

- sible. Before starting such a construction operation, the Contractor shall fully advise the Railway Company and the Department as to the method he/she proposes to follow, the amount and character of equipment which he/she proposes to use and the probable time required to complete the operation, all of which shall be subject to the approval of the Resident Engineer and the Railway Company. Such approval, however, shall not be considered as relieving the Contractor of the responsibility for the safety of his/her method or equipment or from carrying out the work in full accordance with the Contract.
- (b) **Overpass (Highway Overhead Bridge).** The Department will provide a vertical clearance of 50 feet (15 meters) measured from the base of the rail, for telegraph, telephone and signal services. In the event that the Contractor desires more clearance, such additional clearance shall be made at his/her own expense.
 - (c) **Underpass (Railroad Overhead Bridge).** The Department will provide a vertical clearance of 30 feet (9 meters) measured from the base of the rail, for telegraph, telephone and signal services crossing over the proposed construction. In the event that the Contractor desires more clearance, such additional clearance shall be made at his/her own expense.
 - (d) **Railway Company Requirements.** The Railway Company may as a condition for working on or over railroad right-of-way impose both vertical and horizontal clearance requirements. Clearance requirements for working on or over railroad right-of-way will be contained in the right of entry agreement between the Contractor and the Railway Company.

104.19. RAILROAD FLAGGING.

The Contractor shall reimburse the Railway Company directly for the cost of all railroad flagging required by the Railway Company due to construction on their property. The cost of flagging shall be included in the unit prices bid by the Contractor for other items of work. There will be no additional payment to the Contractor for this cost.

The Contractor's final estimate will not be paid until the Contractor provides satisfactory evidence in the form of a notarized certificate by Contractor that he/she has wholly reimbursed the Railway Company for flagging services.

SECTION 105 CONTROL OF WORK

105.01. AUTHORITY AND DUTIES OF THE RESIDENT ENGINEER.

The Resident Engineer will decide all questions regarding the quality and acceptability of materials furnished, work performed, and the rate of progress of the work, the interpretation of the Contract, and the acceptable fulfillment of the Contract by the Contractor.

- (a) The Resident Engineer will suspend the work wholly or in part for the Contractor's failure to:
 - 1. Correct conditions unsafe for the project personnel or general public, or
 - 2. Carry out provisions of the Contract, or
 - 3. Carry out orders of the Resident Engineer.

- (b) Work may also be wholly or partially suspended for:
 - 1. Periods necessary due to unsuitable weather, or
 - 2. Conditions considered unsuitable for the prosecution of the work, or
 - 3. Any other condition or reason determined to be in the Department's interest.
- (c) Should the Contractor disagree with any decision of the Resident Engineer in the exercise of "The authority of the Resident Engineer", he/she may appeal the decision in accordance with established dispute resolution procedures.
- (d) Resident Engineer has immediate charge of the engineering details of the Project, and is responsible for inspection and documentation of the contractor's efforts towards compliance with Contract requirements. The authority of the Resident Engineer extends to: the ability to make binding decisions on behalf of the Department within the requirements of the Contract; the designation of his/her representatives on the job site; to reject defective materials or workmanship; and to suspend any work not in compliance with Contract requirements.
- (e) The Resident Engineer has the authority to direct the removal by the contractor of any superintendent, foremen, or other supervisor or any other employee of the contractor or a subcontractor of the contractor for failure or refusal to follow orders of the Resident Engineer, for safety violations, poor workmanship, and for other good cause shown. Removal shall be effected by written notice to the contractor and the order for removal shall be effective upon receipt by the contractor.

105.02. PLANS AND WORKING DRAWINGS.

- (a) **General.** Plans furnished by the Department will show details of all structures, lines, grades, typical sections and a summary of pay items appearing on the Proposal.

Contractor will prepare working drawings and work plans, as specified and as needed, to adequately control, construct, and inspect the work. Working drawing shall include, but not be limited to, traffic control drawings, false work drawings, coffer dam drawings, MSE retaining wall drawings, post tensioned concrete structure drawings, prestressed concrete member shop drawings, precast box culvert drawings, structural steel shop drawings, anchor bolt layouts, and erection drawings. Work plans may include, but not be limited to, stress sheets for post tensioning, work plans for painting and drilling shafts, mix designs, pile hammers, other equipment lists, and quality control plans. The Contractor shall keep one set of plans and approved working drawings and work plans available on the work site for the duration of the Project.

