



1. Solicitation #: AC0001

2. Solicitation Issue Date: 07/14/2026

3. Brief Description of Requirement:

SOLICITATION DESCRIPTION: Contract for Landslide Repair (Design/Build/Warranty)

Vendors may submit questions until Tuesday July 21st, 2026 at 2:00 pm CST by emailing Linda.Martin@odot.ok.gov with ODOT's responses made available no later than Tuesday, July 28th, 2026 at 2:00 pm CST.

CLOSING DATE: Tuesday, August 4th, 2026 at 1:00 pm CST. All responses to be emailed to odotbids@odot.ok.gov with sufficient time to make sure that response is received before the 2:00 pm deadline.

Delivery Time May be Factor in Award

4. Response Due Date¹: 08/04/2026

Time: 2:00 PM CST/CDT

5. Issued By and **RETURN SEALED BID TO**²:

U.S. Postal Delivery Address:

Common Carrier Delivery Address:

Electronic Submission Address:

odotbids@odot.ok.gov

6. Solicitation Type (type "X" at one below):

- ☐ Invitation to Bid
☒ Request for Proposal
☐ Request for Quote

7. Contracting Officer:

Name: Linda Martin

Phone: 405-439-6400

Email: Linda.Martin@odot.ok.gov

¹ Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments").

² If "U.S. Postal Delivery" differs from "Carrier Delivery", use "Carrier Delivery" for courier or personal deliveries.



Responding Bidder Information

*"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.*

1. **RE: Solicitation #** AC0001

2. **Bidder General Information:**

FEI / SSN : _____ Supplier ID: _____

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ Fax #: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit³:**

☐ YES – Permit #: _____

☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

5. **Registration with the Oklahoma Secretary of State:**

☐ YES - Filing Number: _____

☐ NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. **Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

☐ YES – Include with the bid a certificate of insurance.

☐ NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.⁴

³ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

⁴ For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

7. Disabled Veteran Business Enterprise Act

- ☐ YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.
- ☐ NO – Do not meet the criteria as a service-disabled veteran business.

Authorized Signature

Date

Printed Name

Title



**CERTIFICATION FOR COMPETITIVE
BID AND/OR CONTRACT
(NON-COLLUSION CERTIFICATION)**

Note: A certification shall be included with any competitive bid and/or contract exceeding \$25,000.00 submitted to the state for goods or services.

GENERAL INFORMATION

Agency name Oklahoma Department of Transportation	Agency # 34500
Supplier or bidder legal name	Solicitation # or purchase order # AC0001

Section 1 74 O.S. § 85.22

- A.** For purposes of any competitive bid or contract executed by the state for an acquisition in excess of the fair and reasonable acquisition threshold amount, I certify:
1. I am the duly authorized agent of the above-named supplier or bidder for the purpose of certifying the facts pertaining to the existence of collusion among and between bidders and suppliers and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in connection with the prospective acquisition.
 2. I am fully aware of the facts and circumstances surrounding the acquisition or making of the bid to which this statement relates and have been personally and directly involved in the events leading to the acquisition or submission of such bid.
 3. Neither the business entity that I represent in this certification nor anyone subject to the business entity's direction or control has been a party to:
 - a. Any collusion among bidders or suppliers in restraint of freedom of competition by agreement to bid or contract at a fixed price or to refrain from bidding or contracting.
 - b. Any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract.
 - c. Any discussions between bidders or suppliers and any state official concerning exchange of money or other thing of value for special consideration in connection with the prospective contract.
- B.** I certify, if awarded the contract, whether competitively bid or not, neither the business entity I represent nor anyone subject to the business entity's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of this state any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement relates.

Section 2 74 O.S. § 85.42

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

Section 3 74 O.S. § 582

For the purpose of a contract for goods or services, the supplier also certifies it is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the state.

Section 4 74 O.S. § 12005

For the purpose of a contract for goods or services, the supplier also certifies it is not currently engaged in a boycott of energy companies and will not boycott energy companies during the term of the contract.

Section 5 DEBARMENT, SUSPENSION OR OTHER RESPONSIBILITY MATTERS

For the purpose of a contract for goods or services, the supplier certifies any debarment, suspension, indictments, convictions, civil judgments and terminated public contracts have been disclosed to the state purchasing director.

Section 6 74.O.S. § 85.5

For the purposes of a contract for the physical performance of services, the supplier also certifies it is in compliance with the provisions of Section 1313 of Title 25 of the Oklahoma Statutes requiring all suppliers to register and participate in the Status Verification System to verify the work eligibility status of all new employees.

Section 7 21 O.S. § 1289.31

For the purpose of a contract for goods or services, the supplier also certifies it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate against a firearm entity or firearm trade association during the term of the contract.

Section 8 74.O.S. § 85.22C

List of all known business or familial relationships that currently exist or which existed within one year prior to the date on this form between any officer or director of the supplier and any officer or employee of the state agency listed on Page 1. State the names of persons with such relationships, their position within the organization, and the nature of such relationships.

- 1.
- 2.
- 3.

If no such relationships exist, check the box below:

- ☐ There are no known business or familial relationships that currently exist or which existed within one year prior to the date on this form between any officer or director of the supplier and any officer or employee of the state agency stated above.

Section 9 74 O.S. § 85.42(B)

Pursuant to 74 O.S. § 85.42(B), the supplier certifies that no person involved in any manner in the development, approval or negotiation of the contract, including change orders, extensions, renewals or amendments, while employed by the State of Oklahoma shall be employed or given anything of value to fulfill any services provided under the contract, including change orders, extensions, renewals or amendments.

SIGNATURE

By signing below, the undersigned duly authorized agent for the above-named bidder or supplier acknowledges this certification statement is executed for the purposes of one of the following:

- ☐ The competitive bid attached herewith and contract, if awarded to said supplier.
- ☐ The contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma Statutes.

I state under penalty of perjury under the laws of Oklahoma that the foregoing is true and correct.

Supplier authorized signature	Certified this date	
Name	Email	
Title	Phone	Fax

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A. GENERAL PROVISIONS

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

A.1.1. “Acquisition” means items, products, materials, supplies, services, and equipment an entity acquires by purchase, lease purchase, lease with option to purchase, or rental;

A.1.2. “Addendum” means a written restatement of or modification to a Contract Document executed by the Supplier and State.

A.1.3. “Bid” means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;

A.1.4. “Bidder” means an individual or business entity that submits a bid in response to a solicitation;

A.1.5. “Solicitation” means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and

A.1.6. “Supplier” or “vendor” means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, included with this packet, and any other forms required by the solicitation.

A.2.2. Bids shall be submitted to the procuring agency electronically via email to the buyer listed in this solicitation. This will still remain a sealed bid and no attachments will be opened until bid closing.

A.2.3. The required certification statement, “Certification for Competitive Bid and/or Contract (Non-Collusion Certification)”, included with this packet, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.

A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. The bidder is required to submit an electronic copy.

A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

A.3.1. If an “Amendment of Solicitation”, if included later with this packet, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The procuring agency must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the

bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.

A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the procuring agency.

A.3.3. It is the bidder's responsibility to check frequently for any possible amendments that may be issued. The procuring agency is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

A.4. Bid Change

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the procuring agency with the following statement "This bid supersedes the bid previously submitted."

A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:

A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;

A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and

A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.

A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Bid Opening

Sealed bids shall be opened by the **Oklahoma Dept of Transportation** located at **200 N.E. 21st Street Oklahoma City, OK 73105** at the time and date specified in the solicitation as the Response Due Date and Time.

A.7. Open Bid / Open Record

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Procurement Division Manager as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The ODOT General Counsel shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

A.8. Late Bids

Bids received by the procuring agency after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. Legal Contract

A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.

A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:

A.9.2.1. Any Addendum to the Contract;

A.9.2.2. Purchase order, as amended by Change Order (if applicable);

A.9.2.3. Solicitation, as amended (if applicable); and

A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Bidders guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.11. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

A.12. Clarification of Solicitation

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.

A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

A.13. Negotiations

A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.

A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

A.13.3. Negotiations may be conducted in person, in writing, or by telephone.

A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.

A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.

A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

A.14. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

A.15. Award of Contract

A.15.1. The Procurement Division Manager may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the Procurement Division Manager to be in the best interest of the State of Oklahoma.

A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.

A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php> .

A.16. Contract Modification

A.16.1. The Contract is issued under the authority of the Procurement Division Manager who signs the Contract. The Contract may be modified only through a written Addendum, signed by the ODOT and the supplier.

