

DIVISION I GENERAL & PROJECT PROVISIONS

**CROWDER PARKING LOT
PROJECT NO. G09907-2632 (1) S
SPECIFICATIONS**

DIVISION I – GENERAL & PROJECT PROVISIONS

PROJECT OVERVIEW:

The Crowder Community Center Parking Lot Project consists of new construction along and adjacent to an existing asphalt parking lot in Crowder, Oklahoma. The project includes approximately 360 feet of roadway improvement.

SPECIFICATIONS:

The Project generally incorporates by reference the Oklahoma Department of Transportation (ODOT) 2009 Standard Specifications for Highway Construction, as well as all subsequent supplemental specifications issued by ODOT. However, the following Sections (i.e., §§101 through 109 and §§151 through 155) supersede and/or control where conflicting provisions arise.

SPECIAL NOTICES:

All Work under Division I, Section 153 *Contractor Quality Control* shall be included in the unit price for items associated with quality control. No separate pay item will be allowed for Contractor's quality control responsibilities.

All Work under Division I, Section 154 *Contractor Sampling and Testing* shall be included in the unit price for items associated with sampling/testing. No separate pay item will be allowed for Contractor's sampling and testing responsibilities.

All Work under Division I, Section 155 *Schedules for Construction Contracts* shall be included in the unit price for items under Division II, Section 641 *Mobilization*. The method of measurement for Work under the Division II, Section 641 *Mobilization* item, including construction schedules, shall remain lump sum.

Section 101. - TERMS, FORMAT, AND DEFINITIONS

101.01 Meaning of Terms. These specifications are generally written in the imperative mood. In sentences using the imperative mood, the subject, "*the Contractor,*" is implied. Also implied in this language are "*shall,*" "*shall be,*" or similar words and phrases. In material specifications, the subject may also be the supplier, fabricator, or manufacturer supplying material, products, or equipment for use on the project.

Wherever "*directed,*" "*required,*" "*prescribed,*" or other similar words are used, the "*direction,*" "*requirement,*" or "*order*" of the Contracting Officer is intended. Similarly, wherever "*approved,*" "*acceptable,*" "*suitable,*" "*satisfactory,*" or similar words are used, the words mean "*approved by,*" "*acceptable to,*" or "*satisfactory to*" the Contracting Officer.

The word "*will*" generally pertains to decisions or actions of the Contracting Officer.

101.02 Specifications Format. These specifications are divided into 10 Divisions.

Division I, §§101 through 109 consist of general contract requirements for which no direct payment is made.

Division I, §§153 through 155 consist of project contract requirements. This Work is paid for directly or indirectly according to Subsection 109.05 and the Section ordering the work. When there is no pay item in the bid schedule, no direct payment is made.

Division II, §§200 through 800 consist of construction contract requirements for specific items of work. Work under these Sections are paid for directly or indirectly according to Subsection 109.05 and the Section ordering the work. When there is no pay item in the bid schedule, no direct payment is made.

Section 700 contains the Work material requirements. No direct payment is made in Division 700. Payment for material is included as part of the work required in the Section Ordering Work.

The first three digits of the pay item number in the Bid Schedule identify the Section under which the work is performed.

101.03 Abbreviations. Whenever these abbreviations are used in the specifications, they represent the following:

(a) Acronyms.

AA	—	Aluminum Association
AAN	—	American Association of Nurserymen
AAR	—	Association of American Railroads
AASHTO	—	American Association of State Highway and Transportation Officials
ACI	—	American Concrete Institute

ACPA	—	American Concrete Pavement Association
ADA	—	Americans with Disabilities Act
AGC	—	Associated General Contractors of America
AI	—	Asphalt Institute
AIA	—	American Institute of Architects
AISC	—	American Institute of Steel Construction
AISI	—	American Iron and Steel Institute
AITC	—	American Institute of Timber Construction
ANSI	—	American National Standards Institute
APWA	—	American Public Works Association
ARA	—	American Railway Association
AREA	—	American Railway Engineering Association
ARTBA	—	American Road and Transportation Builders Association
ASCE	—	American Society of Civil Engineers
ASA	—	American Standards Association
ASCII	—	American Standard Code for Information Interchange
ASLA	—	American Society of Landscape Architects
ASTM	—	American Society for Testing and Materials
ATSSA	—	American Traffic Safety Services Association
AWPA	—	American Wood Preservers Association
AWS	—	American Welding Society
AWWA	—	American Water Works Association
CFR	—	Code of Federal Regulations
CO	—	Contracting Officer, Pittsburg County
CRSI	—	Concrete Reinforcing Steel Institute
DEQ	—	Department of Environmental Quality
EPA	—	Environmental Protection Agency
FAR	—	Federal Acquisition Regulations (48 CFR Chapter 1)
FHWA	—	Federal Highway Administration
FICA	—	Federal Insurance Contributions Act
FLH	—	Federal Lands Highways
FSS	—	Federal Specifications and Standards

FTMS	—	Federal Test Method Standard
FUTA	—	Federal Unemployment Tax Act
GSA	—	General Services Administration
IEEE	—	Institute of Electrical and Electronic Engineers
ISO	—	International Organization for Standardization
ISSA	—	International Slurry Surfacing Association
ITE	—	Institute of Transportation Engineers
MIL	—	Military Specifications
MPI	—	Master Painters Institute
MUTCD	—	Manual on Uniform Traffic Control Devices (for Streets and Highways)
NCHRP	—	National Cooperative Highway Research Program
NEC	—	National Electrical Code
NEMA	—	National Electrical Manufacturer's Association
NFPA	—	National Forest Products Association
NIST	—	National Institute of Standards and Technology
OSHA	—	Occupational Safety and Health Administration
ODOT	—	Oklahoma Department of Transportation
PCA	—	Portland Cement Association
PCI	—	Prestressed Concrete Institute
PVC	—	Polyvinyl Chloride
PTI	—	Post-Tensioning Institute
SAE	—	Society of Automotive Engineers
SF	—	Standard Form
SI	—	International System of Units
SSPC	—	Steel Structures Painting Council
TAR	—	Transportation Acquisition Regulations (48 CFR Chapter 12)
UL	—	Underwriter's Laboratory
U.S.	—	United States of America
USC	—	United States Code
USCS	—	United States Geological Survey
USFWS	—	United States Fish and Wildlife Service

(b) SI Symbols.

