OKLAHOMA DEPARTMENT OF TRANSPORTATION

200 NE 21ST STREET
OKLAHOMA CITY, OK 73105

* * * * * PROPOSAL * * * * *
CONTRACT ID: 180336

STAPLE BID BOND TO BACK OF PROPOSAL

BIDS RECEIVED UNTIL 10:30 A.M. ON
October 18, 2018 AT ODOT, OKLAHOMA CITY

JOB PIECE NO. STATE AID PROJECT NO.
3125204 { EW-165/OLD FITTSTOWN HIGHWAY } CIRB-262C(048)RB PONTOTOC

DESCRIPTION: GRADE, DRAIN, AND SURFACE

JUNCTION, EXTEND WEST NEAR FITTSTOWN.

LENGTH: 5.979 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.

_________________________________________________________  __________________________

_________________________________________________________

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., October 18, 2018, 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 with X-Sec if applicable) $70.61 + 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: Job Piece No.


STATE OF OKLAHOMA, DEPARTMENT OF TRANSPORTATION - By: Mike Patterson, Director.
CONTRACT REQUIREMENTS
August 17, 2018
CONTRACT ID: 180336

CA000001

11/25/2014

CONTRACT TIME ALLOTTED FOR THIS PROJECT IS 220 CALENDAR DAYS.

DISADVANTAGE BUSINESS ENTERPRISES: REQUIRED PARTICIPATION IS 0.00 %.

******************************************************************************
* 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. *
******************************************************************************
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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
DATE: August 17, 2018
SCHEDULE OF PRICES

CONTRACT ID: 180336
J.P. NUMBER: 3125204
PROJECT(S): 3125204
REVISED:

J.P. NUMBER 3125204
EW-165/OLD FITTSTOWN HIGHWAY

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

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OKLAHOMA DEPARTMENT OF TRANSPORTATION

DATE: August 17, 2018

SCHEDULE OF PRICES

CONTRACT ID: 180336
J.P. NUMBER 3125204
PROJECT(S): 3125204
EW-165/OLD FITTSTOWN HIGHWAY

REVISED:

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

DATE: August 24, 2018

SPECIAL PROVISIONS FOR J.P. : 3125204

OKLAHOMA PROJECT NUMBER : CIRB-262C(048)RB

101-1(a)09 MAINTENANCE BONDS
106-5(a-f)09 BUY AMERICA
108-2(a-b)09 ADMINISTRATION AND EXTENSION OF CONTRACT TIME (WINTER TIME SUSPENSION)
108-182(a)09 70% SUBLETTING OF CONTRACT
109-3(a-c)09 PRICE ADJUSTMENT FOR FUEL
109-7(a-c)09 PRICE ADJUSTMENT FOR ASPHALT BINDER
109-8(a-b)09 PAYMENTS TO SUBCONTRACTORS
109-11(a)09 PAYMENT FOR MATERIAL ON HAND
201-1(a)09 EASTERN RED CEDAR ERADICATION
303-1(a-d)09 AGGREGATE BASE
411-12(a)09 LONGITUDINAL JOINT DENSITY ON ASPHALT CONCRETE PAVEMENT
411-13(a)09 WARM MIX ASPHALT
411-14(a-b)09 ASPHALT SAFETY EDGE
411-17(a)09 COMPACTION OF HOT MIX ASPHALT
613-1(a-b)09 POLYPROPYLENE PIPE DRAINAGE CONDUIT
656-4(a)09 AMERICAN BURYING BEETLE (ABB)
708-22(a)09 WARM MIX ASPHALT MATERIAL REQUIREMENTS
708-23(a)09 HAMBURG RUT TESTING OF HOT MIX ASPHALT
708-26(a-f)09 PLANT MIX BITUMINOUS BASES AND SURFACES (SUPERPAVE)
708-28(a)09 MULTIPLE STRESS CREEP RECOVERY (MSCR) TESTING
726-1(a)09 STRUCTURAL STEEL PLATE PIPE, PIPE ARCHES, AND ARCHES
726-2(a)09 POLYPROPYLENE PIPE DRAINAGE CONDUIT
855-7(a-f)09 TRAFFIC STRIPE (PLASTIC)

CS000300 REQUIRED LABOR PROVISIONS SAP PROJECTS
CS000350 SPECIAL LABOR PROVISIONS FOR PROJECTS FINANCED W/STATE FUNDS
CS001600 SAMPLE MAINTENANCE BOND
C2002300 CONTRACT DISPUTE RESOLUTION PROCEDURE
C2002850 NO.2 PROPOSAL SHEET
C2002975 * BIDDER’S AFFIDAVIT - STATEMENT UNDER PENALTY
These Special Provisions revise, amend, and where in conflict, supersede applicable sections of the 2009 Standard Specifications for Highway Construction, English and Metric.