A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procuring agency in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.17. Delivery, Inspection and Acceptance

A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the procuring agency.

A.18. Invoicing and Payment

A.18.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.

A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.

A.18.3. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.

A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.

A.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

A.19. Tax Exemption

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

A.20. Audit and Records Clause

A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

A.20.2. The successful supplier(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.21. Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.22. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

A.23. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

A.24. Termination for Cause

A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.

A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the Procurement Division Manager determines that an administrative error occurred prior to Contract performance.

A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the Procurement Division Manager determines that termination is in the State's best interest. The

Procurement Division Manager shall terminate the contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the Procurement Division Manager.

A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.26. Insurance

The successful supplier(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the procuring agency with evidence of such insurance and renewals.

A.27. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

A.29. Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

A.30. Special Provisions

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

B. SPECIAL PROVISIONS

B.1. Contract Period

B.1.1. The initial contract is for a twelve (12) month period, commencing August 2, 2026 through August 1, 2027. The contract may be renewed for up to four (4) one-year option periods, upon mutual agreement of both parties.

B.2. Indefinite Quantity Contract.

B.2.1. This is a firm fixed price contract for indefinite delivery and indefinite quantity for the supplies specified.

B.2.2. ODOT shall not guarantee any minimum or maximum amount under this contract.

B.3. Extension of Contract.

B.3.1. ODOT may extend the term of this contract up to 180 days if mutually agreed upon by both parties in writing.

B.4. Ordering.

B.4.1. Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders, or with the purchase card, by ODOT. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

B.5. Minimum Order Requirements

B.5.1. Minimum orders will not be accepted.

B.6. Volume Discounts

B.6.1. Proposers shall list any type of volume discount offered with their solicitation response.

B.7. Prompt Payment Discounts.

B.7.1. Discounts for prompt payment will not be considered in the evaluation of offers. However, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

B.8. Gratuities.

B.8.1. The right of the successful offeror to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful offeror, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of the Department of Transportation.

B.9. Proposal Conformity.

B.9.1. By submitting a response to this solicitation, the offeror attests that the supplies or services conform to specified contract requirements.

B.10. Indemnification and Hold Harmless Clause

B.10.1. The Contractor shall indemnify and save harmless ODOT, their respective officers, employees and agents from all claims, suits, or actions of every kind and character made upon or brought against ODOT, their respective officers, employees and agents, for or on

account of any injuries or damages received or sustained by any part or parties by or from acts of said Contractor or its servants, agents, and subcontractors, in doing the work and rendered the services contracted for, or by or consequence of any negligence in operation, or any improper material or equipment used, or by or on account of any fact or omission of said Contractor or his or its servants, agents, and subcontractors. This hold harmless and indemnity obligation shall include attorney's fees, court cost and all other expenses incurred in the investigation and defense of any claim or suit.

B.11. Required Delivery.

B.11.1. Delivery shall be made as ordered by the agency.

B.11.2. Delivery to End Users: Authorized Users are located throughout the State, both within and outside of major metropolitan areas. Whenever possible, Authorized Users will work with Contractor to develop delivery schedules. All deliveries must be made on days and times acceptable to Authorized Users.

B.12. Product Acceptability.

B.12.1. Proposals will be considered only on products, manufactured or produced for distribution for use in the United States.

B.12.2. Products shall be new and current. Factory reconditioned, refurbished or second equipment will not be accepted.

B.13. Product Availability.

B.13.1. Product proposed must be a current product available for general marketing purposes at the opening of this solicitation. Perceptive offeror must use best effort to assure product availability through duration of contract period.

B.13.2. ODOT will not allow any cancellation of products without an equal and acceptable replacement approved by the Contracting Officer. Contractors should communicate manufacturer's discontinuation of any products to the Contracting Officer in writing within five (5) business days of notification by manufacturer. In such instances, Contractors should work with the Contracting Officer to identify and implement alternative options that will maintain or reduce costs associated with the replacements. Contractors should offer suggested replacements of discontinued products at least 30 days prior to substitution, including replacement product number, description, and final price.

B.14. Warranty.

B.14.1. The Successful offeror agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such products; and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State of Oklahoma by any other clause of this contract.

B.15. Testing for Conformance

B.15.1. Items may be tested for compliance with specifications by appropriate testing laboratories. The data derived from any test for compliance with specifications are public records and open to examination thereto in accordance with Oklahoma Statutes.

B.15.2. Items delivered not conforming to specifications may be rejected. Any violation of these stipulations may result in supplier's name being removed from the Central Purchasing Supplier Vendor listing.

B.15.3. In all cases when material fails to meet specification the cost of testing shall be paid for by the vendor, both on samples and delivered material.

B.16. MSDS Sheets

B.16.1. MSDS sheets must be supplied for products with delivery of product if requested.

B.17. Travel

B.17.1. No reimbursable travel is contemplated under the terms of this contract.

B.18. Additional Insurance Requirements

B.18.1. Please refer back to A.25 for basic insurance requirements. This contract requires the additional requirements as stated below.

B.18.1.1. Public Liability and Property Damage Insurance covering all operations and activities hereunder in the following minimum limits (but in no event less than the statutory limits found at 51 Oklahoma Statutes, Section 151 et. Seq. or successor or amendatory statutes):

B.18.1.2. Bodily Injury Liability in the amount of not less than \$100,000 for injuries, including accidental death and products liability, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 for one occurrence.

B.18.1.3. Property Damage Liability in the amount of not less than \$25,000 for any one accident including products liability and an aggregate limit of \$1,000,000 per occurrence.

B.18.1.4. Combined aggregate liability coverage shall not be less than \$2,000,000 (two million) for bodily injury, death, and property damage.

B.18.2. A Comprehensive Business Auto policy with a minimum limit of not less than \$1,000,000 (one million) combined single limit for bodily injury and property damage, providing coverage for at least any and all leased, owned, hired, or non-owned vehicles used in any of the Contractor's activities pursuant to this agreement, with any self-insured retention not excluding \$100,000. Any and all mobile equipment which is not covered under this Comprehensive Business Auto policy shall have said coverage provided for under the Comprehensive General Liability policy.

B.18.3. Contractor will furnish ODOT with all certificates necessary to show the existence of all such insurance coverage. Said insurance coverage shall provide that ODOT are additional named insured under said policy or policies and that said policy or policies cannot be cancelled or materially modified except upon thirty (30) days advance written notice to ODOT. The foregoing provision regarding additional named insured shall not create or be deemed to create any liability on the part of said additional named insured which would not otherwise exist under the laws of the State of Oklahoma.

B.19. Civil Rights Act of 1964

B.19.1. The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 O.S. 252, 42 U.S.C. 200d et. Seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 – "Nondiscrimination in federally assisted programs of the Department of Transportation – effectuation of Title VI of the Civil Rights Act of 1964".

B.20. Equal Employment Opportunity

B.20.1. In connection with the execution of this CONTRACT, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The CONTRACTOR shall take affirmative action to ensure the applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age or national origin. Such actions shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B.21. Assignment

B.21.1. The Contractor shall NOT sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts or any portion thereof, or of his right, title, or interest therein, without written consent of ODOT. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to not less than 80% of the total contract cost, except that any items designated in the contract as “specialty items” may be performed by sub-contract and the cost of any such “specialty items” so performed sub-contract may be deducted from the total cost before computing amount of work required to be performed by the Contractor with his own organization. For this contract, “specialty items” will be defined to include the following activities: 1) Construction signing and traffic control and 2) Joint sealing. Request for permission to sublet, assign, or otherwise dispose of any portion of the contract shall be in writing and accompanied by a statement showing that the organization which will be performing the work is particularly experienced and equipped for such work. No sub-contracts, or transfer of contract, shall in any case release the Contractor of his liability under the contract and bonds.

B.22. Cure Cause & Breach of Contract

B.22.1. Upon written notification from requesting agency concerning the Contractor’s failure to perform up to contract specifications, the Contractor shall have three (3) calendar days to cure said deficiency and document cure to requesting agency. Three such occurrences within the contract period shall be deemed breach of contract by the Contractor and cause for ODOT to cancel this contract on seven (7) Days written notice to the Contractor.

B.22.2. In the event of cancellation of this contract, the Contractor agrees to perform the terms and conditions of this contract up to and including date of cancellation, as though no cancellation has been made.

B.23. Work Overload Clause

B.23.1. Should circumstances be such that the Contract is unable to keep up with the work demand in a timely manner, at no fault of the Contractor, then ODOT reserves the right to seek additional services of other contractors. Such action shall not nullify this contract.