The Contractor shall not perform the work covered by the working drawings and work plans before approval. No changes or deviations from the approved submissions may be made without prior approval. The approval of submissions not relieve the Contractor of responsibility for the successful completion of the work.

The cost of furnishing work drawings and work plans shall be included in the bid prices of related pay items.

- (b) **Submissions.** The Contractor shall furnish working drawings and work plans for approval. Work drawings and work plans, if returned for correction, will be corrected appropriately and resubmitted for approval. For the Engineer's review, allow a minimum of six weeks per submission of

railroad structures and two weeks per submission of all other structures unless otherwise specified. Contractors shall submit complete sets of working drawings except when submitting corrections or revisions. Partial sets will not be reviewed without permission of the Engineer.

Working drawings and working plans shall be submitted with a transmittal letter which contains the Project number, job/piece number, county, structure number, a list of enclosed working drawing sheets, and, when applicable, a list of changes.

- (c) **Working Drawing Requirements.** Contractor shall use drafting and lettering on the working drawings that is clearly legible under field conditions and when microfilmed. Working drawings should be oriented to be as similar as possible to those on the Plans.

Contractor shall use sheets 24 inch (610 mm) by 36 inch (920 mm) or smaller for drawings. Each sheet must include a title block in the lower right hand corner. The title block shall include the Project number, job/piece number, county, location description as shown on the Plans, structure number, sheet number, the Contractor's name, and, when applicable, the name of the supplier, fabricator, or manufacturer supplying material, product, or equipment for use on the Project. A space 2 inch (50 mm) wide by 3 inch (75 mm) high will be provided near the title block for the approval stamp. Revisions of previously approved drawings, will identify all revisions on each sheet and include a description of each revision near the title block of each sheet.

Working drawings will contain on each sheet the initials of the drafter and checker and the date each was completed. The drafter and checker shall be two separate individuals qualified in the drafting and checking of the type of item detailed.

Contractor shall describe all materials to be used in the work on the drawings, including the appropriate materials specification and any other distinguishing characteristics and ordering information, such as grade.

Working drawing and changes in engineer design shall bear the seal and signature of a professional engineer registered in the State of Oklahoma proficient in the pertinent design field. As a minimum, the following matrix will be used to determine when working drawings require approval, signature, and seal of an Oklahoma registered professional engineer. When Specific Standard specifications apply to required working drawings and the Standard Specifications differ from the following matrix, the requirements of the specific Standard Specifications will be followed:

<p style="text-align: center;">WORKING DRAWINGS FOR</p>	<p style="text-align: center;">REQUIRES REGISTERED PROFESSIONAL ENGINEERS SIGNING, SEALING & DATE</p>	<p style="text-align: center;">REQUIRES DEPARTMENTAL APPROVAL</p>
<p>1. Alternate or Optional Designs submitted by Contractor</p>	<p style="text-align: center;">YES</p>	<p style="text-align: center;">YES</p>
<p>2. Supplementary fabrication and shop drawings for structural items</p>	<p style="text-align: center;">No - unless required on the plans</p>	<p style="text-align: center;">See applicable item</p>
<p>3. Contractor proposed temporary facilities, that affect the public safety, not included on the plans</p>	<p style="text-align: center;">YES</p>	<p style="text-align: center;">YES</p>

105.03. CONFORMITY WITH PLANS AND SPECIFICATIONS.

Work performed and materials furnished shall be uniform in character and meet the Contract dimensions and material requirements, according to tolerances specified in the Contract. When either a maximum or minimum tolerance value or both is specified in the Contract, the production and processing of the material and the performance of the work shall be controlled so that the finished product is not of borderline quality or dimension.

If materials furnished, work performed, or the finished product does not conform with the Contract, but adequately addresses the design purpose, the Resident Engineer will determine the conditions under which the work will be accepted and allowed to remain in place unless there are other provisions in the Contract that provide for this determination. Where this determination is made by the Resident Engineer rather than Contract provisions, the Resident Engineer will document the basis of acceptance by Contract modification. The modification will provide for an appropriate adjustment in the Contract price for such work or materials as necessary to support the Resident Engineer’s determination.