**101.05 DEFINITIONS**

P. Bond

2. **Maintenance Bond** *(Replace definition with the following:)*

A bond of at least the total Contract Price to protect the Department from defective Work and Materials for one year after Project Completion.
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 1/2" 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
70% SUBLETTING OF CONTRACT

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

108.01 SUBLETTING OF CONTRACT (Replace paragraph one with the following:)

The Department will not allow the Contractor to sublet, sell, assign, or otherwise dispose of the Contract, or any portion thereof, or any of the Contractor's rights, title, or interest therein without the written or electronic consent of the State Construction Engineer or an authorized representative. The Contractor shall perform at least 30 percent of the Contract amount, based on the contract unit prices, using its own organization, unless the Contract allows a greater percentage.
OKLAHOMA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS
FOR
PRICE ADJUSTMENT FOR FUEL

These special provisions revise, amend and where in conflict, supersede applicable sections of the 2009

(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

- \( FPA \) = Fuel 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.
- \( F \) = The Fuel 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
Fuel Use Factors

<table>
<thead>
<tr>
<th>ITEM OF WORK</th>
<th>SPECIFICATION NUMBER</th>
<th>FUEL USE FACTOR PER UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>(English and Metric units)</td>
</tr>
<tr>
<td>Unclassified</td>
<td>202(A)</td>
<td>0.30 gal. per cubic yard</td>
</tr>
<tr>
<td>Excavation</td>
<td></td>
<td>0.39 gal. per cubic meter</td>
</tr>
<tr>
<td>Unclassified</td>
<td>202(D)</td>
<td></td>
</tr>
<tr>
<td>Borrow</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Embankments</td>
<td>202(F)</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, \( P(b) \), for any newly added eligible items will be the same \( P(b) \) as the eligible items in the contract and the new unit price established by supplemental agreement will be determined accordingly.
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</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>(English and Metric units)</td>
</tr>
<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:

When the current price, \( P \), is greater than the base price, \( P(b) \):
\[
D = P - \left[ 1.03 \times P(b) \right], \text{ but not less than zero.}
\]

When the current price, \( P \), is less than the base price, \( P(b) \):
\[
D = P - \left[ 0.97 \times P(b) \right], \text{ but not greater than zero.}
\]

\( P \), the asphalt binder current price in dollars per ton (\( \text{mton} \)), 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 (\( \text{mton} \)), 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, \( P_{(b)} \), for any newly added eligible items will be the same \( P_{(b)} \) as the eligible items in the Contract and the new unit price established by supplemental agreement will be determined accordingly.
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

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

109.7 PAYMENT FOR MATERIAL ON HAND

A. Payment Before Incorporation (Replace with the following:)

The Department may pay for material purchased by the Contractor before the material is actually incorporated into the project under the following conditions:

- The Contractor specifically purchased the material for incorporation into the work;
- The material meets the Contract requirements;
- The Contractor delivered the material to the project, other approved locations, or an approved fabricator's yard;
- The Contractor will store the material longer than 60 calendar days;
- The material is not living, perishable, or susceptible to degradation through weather or other natural phenomenon through the anticipated period of storage; and
- The Contractor can verify the purchase of the material with paid invoices.
OKLAHOMA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS
FOR
EASTERN RED CEDAR ERADICATION

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

201.01 DESCRIPTION (Add the following:)

The Eastern Red Cedar is an invasive native species of evergreen tree that can tolerate a wide variety of soils, and habitats. It grows ordinarily from 16 to 66 ft [5 to 20 m] tall, with a short trunk 12 to 39 in [30 to100 cm] in diameter. The bark is reddish-brown, fibrous, and peels off in narrow strips. The leaves are of two types; sharp, spreading needle-like juvenile leaves 2.0 to 3.9 in [5 to 10 cm] long, and tightly adpressed scale-like adult leaves 0.079 to 0.16 in [2 to 4 mm] long; they are arranged in opposite crossing pairs or occasionally spirals of three. The seed cones are 0.12 to 0.28 in [3 to 7 mm] long, berry-like, dark purple-blue with a white wax cover giving an overall sky-blue color. For more information on Eastern Red Cedars visit: http://oklahomainvasivespecies.okstate.edu/eastern_redcedar.html

Eastern Red Cedars spread quickly and present a fire hazard. For these reasons the cedars are being eliminated from the highway right-of-way.