B.24. Negotiations

B.24.1. The offeror is advised that under the provisions of this Request for Proposal, ODOT reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. ODOT may negotiate if deemed necessary, and will determine the scope and subject of any negotiations. However, the Offeror should not expect that ODOT will negotiate to give the Offeror an opportunity to strengthen its proposal. Therefore, the Offeror must submit its best offer based on the terms and condition set forth in this solicitation. If such negotiations are conducted, the following conditions shall apply.

B.24.2. Negotiations may be conducted in person, in writing, or by telephone.

B.24.3. Negotiations will only be conducted with potentially acceptable proposals. The Central Purchasing Division reserves the right to limit negotiations to those proposals that received the highest rankings during the initial evaluation phase. All offeror’s involved in the negotiation process will be invited to submit a best and final offer.

B.24.4. Terms, conditions, prices, methodology, or other features of the offeror’s proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal

B.24.5. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless ODOT determines that a change in such requirements is in the best interest of the ODOT.

B.25. Price Increases

B.25.1. Prices are to remain firm during the first ninety (90) days of the contract. After that date, if there has been an industry-wide price increase, vendors may request an increase in the same amount as the announced price increase from the manufacturers or an industry index, such as the ENR Construction Cost Index. Price increases can only be requested once every quarter. Price increase requests must be submitted thirty (30) days before the change is to be effective. Increases will not affect any orders issued prior to the effective date of the changes.

B.26. Price Decreases

B.26.1. Price decreases are expected to be passed on to the State as supplier(s) receive them from manufacturers. Supplier(s) are to notify ODOT Procurement in writing regarding price decreases and include a revised price list. ODOT will have up to thirty (30) days to implement any requests for price decreases.

B.27. State Purchase Card (P-Card)

B.27.1. The State currently has a contract with Bank of America to enable selected State employees to purchase needed goods and services using a State of Oklahoma purchasing card. This card functions as any consumer or commercial VISA card. There shall be no additional cost to a using entity for use of purchasing cards as a payment method. Please complete the information below as to whether your company will accept the State of Oklahoma purchasing card.

_____ - Yes – we will accept the State of Oklahoma purchasing card.

_____ - No – we will not accept the State of Oklahoma purchasing card.

B.28. Federally Funded Projects

B.28.1. Federal funds may be utilized for some projects under this contract. Contractor will be responsible for following all federal guidelines and requirements to include, but not limited to:

B.28.1.1. FHWA 1273;

B.28.1.2. Section 106.01(B) Buy America from the 2019 Oklahoma Standard Specifications for Highway Construction;

B.28.1.3. Award/contract for line items with the “Federal” designation.

B.29. Authority for Solicitation

B.29.1. ODOT is issuing this solicitation in accordance with Oklahoma State Statute, Title 74, Chapter 4, Section 85.12.B.3

C. SOLICITATION SPECIFICATIONS

C.1. Purpose of the Contract

C.1.1. The Oklahoma Department of Transportation (ODOT) is soliciting proposals from interested firms to establish a contract to provide labor, equipment, material, stamped engineered design, supervision & service warranty, and to provide “on-call” services as needed for Geohazard Mitigation using the methods as defined within these specifications. Material Specifications are listed in Exhibit “A” and Installation Specifications are listed in Exhibit “B”.

C.1.2. These services will be provided primarily to the Oklahoma Department of Transportation (ODOT), Oklahoma Turnpike Authority (OTA) and Oklahoma Aeronautics Commission (OAC).

C.1.3. Other state & local agencies, institutions, and other public bodies may utilize the contract with written permission by the Office of Management & Enterprise Services (OMES) State Purchasing Director.

C.1.4. All actions, duties, and obligations required by the CONTRACTOR apply to the CONTRACTOR's agents and employees. All legal protections shall be extended to the Oklahoma Department of Transportation (ODOT) and any State entity involved with this contract.

C.1.5. Throughout this contract and offer sheet, any reference to “interstate” shall be inferred to also mean any limited-access divided freeway.

C.1.6. Vendor will not start work until directed by ODOT, OTA or OAC personnel.

C.2. Contractor Requirements

C.2.1. Work shall consist of the Contractor stabilizing identified landslides or other Geohazards by internally reinforcing the soil mass with reinforcing elements (soil nails) using installation methods as specified in this contract. ODOT will identify locations of all work to be performed as specified herein.

C.3. Site Visits

C.3.1. The Contractor shall be called out for a site visit in company with ODOT's Material & Research and/or Maintenance personnel prior to issuance of a Purchase Order. The Contractor shall schedule the site visit within 24 hours following notification by ODOT personnel. The purpose of the site visit will be for the Contractor to evaluate and prepare an estimate of the materials and services needed to repair the site to the engineer's specifications. The Contractor shall provide a detailed written estimate of materials and services needed to repair the site to ODOT's specifications within 24 hours following the site visit. Any necessary subsurface exploration, site survey, and slope stability modeling to prepare the estimate is the responsibility of the Contractor. If it is determined that a subsurface exploration is required, the time frame required to conduct the subsurface and exploration and provide a repair estimate will be jointly agreed upon by ODOT and the Contractor.

C.4. Warranty

C.4.1. All written estimates must contain a warranty statement guaranteeing the full roadway stability for the repaired section for a period of five (5) years, commencing upon completion of permanent installations and that any necessary repairs will be made in a timely manner at no cost to ODOT. This warranty statement must be jointly endorsed by the Contractor and the Contractor's Engineer.

C.5. Engineering Plans

C.5.1. Following review of the repair estimate and issuance of a purchase order, the Contractor will provide all necessary engineering plans and details required to successfully repair landslides for review by either the ODOT Materials & Research Division or by an authorized agency administrator. These plans shall be stamped by a registered Professional Engineer (PE), licensed in the State of Oklahoma, who is knowledgeable in the design and implementation of slope stabilization with soil nails and related work. Changes or deviations from the approved submittals must be resubmitted for approval. No adjustments in project time will be allowed due to incomplete submittals. The PE stamped submittals shall include, at a minimum, the following information:

C.5.1.1. A description of the soil nail construction sequence and a schedule for the work.

C.5.1.2. A description and detail of the size, length and spacing of soil nails to be placed in order to meet required factors of safety for global stability of the repair as determined by the Contractor's Engineer and ODOT. The materials and components selected will meet a 75 year design life. Designs will include consideration of appropriate loadings, geometry, and material properties associated with the native soils, backfill, reinforcement connections, facing, and other design elements.

C.5.1.3. All necessary details to successfully construct any temporary/permanent facing and drainage system.

C.5.2. Repair operations commencement and submittal of stamped plans shall be within 48 hours following purchase order issuance, or per the schedule agreed to by the Division Maintenance Engineer approving the Work Order. Once repair has commenced, it must continue until completion. The Contractor must also have the ability to design and repair multiple sites at the same time, if necessary, to provide maintenance and emergency repairs as required.

C.6. Vendor Qualifications

C.6.1. Staff Requirements

Timeliness of contract execution is critical to the success of emergency repairs. To meet the needs of providing emergency design/build services Vendor must show that they have registered engineers on staff (consultants and manufacturer's representatives will not qualify), and enough operational soil nail installation rigs, crews, and engineers to deploy to up to three (3) sites simultaneously. ODOT reserves the right to contact references and investigate past performance and qualifications of the Vendor, and employees, including contacting third parties and/or the references provided by the Vendor.

Vendor's registered engineer(s) involved in each project are expected to be continuously involved for the duration of each job including, but not limited to, the design phase, providing site supervision, coordinating with ODOT engineers/representatives and revising engineering plans, if necessary, based on conditions encountered during each job.

C.6.2. Equipment Requirements

C.6.2.1. The Vendor must be capable of providing equipment necessary to perform multiple projects simultaneously.

C.6.2.2. Equipment used for soil nails must be capable of installing soil nails up to 80 feet in length and six inches in diameter.

C.6.2.3. The vendor must be capable of providing equipment that can perform the work operations from the roadway, if necessary, while maintaining one lane of traffic. Equipment shall have a minimum reach of 15 feet for work above and below the roadway elevation.

C.6.2.4. All equipment must be new or like new and current model(s).

C.6.2.5. The vendor may propose the use of new equipment of advanced technology after the award of the contract, but use of the equipment shall be by mutual agreement to install such equipment and must be added to the contract in accordance with Section H.2.1. The price of the new technology equipment cannot exceed the cost of the award contract without mutual agreement.

