a contractor's progress which enables the Department to suspend firms from bidding on future work due to unsatisfactory performance. This system has been developed to conform to the requirements of Section 102.04 of the Standard Specifications and Section 730:25-3-4 and Section 730:25-3-5 of the Oklahoma Administrative Code.

Step 1 of the system is activated when 30% or more of the revised contract time has been used on a project and the percentage of work completed lags behind the time used by 20% or more. Refer to the attached system for additional details.

Due to shape of the project's S-Curve, this separation of time and progress may not be worthy of concern on some specific projects. The Resident Engineer/Branch Manager is encouraged to discuss these special circumstances with the Construction Division prior to initiation of this procedure.



George Raymond, P.E.
Construction Engineer

GUIDELINE FOR ADMINISTRATION OF PERFORMANCE SUSPENSION

BACKGROUND:

In view of the significant number of contracts on which performance appears to be such that completion will not be within the time specified, performance suspension must be considered.

PROCEDURE

This procedure shall be initiated when thirty percent or more of the contract time allotted, including time extensions, has been used. Performance on these projects is considered unsatisfactory when the percent of work completed lags behind the percentage of revised time used by twenty percent or more. Attachment 1 depicts a typical S-Curve for a project and illustrates the lag in performance which would trigger this procedure.

Step 1

Contractors having a project, or projects, falling within the unsatisfactory range shall be notified in writing by the Resident Engineer indicating the Department's concern regarding their performance. The letter shall be sent by certified mail and shall state that not later than 15 days from the receipt of the Resident Engineer's letter to the Contractor, the Contractor shall arrange for a meeting with the Field Division Engineer. At the meeting with the Field Division Engineer, the Contractor shall present a schedule which indicates how the Contractor intends to complete the remaining work in the allotted time. If the Field Division Engineer is satisfied with this presentation, the Contractor may continue to maintain its pre-qualified status. If the schedule presented at the meeting is not satisfactory or if the actions agreed upon as satisfactory are not implemented within 30 calendar days from the date of the meeting, the issue will be elevated to the Construction Engineer. A sample letter from the Resident Engineer to the Contractor is shown in Attachment 2.

Step 2

Unsatisfactory performance issues which cannot be resolved at the Field Division level shall be elevated to the Construction Engineer. The Construction Engineer shall review the information presented to the Field Division Engineer and arrange for the pre-suspension hearing in accordance with Commission Rules, Regulations, Policies, and Procedures.