If the materials, work performed, or the finished product do not conform with the Contract and results in an unsatisfactory or unacceptable product, the work or materials shall be removed and replaced or otherwise corrected to the satisfaction of the Resident Engineer, at the Contractor’s expense.

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.

105.04. COORDINATION OF PLANS, SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS, AND SPECIAL PROVISIONS.

These Specifications, Supplemental Specifications, Plans, Special Provisions, and all supplementary documents are essential parts of the Contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Contract. In case of discrepancy between these Contract components, the governing ranking will be:

<u>Dimensions</u>	<u>Information</u>
1. Project Plans	1. Special provisions
2. Calculated	2. Project Plans
3. Standard Specifications	3. Supplemental Specifications
4. Standard Plan Sheets	4. Standard Specifications
5. Scaled	5. Standard Plan Sheets

Oral changes received at pre-bid conferences are not binding. Changes must be reduced to writing and issued as addenda before they can be binding.

The Contractor shall not take advantage of any apparent error or omission in the Contract. If an error or omission is discovered, the Resident Engineer shall be promptly notified so corrections and interpretations necessary to fulfill the intent of the Contract can be made. Plan notes which appear to be in conflict, or which require clarification shall be referred to the Resident Engineer for resolution prior to commencement of work. See Subsection 101.53.b.

105.05. COOPERATION BY CONTRACTOR.

The Contractor will be supplied with a minimum of two sets of Plans and one copy of the Contract. One set of Plans, Specifications and Special Provisions shall be available on the work site at all times.

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof, and shall fully cooperate with the Resident Engineer, his/her Inspectors, and other Contractors.

105.06. COOPERATION WITH UTILITIES.

Utility items that are to be relocated or adjusted by the utility owner, others, and/or the Contractor will be shown in the Contract.

All utility facilities and appurtenances within the construction limits will be shown on the Contract plans and relocated or adjusted at the utility owners' expense, unless otherwise specified. The location of these utilities are as provided by the utility owners and may not be exact, particularly with regard to underground installations. Contractor work procedures are to account for the inaccuracy inherent in the representation of their locations.

The Contractor shall cooperate with utility owners in the removal and rearrangement of underground or overhead utility facilities to minimize interruption to utility service and duplication of work by the utility owners.

Facilities or appurtenances that are to remain in place during construction shall be accounted for and protected by the Contractor's work procedures.

The Department will notify utility companies, pipeline owners or other utility agencies affected by the Contract work and have all necessary adjustments of the public or private utility fixtures and appurtenances within or adjacent to the construction limits accomplished within the time limits set forth in the Proposal or prior to the effective date of the work order, whichever occurs first. The Contractor may request a waiver of these requirements to facilitate beginning of work, if Project conditions warrant.

In the event utility services are interrupted as a result of breakage by the Contractor within the construction limits, the Contractor is to notify the appropriate utility authorities and cooperate with them until service has been restored. Work shall not commence around fire hydrants until provisions for continued service has been made and approved by the local fire authority.

Repairs to damaged utilities caused by carelessness or omissions on the part of the Contractor shall be corrected at the Contractor's expense. The damaged facilities shall be restored to a condition similar or equal to that existing before the damage occurred.

If utility facilities or appurtenances are found that are not noted in the Contract documents, the Resident Engineer will determine whether adjustment or relocation of the utility is necessary to accommodate construction and proceed to make necessary arrangements with the utility owner or the Contractor if the work necessary is not otherwise specified.

105.07. COOPERATION BETWEEN CONTRACTORS.

The Department reserves the right at 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 (50 mms) in the largest dimension shall be placed in fills within 30 feet (9 m) 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 completed 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 Department, its officers, agents and employees from any and all damages or claims arising from his/her conduct that may arise because of inconvenience, delay or other loss which may be experienced by him/her because of the presence of other contractors working in the Project limits.

105.08. CONSTRUCTION STAKES, LINES AND GRADES.

The Contract provisions will state whether the Contractor or the Department is to provide construction stakes, lines, and grades, in accordance with Section 642.

105.09. (RESERVED)

105.10. DUTIES OF THE PROJECT INSPECTORS.

Project Inspectors employed by the Department will be authorized to inspect all work done and materials furnished. Inspection may extend to all or any part of the work and to the preparation, fabrication or manufacturing of the materials to be used. The Inspector is not authorized to alter or waive the provisions of the Plans or the Contract.