C.7. Operator Requirements

C.7.1. All crew persons and operators shall possess the knowledge, skills, and abilities to perform all aspects of operation of the equipment and to follow the practices and methods of roadway maintenance and construction used by the Equipment operators and foreman shall have experience installing soil nails with the Contractor's organization. Upon request, the Contractor must submit documentation to an ODOT Materials & Research representative showing that project personnel have appropriate qualifications.

C.7.2. The Contractor's operators shall not create any hazardous condition with the operation of the equipment. All personnel shall at all-time wear approved protective clothing, safety vests, and any other equipment required to meet OSHA and ODOT standards. They will obey all traffic and safety rules and regulations.

C.8. Rig and Crew Requirements

C.8.1. The Vendor must have at least three (3) operational soil nail installation rigs (owned or currently leased through the end of this contract period) and three (3) qualified crews readily available for deployment within 48 hours to multiple locations simultaneously. Soil nail rigs must be capable of either installing launched soil nails or drilling a hole up to 80 feet in length and six inches in diameter.

C.8.2. Spider Excavator Services

C.8.2.1. The Contractor shall provide and operate a Spider Excavator where conventional tracked equipment cannot safely access the work due to steep slopes, uneven surfaces or areas as required due to environmental sensitivity at the project location. These excavators shall be capable of independently moving each leg to maintain stability while being operated, and be equipped with winch for additional safety. The Spider shall include the project specified attachments. Attachments may include: buckets, geotechnical drills, augers, hydraulic breakers, pole setters, masticators or other hydraulic attachments.

C.8.2.2. Spider Excavation Operator: Contractor shall demonstrate that a qualifying operator has a minimum of 5 qualifying operators:

- 2 x foreman having 1000 hours experience operating a spider excavator.
- 3 x foreman having 500 hours experience operating a spider excavator.
- Pricing shall include an additional safety spotter

C.8.3 Horizontal Drain Installer (over 30 LF)

C.8.3.1. Perform the horizontal drain construction using company and personnel experienced in horizontal drain construction work. Submit a list to the Agency for approval identifying the drilling operators and on-site supervisors assigned to the Project and the company's experience relevant to the Project. Experience relevant to the anticipated subsurface materials, groundwater conditions, horizontal drain lengths, and any special construction techniques used is required. Before the preconstruction conference provide the following information to verify the firm's experience and the qualifications of personnel scheduled to perform the horizontal drain construction.

C.8.3.1.1. Submit a project reference list of at least five separate horizontal drain projects successfully completed by the horizontal drain installer in the last five years, with horizontal drain lengths of 800 feet, at inclinations from minus 5 to plus 20 degrees from horizontal and in geotechnical conditions similar to those described in the geotechnical report. Demonstrate the horizontal drain installer has operated two or more horizontal drain drill rigs concurrently on a project, including the use of additional crews to perform multiple shifts. Include a brief description of each project and the owner's contact person's name and current phone number for each project listed. Include the contract value, scheduled and actual completion dates, location of project, horizontal drain lengths and the type(s) of terrain.

C.8.3.1.2. Provide on-site supervisors who have at least two years' experience in supervising construction of horizontal drains of similar lengths and scope to those shown in the Plans and in similar geotechnical conditions. Experience includes the direct supervisory responsibility for the on-site construction.

C.8.3.1.3. Provide drill operators who have a least one year experience in the construction of horizontal drains.

C.9. Limited Access Shotcrete Capabilities

C.9.1. The Vendor must have written policies demonstrating the ability to install shotcrete by wet-mix/dry-mix methods, while in compliance with ANSI A92.22 standards, and subsequent updates. The Vendor must also own at least one shotcrete robot capable of reaching over the guard rail, below the roadway platform to apply shotcrete on a near vertical face.

C.10. Key Personnel Requirements

The Vendor shall also demonstrate that each member of its team possesses the following required elements of responsibility:

C.10.1. Firm: The Vendor's firm must have, within the last five (5) years, successfully stabilized no less than ten (10) active landslides using each of the soil nail types that the Vendor is choosing to propose in this contract (self-drilling soil nails, permanently cased soil nails, launched soil nails) on an active, public roadway while maintaining traffic on the impacted roadway. All soil nail work must be performed by the Vendor's firm to meet this requirement.

C.10.2. Engineer: Three (3) registered professional engineers under full-time employ of the Vendor and have at least five (5) years of verifiable experience in landslide stabilization using soil nails. In addition, the Vendor's engineer must have successfully designed no less than ten (10) projects within the last five (5) years which successfully stabilized an active landslide using each of the soil nail types that the Vendor is choosing to propose in this contract (self-drilling soil nails, permanently cased soil nails, launched soil nails) on an active, public roadway while maintaining traffic on the impacted roadway.

C.10.3. Project Manager/Superintendent: Have successfully managed no less than ten (10) projects within the last five (5) years which successfully stabilized an active landslide using each of the soil nail types that the Vendor is choosing to propose in this contract (self-drilling soil nails, permanently cased soil nails, launched soil nails) on an active, public roadway while maintaining traffic on the impacted roadway.

C.10.4. Soil Nail Rig Operators: Have successfully operated rigs on no less than five (5) projects within the last five (5) years which successfully stabilized an active landslide using

soil nails on an active, public roadway while maintaining traffic on the impacted roadway. Vendor must have at least three (3) operators that meet these requirements.

C.10.5. Shotcrete Nozzlemen: Maintain current ACI certification. Must have installed at least 10,000 square feet of shotcrete in the last five (5) years to stabilize an active landslide on an active, public roadway while maintaining traffic on the impacted roadway. Vendor must have at least three (3) individuals that meet these requirements.

C.10.6. Sculpted Shotcrete Lead Sculptor: The Contractor shall designate a Lead Sculptor responsible for directing all sculpting, texturing, and coloring operations. The Lead Sculptor shall be present on-site during all aesthetic finishing operations and shall have a minimum of eight (8) years of experience in naturalistic rock sculpting using shotcrete, with verifiable experience on a minimum of three (3) completed projects of similar scope within the past five (5) years.

C.11. Personnel Replacement

C.11.1. Replacement of these key personnel (listed in Section C.10) will only be permitted with the prior written approval of ODOT. Proposed replacements shall demonstrate their experience with the elements listed in Section C.10.

C.12. Other Requirements

The following are additional qualifications for the Vendor:

C.12.1. The Vendor shall provide a copy of any official documentation which reflects any written warnings or violations of any local, state, or federal environmental laws or regulations during the last ten (10) years. ODOT will evaluate to determine if the Vendor's criminal history demonstrates inappropriate character, integrity, reputation, judgment, and experience of the Vendor.

C.12.2. The Vendor should submit all required qualification information at the time of bidding. Failure to do so may result in a bid being deemed unresponsive.

C.12.3. ODOT reserves the right to request any additional explanation or information, which would assist in evaluating the qualifications of the Vendor, and Proposal, including price.

C.13. Material Specifications and Service Descriptions

C.13.1. All work shall be performed in accordance with the 2019 Oklahoma Standard Specifications for Highway Construction - English.

C.13.2. The Contractor shall comply with AASHTO Specifications, or accepted industry standards for any specific items not addressed herein or elsewhere in the Contract Documents.

C.13.3. See Exhibit "A" for Specifications

C.13.4. See Exhibit "B" for Methods of Installation

C.14. Quality Control

C.14.1. Soil Nail Sampling and Testing:

C.14.1.1. Acceptance of the Soil Nails will be by Contractor's certification to ODOT stating the material composition and installation conforms to these specifications, combined with visual inspection of the in-place Soil Nails and Shotcrete by ODOT. ODOT reserves the right to require testing by the Contractor. Any requested testing of the soil nails shall follow these procedures:

C.14.1.1.1. Equipment: A dial gauge capable of measuring to 25.4 µm (0.001 inch) shall be used to measure movement. A hydraulic jack and gauge calibrated

as a unit shall be used to apply the test load. The pressure gauge shall be graduated in 690 kPA (100psi) increments or less and used to measure the applied load. The test loads shall be applied incrementally.

C.14.1.1.2. Pullout Testing: Install one (1) nail per horizontal row but no more than three (3) percent of the total number of nails as non-service nails and load test to pullout failure. Pullout failure is defined as movement in excess of one (1) mm (0.04 inch) between the 1-minute and 10-minute reading or 2 mm (0.08 inch) per log cycle of time over a minimum load hold period of sixty (60) minutes. The test nails shall be installed and tested as each level at a rate consistent with construction operations. The test length of nail shall be chosen to cause pullout failure prior to steel yield, but it shall not be less than 2.4 m (8ft) or 2.1 m (7ft) where construction boundaries shown on the contract plans do not allow 2.4 m (8ft) nails. A minimum ungrouted zone of one (1) m (3ft.) in length to the face shall be provided.