RESPONSIBILITIES

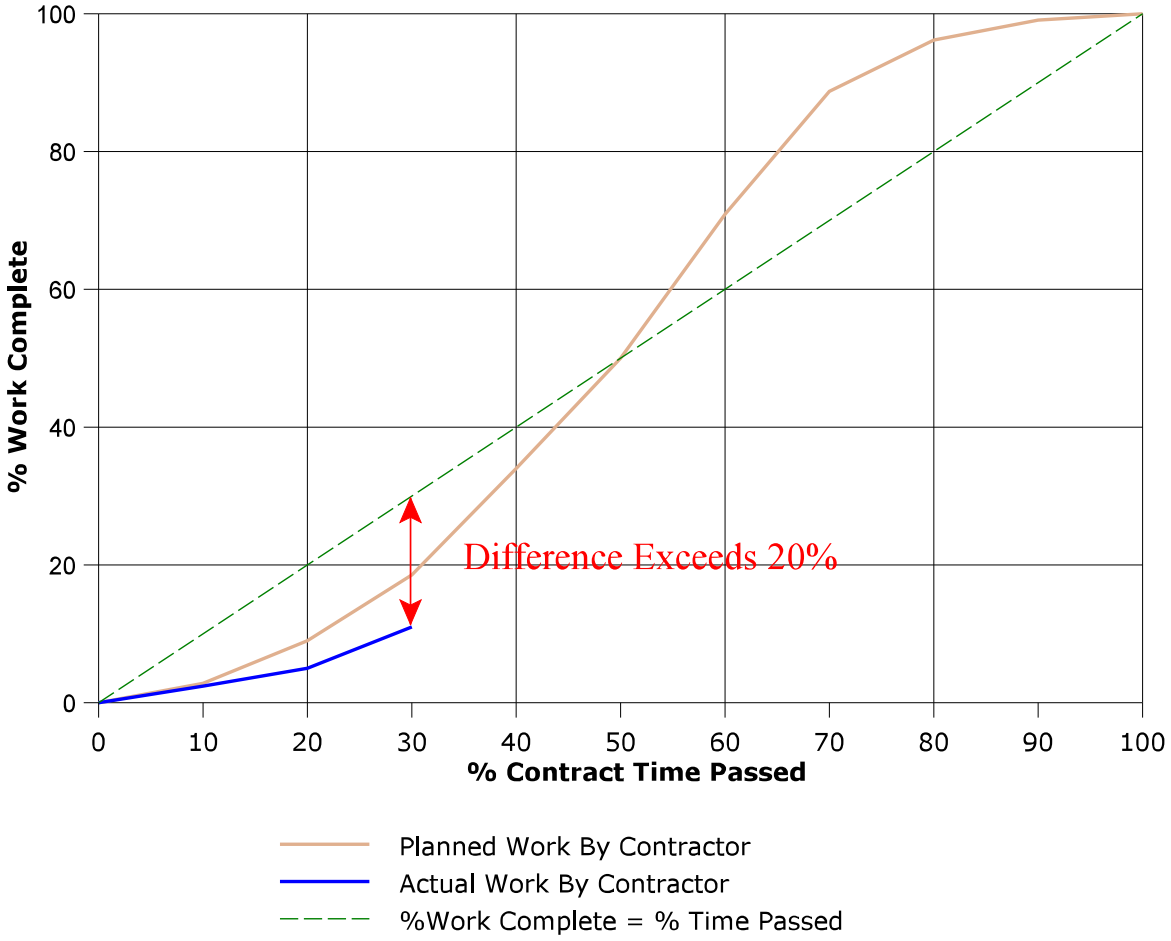
Resident Engineers shall review the contractor's performance at the end of each month and report to the Field Division Engineer those firms falling within the unsatisfactory performance range. The Resident Engineer, in consultation with the Field Division Engineer, will initiate the letter to the applicable contractor, giving notice of the Department's concern regarding their progress.

The Construction Division will arrange for the pre-suspension meeting.

It will be the responsibility of the Office Engineer to prepare letters notifying firms of suspension.

This letter should be coordinated with the Chief Engineer and General Counsel. The letter will be for the Director's signature.

Project S-Curve



Attachment 1

OKLAHOMA DEPARTMENT OF TRANSPORTATION
1307 Tranportation Lane
Felt, Oklahoma 76842

February 14, 2002

Wols Construction, Inc.
P.O. Box 33
June Bug, Oklahoma 74744

Dear Mr. Wols:

A review of progress on Project SAP-78(101) shows you are below the Department's guidelines for satisfactory performance. You have used fifty percent of the allotted contract time, including time extensions, but have completed only twenty-four percent of the work. The Department is very concerned that at this rate of progress, you will not complete the work within the allotted time.

Within 15 days from the date of receipt of this letter, you shall contact the Oklahoma Department of Transportation Division Engineer, 1306 West Tranportation Lane, Felt , Oklahoma, 76842, to arrange a meeting to discuss work performance.

At this meeting you shall present to the Department your revised schedule which will demonstrate how your company's resources will complete the remaining work on the project within the remaining contract time. Failure to respond to this letter within the 15 day time period may result in suspension of your company's pre-qualification status.

Sincerely,

Byron Poynter
Resident Engineer

Copy to: Division Engineer
Construction Engineer
Office Engineer
General Counsel

Attachment 2

730:25-3-4. Proposals; right to suspend or debar from bidding

(a) All proposal blanks will be obtained from the Department's Office Engineer in Oklahoma City, Oklahoma.

(b) Proposal blanks will be stamped by the Department with the name of the contractor and the date of issue and NO other proposal blanks will be accepted. The fee for each proposal shall be twenty-five dollars ($25.00), which fee is non-refundable.

(c) No proposal for construction or maintenance projects advertised for bids by the Department will be issued to any contractor within 24 hours prior to the bid opening for that contract.