201.04 CONSTRUCTION METHODS (Add the following:)

E. Eastern Red Cedar Eradication

Remove all Eastern Red Cedars within the project right-of-way up to, and including the right-of-way line for the project site. For cedars within the project right-of-way, remove the tree so that the stump is flush with the finished slope elevation. For cedars growing on the right-of-way fence line, do not remove the trees without the approval of the Engineer, and unless the removal can be performed without damaging the right-of-way fence. Repair fence damaged by the removal of the cedars at no additional cost to the Department.

Dispose of the cedars in accordance with Subsection 201.04.A, "Clearing," and in a manner approved by the Engineer.

201.06 BASIS OF PAYMENT (Add the following:)

Cost of Eastern Red Cedar eradication to be included in the cost bid for Clearing and Grubbing. If no pay item exist within the contract for clearing and grubbing, include the cost of eradication in other items of work.
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) AGRGEBATE BASE TYPE A</td>
<td>Cubic Yard [Cubic Meter]</td>
</tr>
<tr>
<td>(B) AGRGEBATE BASE TYPE B</td>
<td>Cubic Yard [Cubic Meter]</td>
</tr>
<tr>
<td>(C) AGRGEBATE BASE TYPE C</td>
<td>Cubic Yard [Cubic Meter]</td>
</tr>
</tbody>
</table>
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 ± 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) (%) of Maximum Theoretical Density</th>
<th>Average Lot Density (ALD)</th>
</tr>
</thead>
<tbody>
<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.
OKLAHOMA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS
FOR
POLYPROPYLENE PIPE DRAINAGE CONDUIT

These Special Provisions revise, amend, and where in conflict, supersede applicable sections of the 2009

613.02 MATERIALS

(Add the following:)

Provide polypropylene pipe conduit (PP) meeting the requirements of Special Provision 726-2. Pipes
with diameters greater than 60 inches will not be allowed.

613.04 CONSTRUCTION METHODS

G. Laying Pipe

(Add the following:)

Provide one (1) foot of non-flammable end section (metal or RCP) for every six (6) inches of PP pipe
diameter, not including any tapered section of the PP pipe.

H. Joining Pipe Conduit

(Add the following:)

When connecting PP pipe to non-flammable end sections (metal or RCP), install the joint so that the
connection forms a continuous line free from irregularities in the flow line. Ensure the resulting
connection is both soil and water tight.

I. Backfilling

(Add the following:)

Backfill PP with a minimum of two (2) feet of approved backfill material in accordance with the
latest Roadway Design Standards for Standard Pipe Bedding (SPB-1) and Fill Height Tables for Metal
and Polypropylene Pipes (FHTMPP-1).

613.05 METHOD OF MEASUREMENT

(Add the following:)

The Engineer will measure the length of PP along the conduit center and grade lines while the conduit
is stress-free and at rest on a flat surface.

613.06 BASIS OF PAYMENT

(Add the following:)

The Department will pay for polypropylene pipe conduit at the contract unit price per the specified pay
unit as follows:
Pay Item:
(EE) CORRUGATED POLYPROPYLENE PIPE

Pay Unit:
Feet [Meter]

Payment is considered full compensation for furnishing all materials, equipment, labor, and incidentals to complete the work as specified in the Plans.
OKLAHOMA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS
FOR
AMERICAN BURYING BEETLE (ABB)

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:)

SECTION 656
AMERICAN BURYING BEETLE (ABB)

656.01 DESCRIPTION

The Contractor shall be familiar with the ABB to insure compliance with the Endangered Species Act. If any dead or injured ABB is found on site, immediately contact the Department Biologist in Environmental Programs Division at (405) 521-2515. Care must be taken in handling dead or injured beetles in order to preserve biological material for later analysis. The finder must insure that evidence intrinsic to the specimen is not unnecessarily disturbed. Information regarding the ABB, including photographic images and life history characteristics, is available at the USFWS website at URL http://www.fws.gov/southwest/es/oklahoma/OKESFO%20Permit%20Home.htm