C.14.1.1.3. Each test soil nail using the drilling method shall be grouted in place as part of a regular production grouting process. After grouting, the nail shall not be loaded for a minimum of three (3) days, or until grout has reached minimum design compressive strength. Reaction frames should not bear on the shotcrete face with a one (1) m (3ft.) radius of the center of the drilled hole.

C.14.1.1.4. The pullout test shall be made by incrementally loading the nail. The nail movement shall be measured and recorded to the nearest 25.4 μ m (0.001 inch) with respect to the independent fixed reference point at each increment of load. The test shall be monitored with a pressure gauge. The load hold period shall start as soon as the test load is applied. Movement shall be recorded at 0, 1, 2, 3, 4, 5, 6, and 10 minutes. If the load is extended, the nail movement shall be recorded at 15, 25, 30, 45 and 60 minutes. Each increment of load shall be no greater than 25 percent of the design load of the nail tested. The loading shall be terminated at failure or earlier at the option of the Contractor if at least twice the design unit bond stress is demonstrated.

C.14.1.1.5. Acceptance Criteria: The nail deemed acceptable if the unit bond stress at a failure load or test termination is equal to or greater than twice the design unit bond stress. Unacceptable test results shall result in modifications to design or construction procedures. Any modifications of design or construction procedures shall be at the Contractor's expense, and the verification testing procedure shall be repeated as required by ODOT. Graphs shall be plotted during the test of deflection against load.

C.14.2. Shotcrete and Grout:

C.14.2.1. Acceptance of shotcrete will be by visual inspection of the work by the ODOT Representative. ODOT reserves the right to require testing by the Contractor. If ODOT will require construction materials testing, they shall notify the contractor in advance of the project so that the contractor may come with the tools/equipment necessary to facilitate testing.

C.14.2.2. The contractor shall prepare materials to be tested, and material tests shall be conducted by ODOT, or ODOT's approved CMT laboratory. ODOT may request the Vendor perform the construction materials testing and will be invoiced as ancillary to the contract.

C.14.2.2.1. Grout cubes shall be tested per ASTM C109/ AASHTO T106.

C.14.2.2.2. Shotcrete shall be tested per the following.

C.14.2.3. Test panels:

C.14.2.3.1. Construct a test panel for and each work day or for every 50 CY placed, whichever results in the most panels. The face dimensions of a test panel shall be a minimum of 16 x 16 in. with a minimum depth of 5 in.

C.14.2.3.2. Condition test panels in accordance with ASTM C1140/C1140M until transported to the testing agency's laboratory.

C.14.2.3.3. Obtain test specimens from test panels using procedures outlined in ASTM C1140/C1140M or C1604/C1604M. Cores shall be a nominal 3 in. diameter.

C.14.2.3.4. Test shotcrete specimens for compliance in accordance with ASTM C1604/C1604M for compressive strength.

C.14.2.3. Sculpted Shotcrete - Prior to full-scale installation, the Contractor shall construct a mockup panel, not less than 5x5, representing the full finished aesthetic treatment including sculpting, texturing, coloring, staining, and sealing. The mockup shall be constructed on site approved by the Engineer. The mockup shall be reviewed and approved in writing by the Engineer before production work begins and shall be retained on-site for the duration of the project as the quality reference standard for all production work.

C.14.3. Shoulder Build-up

Prior to beginning work, the Contractor shall submit the following for Engineer review and approval:

1. Formwork and Sonotube layout plan, including guardrail post cutout locations and dimensions, coordinated in writing with the guardrail installer.
2. Reinforcing steel placement plan showing bar sizes, spacing, and lap splice locations.
3. Drainage details showing weep hole spacing and geocomposite drain strip locations.
4. On-site supervisor qualifications.
5. Construction sequence plan demonstrating the order of formwork installation, shotcrete shell placement, required cure period, and void fill placement to protect the integrity of the existing soil nail wall system.

Shotcrete mix design, nozzleman certifications, and all other shotcrete submittals shall conform to the Reinforced Shotcrete specifications in the Contract. Void fill submittals shall conform to the Cementitious Void Fill specifications in the Contract.

C.15. ODOT Responsibilities

C.15.1. Traffic Control, Public Notification, Permits, Etc.

C.15.1.1. When specified, ODOT will provide all traffic control, guardrail, public notification, clearing of the site, excavation, environmental controls, paving, re-establishment of vegetation, and permits and will arrange and obtain access to adjacent property as needed.

C.15.1.2. All traffic control shall be in accordance with the latest edition of the Manual of Uniform Traffic Control Devices, Chapter VI, and the ODOT standard drawings.

C.15.1.3. If the stabilization area exceeds 20 feet above or below the road platform, ODOT will work with the Contractor(s) on a case-by-case basis to ensure the job will be successful. ODOT may provide benching and access roads for these stabilization areas

of more than 20 feet. For stabilization areas less than 20 feet, the Contractor(s) will be expected to work from the road surface.

C.16. Method of Measurement & Payment

C.16.1. Self-Drilling Soil Nails (EA)

C.16.1.1. ODOT will measure self-drilling soil nails in seven units of measure. They will be measured up to 20 feet, up to 30 feet, up to 40 feet, up to 50 feet, up to 60 feet, up to 70 feet, and up to 80 feet in length. ODOT will not make payment for materials on site and not installed. Upon receipt of proper invoices, ODOT will pay for the materials delivered and installed and accepted at the Contractor's unit price per nail. ODOT will not make payment for materials on site and not installed. Payment at the contract unit price each shall be full compensation for all labor, materials, equipment, and incidentals to furnish and place required nails.

C.16.2. Permanently Cased Soil Nails (EA)

C.16.2.1 ODOT will measure permanently cased soil nails in seven units of measure. They will be measured up to 20 feet, up to 30 feet, up to 40 feet, up to 50 feet, up to 60 feet, up to 70 feet, and up to 80 feet in length. ODOT will not make payment for materials on site and not installed. Upon receipt of proper invoices, ODOT will pay for the materials delivered and installed and accepted at the Contractor's unit price per permanently cased soil nail. ODOT will not make payment for materials on site and not installed. Payment at the contract unit price each shall be full compensation for all labor, materials, equipment, and incidentals to furnish and place required nails.

C.16.3. Launched Soil Nails (EA)

C.16.3.1. ODOT will measure launched galvanized soil nails up to 20 feet. ODOT will not make payment for materials on site and not installed. Upon receipt of proper invoices, ODOT will pay for the materials delivered and installed and accepted at the Contractor's unit price per launched galvanized soil nail. ODOT will not make payment for materials on site and not installed. Payment at the contract unit price each shall be full compensation for all labor, materials, equipment, and incidentals to furnish and place required nails.

C.16.4. Shotcrete (SF)

C.16.4.1. ODOT will measure shotcrete in square feet based on 4, 6, 8, and 12 inch section thickness. Upon receipt of proper invoices, ODOT will pay for the materials delivered and installed and accepted at the Contractor's unit price per square feet. ODOT will not make payment for partial deliveries. ODOT will not make payment for materials on site and not installed. Payment at the contract unit price per square foot shall be full compensation for all labor, materials, equipment, drains, reinforcing steel, shotcrete, and all incidentals to furnish and place shotcrete around the soil nails, including but not limited to any preparatory trimming and cleaning of soil/rock surfaces and shotcrete cold joints in preparation for receiving new shotcrete.

C.16.5. Sculpted Shotcrete

C.16.5.1. Will be measured by the square foot of completed and accepted finished surface area, as defined by the limits shown on the Plans or as directed by the Engineer. Sculpted Shotcrete is an aesthetic finish item and shall be paid as an add-on to the applicable structural shotcrete line item. Payment at the per square foot contract unit price shall be full compensation for all labor, materials, equipment, finish coat application, sculpting, texturing, staining, sealing, mockup construction, submittals, surface protection, and all incidentals necessary to complete the work as specified.

***Example:* Nominal 6-inch Reinforced Shotcrete with sculpted finish = [Sculpted Shotcrete**

(/SF) × SurfaceArea] + [6 – inchReinforcedShotcrete(/SF) × Surface Area]

Pay Item	Pay Unit
Sculpted Shotcrete Mockup	Lump Sum
Sculpted Shotcrete up to 3 in.(areas over 1,500 SF)	Square Foot
Sculpted Shotcrete up to 3 in. (Less than 1500 SF)	Lump Sum
Reinforced Shotcrete (per applicable thickness)	Billed under Shotcrete Line

C.16.6. Wire Mesh Surface Treatment (SF)

C.16.6.1. ODOT will measure wire mesh surface treatment in square feet. Payment at the contract unit price per square foot shall be full compensation for the materials, labor, and equipment necessary for the placement of the wire mesh surface treatment.