A	—	ampere	electric current
cd	—	candela	luminous intensity
°C	—	degree Celsius	temperature
d	—	day	time
g	—	gram	mass
h	—	hour	time
H	—	Henry	inductance
ha	—	hectare	area
Hz	—	hertz (s^{-1})	frequency
J	—	joule ($N\cdot m$)	energy
K	—	kelvin	temperature
L	—	liter	volume
lx	—	lux	illuminance
m	—	meter	length
m²	—	square meter	area
m³	—	cubic meter	volume
min	—	minute	time
N	—	newton ($kg\cdot m/s^2$)	force
Pa	—	pascal (N/m^2)	pressure
s	—	second	time
t	—	metric ton	mass
V	—	volt (W/A)	electric potential
W	—	waft (J/s)	power
Ω	—	ohm V/A	electric resistance
°	—	degree	plane angle
‘	—	minute	plane angle
“	—	second	plane angle

(c) **SI Prefix Symbols.**

E	—	exa	10^{18}
P	—	peta	10^{15}
T	—	tera	10^{12}
G	—	giga	10^9
M	—	mega	10^6
k	—	kilo	10^3
c	—	centi	10^{-2}
m	—	milli	10^{-3}
μ	—	micro	10^{-6}
n	—	nano	10^{-9}
p	—	pico	10^{-12}
f	—	femto	10^{-15}
a	—	atto	10^{-18}

101.04 Definitions. The following definitions apply to this contract:

Award — The written acceptance of a bid by the CO.

Backfill — Material used to replace or the act of replacing material removed during construction. Material placed or the act of placing material adjacent to structures.

Base — The layer or layers of selected material of a designated thickness placed on a subbase or a subgrade to support a surface course.

Bid — A written offer by a bidder to perform work at a quoted price.

Bidder — Any individual or legal entity submitting a bid.

Bid Guarantee — A form of security assuring that the bidder will not withdraw a bid within the period specified for acceptance and will execute a written contract and furnish required bonds.

Bid Schedule — The prepared schedule included with the bid forms, containing the estimated quantities of pay items for which unit bid prices are invited.

Bridge — A structure, including supports, erected over a depression or obstruction, such as water, a highway, or a railway, and having a track or passageway for carrying traffic or other moving loads, and having an opening measured along the center of the roadway of more than 20 feet between undercopings of abutments or spring lines or arches or extreme ends of openings for multiple boxes; may include multiple pipes where the clear distance between openings is less than half of the smaller contiguous opening.

(a) Bridge Length. The length of a bridge structure is the over-all length measured along the line of survey stationing back to the back of backwalls of abutments, if present, otherwise end to end of the bridge floor, but in no case less than the total clear opening of the structure.

(b) Bridge Roadway Width. The clear width of the structure measured at right angles to the center of the roadway between the bottom of curbs or, if curbs are not used, between the inner faces of parapet or railing.

Calendar Day — Any day shown on the calendar, beginning and ending at midnight.

Change in Work, Significant — When the character of the work, as altered, (1) differs materially in kind or nature from that involved or included in the original proposed construction, or (2) when a major item of work as defined in FAR Clause 52.211-18 is increased in excess of 115-percent or decreased below 85-percent of the original Contract quantity.

Change Order — A written order to the Contractor for extra work, increases or decreases in Contract quantities, and additions or alterations to the plans or specifications, within the scope of the Contract.

Clear Zone — The portion of the roadside, including the shoulder, available for the safe use by an errant vehicle in which the driver may regain control of the vehicle. Recommended distances for the clear zone are in the AASHTO Roadside Design Guide.

Commercial Certification — See Subsection 106.03.

Construction Limits — The limits on each side of the project that establish the area disturbed by construction operations and beyond which no disturbance is permitted. Typically the construction limits are the same as the clearing limits, except when additional clearing is required.

Contract — A mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards, and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications.

Contract Modification — Any written change in the terms of the contract. Contract modifications are of the following forms:

(a) **Administrative Change.** A unilateral contract change, in writing, that does not affect the substantive rights of the parties (e.g., a change in the paying office or the appropriation data).

(b) **Change Order.** A written order, signed by the CO, directing the Contractor to make a change that FAR Clause 52.243-4 Changes authorizes the CO to order without the Contractor's consent.

(c) **Supplemental Agreement.** A contract modification that is accomplished by the mutual action of the parties.

Contract Pay Item — A specific item of work for which a unit and price is provided in the contract.

Contract Time — The numbers of work days or calendar days allowed for completion of the work required by the Contract, including authorized time extensions, or a date certain by which work must be completed.

(a) **Calendar Day.** Any day shown on the calendar beginning and ending at midnight.

(b) **Completion Day.** A date by which all work specified in the contract is to be completed.

(c) **Working Day.** Every day shown on the calendar, exclusive of Saturdays, Sundays, and holidays as set forth in 101.04, on which weather and other conditions not under the control of the Contractor will permit construction operations to proceed for a minimum of six hours with normal working forces engaged in performing the controlling item or items of work. Saturdays, Sundays, and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered as working days.

Contracting Officer (CO) — An official with the County with the authority to enter into, administer, and terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the CO acting within the limits of their authority as delegated by the CO.

Contracting Officer's Representative (COR) — The COR is the duly authorized representative of the Contracting Officer, and he may act for the Contracting Officer in administering the contract. The COR's duties and responsibilities are delineated by letter from the Contracting Officer to the COR with a copy to the Contractor.

Contractor — The individual or legal entity contracting with the County for performance of prescribed work.

County — Pittsburg County of Oklahoma.