105.11. INSPECTION OF WORK.

All materials and each part or detail of the work shall be subject to inspection. The Contractor shall allow access to all parts of the work and shall furnish such information and assistance as is required to make complete and detailed inspections and to document the Contractor's efforts towards satisfactory completion of the Project. Inspections may be made by the Resident Engineer or his/her representative, the FHWA or other federal agencies, the DEQ or other state agencies, counties, cities and other public or private entities having supervisory, regulatory or financial interest in the Project.

Contractor will make reasonable good faith effort to perform all work, and materials incorporated into the work, in the presence of a Department representative. If the Department representative is unavailable for such inspection or is otherwise absent at such time as the work is performed, the

Contractor's representative will make written documentation as to his/her efforts to contact the Inspector. In the event that such good-faith effort and documentation requirements are not complied with, any such work done or materials used may be ordered removed and replaced at the Contractor's expense.

If the Resident Engineer requests, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Contract. If the work thus exposed or examined proves acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed will be paid for in accordance with Subsection 104.04. Should the work so exposed or examined prove unacceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, will be at the Contractor's expense.

Any work done or materials used without inspection by an authorized Department representative may be ordered removed and replaced at the Contractor's expense unless the Department representative failed to inspect after having been given at least 24 hours notice in writing that the work was to be performed.

When any unit of government or political subdivision or any railroad corporation is to pay a portion of the cost of the work covered by this Contract, its respective representatives shall also have the right to inspect the work. Such inspection does not make any unit of government, political subdivision, or any railroad corporation a party to this Contract.

105.12. REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK.

Work that does not conform to the Contract requirements will be considered unacceptable, unless accepted under the provisions of Subsection 105.03.

Unacceptable work found to exist before the final acceptance of the work, resulting from any cause, shall be removed and replaced at the Contractor's expense.

Work done contrary to instructions received from the Resident Engineer, or beyond the Plan limits, or extra work done without permission of the Resident Engineer will not be considered for payment until corrected to the satisfaction of the Resident Engineer. Corrective work meeting the Contract provisions shall be at the expense of the Contractor. If corrective work prosecution ordered by the Resident Engineer is not provided, the Resident Engineer has the authority under this Subsection to have the unacceptable work removed and remedied by the Department to deduct the costs of such work from the monies due the Contractor.

105.13. LOAD RESTRICTIONS.

The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the Project. A special permit does not relieve the Contractor's liability for damage that results from moving material or equipment.

Legal load limits within the Project limits may not be exceeded unless permitted in writing by the Resident Engineer. Operation of equipment or hauling loads that cause damage to structures, roadway, or any construction is not permitted. The Resident Engineer will determine acceptable load limits for bridges. The hauling of materials over any completed work within the Project limits will be restricted as directed by the Resident Engineer. No loads will be permitted on hydraulic cement concrete construction before the minimum curing time or strength specified is obtained.

105.14. MAINTENANCE DURING CONSTRUCTION.

The Contractor shall maintain the Project work site in a satisfactory condition until the Project is accepted. This maintenance shall consist of continuous and effective work prosecuted day-by-day.

The Resident Engineer will immediately notify the Contractor of failure to meet these provisions. If unsatisfactory maintenance is not remedied within 24 hours after receipt of the notice, the Resident Engineer will proceed to maintain the Project. The entire cost of this maintenance will be deducted from monies due or to become due the Contractor.

If the Contract involves the placement of material on, or the utilization of a previously constructed subgrade, base course, pavement or structure, the previously constructed work shall be maintained by the Contractor during construction operations.

The cost of maintenance work during construction and before the Project is accepted shall be incidental to the bid price for other items of work.

105.15. OPENING SECTIONS OF PROJECT TO TRAFFIC.

The Resident Engineer may order certain sections of work to be opened to traffic before completion or acceptance of the work. Opening these sections shall not constitute acceptance of the work or waiver of any contract provisions.

On those sections opened to traffic, the cost of maintaining the roadway to accommodate traffic will be at the Department's expense and the Contractor will be compensated for costs incurred in accordance with Subsection 109.04. Compensation for additional expense and additional time if any, shall be set forth in a change order for those sections of the Project ordered opened to traffic if the opening is not due to the fault or inactivity of the Contractor.