If the positive presence of ABB is confirmed by ODOT Biologist, the Contractor will be required to cease earthwork operations until the end of the ABB season which runs from May 20th, to September 20th. With the exception of the extension of contract time, no compensation will be considered for delays caused by the positive presence of ABB. Extensions of contract time will be administered in accordance with Subsection 108.07.B.(2) for calendar day contracts, and Subsection 108.07.C for complete by date projects.
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 where noted. When using the technology during a mix design, increase the oven aging period to four hours before preparing samples for moisture susceptibility and rut testing. Report the supplier’s recommended temperatures for plant mixing and roadway compaction on the mix design. Report the supplier’s recommended temperatures for laboratory mixing and compaction on the mix design.

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

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

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.
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>Binder Grade</th>
<th>Minimum Number of Passes to 12.50 mm Rut Depth, Tested at 122 °F</th>
</tr>
</thead>
<tbody>
<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.

* Rut test requirements apply to Superpave, SMA, and RIL mixes only.

b 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>Bituminous Mixtures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Testing Method</td>
</tr>
<tr>
<td>OHD L-55</td>
</tr>
</tbody>
</table>
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>Aggregate to be used in:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Superpave</td>
</tr>
<tr>
<td></td>
<td>PG64</td>
</tr>
<tr>
<td>L.A. Abrasion *  , % wear</td>
<td>≤ 40</td>
</tr>
<tr>
<td>Micro-Deval *  , % wear</td>
<td>—</td>
</tr>
<tr>
<td>Sand equivalent b</td>
<td>≥ 40</td>
</tr>
<tr>
<td>Mechanically Fractured Faces b,c,d,e,’ %</td>
<td>≥ 85/80</td>
</tr>
<tr>
<td>Aggregate Durability Index *</td>
<td>≥ 40</td>
</tr>
<tr>
<td>Insoluble Residue d,e,’ %</td>
<td>≥ 30</td>
</tr>
<tr>
<td>Flat and Elongated b,c,d,e,’ %</td>
<td>≤ 10</td>
</tr>
<tr>
<td>Natural Sand and Gravel b,c,d,e,’ %</td>
<td>≤ 15</td>
</tr>
<tr>
<td>Clay Balls and Friable Particles d,e,’ %</td>
<td>≤ 1.0</td>
</tr>
<tr>
<td>Soft Particles d,e,’ %</td>
<td>≤ 5</td>
</tr>
<tr>
<td>Sticks or Roots d,e,’ %</td>
<td>≤ 0.5</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.

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>• 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 “xx/yy,” “xx” is the minimum percentage of coarse aggregate requiring one fractured face, and “yy” is the percentage requiring two fractured faces.</td>
</tr>
</tbody>
</table>
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 a</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 [25.0 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

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

a 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 The Department’s Materials Engineer may adjust the lower limit if the effective specific gravity of the combined aggregates is greater than 2.05. 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.

d The Contractor may substitute a higher grade of asphalt than that shown on the Plans at no additional cost to the Department.

e The Contractor may substitute a higher grade of asphalt than that shown on the Plans at no additional cost to the Department.
### Table 708:8
Mix Design 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></td>
<td>PG64</td>
<td>PG70</td>
<td>PG76</td>
<td>PG76</td>
</tr>
<tr>
<td>Number of SGC Gyrations</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>—</td>
</tr>
<tr>
<td>Required Density, % of $G_{mm}$</td>
<td>90.5</td>
<td>90.5</td>
<td>89.0</td>
<td>—</td>
</tr>
<tr>
<td>VMA, %</td>
<td>See Table 708:9</td>
<td>96.0</td>
<td>96.0</td>
<td>96.0</td>
</tr>
<tr>
<td>VFA, %</td>
<td>See Table 708:9</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lab Permeability, $\text{cm/s} \times 10^{-5}$</td>
<td>≤ 12.5</td>
<td>≤ 12.5</td>
<td>≤ 12.5</td>
<td>≤ 12.5</td>
</tr>
<tr>
<td>TSR, Min. psi</td>
<td>0.80</td>
<td>0.80</td>
<td>0.80</td>
<td>0.80</td>
</tr>
<tr>
<td>Hamburg Rut Test, Min. No.</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>of Cycles to 12.50 mm, 122 °F</td>
<td>10,000</td>
<td>15,000</td>
<td>20,000</td>
<td>20,000</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 708:9
Mix Design Properties of Laboratory Molded Specimens