Crashworthy — A highway feature is crashworthy if it was successfully crash tested under the NCHRP Report 350, *Recommended Procedures for the Safety Performance Evaluation of Highway Features* or earlier comparable criteria or if it was accepted through analysis by FHWA, based on similarity to other crashworthy features. A list of crashworthy highway features is available on the FHWA Safety website.

Critical Path — The logical progression of construction tasks necessary to complete construction of a project with each dependent element properly sequenced to follow the work on which it is dependent.

Cross-Section — A vertical section of the ground or structure at right angles to the centerline or baseline of the roadway or other work.

Culvert — Any structure, not classified as a bridge, that provides an opening under the roadway.

Day — Each and every day shown on the calendar, beginning and ending at midnight.

Density — Mass per unit volume of material. Specific gravity multiplied by the unit mass of water.

Detour — A temporary rerouting of public traffic onto alternate existing roadways in order to avoid the work or part of the work.

Differing Site Conditions — Subsurface or latent physical conditions at the site that, (1) differ materially from those indicated in the Contract, or (2) differ materially from conditions normally encountered or those conditions generally recognized as inherent in the nature of the work required in the Contract, or (3) are unknown physical conditions of an unusual nature.

Diversion — A temporary rerouting of public traffic onto a temporary alignment within the project limits in order to bypass the work or a portion of the work.

Drawings — Design sheets or fabrication, erection, or construction details submitted to the County by the Contractor according to FAR Clause 52.236-21 Specifications and Drawings for Construction. Also refers to submissions and submittals.

Government — Pittsburg County

Highway, Street, or Road — A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

Inspector — The Contracting Officer's authorized representative assigned to make detailed inspections of Contract performance.

Layer — See “lift.”

Lift — Defined as follows:

(a) When placing and compacting soils and aggregates, a lift is any single, continuous layer of material that receives the same compactive effort throughout during a single work operation.

(b) When installing culvert pipe less than or equal to 48 inches in diameter, the backfill material placed on both sides of the pipe is considered to be contained in the same lift when the material is placed to the same elevation on both sides of the culvert, the compactive effort applied to one side of the culvert is the same as that applied to the other, and the compactive effort is applied to both sides of the pipe in a continuous operation.

Material — Any substances specified or necessary to satisfactorily complete the contract work.

Maximum Particle Size — The smallest sieve opening through which all particles in the material will pass.

Measurement — The process of identifying the dimensions, quantity, or capacity of an item. See Section 109 for measurement methods, terms, and definitions.

Notice to Proceed — Written notice to the Contractor to begin the contract work.

Pavement Structure — The combination of subbase, base, paving geotextiles, and surface courses placed on a subgrade to support and distribute the traffic load to the roadbed.

Payment Bond — The security executed by the Contractor and surety or sureties and furnished to the County to ensure payments as required by law to all persons supplying labor or material according to the contract.

Performance Bond — A bond, issued by a Surety to the County in a sum not less than the total Contract price which shall ensure the proper and prompt completion of the work in accordance with the provisions of the Contract.

Plans — Approved Contract drawings showing the location, type, dimensions, and details of Contract work to be performed.

(a) **Standard Plans.** Detailed drawings approved for repetitive use.

(b) **Plan Notes.** Plan notes are insertions on standard plans primarily to facilitate design considerations. Whenever there appears to be conflict in plan notes, Contractor shall notify the Contracting Officer’s Representative prior to commencement of affected work. The Contracting Officer’s Representative will

determine the applicability of the note(s) in question to the specific project.

(c) Working Drawings. Supplemental design sheets or similar data that the Contractor is required to submit to the Contracting Officer's Representative such as shop drawings, erection plans, false work plans, framework plans, cofferdam plans, and bending diagrams for reinforcing steel.

(d) Work Plans. Supplemental procedures or data developed by the Contractor as his/her methodology to construct the work required by the Plans for the project, the Standard Specifications and any applicable Special Provisions.

Production Certification — See Subsection 106.03.

Professional Engineer — Engineers who hold valid State licenses permitting them to offer engineering services directly to the public, who are experienced in the work for which they are responsible, who take legal responsibility for their engineering designs, and who are bound by a code of ethics to protect the public health.

Profile Grade — The trace of a vertical plane intersecting a particular surface of the proposed road construction located as shown on the plans, usually along the longitudinal centerline of the roadbed. Profile grade means either elevation or gradient of the trace according to the context.

Project — The specific section of the highway or other property on which construction is to be performed under the contract.

Right-of-Way — Real property necessary for the project, including roadway, buffer areas, access, and drainage areas.

Roadbed — The graded portion of a highway prepared as a foundation for the pavement structure and shoulders.

Roadside — All area within the right-of-way excluding the traveled way and shoulders.

Roadway — In general, the portion of a highway, including shoulders, for vehicular use. A divided highway has two or more roadways. In construction specifications, the portion of a highway within the construction limits.

Roadway Prism — The volume defined by the area between the original terrain cross-section and the final design cross-section multiplied by the horizontal distance along the centerline of the roadway.

Roller Pass — One trip of a roller in one direction over any one spot.

Shoulder — The portion of the roadway contiguous to the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of the pavement structure.

Shut Down Order — A written order issued by the Contracting Officer's Representative to the Contractor directing the Contractor to cease all or any specific part of the contract work. No work prohibited by the Shut Down Order may be resumed until a written authorization rescinding the Shut Sown Order is issued by the Contracting Officer.

Sidewalk — That portion of the Right-of-Way constructed for the use of pedestrians.

Sieve — See AASHTO M 92.

Solicitation — The complete assembly of documents (whether attached or incorporated by reference) furnished to prospective bidders.

Special Contract Requirements — Additions and revisions to the standard specifications applicable to an individual project.

Special Provisions — Revisions to the Standard and Supplemental Specifications applicable to an individual project.

Specifications — The written requirements for performing work.

Stabilization — Modification of soils or aggregates by incorporating materials that will increase load-bearing capacity, firmness, and resistance to weathering or displacement.

Standard Forms — Numbered forms issued by the General Services Administration for use as contract documents.

Standard Drawings — Drawings approved for repetitive use, showing details to be used where appropriate.