If the Contractor is late in completing features of the work according to the Contract or progress schedule, the Resident Engineer will give written notification establishing a time period for completing these features. If the Contractor fails to complete or make a reasonable effort to complete the work according to the written notification, the Resident Engineer may order all or a portion of the project opened to traffic. The Contractor shall not be relieved of liability or responsibility for maintaining the work and shall conduct the remaining construction operations with minimum interference to traffic without additional compensation for the added cost of the work.

Damage to the Project that is not attributable to traffic (except slides) shall be repaired at the expense of the Contractor. The removal of slides shall be done on a basis determined by the Resident Engineer before removal.

105.16. FURNISHING RIGHT-OF-WAY.

The Department will secure right-of-way in advance of construction, and will ensure the right-of-way is available to the Contractor's unrestricted operations. Exceptions will be indicated in the Plans and Contract.

105.17. PROJECT COMPLETION AND ACCEPTANCE.

Upon notification from the Contractor that he/she has performed the work required by the Contract, the Resident Engineer will make an inspection. If all construction is found to have been completed

in accordance with the Contract or any change order(s) or supplemental agreement(s) applicable thereto, the Resident Engineer will declare the Project complete and the Contractor relieved of all construction site responsibilities. If, however, the inspection discloses any work, in whole or in part, not in accordance with the Contract, the Resident Engineer will give written notice to the Contractor of the exceptions found in the inspection, and the Project will not be declared complete until the Contractor satisfies the exceptions noted.

If at any time during the construction of a Project, the Contractor completes a unit or portion of the Contract, such as a structure, an interchange, or a section of road or pavement, he/she may request the Resident Engineer to make a final inspection of that unit. If the Resident Engineer finds upon inspection that the unit has been completed in accordance with the Contract and any change order(s) or supplemental agreement(s) which may be applicable thereto, the Resident Engineer may declare the unit completed. If the Resident Engineer finds on inspection that the unit has been completed, a completion date for that unit will be established and the Contractor will be relieved of further responsibility for that unit. The decision to declare a partial completion is solely at the discretion of the Resident Engineer. A partial completion does not void or alter any terms of the Contract.

Final acceptance will not occur until all documents, certificates and proofs of compliance have been executed and submitted by the Contractor. However, at the request of the Contractor and at the discretion of the Resident Engineer, the Contract time may be stopped before all required documents, certificates, or proofs of compliance are furnished. If documentation required for acceptance includes compliance documentation for materials which must normally be documented before incorporation in the work, the Contractor must establish that he/she could not reasonably or in good faith provide the compliance documentation at the appropriate time while the Project was under construction. If the Resident Engineer stops the Contract time to allow the Contractor to secure documentation, the Contractor must expeditiously provide the exempted documents, certificates, or proofs of compliance. Final acceptance and final payment will not be made until all documents, certificates, or proofs of compliance have been executed and delivered to the Resident Engineer. The date of final acceptance by the Resident Engineer will govern, in accordance with statutes and regulations, for the payment of any interest on monies due the Contractor. Final acceptance and payment will not be made until all documents, certificates, or proofs of compliance have been executed and delivered to the Resident Engineer.

105.18. CLAIMS FOR ADJUSTMENT.

If additional compensation has been requested and denied and is considered by the Contractor to be due for work or material not covered in the Contract, or for additional time in which to complete Contract requirements for completion of the work, written notification of the intent to make a claim under Subsection 104.06. shall be given to the Resident Engineer. Such notice shall be submitted before beginning work not covered by the Contract or a change of plan, or continuing work which is in progress but which has been altered by directed changes in methodology or location or differing site conditions.

Written notice of intent to file a claim before beginning or continuing affected work is a required prerequisite to the submission of a claim. Written notice will not be waived. The notice of intent to file a claim will allow the Department to evaluate options which may reduce or minimize the impact of increased Project costs.

The Resident Engineer will respond as described under Subsection 104.06.c. following notification. The Contractor shall provide necessary cooperation and information to the Resident Engineer during the period of notification, review, and evaluation to provide possible resolution of the Contract question and avoid, if possible, further claim process actions.