C.16.7. Horizontal Drains (LF)

C.16.7.1. ODOT will measure horizontal drains in linear feet. Upon receipt of proper invoices, ODOT will pay for the materials delivered and accepted at the Contractor's unit price per linear feet per site as required. ODOT will not make payment for partial deliveries. Payment at the contract unit price for each unit shall be full compensation for all materials.

C.16.8. GCS Wall Geosynthetic Fabric (SF)

C.16.8.1. ODOT will measure geosynthetic fabric in square feet. Payment at the contract unit price per square foot shall include all costs of providing the fabric, which will be installed by ODOT or the Contractor.

C.16.9. GCS Wall Concrete Masonry Units (EA)

C.16.9.1. ODOT will measure the concrete masonry units per each for every unit incorporated into the work. The price bid for each unit shall include all costs of providing the units, which will be installed by ODOT or the Contractor.

C.16.10.1. GCS Wall Construction (SF)

C.16.10.1.1. If ODOT is unable to provide the resources to construct the GCS Wall under the direction of the Contractor, ODOT may opt to pay the Contractor to build the GCS Wall. ODOT will still provide the granular fill, but the Contractor will place and compact the fill in 8" lifts per design

C.16.10.1.2. Payment at the Contract unit price shall be full compensation for all design, labor, materials, equipment, and incidentals to construct the GCS Wall on behalf of ODOT.

C.16.10.1.3. Measurement and payment of geosynthetic Fabric and Concrete Masonry Units used shall be paid separately and not included in this item.

C.16.11. Mobilization/Demobilization (LSUM)

C.16.11.1. For each delivery order, ODOT will measure mobilization/demobilization as one lump sum, upon completion of all other work on a delivery order and receipt of proper invoices, ODOT will pay for mobilization/demobilization at the Contractor's lump sum unit price.

C.16.11.2. Payment at the lump sum price bid shall be full compensation for all materials, labor, equipment, and incidentals; to move personnel, equipment, supplies, and incidentals to and from the project site.

C.16.11.3. If equipment can be transported under its own power to an adjacent site(s) within a reasonable distance and agreed upon by ODOT and the Contractor, mobilization/demobilization will not be paid by ODOT for the additional site(s).

C.16.12. Casing Installation (LF)

ODOT will measure casing installation in linear feet. Upon receipt of proper invoices, ODOT will pay for the materials delivered and installed and accepted at the Contractor's unit price per linear feet. ODOT will not make payment for materials on site and not installed. Payment at the contract unit price each shall be full compensation for all labor.

C.16.13. Cementitious Grout (CF)

C.16.13.1. ODOT will measure Cementitious Grout in Cubic Feet (CF). Payment at the Contract Unit Price per cubic foot shall be full compensation for all labor, materials, equipment, and incidentals to furnish and place cementitious grout including but not limited to any finish work to cap drill holes.

C.16.14. Targeted Soil Mixing (SF)

C.16.14.1. ODOT will measure Targeted Soil Mixing in square feet of treated area measured along the slope based on stabilization up to 6-ft, 10-ft, and 12 ft. in depth.

C.16.14.2. Upon receipt of proper invoices, ODOT will pay for the materials delivered and installed and accepted at the Contractor's unit price per square feet. ODOT will not make payment for partial deliveries.

C.16.14.3. ODOT will not make payment for materials on site and not installed. Payment at the contract unit price per square foot shall be full compensation for all labor, materials, equipment, and all incidentals to furnish and place the targeted soil mixing. The square footage will be determined by the full slope area that the treatment area is designed to stabilize and may include areas above and below the disturbed areas.

C.16.15. Sheet Pile (SF)

C.16.15.1. ODOT will measure the Sheet Pile units per each for every unit incorporated into the work. The price bid for each unit shall include all costs of providing the units, which will be installed the Contractor.

C.16.16. Maintain and Control Traffic (WK)

C.16.16.1. ODOT will measure Maintain and Control Traffic by week. Partial weeks will be invoiced as full weeks unless negotiated with Vendor.

C.16.17. Site Preparation and Restoration (DY)

C.16.17.1. ODOT will measure site preparation activities per day of work needed.

C.16.17.1.1 Time on site of 0-4 hours will be billed for a half day, while 4+ - 8 hours will be billed for a full day.

C.16.18. Excavation (CY)

C.16.18.1. ODOT will measure Excavation by cubic yards (CY). Verification of quantities shall be confirmed by ODOT inspector by either:

C.16.18.1.1 Calculating the dimensions of the excavation and applying 1.3 swell factor; or

C.16.18.1.2 Collecting truck tickets from hauling service. Upon receipt of proper invoices, ODOT will pay for the quantity of the excavated material that was accepted by ODOT at the Vendor's unit price per cubic yard.

C.16.19. Hauling (DY)

C.16.19.1. ODOT will measure Hauling by the number of days hauling services were rendered (DY). Prorating partial days of hauling services shall be allowed.

C.16.20. Limited Access Drilling Adder (LF)

C.16.20.1. ODOT will measure Limited Access Drilling Adder per liner foot (LF). This will be in addition to the line items used to install the contracted items.

C.16.20.2. ODOT will not make payment for materials on site and not installed. Payment at the contract unit price per linear foot shall be full compensation for all labor, materials, equipment, and all incidentals to perform limited access drilling services.

C.16.21. Shoulder Build-up (Form Work -LF; Cementitious Void Fill – CY)

C.16.21.1. Shotcrete Shoulder Build-Up will be measured and paid for by the linear foot of completed and accepted work.

C.16.21.2. Payment at the contract unit price shall be full compensation for all labor, materials, equipment, and incidentals necessary to establish the required roadside geometry, including surface preparation, reinforcement, bearing hardware, formwork, Sonotube/cutouts for guardrail installation, drainage provisions, and coordination with the guardrail installer.

C.16.21.3. Cementitious Void Fill will be measured and paid for by the cubic yard of cementitious void fill furnished and installed at the contract unit price, and shall be full compensation for all labor, materials, equipment, and incidentals.

C.16.21.4. Payment will not be made for partial deliveries. Payment will not be made for materials on site and not installed.

Reinforced Shotcrete will be measured and paid separately under their respective contract line items.

C.16.22. Spider Excavator Services (Day Rate for Excavator Crew)

C.16.22.1. Spider Excavator Services will be measured and paid for by the day rate for the crew to include Operator, Safety Spotter, Spider Excavator and all attachments.

C.17. Equipment Storage

C.17.1. The CONTRACTOR shall be responsible for storing his supplies and equipment. STATE maintenance yards shall not be used for these purposes. However, equipment may be left parked on STATE right-of-way provided there is at least a 50-foot clear zone between the white travel edgeline and the nearest portion of the equipment. The STATE shall not be liable for the CONTRACTOR's equipment in any way, or liable for any claims arising from incidents arising from said equipment, while this equipment is parked upon STATE right-of-way.

OKLAHOMA DEPARTMENT OF TRANSPORTATION ROCKFALL SCOPE OF SERVICES

The work covered by this special provision consists of:

1. Slope Scaling
2. Blasting
3. Rock Excavation
4. Installation of Rock Anchors
5. Installation of Wire Mesh
6. Placement of Shotcrete and Guniting

Rock Scaling

Scaling is the removal of loose and unstable rock and debris from the existing slopes to a safe, stable condition. This is achieved by removing all loose spalls and rocks not firmly keyed into the slopes. This is accomplished by using manual devices such as pry-bars, removal by hand, as well as the use of hydraulic, pneumatic or other jacks, hydraulic hammers. The Contractor will be required to scale the existing slopes within the limits shown on the plans and as determined by the Engineer and dispose of all material removed resulting from the scaling operation.

Trimming is the process of removing overhangs of loose and unstable rock from a cut slope by mechanical percussion and/or blasting methods. This includes "blast scaling" and air cushion blasting. Where air cushion blasting is used, blast holes must be 2 inches or less in diameter.

The rock slopes shall be thoroughly scaled by manual means. If manual means prove insufficient and if directed by the engineer the slopes will be drilled and blasted or air cushion blasting will be utilized to remove the hazardous rock.