(d) The Commission and Department reserve the right to suspend or debar, under the provisions of this subchapter, any contractor, subcontractor, material supplier, or officer, agent, employee, of such entity from bidding or participating in contracts awarded by the Commission upon proof of a bidding crime, unsatisfactory performance of project work, or other act or omission as set forth in this subchapter.

(e) The Commission and Department reserve the right to refuse to award or approve subcontract or as material supplier.

[Source: Amended at 12 Ok Reg 1269, eff 5-11-95; Amended at 18 Ok Reg 1357, eff 5-11-2001**]**

730:25-3-5. Debarments and suspensions

(a) **Debarment**. A contractor, any of its directors, officers, agents, or employees, any affiliate of a contractor, any subcontractor, or any material supplier who commits a "bidding crime," defined as "any act prohibited by any state or federal law committed in any jurisdiction, such act involving fraud, conspiracy, collusion, perjury or material misrepresentation with respect to bidding on any contract, public or private," any such act in the performance of a contract awarded by the Commission, or for the reasons set forth in this section shall be subject to debarment proceedings.

(1) Debarment may occur for any of the following reasons:

(A) Conviction of a bidding crime resulting from a bench or jury trial, any plea of guilty or nolo contendere, any public admission of a bidding crime by any contractor, or any presentation of an unindicted co-conspirator admitting guilt of a bidding crime; or

(B) Conviction of any offense indicating a lack of moral and ethical integrity which may reasonably be perceived as relating to or reflecting upon the business practices of the company, its officers, or directors; or

(C) Any other cause of a serious and compelling nature affecting the responsibility of the contractor; or

(D) Disqualification or debarment by another state or an agency of this State, or an agency of the Federal Government.

(E) Failure or refusal to comply with the terms of the contract or state law.

(F) Failure to fulfill obligations imposed by or as a result of the contract with the state or by state law.

(2) No conviction, whether from bench or jury trial, nor any plea of guilty or nolo contendere which is more than five (5) years old at the time of discovery by the Department shall be used as the sole basis for a debarment.

(3) Upon preliminary determination by the Department that a contractor is subject to debarment under this subchapter, the Director shall cause the contractor or other entity or individual to be notified by certified mail that its prequalification has been suspended or its opportunity to participate in Department contracts is suspended pending determination of whether a debarment should be imposed, and that the contractor has the right to request a hearing.

(4) If the contractor desires a hearing, a Petition for Administrative Appeal shall be filed by certified mail with the Hearing Liaison Officer postmarked within ten (10) days after receipt of the notice of suspension pending debarment (weekends and holidays excluded). Filing may also be made in person by the contractor.

(5) The hearing shall be held no more than ninety (90) calendar days from the date the request for hearing is received by the Hearing Liaison Officer unless the hearing date is continued by the Presiding Officer at the request of the contractor or by agreement of the parties.

(6) Debarment by the Department for the reasons stated in (a)(1)(A), (a)(1)(B), or (a)(1)(C) of this section shall be for a period of not less than three (3) months.

(7) Debarment for the reason stated in (a)(1)(D) of this section shall be for the period of time assessed by the originating agency.

(8) The Director may lift or suspend a debarment at any time if it is in the public interest. The following mitigating circumstances may influence this decision:

(A) Degree of culpability.

(B) Restitution of damages to the State.
(C) Cooperation in the investigation of other bidding crimes.
(D) Disassociation with those involved in bidding crimes or other improper action.
(E) Whether lengthy disqualification and debarment is required for protection of the State.

(9) Debarment shall prohibit the debarred entity, all directors, officers, agents, employees and affiliates from acting as a subcontractor, materials supplier, equipment supplier or lessor, labor or services contractor, fee appraiser, contract broker, inspector, real estate agent or broker, consultant, architect, engineer, or attorney on any Department project, as well as denying the privilege of bidding as a prime contractor.

(10) Illegal or improper conduct of any individual may be fully imputed to the business firm with which the individual is or was associated, or by whom the individual was employed, where that conduct was engaged in within the course of the individual's employment, or with knowledge or approval of the business firm, or thereafter ratified by it.

(11) Debarment in no way affects the obligations of a contractor to the Department to complete services already under contract, however the Commission reserves the right to terminate the contracts of a debarred entity if termination is in the best interest of the State.