Standard Specifications — The Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects approved for general application and repetitive use.

Station — (1) A measure of distance used for highways and railroads. A station is equal to 100 feet. (2) A precise location along a survey line.

Structure — Bridge, culvert, catch basin, drop inlet, retaining wall, cribbing, manhole, endwall, headwall, building, sewer, service pipe, underdrain, foundation drain, and other constructed features which may be encountered in the work and not otherwise classified.

Subbase — Layers of specified material thickness placed on a subgrade to support a base course.

Subcontract — The written agreement between the Contractor and an individual or legal entity prescribing the performance of a specific portion of the work.

Subcontractor — An individual or legal entity with which the Contractor sublets part of the work. This includes all subcontractors in any tier.

Subgrade — The top surface of a roadbed upon which the pavement structure, shoulders, and curbs are constructed.

Substantial Completion — The point at which the project is complete such that it can be safely and effectively used by the public without further delays, disruption, or other impediments. For conventional bridge and highway work, the point at which all bridge deck, parapet, pavement structure, shoulder, drainage, sidewalk, permanent signing and markings, traffic barrier, safety appurtenance, utility, and lighting work is complete.

Substructure — All of the bridge below the bearings of simple and continuous spans, skewbacks of arches, and tops of footings of rigid frames including backwalls, wingwalls, and wing protection railings.

Suitable Material — Rock or earth material that will provide stable foundations, embankments, or roadbeds, and is reasonably free of organic matter, roots, muck, sod, or other detrimental material. Suitable material may require drying or adding water, root picking, and other methods of manipulation before use. Suitable material includes the classifications of materials for which the project was designed.

Superintendent — The Contractor's authorized representative in responsible charge of the work.

Superstructure — The entire bridge except the substructure.

Supplemental Agreement — A written agreement signed by the Tribe and the Contractor for the performance of work beyond the scope of the original Contract that the County elects to perform in conjunction with the existing Contract.

Supplemental Specifications — The book of approved additions and revisions to the Standard Specifications.

Surety — An individual or corporation legally liable for the debt, default, or failure of a Contractor to satisfy a contract obligation.

Surface Course — The top layer or layers of a pavement structure designed to accommodate the traffic load and resist skidding, traffic abrasion, and weathering.

Target Value (TV) — A number established as a center for operating a given process. Once established, adjustments should be made in the process as necessary to maintain a central tendency about the target value. Test results obtained from a well-controlled process should cluster closely around the established target value and the mean of the test results should be equal to or nearly equal to the established target value.

Traveled Way — The portion of the roadway designated for the movement of vehicles, including curve widening, exclusive of shoulders.

Unbalanced Bid, Materially — A bid that generates a reasonable doubt that award to the bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the County.

Unbalanced Bid, Mathematically — A bid containing lump sum or unit bid items that do not reflect reasonable estimated costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs.

Unilateral Change Order — A change order issued by the Contracting Officer in accordance with his/her determination of an equitable price and time adjustment, but to which the Contractor does not agree and does not sign.

Unsuitable Material — Material not capable of creating stable foundations, embankments, or roadbeds. Unsuitable material includes muck, sod, or soils with high organic contents.

Work — The furnishing of all labor, materials, equipment, and other incidentals necessary to successfully complete the project according to the contract.

Section 102. — BID, AWARD, AND EXECUTION OF CONTRACT

102.01 Acquisition Regulations. Bid, award, and execution of the contract are governed by the FAR and TAR.

102.02 Examination of Plans, Specifications, Special Provisions and Site of Work. The County will prepare plans and specifications giving directions to be carried out by the Contractor. This information may include geophysical data and interpretations (seismic or resistivity). Bidders are cautioned that interpretations of geophysical data are based on opinion and judgment. Bidders are advised to have these data and interpretations independently evaluated by someone qualified in this technical field before using them for bidding purposes. When subsurface boring or test hole data is shown on the plans or included in the specifications it is for bidders information only. While subsurface investigations will have been performed with reasonable care, there is no warranty or guaranty, either expressed or implied, that they will disclose the actual conditions which will be encountered during subsurface investigation record, the data shown in the individual log of each test boring apply only to that particular boring and are not intended to be conclusive as to the character of any material between or around test borings. Any interpretation of the County's subsurface investigation record made by the bidder as to the types, characteristics, quantity and quality of any subsurface material or condition shall be at the sole risk of the bidder.

102.03 Preparation of Bids. Follow the requirements of FAR Clause 52.214-18 Preparation of Bids — Construction.

Execute and submit all required standard forms, bid schedules, and solicitation provisions contained in the solicitation as part of the bid.

Complete SF 1442, *Solicitation, Offer, and Award*, and sign as follows:

- (a) **Individuals.** Sign your individual signature. For individuals doing business as a firm, follow the individual signature with the individual's typed, stamped, or printed name and the words, "*an individual doing business as* _____ *(name of firm)* ."
- (b) **Partnerships.** Submit a list of all partners having authority to bind the partnership. One of the listed partners must sign on behalf of the partnership.
- (c) **Corporations.** Sign in the corporate name, followed by the word "by" and the signature and title of the person authorized to sign. Submit evidence from the corporation that the person signing has authority to bind the corporation.
- (d) **Joint Ventures.** Submit a copy of the Joint Venture agreement. Sign the SF 1442 according to the Joint Venture agreement.

(e) **Limited Liability Company.** Sign in the company name, followed by the word “by” and the signature of the person authorized to sign. Submit evidence that the individual executing the document has authority to bind the company.

(f) **Agents.** When an agent signs, other than as stated in (a) through (e) above, furnish satisfactory evidence that the agent has authority to bind the bidder.

Insert a unit bid price, in figures, for each pay item for which a quantity appears in the bid schedule. Multiply the unit bid price by the quantity for each pay item and show the amount bid. Should any mathematical check made by the County show a mistake in the amount bid, the corrected unit price extension shall govern.

When the words “*lump sum*” appear as a unit bid price, insert an amount bid for each lump sum pay item.