If written notification is not given, and if the Contractor does not afford the Resident Engineer proper facilities for keeping strict account of actual costs, the Contractor waives any claim for additional compensation. Notice by the Contractor, and the fact that the Resident Engineer has kept account of the costs shall not be construed as substantiating the validity of the claim. Within ninety (90) days after the completion of the work for which extra compensation or time is requested, the Contractor shall submit to the Resident Engineer specific cost information attributable for each element of the request for additional compensation on the latest edition of the Department's form entitled "Cost Breakdown for Support of Supplemental Agreement." If a fully documented claim is not submitted to the Resident Engineer within ninety (90) days, no extra compensation or additional time shall be allowed.

(a) **Requirements for Contractor Claims.** Claim submittals shall be in sufficient detail to enable the Resident Engineer to determine the basis for entitlement and the resulting costs. No claim will be accepted on any contract which has been bid and awarded on a unit price basis for additional costs, lost profits, or for any other compensation, which has been prepared on a total cost or modified total cost basis, for the contract work or any portion thereof, or in any other form which would, if approved, result in compensation to the contractor, on a total cost-plus or a total unit cost basis. For the purpose of these Specifications, the terms "Total cost claim" or "modified total cost claim" shall be deemed to include all work required by the Contract or any portion, unit, part or parts of the work required by the Contract however such portion, unit, part or parts of the work may be identified, categorized or isolated from remaining work and any claim for compensation for all work on the Contract or for any portion, unit, part or parts of the work of the Contract using any form, technique, method or mode which results in a "total cost" figure, sum or result from cost computation. The following minimum information must accompany each claim submitted:

1. Detailed factual statement of the claim providing all necessary dates, locations, and items of work affected by the claim, in the following form:

<u>SECTION</u>	<u>DESCRIPTION</u>
I - Introduction	The purpose of the introduction is to present a general background in sufficient detail to provide an overview of the claim.
II - Contract Requirements	The purpose of the Contract requirements is to establish what provisions in the Contract documents that the Contractor relied on to prepare the bid and schedule for the conduct of the work. This Section establishes what Contract provisions the Contractor relied on and provide

the basis for measurement of the differences between what the Contractor anticipated and what actually occurred. The Contractor must establish a right under the Contract on which the Contractor relied to provide a basis for the Contractor's claim.

III - Contractor's Schedule

The purpose of this Section is to provide an opportunity to demonstrate that the Contract element(s) identified in the preceding Section were critical to its scheduled completion of the Contract requirements. The Contractor must demonstrate in this Section that its reliance on the above identified Contract provisions was reasonable for establishing the Contractor's Progress Schedule, the means, and methods which he/she planned to do the work. The Contractor's Progress Schedule used to support this Section must be the schedule provided to the Department pursuant to Subsection 108.03.a or 108.03.b prior to commencement of project work. Estimated cost for performance of required contract work may be supported by either bid documents used in bidding the project or by empirical data from Contractor's performance on previously completed projects.

IV - Variations in the Contract Requirements Encountered on the Project

The purpose of this Section is to allow the Contractor to clearly demonstrate that the actual conditions and circumstances encountered in building the Project differed materially from the requirements of the Contract.

V - Effects of the Variations

The purpose of this Section is to allow the Contractor to explain how the changes in conditions and circumstances Contractor's Plan affected the Contractor's work.

2. The date actions resulting in the claim occurred or conditions resulting in the claim became evident.
3. A copy of the written "Notice of Intent to File a Claim," filed by the Contractor for the specific claim.
4. The name, title, and activity of each Department employee knowledgeable about facts that gave rise to such claim.

5. The name, title, and activity of each Contractor employee knowledgeable about facts that gave rise to such claim.
6. The specific provisions of the Contract that support the claim, and a statement why the provisions support the claim.
7. A weekly listing of all construction equipment in use or approved by the Resident Engineer to be held in standby condition due to the work which is the subject of the Claim to include the type, make, model and year of manufacture. The listing will reflect hours that equipment was in use or standby condition due to the work which is the subject of the claim. No equipment claim costs may be allowed for those periods of time for which the Contractor failed to file the equipment listing.
8. The identification of any pertinent documents relating to the claim.
9. A statement whether the additional compensation or extension of time is based on the provisions of the Contract or an alleged breach of Contract.
10. If an extension of time is also sought, the specific days for which it is sought and the basis for such claim as determined by an analysis of the Contractor's Progress Schedule as provided to the Department pursuant to Subsection 108.03.a. or 108.03.b. prior to commencement of Project work.
11. The amount of additional compensation sought and a breakdown of that amount as provided in Section 109.04.