(12) The Director may, in the public's best interest, suspend or otherwise delay inquiry, review, or any debarment in the event such action may impede, hinder or delay federal or state investigations.

(13) Any contractor qualified to bid upon contracts to be awarded by the Commission shall have a duty to notify the Department if it is convicted of any bidding crime within thirty (30) days of such conviction. Failure to furnish this notification is a serious and compelling offense sufficient to result in debarment in and of itself.

(b) **Performance suspension**. A contractor, any of its directors, officers, agents, or employees, any affiliate of a contractor, any subcontractor, or material supplier may be suspended from doing work for the Department or participation in a project funded by the Department.

(1) Performance suspension may occur for any of the following reasons:

(A) If the contractor, person, or entity, including subcontractors, proposed for suspension fails or refuses to prosecute all of the work or any separable part thereof, with such diligence as will insure its completion within the time specified in the contract, including any extension, or fails to complete the work under any one of the contractor's contracts within the time specified; or

(B) A completed investigation or civil judgement evidences a serious lack of business integrity; the contractor exhibits willful disregard for lawful requirements; there is repeated noncompliance with rules, regulations, contract specifications or the terms of other agreements including failure to honor valid debts incurred in the performance of the project; or

(C) An indictment for crimes or a civil judgement which indicates a reckless disregard for safety of the traveling public or structural integrity of a highway, bridge or fixtures, so that continued involvement of the suspected offender creates a risk to public safety or a potential for structural failures; or

(D) A demonstrated lack of proficiency in performing work on Department projects evidenced by performance evaluations of "unsatisfactory" on two (2) ratings in one (1) year.; or

(E) Three (3) reports of safety violations in which there were significant risk to the health or life of a person or significant damage to property or one (1) report of a safety violation in which gross neglect or reckless disregard for the health or life of a person occurred.

(2) The Director or his designee may impose performance suspension upon a contractor for a period of not less than twelve (12) months or more than sixty (60) months as may be specified in the final agency order upon:

(A) Failure by the contractor to timely file a Petition for Administrative Appeal after proper notification of proposed performance suspension by the Hearing Liaison Officer.

(B) Conclusion of an administrative review hearing in accordance with 730:25-3-6(e)(3).

(3) Upon preliminary determination by the Department that a contractor is subject to performance suspension under this subchapter, the Hearing Liaison Officer shall notify the contractor by certified mail that his prequalification has been temporarily suspended pending determination of whether a performance suspension should be imposed, and that the contractor has the right to request a hearing as set forth in this section.

(4) If the contractor desires a hearing, a Petition for Administrative Appeal shall be filed by certified mail with the Hearing Liaison Officer postmarked within ten (10) days after receipt of notice of temporary suspension (weekends and holidays excluded). Filing may also be made in person by the contractor.

(5) The hearing shall be held no more than ninety (90) calendar days from the date the request for hearing is received by the Hearing Liaison Officer unless continued by the Presiding Officer at the request of the contractor or by mutual agreement of the parties. Except as otherwise ordered by the Presiding Officer or the Director, the proposed suspension shall be held in abeyance during the time the hearing is pending.

(6) Performance suspension shall prohibit the contractor, all directors, officers, employees of the contractor and affiliates from acting as a subcontractor, materials supplier, equipment supplier or lessor, labor or services contractor, fee appraiser, contract broker, inspector, real estate agent or broker, consultant, architect, engineer, or attorney of any Department project as well as denying the privilege of bidding as a prime contractor.

(7) Illegal or improper conduct of any individual may be fully imputed to the business firm with which the individual is or was associated, or by whom the individual was employed, where that conduct was engaged in within the course of the individual's employment, or with knowledge or approval of the business firm, or was thereafter ratified by it.

(8) Performance suspension in no way affects the obligations of a contractor to the Department to complete services already under contract, however the Commission reserves the right to terminate the contracts of a suspended entity if termination is in the best interests of the State.

(c) **Burden of proof.** A proper filing of a Petition for Administrative Appeal by a contractor who has been notified of debarment or performance suspension shall give effect to the notice of hearing and appeals procedures contained in 730:25-3-6. At such hearing on the merits it shall be the burden of the Department to establish by clear and convincing evidence that the contractor did or failed to

do those acts or omissions which resulted in the notification of the contractor of debarment or performance suspension.