When the words “*contingent sum*” or a fixed rate appears as a unit bid price, include the County’s inserted amount bid for the item in the total bid amount.

Total all of the amounts bid for each pay item and show the total bid amount.

The quantities shown in the bid schedule are approximate, unless designated as a contract quantity, and are used for the comparison of bids. Payment will be made for the actual quantities of work performed and accepted or material furnished according to the contract. The scheduled quantities may be increased, decreased, or deleted. Bid schedule quantities are considered the original contract quantities.

102.04 Bid Guarantee. Follow the requirements of FAR Clause 52.228-1 Bid Guarantee.

(a) **General.** Submit a bid guarantee of 20 percent of the amount of the bid or \$3 million, whichever is less. Submit the bid guarantee on SF 24, *Bid Bond*. If the bid guarantee is other than a corporate or individual surety, sign the SF 24 as the principal and make a statement on the form pledging the security. Make checks or money orders payable to the agency issuing the solicitation.

(b) **Power of Attorney.** A corporate surety shall submit a current power of attorney for the signing agent or attorney-in-fact with each SF 24.

(c) **Evidence of Guarantee Assistance.** A surety that has a guarantee of assistance from the Small Business Administration shall submit a copy of its “*Surety Bond Guarantee Agreement*” with each SF 24. In addition, submit a power of attorney for the surety representative identified in the agreement.

102.05 Individual Surety. Follow the requirements of FAR Clause 52.228-11 Pledges of Assets.

Complete and date the SF 28, *Affidavit of Individual Surety*, after the solicitation date. The individual surety shall personally sign the SF 28. Execution by power of attorney is not acceptable. Bidders cannot serve as their own surety. Assets named shall be committed to the project with a bank designated to serve as trustee.

After reviewing the SF 28, the surety may be requested to provide further documentation with respect to any of its assets, debts, or encumbrances. The information may be required to be furnished under oath. Failure of the surety to respond with the requested documentation within 7 days of receipt of the request is cause for rejection of the surety.

Any material misstatement by the surety, overstatement of assets (either as to ownership or value) or understatement of liabilities is cause for rejection of the surety. Substitution of individual sureties to support a bid bond after the bid opening will not be permitted.

102.06 Public Opening of Bids. Bids will be publicly opened at the time specified in the SF 1442. Their contents will be made public information. The County reserves the right to reject bids as set forth in the FAR, Part 14.404.

102.07 Performance and Payment Bonds. Follow the requirements of FAR Clause 52.228-15 Performance and Payment Bonds — Construction. Furnish a performance bond and a payment bond each in the penal amount of 100 percent of the original contract price.

Use SF 25, *Performance Bond*, and SF 25A, *Payment Bond*, for submitting the bonds.

The requirements contained in Subsections 102.03 and 102.04 relating to power of attorney, evidence of guarantee assistance, and individual sureties also apply to performance and payment bonds.

Section 103. — SCOPE OF WORK

103.01 Intent of Contract. The intent of the contract is to provide for the construction and completion of the work described. The precise details of performing the work are not stipulated except as considered essential for the successful completion of the work. Furnish all labor, material, equipment, tools, transportation, and supplies necessary to complete the work according to the contract.

103.02 Disputes. Follow the requirements of FAR Clause 52.233-1 Disputes.

When requesting a CO's decision on an interpretation of contract terms for the recovery of increased costs, quantify the amount and, if required by FAR Clause 52.233-1, certify the amount. Include an explanation of the interpretation of contract terms, the contract clause under which the claim is made, all supporting documentation, and adequate cost data to support the amount claimed.

103.03 Value Engineering. Follow the requirements of FAR Clause 52.248-3 Value Engineering -Construction.

Before undertaking significant expenditures, provide the CO with a written description of the value engineering change proposal (VECP) concept. Within 14 days, the CO will inform the Contractor as to whether the concept appears to be viable or if the concept is unacceptable. If the CO indicates that the concept appears to be viable, prepare and submit the formal VECP proposal.

103.04 Contractor Records. Upon request, provide records related to the contract to the County for up to 3 years after final payment and for longer periods as provided by law.

Include a provision in all subcontracts at all tiers giving the County the same rights as provided above with respect to the subcontractor's records.

103.05 Partnering. To facilitate this contract, the County offers to participate in a formal partnership with the Contractor. This partnership draws on the strengths of each organization to identify and achieve reciprocal goals. Partnering strives to resolve problems in a timely, professional, and non-adversarial manner. If problems result in disputes, partnering encourages, but does not require, alternative dispute resolution instead of the formal claim process. The objective is effective and efficient contract performance to achieve a quality project within budget and on schedule.

Acceptance of this partnering offer by the Contractor is optional, and the partnership is bilateral.

If the partnering offer is accepted, mutually agree with the County on the level of organizational involvement and the need for a professional to facilitate the partnering process. Engage the facilitator and other resources for key Contractor and County representatives to attend a partnership development and team-building workshop usually between the time of award and the notice to proceed. Hold additional progress meetings

upon mutual agreement.

The direct cost of partnering facilities, professional facilitation, copying fees, and other miscellaneous costs directly related to partnering meetings will be shared by the Contractor and County. Secure and pay for facilities, professional fees, and miscellaneous requirements. Provide invoices to the County. The County will reimburse the Contractor for 50 percent of the agreed costs incurred for the partnering process. The County's share will not exceed \$5,000.

Each party is responsible for making and paying for its own travel, lodging, and meal arrangements. The time allowed for completion of the project is not affected by partnering.

Section 104. — CONTROL OF WORK

104.01 Authority of the Contracting Officer (CO). The CO may delegate authority to representatives to decide on acceptability of work, progress of work, suspension of work, interpretation of the contract, and acceptable fulfillment of the contract. The term "CO" includes all authorized representatives of the CO, including inspectors, acting within the limits of their authority as delegated by the CO.