In the event the Contractor is directed to perform scaling on a slope previously approved as complete by the Engineer, the additional scaling will be measured and paid for at the contract unit price for "Scaling". Scaling operations may require multiple scaling efforts across the slope during a project. For example, this may be required to safe up areas for other work, or where blasting will be conducted scaling may be required after blasting is complete. The quantity of scaling will be measured and paid at the Square Foot Unit Price as per the unit price table provided.

The contractor is advised that since scaling operations will entail considerable hazards due to falling rock and debris, the traveling public shall be adequately protected from falling rocks and debris by installing, before scaling and trimming operations are started, temporary rockfall barriers or other devices as approved by the Engineer. The height of the temporary measures shall be of sufficient height and capacity to contain the debris from the scaling operations from getting into the roadway.

Rock Scaling

SF

Rock Blasting

In areas where blasting will be required and approved by the engineer this item will be paid for per Cubic Yard of material generated from the blasting procedure. Measurement of the volume will be done by truck load and the volume per truck will be approved by the engineer or inspector on site. Drilling for the blasting will be paid for under the appropriate drilling item in the unit prices. The unit price for blasting shall be full compensation for all blasting materials, pre-blast surveys, placement of dynamite and detonation of the blast.

Rock Blasting

CY

Rock Sizing

In the event that the scaled or blasted material is too big for the equipment on site to manage or for the dump trucks to dump the blocks will be sized to make them more manageable. This will be accomplished by either drilling holes and utilizing a Boulder Buster or by utilizing a hydraulic breaker to break the blocks into manageable sizes. Rock sizing will be paid for by cubic yard of the block being sized. Determination of the individual blocks will be approved prior to the work by the engineer or by the inspector on site.

Rock Sizing

CY

Thread Bar

Thread bar in all sizes noted in the unit prices will be full payment for an installed fully grouted rock anchor. Payment will be for every linear foot successfully installed of rock anchor.

Thread Bar LF

Wire Mesh Fabric

Wire mesh fabric will be for all types as described in the unit prices successfully installed on the slope. Payment will be for every square foot of wire mesh fabric successfully installed.

Wire Mesh Fabric

SF

Temporary Rockfall Protection

The types of temporary rockfall protection will vary greatly from site to site and could be as little as the installation of jersey barriers up to 2 cranes suspending Type III wire mesh fabric. Because of this the extent of the temporary rockfall protection will be determined on a site by site basis and paid out on a cost plus basis.

Temporary Rockfall Protection

Cost + 15%

Concrete Buttress

Concrete buttress consists of shotcrete placed on the slope to reinforce rock structures that have been undercut by weathering or other means. A concrete buttress will be installed when a key block requires further reinforcement and removal of that key block would create a global instability and create increased costs in stabilizing the rock slope. Concrete buttress will be paid out per cubic yard successfully installed on the rock slope.

Concrete Buttress

CY

Horizontal Drain Pipes

Horizontal drain pipes will be installed in locations chosen by the engineer. Payment for horizontal drains will be for every linear foot of horizontal drain pipe successfully installed. Drilling for the drain pipes will be paid out at the unit price as either high reach or low reach drilling.

Horizontal Drain Pipes

LF

Anchor Testing

If required by the State either verification or proof testing will be performed on the installed anchors. The type of testing and quantity of tests will be determined by the engineer. Payment will be made for every anchor successfully tested on site.

Anchor Testing

Each

Limited Access Shotcrete/Gunite

Limited access shotcrete will be installed in locations and at a thickness determined by the engineer. Shotcrete is pneumatically installed on the slope as a wet mix and applied in lifts. Gunite is shotcrete installed as a dry process where the water is introduced at the nozzle by the nozzleman. Fiber reinforcement will be added as determined by the engineer. Shotcrete, gunite and fiber reinforcement will be paid out for every 1 inch square foot successfully placed on the slope.

Wet Mix/Dry Mix/Fiber Reinforcement

SF per IN

Rockfall Mobilization

Rockfall mobilization will consist of mobilizing personnel, equipment, and materials required to perform the agreed upon scope of work between the Department and GSI. Rockfall Mobilization will be paid for one each per project unless negotiated and agreed upon prior to awarding the project.

Rockfall Mobilization

EA

Other Items

Other items not included in the unit price list including, but not limited to, rock excavation, traffic control, asphalt repair, vegetation restoration, roadway subgrade excavation and guardrail removal/installation will be charged out a cost + 15% basis. No work may commence that is not included in the unit prices without prior approval of the engineer.

Other Items

Cost + 15%

D. EVALUATION

D.1. Evaluation Criteria

D.1.1. This solicitation will be evaluated with Best Value criteria in accordance with Title 74, Chapter 4, Section 85.2.2. Criteria will include, but not be limited to: Cost, Compliance with Specifications, and References. The order in which criteria is listed does not establish priority.

E. INSTRUCTIONS TO BIDDER

E.1. Questions

E.1.1. Questions regarding this solicitation must be submitted in writing to:
Linda.Martin@odot.ok.gov by 1:00 pm CST June 5th, 2026.

E.1.2. Vendors should reference the section of the RFP that the question is regarding.

F. CHECKLIST

None

G. OTHER

- G.1. Exhibit "A" - Material Specifications
- G.2. Exhibit "B" - Installation Specifications
- G.3. Exhibit "C" - Pricing Spreadsheet for Non-Federal Projects
- G.4. Exhibit "D" - Pricing Spreadsheet for Federal Projects
- G.5. Exhibit "E" – Proposer's Statutory Certification Form
- G.6. Exhibit "F" – Federal Contract Requirements
- G.7. Exhibit "G" - ODOT District Map
- G.8. Exhibit "H" – OTA Turnpike Map

H. PRICE AND COST

H.1. Pricing Sheet

- H.1.1. Exhibits "C" and "D" are provided for all respondents to submit pricing.

H.2. Price Increases

- H.2.1. Price increases will be permitted with the approval of the ODOT Procurement Division Director. Pricing shall be held firm for 90 days. Requests for price increases must be submitted in writing to ODOT Procurement Division at least 30 days prior to the effective date of increase. Documentation from manufacturer's a proposed revised price list must be submitted with request. Increases will not affect any orders issued prior to the price changes. Request for price increases may only be requested twice per contract year. See Section B.25 for additional information regarding price increases.

EXHIBIT "A" – MATERIAL SPECIFICATIONS

1. Self-Drilling Soil Nails

- A. Contractor must furnish self-drilling soil nails that consist of a hollow, threaded bar with a sacrificial drill bit. Multiple bars may be coupled to produce final length.
- B. Bar thread pattern should be continuous and conform to the pullout requirements of ASTM A 615 (Williams Form Engineering "B7X" or Ischebeck "Titan" bars, or approved equivalent).
- C. Bar outer diameters shall be a minimum of 1.5 inches and up to and 3 inches depending on design load.

2. Permanently Cased Soil Nails

- A. Contractor must furnish permanently cased soil nails that are a three stage construction including installation of:
 - B. An outer tube (minimum 1.5 inch outside diameter, minimum 0.120 inch wall thickness hot-dipped, galvanized steel tube that is mechanically deformed, threaded, or specially galvanized through a dressing process to produce a plurality of surficial asperities) When applicable, provide perforated tubes that can be pressure grouted.
 - C. Neat cement grout in accordance with ODOT Special Provision 510-2 (D) (current version), "Permanent soil nails and wall excavation" that completely fills the outer tube.

D. A threaded #6 (or larger) inner bar in accordance with ODOT Special Provision 510-2 (A) (current version), "Permanent soil nails and wall excavation" epoxy coated to a minimum of 16 thousandths of an inch in accordance with ASTM A 775.

3. Launched Soil Nails

A. Contractor must furnish launched soil nails up to 20 feet in length composed of a 1.5 inch outside diameter, 0.120 inch wall thickness, hot-dipped galvanized, 36ksi steel tube. When applicable, provide perforated tubes that can serve as both horizontal drains and as tensile elements. Do not reuse excess cutoffs from previously launched nails.

4. Shotcrete

A. Contractor must furnish shotcrete complying with the requirements of ACI 506.2, "Specifications for Materials, Proportioning and Application of Shotcrete", except as otherwise specified in ODOT Special Provision 510-1(current version), "Shotcrete facing and wall drainage."

5. Sculpted Shotcrete

This work shall consist of furnishing and installing an aesthetic finish onto shotcrete surfaces to simulate naturally occurring geologic formations, ashlar or masonry, as specified herein and shown on the Plans or as directed by the Engineer. This section governs the aesthetic finishing of sculpted shotcrete surfaces only, including application of a finish coat, hand sculpting, texturing, integral coloring, staining, and protective sealing. It does not address structural shotcrete placement, reinforcement, mix design, or curing, which shall conform to the Reinforced Shotcrete specifications in the Contract.