[Source: Amended at 12 Ok Reg 1269, eff 5-11-95; Amended at 18 Ok Reg 1357, eff 5-11-2001**]**

OKLAHOMA DEPARTMENT OF TRANSPORTATION

DATE: April 20, 1990

TO: Division Engineers, Construction Engineers, Engineering/Branch Managers

FROM: Byron Poynter Construction Engineer

SUBJECT: CONSTRUCTION CONTROL DIRECTIVE NO. 900420

PROGRESSIVE ESTIMATE SYSTEM

The system for processing Progressive Estimates electronically is ready for implementation. Referring to the enclosed flow-chart and the Progressive Estimate User's Reference Manual, the system functions as follows:

1. The Residency updates the file and prints a "check copy".

2. If there are errors, return to step one. If there are no errors, go to step three.

3. Reprint Estimate, print a hard copy for the Residency file and the contractor. Send electronically to the Construction Division in Oklahoma City and to the Field Division Engineer.

4. The Construction Engineer will verify that the contractor has complied with the requirements of his office and forward the estimate electronically to the comptroller for payment.

   It is the intention that if an estimate arrives in the Construction Office containing a minor error, a correction will be noted and corrected on the next estimate. However, if the error is significant, the Resident Engineer will be asked to make an immediate correction by returning to step one.

CONSTRUCTION CONTROL DIRECTIVE NO. 900420 CONTINUED

At this time it is the plan to begin the new process May 15 1990.

Shortly after May 1 each Residency will be contacted and asked to execute a "dry-run" to prove out the system.

Byron Poynter
Construction Engineer

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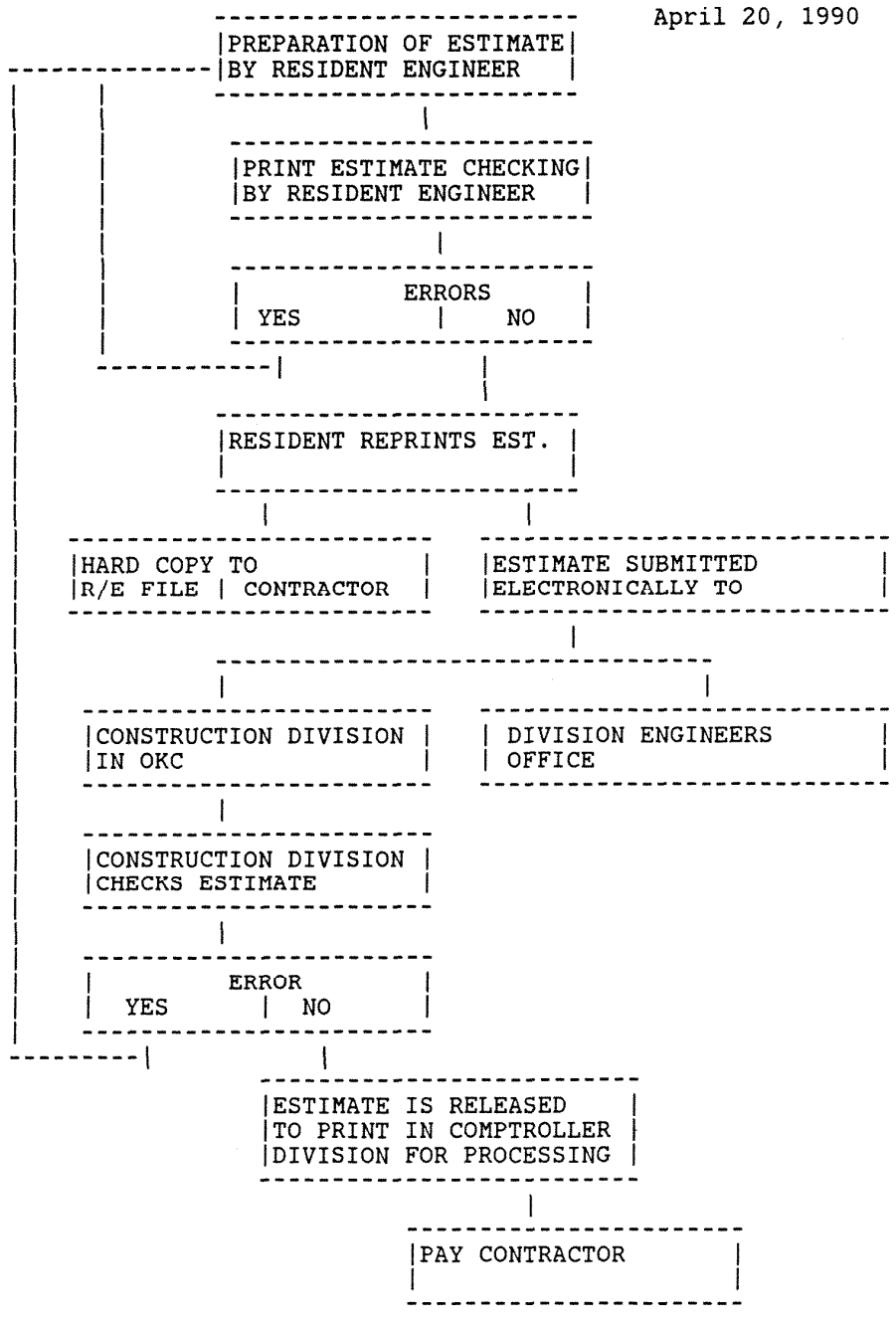
April 20, 1990