104.02 Authority of Inspectors. Inspectors are authorized to inspect all work including the preparation, fabrication, or manufacture of material for the project. The inspector is not authorized to alter or waive contract requirements, issue instruction contrary to the contract, act as foreman for the Contractor, or direct the Contractor's operations. The inspector has authority to identify non-conforming work until the issue can be referred to and decided by the CO. The inspector may take necessary action to prevent imminent and substantial risk of death or injury including stopping work.

104.03 Specifications and Drawings. Follow the requirements of FAR Clause 52.236-2 1 Specifications and Drawings for Construction.

(a) General. Prepare drawings as necessary to construct the work. Drawings include, but are not limited to, layouts that show the relative position (vertical and horizontal as appropriate) of work to be performed, fabrication details for manufactured items and assemblies, installation and erection procedures, details of post-tensioning and other systems, detailed trench and excavation procedures that conform to OSHA requirements, traffic control implementation drawings, and methods for performing work near existing structures or other areas to be protected. Show all the drawing dimensions in United States customary units.

Limit drawings to a maximum size of 24 by 36 inches. Include on each drawing and calculation sheet, the project number, name, and other identification as shown in the contract.

Furnish 5 sets of drawings and supporting calculations for acceptance before performing work covered by the drawings. If drawings are returned for revision, correct and resubmit for acceptance. Allow 40 days per submission for railroad structures and 30 days per submission for all other structures. The review time as specified is applied separately to each drawing submitted. The CO may request additional specific drawings for unique situations in order to clarify layout, construction details, or methodology. If drawings must be resubmitted, the time for acceptance starts over. Obtain written approval before changing or deviating from the accepted drawings.

(b) Specific requirements for concrete and miscellaneous structures.

(1) Furnish drawings for the following:

- (a) Site-specific layouts for all wall types and gabion installations;
- (b) Gabion and revet mattress details and installation procedures;
- (c) Forms and falsework for reinforced concrete box culverts less than or equal to 6 feet in height;
- (d) Fabrication drawings for bridge railings and parapets;
- (e) Fabrication drawings for prestressed members;
- (f) Fabrication and installation drawings for expansion joint assemblies;
- (g) Fabrication drawings for bearing assemblies;
- (h) Construction joint location and concrete deck placement sequences not shown on the plans;
- (i) Erection diagrams for Soil-Corrugated Metal Structure interaction systems (multi-plate structures);
- (j) Structural steel fabrication drawings;
- (k) Utility hangar details; and
- (l) Fabrication and installation drawings for precast items.

(2) Furnish drawings that bear the seal and signature of a professional engineer proficient in the pertinent design field for the following:

- (a) Erection plans;
- (b) Reinforced soil slopes details;
- (c) MSE wall and crib wall details;
- (d) Details and installation procedures for proprietary wall systems;
- (e) Temporary bridge structures for public use;
- (f) All bridge forms except for railings, parapets, and components less than 6-feet in height;
- (g) Shoring systems and cofferdams greater than 6-feet in height;
- (h) All shoring systems that support traffic loadings;
- (i) Forms and falsework for all structures greater than 6-feet in height;
- (j) Post-tensioning systems;
- (k) Ground anchors, soil nail, and rock bolt assembly details, layout, and installation and testing procedures;
- (l) Tie back wall details; and
- (m) Alternate retaining wall details.

(3) Furnish drawings that bear the seal and signature of a professional engineer who is proficient in forms and falsework design and licensed in the state where the project will be constructed for the following:

- (a) Falsework for any structure with a span exceeding 16 feet;
- (b) Falsework for any structure with a height exceeding 14 feet; and
- (c) Falsework for structures where traffic, other than workers involved in constructing the structure, will travel under the structure.

104.04 Coordination of Contract Documents. The FAR, TAR, special contract requirements, plans, and standard specifications are contract documents. A requirement in one document is binding as though occurring in all the contract documents. The contract documents are intended to be complementary and to describe and provide for a complete contract. In case of discrepancy, calculated and shown dimensions govern over scaled dimensions. The contract documents govern in the following order:

- (a) The Schedule (excluding the specifications);
- (b) Representations and other instructions;
- (c) Contract Clauses;
- (d) Other documents, exhibits, and attachments; and
- (e) The Specifications.

104.05 Load Restrictions. Follow the requirements of FAR Clause 52.236-10 Operations and Storage Areas, paragraph (c).

Comply with all legal load restrictions when hauling material and equipment on public roads to and from the project. A special permit does not relieve the Contractor of liability for damage resulting from the moving of material or equipment.

Unless otherwise permitted, do not operate equipment or vehicles that exceed the legal load limits over new or existing structures, or pavements within the project except those pavements intended to be removed.

104.06 Cooperation Between Contractors. The County reserves the right as any time to contract for and have performed other work within or near the Project limits covered by the Contract.

When separate Contracts are let within limits of any one Project, each Contractor shall conduct his/her work so as to minimize interference with the progress or completion of the work being performed by other Contractors. Contractors working on the same Project shall cooperate with each other and coordinate their operations in such a manner as to facilitate prompt and expeditious completion of their Contracts. Contractors failing to cooperate with other Contractors may be declared in default on their Contract.

The Contractor shall arrange his/her work and shall place and dispose of the materials

being used so as to minimize interference with the operations of the other Contractors within the limits of the same project. He/She shall join his/her work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the other Contractors.

At all grade separations and/or bridge structures where the Plans indicate fills at abutments are to be made by the Grading Contractor, the Grading Contractor shall begin grading operations at these locations immediately upon beginning work on the Project, unless otherwise provided for in the Contract, and shall complete the fills adjacent to abutments without undue delay. No rock over 2-inches in the largest dimension shall be placed in fills within 30 feet of abutment locations.

At all grade separation structures where the Plans indicate that roadway excavation through the structure location is to be made by the Grading Contractor, the Grading Contractor shall begin grading operations at these locations immediately upon beginning work on the Project and shall complete this work without undue delay. Excavation at these locations shall not extend beyond the width of excavation shown on the underpass Plans.

The Bridge Contractor shall complete the bridge boxes and the backfills around the bridge boxes to the top of the box or to the natural ground line, whichever is the lower, as soon as possible after the Contract is effective, so that the Grading Contractor may make the roadway fills over these bridge boxes.