<table>
<thead>
<tr>
<th>Property</th>
<th>S2</th>
<th>S3</th>
<th>S4</th>
<th>S5</th>
<th>S6</th>
<th>SMA</th>
<th>PFC</th>
<th>RBL</th>
</tr>
</thead>
<tbody>
<tr>
<td>VMA, %</td>
<td>≥ 12.5</td>
<td>≥ 13.5</td>
<td>≥ 14.5</td>
<td>≥ 15.5</td>
<td>≥ 16.5</td>
<td>≥ 17.0</td>
<td>—</td>
<td>≥ 14.0</td>
</tr>
<tr>
<td>VFA, %</td>
<td>67 - 73</td>
<td>70 - 75</td>
<td>72 - 77</td>
<td>73 - 78</td>
<td>75 - 79</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
</tbody>
</table>

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

*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</th>
<th>SMA</th>
<th>PFC</th>
<th>RBL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PG64</td>
<td>PG70</td>
<td>PG76</td>
<td>PG76</td>
</tr>
<tr>
<td>Number of SGC Gyrations</td>
<td>Nini</td>
<td>6</td>
<td>7</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>Nc1P,.</td>
<td>50</td>
<td>65</td>
<td>80</td>
</tr>
<tr>
<td>Required Density, % of G</td>
<td>Nini</td>
<td>85.5 - 91.5</td>
<td>85.5 - 90.5</td>
<td>85.5 - 89.0</td>
</tr>
<tr>
<td></td>
<td>Nc1P,.</td>
<td>94.5 - 97.4</td>
<td>94.5 - 97.4</td>
<td>94.5 - 97.4</td>
</tr>
<tr>
<td>VMA, %</td>
<td>See Table 708:11</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VFA, %</td>
<td>See Table 708:11</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lab Permeability, cm/s x 10^-5</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>
</tr>
<tr>
<td>ITS a, psi</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Draindown, %</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Hamburg Rut Test, Min. No. 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.

*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></td>
<td>S2</td>
<td>S3</td>
<td>S4</td>
<td>S5</td>
</tr>
<tr>
<td>VMA *, %</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 (G_{se}) calculated from the latest AASHTO T 209 test by the aggregate Bulk Specific Gravity (G_{sb}) from the design. Afterwards, divide the product by the aggregate G_{se} 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 (Replace Table 708:2 with the following:)

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>≤10</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, R 3.2.
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

(Revise Table 708:13 to add the following row to the Asphalt Materials section:)

Table 708:13

<table>
<thead>
<tr>
<th>Materials</th>
<th>Testing Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multiple Stress Creep Recovery (MSCR) Test of Asphalt Binder Using a Dynamic Shear Rheometer (DSR)</td>
<td>AASHTO TP 70</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 |
These Special Provisions amend and where in conflict, supersede applicable sections of the 2009 Standard Specifications for Highway Construction, English and Metric.

726.02 FLEXIBLE CONDUITS

Table 726:3, footnote d (Replace with the following:)

d Design in accordance with the applicable section of the AASHTO LRFD Bridge Design Specifications. Assemble and construct in accordance with the applicable section of the AASHTO LRFD Bridge Construction Specifications.
These Special Provisions revise, amend, and where in conflict, supersede applicable sections of the 2009 Standard Specifications for Highway Construction, English and Metric.

726.02 FLEXIBLE CONDUITS (Amend to include the following:)

This Subsection covers the following materials:

- Polypropylene Pipe

Provide the material required by the Contract in accordance with Table 726:3.