Oklahoma Department of Transportation

Clarification of Asphalt Compaction Procedures
Construction Control Directive No. **19900219**

February 15, 2002

Scope: To clarify Section 411.04 of the Standard Specifications concerning asphalt compaction temperatures and equipment.

Asphalt Compaction Temperature

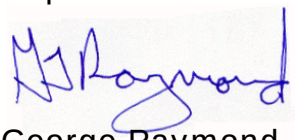
Section 411.04 of the 1988, 1996, and 1999 Standard Specifications identifies the minimum temperature of the asphalt mat that must be maintained behind the lay-down machine to achieve adequate compaction. IT IS NOT THE INTENTION of this specification that the contractor be ordered off the asphalt mat if the temperature arrives at this minimum temperature and density is still not obtained. Rolling should continue until density IS obtained. However, this condition is an indicator that the compaction effort is in need of an adjustment such as increasing mix temperature, adding more rollers, moving the rollers nearer the lay-down machine, slowing the plant production rate or other correction which will allow compaction to keep up with placement.

When the correction required CANNOT be accomplished immediately, such as adding more rollers, the operation is to be suspended as soon as possible and not resumed until the proper adjustments have been made.

Pneumatic Rollers

Referring to Section 411.04 of the 1988 Standard Specifications, a pneumatic roller is required to be used on all asphalt concrete lifts regardless of whether the lift is a base course or a surface course.

This clarification is necessary to remain consistent with the compaction requirements stated in the 1996 and 1999 Standard Specifications.



George Raymond, P.E.
Construction Engineer

OKLAHOMA DEPARTMENT OF TRANSPORTATION

DATE: February 19, 1990

TO: Division Engineers, Construction Engineers, Engineering/Branch Managers

FROM: Byron Poynter, Construction Engineer.

SUBJECT: CONSTRUCTION CONTROL DIRECTIVE NO. 900219

CLARIFICATION OF SECTION 411.04 (i) COMPACTION

This is to clarify Section 411.04 (i) of the Standard Specifications which deals with Compaction of Asphalt.

The last sentence of the first paragraph reads:

> The specified density of the asphalt mixture shall be obtained before the surface temperature drops below 180 Deg.F.

IT IS NOT THE INTENTION of this specification that the contractor be ordered off the asphalt mat if the temperature arrives at 180 Degrees and density is still not obtained. Rolling should continue until density IS obtained. However, this condition is an indicator that the compaction effort is in need of an adjustment such as increasing mix temperature, adding more rollers, moving the rollers nearer the laydown machine, slowing the plant production rate or other correction which will allow compaction to keep up with placement.

When the correction required CANNOT be accomplished immediately, such as adding more rollers, the operation is to be suspended as soon as possible and not resumed until the proper adjusments have been made

The temperature should be measured with a surface thermometer. The thermometer should be protected from the wind with a tube-type device open on both ends to allow the most representative reading.

Byron Poynter P.E.
Construction Engineer

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