If the Grading Contractor has complete his/her Project, except for fills at bridge boxes to be constructed by the Bridge Contractor prior to completion of these boxes, the Bridge Contractor shall make the roadway fills to the typical section and subgrade line as shown on the Plans.

Each Contractor shall be solely responsible for his/her actions for all work performed under the Contract and shall save and hold harmless the County, its officers, agents, and employees from

104.07 Removal and Disposal of Salvaged Materials, Structures and Obstructions. Unless otherwise shown on the Plans or in the Proposal, all salvaged materials or materials not incorporated in the work shall become the property of the Contractor and disposed of by him/her. No materials shall be buried or otherwise disposed of within the Project limits or on any publicly owned property without written permission of the Contracting Officer.

104.08 Final Cleaning Up. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the right-of-way all of his/her machinery, equipment, surplus and discarded materials, rubbish and temporary structures. The Contractor shall remove stumps or portions of trees, shall cut all brush and weeds within the limits of the right-of-way and shall leave the Project and his/her borrow pits in a neat workmanlike condition. Material cleared from the right-of-way and deposited on property adjacent to the right-of-way will not be considered as having been disposed of satisfactorily.

The Contractor shall leave any areas or slopes, where he/she performs any work, in a neat and workmanlike condition. The Contractor shall repair at his/her own expense any areas, slopes or turf that have been damaged by his/her operations. The cost of final cleanup shall be incidental to other items and no separate payment will be made.

Section 105. — CONTROL OF MATERIAL

105.01 Source of Supply and Quality Requirements.

Follow the requirements of FAR Clause 52.236-5 Material and Workmanship.

Select sources and provide acceptable material. Notify the CO of all proposed sources before delivery to the project to expedite material inspection and testing. Do not incorporate material requiring submittal into the work until approved.

Material may be approved at the source of supply before delivery to the project. Approval does not constitute acceptance. If an approved source does not continue to supply acceptable material during the life of the project, further use of that source may be denied.

105.02 Material Sources.

(a) Tribal-Provided Sources. The County will acquire the permits and rights to remove material from provided sources identified in the contract and to use such property for a plant site and stockpiles. Test reports and available historical performance data verifying the presence of acceptable material are available upon request.

Do not perform work within a County-provided source until a plan of operation for the development of the source is accepted. Perform all work necessary to produce acceptable material including site development, preparation, erosion control, and restoration.

The quality of material in provided sources is acceptable in general, but may contain layers or pockets of unacceptable material. It is not feasible to ascertain from samples the quality of material for an entire deposit, and variations may be expected. Determine the quantity and type of equipment and work necessary to select and produce acceptable material.

Strip and stockpile the overburden. After operations are complete, move all waste back into the source. Neatly trim and flatten the side slopes to the extent practicable. Spread the stockpiled overburden uniformly over the sides and bottom of the mined area. Shape the mined area to blend into the surrounding natural terrain.

(b) Contractor-Located Sources. The Contractor is responsible for located sources, including established commercial sources. Use sources that fulfill the contract quantity and quality requirements. Determine the quantity and types of equipment and work necessary to select and produce acceptable material. Secure all permits and clearances for use of the source and provide copies of the documents.

Provide laboratory test reports and available historical performance data indicating that acceptable material is available from the source. Do not use material from a source that is unacceptable to the County. Dispose of unacceptable material and locate another source at no cost to the County.

105.03 Material Source Management. Notify the CO 14 days before starting pit operations. Develop and operate within a material source according to the accepted plan of operation or written agreement for developing the source.

Before developing a material source, measure the sediment content of bodies of water adjacent to the work area that will receive drainage from the work area. Control all erosion so the sediment levels in the bodies of water within the drainage area of the work area do not increase. Control erosion so that sediment does not leave the work area.

105.04 Storing and Handling Material. Store and handle material to preserve its quality, and fitness for the work. Bulk materials shall be transported in vehicles constructed to prevent loss or segregation after loading and measuring. Stored material approved before storage may again be inspected before use in the work. Locate stored material to facilitate prompt inspection.

Use only approved portions of the right-of-way for storing material and placing plants and equipment. Provide all additional space needed. Do not use private property for storage without written permission of the owner or lessee. Furnish copies of all agreements. Restore all Tribal-provided storage sites to their original condition.

The Contractor is responsible for the security of all stored material.

105.05 Delivering and Stockpiling Aggregates. All aggregates shall be handled in such a manner as to preserve their quality, gradation and fitness for the work. The provisions for transporting aggregates shall be such to assure a continuous and adequate supply of material to the work.

Aggregates stockpiles shall be built up in such a manner that acceptable materials will be delivered to the plant or the Project. Aggregates from different sources and different gradations shall not be stockpiled together.

The gradation requirements, for the individual stockpiles and proportioning from the stockpiles, shall be the responsibility of the Contractor. Aggregates that have become segregated, or mixed with earth or other foreign material, shall be considered unacceptable, and will not be utilized in the work until Contractor causes aggregate piles to be integrated, and all foreign materials to be removed.

105.06 Use of Material Found in the Work. Material, such as stone, gravel, or sand, found in the excavation may be used for another pay item when acceptable. When there is an applicable excavation item in the bid schedule, such material will be paid both as excavation and as the other pay item for which it is used. Replace material so used and needed for embankment or backfill with acceptable material at no cost to the County. Excavate or remove material only from within the grading limits, as indicated by the slope and grade lines.

The right to use and process material found in the work does not include the use and processing of material for non-County contract work except for the disposal of waste material. If the Contractor produces or processes material from County sources in excess of the quantities required for the contract, the County may:

- (a) Take possession of the excess material and direct its use, paying the Contractor only for the cost of production, or
- (b) Require removal of the material and restoration of the land to a satisfactory condition at no cost to the County.

Section 106. — ACCEPTANCE OF WORK

106.01 Conformity with Contract Requirements. Follow the requirements of FAR Clause 52.246-12 Inspection of Construction.