<table>
<thead>
<tr>
<th>Material</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Nonmetallic Conduits - Culverts</strong></td>
<td></td>
</tr>
<tr>
<td>Corrugated Polypropylene Pipe</td>
<td>AASHTO M330</td>
</tr>
<tr>
<td><strong>Nonmetallic Conduits - Underdrain</strong></td>
<td></td>
</tr>
<tr>
<td>Corrugated Polypropylene Pipe</td>
<td>AASHTO M330</td>
</tr>
</tbody>
</table>
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</td>
<td></td>
<td>30% max</td>
<td>37.5% max</td>
</tr>
</tbody>
</table>

(-200 mesh sieve)

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 855:0B Daytime CIE Chromaticity Coordinate Corner Points |
|-----------------|----------------|----------------|----------------|----------------|----------------|
|                  | 1     | 2     | 3     | 4     | Brightness (Y) |
| x    | y    | x    | y    | x    | y       | 30-60           |
| Yellow | .435  | .429  | .510  | .489  | .460    | .400            |
|       |       |       |       |       | .560    | .440            |
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 retroreflectometer 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>
<thead>
<tr>
<th>Table 855:0C</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Nighttime CIE Chromaticity Coordinate Corner Points</strong></td>
</tr>
<tr>
<td>1</td>
</tr>
<tr>
<td>x</td>
</tr>
<tr>
<td>Yellow</td>
</tr>
</tbody>
</table>

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>
<thead>
<tr>
<th>Table 855:0D</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Yellow</strong></td>
</tr>
<tr>
<td>Binder</td>
</tr>
<tr>
<td>C.I. Pigment Yellow 83</td>
</tr>
<tr>
<td>Calcium Carbonate</td>
</tr>
<tr>
<td>Glass Traffic Beads</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>
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>White</th>
<th>Yellow</th>
</tr>
</thead>
<tbody>
<tr>
<td>mcd/m²/lx</td>
<td>mcd/m²/lx</td>
</tr>
<tr>
<td>Contract unit price adjustment</td>
<td>Contract unit price adjustment</td>
</tr>
<tr>
<td>≥ 450</td>
<td>≥ 300</td>
</tr>
<tr>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>400 - 449</td>
<td>275 - 299</td>
</tr>
<tr>
<td>75%</td>
<td>75%</td>
</tr>
<tr>
<td>250 - 399</td>
<td>225 - 274</td>
</tr>
<tr>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>&lt; 250</td>
<td>&lt; 225</td>
</tr>
<tr>
<td>Remove and replace</td>
<td>Remove and replace</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.
State Aid Labor Provisions will govern on this project.

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

- Unskilled Labor: $7.25 Per Hour
- Intermediate Labor: $7.25 Per Hour
- Skilled Labor: $7.25 Per Hour
These contract provisions shall apply to all work performed on the contract by the contractor.

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

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

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

That ____________________________, as Principal, and ____________________________, a corporation organized under the laws of the state of ____________, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma, in the penal sum of ____________ Dollars ($___________) in lawful money of the United States of America, said sum being equal to the contract price, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assignees, jointly and severally, firmly by these presents.

DATED this ______ day of ________________, 19__. The condition of this obligation is such that:

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

SAMPLE

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

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

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

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said contract and no deviations from the plan or mode of procedure therein fixed shall have the effect of releasing the surety from the obligations of this Bond.
IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to the hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written. ATTEST: (Corporation)

PRINCIPAL (Surety Seal)

(SEAL) ____________________________ By ____________________
Secretary of the Corporation. Individual-A Member of the Firm
Vice President
(Acknowledgment for Contractor)
Subscribed and sworn to before me this ___day of ______, _____

Surety

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

My Commission Expires ____________________ By ____________________
Director-Oklahoma Dept. Transportation
OKLAHOMA DEPARTMENT OF TRANSPORTATION
BAMS/LAS - LETTING AND AWARD SYSTEM
SPECIAL PROVISIONS

CONTRACT DISPUTE RESOLUTION PROCEDURE

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.
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DATE: January 02, 2013  

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

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

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

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

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

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

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

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

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

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

1. I am the duly authorized agent of the above named firm, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the fact pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

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

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

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

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4. I certify, if awarded the contract, whether competitively bid or not, neither the Contractor nor anyone subject to the Contractor's direction or control has paid, given or donated, or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached. (74 O.S. Section 85.22)

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

1. Are presently excluded or disqualified;

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

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

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

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

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

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

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

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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STATUS VERIFICATION SYSTEM AFFIDAVIT

STATE OF ____________________________ )
SS:
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 __.

My Commission Expires: __________
My Commission Number: __________

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