Failure to submit a claim prior to final payment on the Contract shall constitute a waiver of all claims.

- (b) **Required Certification of Claims.** The claim submittal shall include the Contractor's written certification, under oath, attesting to the following:
1. The claim is made in good faith.
 2. Supportive data is accurate and complete to the Contractor's best knowledge and belief.
 3. The amount of the claim accurately reflects the Contractor's true cost incurred.
 4. The amount of the claim has been adjusted and reduced to reflect change orders related to the claim for which the Contractor has previously been compensated.

In complying with this requirement, the Contractor shall use the Department's Certificate of Claim form as shown as follows:

CERTIFICATE OF CLAIM

Under the penalty of law for perjury or falsification, the undersigned,

_____,
(Name)

_____,
(Title)

_____,
(Company)

hereby certifies that the claim for extra compensation and time, if any, made herein for work on this Contract is a true, accurate, and complete statement of all actual costs incurred and time sought, and is fully documented and supported under the Contract between the parties. I further certify that I am authorized to submit this Claim on behalf of _____ and to bind this company as to this matter. This claim has been adjusted and reduced to reflect change orders related to this claim for which this company has previously been compensated.

The above information is true and correct to the best of my knowledge

.WARNING.
IT IS A FELONY TO MAKE OR PRESENT A FALSE, FICTITIOUS OR FRAUDULENT CLAIM FOR PAYMENT OF PUBLIC FUNDS. THE STATE OF OKLAHOMA WILL PROSECUTE AND CONVICTION MAY RESULT IN CRIMINAL PENALTIES.
(21 O.S.§§ 358, 359)

Authorized Signature

Social Security No. or Federal ID No.

STATE OF OKLAHOMA)
) §:
COUNTY OF _____)

On the _____ day of _____, 19____ (20 ____), before me personally appeared _____ to me known to be the person(s) named herein and who executed the foregoing document and acknowledge to me that _____ voluntarily executed the same.

My Commission Expires:
_____, 19__ (20 ____)

Notary Public

- (c) **Documentation of Claims.** Claims for additional compensation for differing site conditions, changes in the character of work, or for extra work will be assessed and their value determined in accordance with the provisions of Section 109.04. Claims for extension of Contract time will be evaluated in the manner prescribed in Section 108.07.
- (d) **Review of Request for Additional Compensation or Time.** The Resident Engineer shall make a written response to the Contractor's request for additional compensation or time after a review of the request which shall occur within the following time periods:
1. Forty-five (45) calendar days from the receipt of the Contractor's claim including all required supporting documentation when the claim is in the amount of one hundred thousand dollars (\$100,000.00) or less;
 2. Ninety (90) calendar days from the receipt of the Contractor's claim including all required supporting documentation when the claim is in an amount of more than one hundred thousand dollars (\$100,000).

The Engineer and the Contractor may agree in writing to an extension of the time limits set forth above.

If no agreement is reached between the Contractor and the Department within fifteen (15) days after the Department's period of review, as set forth above and any extensions thereof, the Contractor may proceed as if the claim had been formally denied, in accordance with the currently adopted dispute resolution procedure, as incorporated in the Contract.

If the Engineer does not issue a written decision on the Contractor's claim within the appropriate time period set forth herein, the claim shall be deemed denied and the Contractor may appeal such as a formal denial, in accordance with the currently adopted dispute resolution procedure, as incorporated in the Contract.

Nothing in this Subsection shall be construed as establishing any claim contrary to the terms of Subsection 104.06. or 108.07.

SECTION 106 CONTROL OF MATERIALS

106.01. SOURCE OF SUPPLY AND QUALITY REQUIREMENTS.

All materials used shall meet the quality requirements of the Contract. The Contractor shall notify the Resident Engineer of the proposed sources of materials to be used in the work before delivery. The Resident Engineer has the option of conditionally approving materials at the supply source. Conditionally approved material incorporated into the work, if subsequently found to be unacceptable, shall be removed and replaced or otherwise corrected at Contractors expense to satisfaction of Resident Engineer. All materials used in the work shall be new unless otherwise specified in the Contract.

- (a) When the Contractor has an option of using one of two or more materials or products as covered by a bid item of work in the Proposal, the successful bidder shall advise the Department in writing of the specific materials or product that he/she will use on the Project.