References to standard test methods of AASHTO, ASTM, GSA, and other recognized standard authorities refer to the methods in effect on the date of solicitation for bids.

Perform work according to the contract requirements. Perform all work to the lines, grades, cross-sections, dimensions, and processes or material requirements shown on the plans or specified in the contract.

Incorporate manufactured materials into the work according to the manufacturer's recommendations or to these specifications, whichever is stricter.

Plan dimensions and contract specification values are the values to be strived for and complied with as the design values from which any deviations are allowed. Perform work and provide material that is uniform in character and reasonably close to the prescribed value or within the specified tolerance range. The purpose of a tolerance range is to accommodate occasional minor variations from the median zone that are unavoidable for practical reasons.

The County may inspect, sample, or test all work at any time before final acceptance of the project. When the County tests work, copies of test reports are furnished to the Contractor upon request. The County's tests may or may not be performed at the work site. If Contractor testing and inspection is verified by the County, the Contractor's results may be used by the County to evaluate work for acceptance. Do not rely on the availability of the County's test results for process control.

Acceptable work conforming to the contract will be paid for at the contract unit bid price. Four methods of determining conformity and accepting work are described in Subsections 106.02 to 106.05 inclusive. The primary method of acceptance is specified in each Section of work. However, work may be rejected at any time it is found by any of the methods not to comply with the contract.

Remove and replace work that does not conform to the contract, or to prevailing industry standards where no specific contract requirements are noted, at no cost to the County.

As an alternative to removal and replacement, the Contractor may submit a written request to:

- (a) Have the work accepted at a reduced price; or
- (b) Be given permission to perform corrective measures to bring the work into conformity.

The request must contain supporting rationale and documentation. Include references or data justifying the proposal based on an evaluation of test results, effect on service life, value of material or work, quality, aesthetics, and other tangible engineering basis. The CO will determine disposition of the nonconforming work.

Additionally, if there are provisions in the Contract for the acceptance of material or work that is not in full compliance with the minimum requirements stated, the use of pay adjustment factors reflecting the payment to be made for the work or materials will be included in the applicable Subsection concerning method of measurement and payment or in a separate Subsection.

When standard manufactured items are specified (such as fence, wire, plates, rolled shapes, pipe conduits, etc., that are identified by gauge, unit mass, section dimensions, etc.), the identification will be considered to be nominal masses or dimensions. Unless specific contract tolerances are noted, established manufacturing tolerances will be accepted.

106.02 Visual Inspection. Acceptance is based on visual inspection of the work for compliance with the contract and prevailing industry standards.

106.03 Certification. For material manufactured off-site, use a manufacturer with an ISO 9000 certification or an effective testing and inspection system. Require the manufacturer to clearly mark the material or packaging with a unique product identification or specification standard to which it is produced.

Other than references in or to the FAR or Federal Law, when these Standard Specifications reference certifications; certificates; or certified documents, equipment, or individuals, these references are not certifications under Section 4301 of Public Law 104-106, National Defense Authorization Act for Fiscal Year 1996. These references refer to documentation of non-regulatory, peripheral contract requirements that are required to be validated by an individual or organization having unique knowledge or qualifications to perform such validation.

Material accepted by certification may be sampled and tested at any time. If found not in conformance with the contract, the material will be rejected whether in place or not.

One of the following certifications may be required:

(a) Production Certification. Material requiring a production certification is identified in the Acceptance Subsection of each Section. Require the manufacturer to furnish a production certification for each shipment of material. Include the following with each production certification:

- (1) Date and place of manufacture;
- (2) Lot number or other means of cross-referencing to the manufacturer's inspection and testing system; and
- (3) Substantiating evidence that the material conforms to the contract quality requirements as required by FAR 46.105(a)(4), including all of the following:
 - (a) Test results on material from the same lot and documentation of the inspection and testing system;
 - (b) A statement from the manufacturer that the material complies with all

contract requirements; and

- (c) Manufacturer's signature or other means of demonstrating accountability for the certification.

(b) Commercial Certification. When a certification is required, but not a production certification, furnish one commercial certification for all similar material from the same manufacturer.

A commercial certification is a manufacturer's or Contractor's representation that the material complies with all contract requirements. The representation may be labels, catalog data, stamped specification standards, or supplier's certifications indicating the material is produced to a commercial standard or specification.

106.04 Measured or Tested Conformance. Provide all necessary production and processing of the work and control performance of the work so that all of the work complies with the contract requirements.

Results from inspection or testing shall have values within the specified tolerances or specification limits. When no tolerance values are identified in the contract, the work will be accepted based on customary manufacturing and construction tolerances.

106.05 Inspection at the Plant. Work may be inspected at the point of production or fabrication. Manufacturing plants may be inspected for compliance with specified manufacturing methods. Material samples may be obtained for laboratory testing for compliance with quality requirements. Allow full entry at all times to the parts of the plant producing the work.

106.06 Partial and Final Acceptance. Maintain the work during construction and until the project is accepted. Damage caused by the Contractor prior to final acceptance of the entire project will be repaired at the Contractor's expense. See FAR Clause 52.236-11 Use and Possession Prior to Completion.

(a) Partial Acceptance. When a separate portion of the project is completed, a final inspection of that portion may be requested. If the portion is complete and in compliance with the contract, it may be accepted. If accepted, the CO will relieve the Contractor of further responsibility for maintenance of the completed portion. Partial acceptance does not void or alter any of the terms of the contract.

When public traffic is accommodated through construction and begins using sections of roadway as they are completed, the Contractor shall continue maintenance of such sections until final acceptance.

(b) Final Acceptance. When notified that the entire project is complete, an inspection will be scheduled. If all work is determined to be complete, the inspection will constitute the final inspection and the Contractor will be notified in writing of final acceptance as of the date of the final inspection. Final acceptance relieves the Contractor of further responsibility for the maintenance of the project.

If the inspection discloses any unsatisfactory work, the CO will provide to the Contractor a list of the work that is incomplete or requires correction. Immediately complete or correct the work. Furnish notification when the work has been completed as provided above.