1. Finish Coat (Sculpt Coat): A secondary shotcrete layer, up to 6 inches thick, applied over the cured structural coat for the purpose of hand sculpting and texturing. The finish coat mix shall be compatible with the structural coat and shall use the same cement and aggregate source unless otherwise approved by the Engineer.
2. Staining Products: Penetrating reactive stains, water-based acrylic stains, solvent-based acrylic stains, or water-resistant masonry paint as approved by the Engineer. All staining products shall be from a single manufacturer for the entire project to ensure color consistency. However, it is permissible to use multiple manufacturers' stains if the geological or masonry coloration pattern requires a multi-stain approach as long as products are evaluated for both worker safety (chemical reactions) and coloration. Stain colors shall be selected to match the target geology in the adjacent area and shall be coordinated with the Engineer's representative in the field.
3. Integral Color Pigments: Where specified, pigments shall conform to ASTM C979 and shall be iron oxide-based, UV-stable, and alkali-resistant. Pigment dosage shall be consistent across all batches.
4. Sealer: Acrylic, silane/siloxane, or polyurethane (UV-stable) sealer compatible with the selected stain system, as approved by the Engineer. Sealer type shall be appropriate for the exposure conditions at the project site.
5. All material product data sheets, including stain VOC content, UV stability ratings, and sealer compatibility, shall be submitted for Engineer approval prior to use.

6. Wire Mesh Surface Treatment (Includes Plates)

- A. This work shall consist of furnishing and installing high strength single twist wire mesh to prevent shallow plane failures around a soil nail array.
- B. Mesh Type: High strength single twist rock fall mesh
- C. Wire diameter: .118 inches or greater
- D. Wire Strength: 75 ksi or greater

- E. Wire Coating: Minimum of 0.8 ounces/square foot (as determined by ASTM A-90) Zinc/Aluminum Alloy (as per ASTM B750-09). Plain hot-dip galvanized is not acceptable.
- F. Mesh Opening Size: 2.56 inches or smaller (using maximum circle method), area of opening shall not be less than 8.2 square inches
- G. Plate Material: ASTM A36 Steel or stronger
- H. Plate Coating: Hot dip galvanized in accordance with ASTM A153/A123
- I. Plate Thickness: 3/8 or 1/2 inch, depending on design
- J. Plate dimensions: Square or Diamond Shaped, minimum area 48 square inches

7. Horizontal Drains

7.1 Drains 30 LF or Less

A. Horizontal drains consist of 1.5-inch diameter (or larger) slotted schedule 80 (or thicker) polyvinyl chloride (PVC) plastic pipe conforming to the requirements of ASTM Designation: D 1785. These pipes are inserted into drilled holes to reduce water pressures within slide masses.

B. Pipe Slots/Perforations: Slotted pipe shall have two (2) rows of slots. The rows shall be in the longitudinal direction of the pipe and the slots shall be cut in the circumferential direction of the pipe. The rows shall be centered on two (2) of the third points (120 degrees apart) of the pipe circumference. Each row of slots shall conform to one of the following configurations. Slots shall be spaced uniformly along the pipe. The minimum opening will be measured on the inner surface of the pipe.

C.

Number of Slots (±3) per Meter	Width of Slot (millimeters)	Minimum Opening per meter (square millimeters)
72	1.27	2110
75	0.51	975
151	0.25	975

D. Perforated pipe shall have three (3) rows of perforations with one row on each side of the pipe and the third row in the top. The perforations shall be 10 mm in diameter spaced at 75-mm centers with the top perforations staggered in relation with the holes on either side. Fittings for the PVC plastic pipe shall be Schedule 80 Type II PVC solvent weld type fittings conforming to the requirements in ASTM Designation: D 2467. Machined male and female ends may be used in lieu of couplings. Unslotted or unperforated PVC plastic pipe, between 1 m to 9 m in length, shall be provided at the outlet of the drain.

7.2 Drains Over 30 LF

Drains greater than 30 LF in length shall consist of the following materials and methods:

1. Drainpipe shall consist of 1.5" Type I or Type II, Schedule 80, 2120 PVC.
2. Drainpipe shall have .010" slots continuously with an average of 40-44 slots/foot.
3. The pipe shall not be slotted within ten feet of the ground surface at the outlet to allow for 1' bentonite seal.
4. The drain hole shall be sealed around the collar with hand packed bentonite.
5. The method of installation will consist of drilling at the desired elevation (the drill will place

the drain about 3-4' above its elevation) at a 5-6 degree grade (10% slope), as specified by the plans or the Engineer. The depth will be as prescribed in the plans and Contract and will extend to that depth or until intact weathered rock or rock is encountered. The PVC shall be installed through the drill steel and steel to be removed from installed sections of pipe.

6. The solid pipe shall extend from the ground far enough to incorporate into the drainage system (manifold collector, ditchline, slope face, etc.) as specified by the Engineer. Drill access roads will be constructed by cutting into existing embankment. This must be repaired, compacted and stabilized. Each drain will have a solid length extension through the access road repair to the slope face.

7. The Contractor will keep a drilling log of each drain and note the hole number (typically consecutively along an alignment), any unusual conditions in the hole (such as boulders, weak layers, etc.), and the finished date and depth of the installed drain. Final orientation by inclinometer instruments or similar is not required.

8. GeoSynthetically Confined Soil (GCS) Wall Fabric

A. When conditions warrant, furnish the required amount of woven polypropylene sheet. The geotextile shall be per design but in no case shall have less than a wide strip tensile capacity of a minimum of 2400 pounds per foot.

9. GeoSynthetically Confined Soil (GCS) Wall Concrete Masonry Units

A. Split faced block used to construct GCS walls shall meet the requirements of ASTM C-90. The block shall have a minimum net compressive strength of 1900 psi. The block shall be new, sound, and free of cracks and other defects. The block shall be manufactured by a firm having documented experience.

10. GeoSynthetically Confined Soil (GCS) Wall Backfill

A. Backfill shall be crushed aggregate road base with maximum particle size of 2" and with a Plastic Index (PI) below 6. Compaction should be 95% of AASHTO T-180. Backfill will be provided by ODOT.

11. Casing Installation

A. Furnish and install flush-joint steel casing with minimum inside diameter of 2 inches. The steel casing shall have adequate strength to maintain the hole and to withstand the required jacking and pumping pressures. Casing shall be drilled or driven into the soil to the bottom of the treatment zone. The drilling or driving equipment shall be capable of installing the casing to be used. The drilling method if used, shall be capable of simultaneously drilling the hole and advancing the casing to prevent collapsing of the hole. The drilling equipment shall be capable of drilling through existing foundations, rubble, reinforced slabs, asphalt pavement and subsurface materials.

B. The riser elbow shall have a minimum 1 foot radius curve to minimize the potential for grout blockage.

12. Cementitious Grout

A. Furnish and install cementitious grout which shall consist of a combination of Portland cement, fine aggregates and water. In addition, fly ash may be added.

B. The grout mix when used for compaction grouting or low mobility grouting shall have a slump of less than 3 inches when tested in accordance with AASHTO T119 (ASTM C143). The unconfined compressive strength of the compaction grout shall be a minimum of 150 psi at 28 days when measured in accordance with AASHTO T22 (ASTM C39).

C. Site conditions shall determine the proportions of cement, water and soil and optional flyash. The grout mix shall generally consist of sandy soil with up to 15% cement by weight and water to form a very stiff mortar-like mixture. If the grout is batched on-site, bentonite may be added at a maximum rate of 5% by weight of cementitious materials if suitable local aggregate material is not available, no other clay of medium to high plasticity shall be used.

D. The grout mix when used for filling of voids from the surface shall have a maximum slump of 10 inches or as determined by project specific requirements when tested in accordance with AASHTO T119 (ASTM C143). The unconfined compressive strength of the flow fill shall be a minimum of 100 psi at 28 days when measured in accordance with AASHTO T22 (ASTM C39).

E. Ready-mixed compaction grout may be substituted for on-site batched grout. The fines content of the aggregate in the grout shall be replaced in ready-mixed grout with the addition of flyash.

13. Targeted Soil Mixing

A. The mix has a cement content according to the engineer's submittal based on in-situ soil composition, and the required soil improvement.

14. Steel Sheet Pile

A. Contractor must furnish and install PZ 27 or equivalent sheet piles up to 40-ft in length. Provide structural steel in accordance with AASHTO M 270, Grade 50 (ASTM A709) for steel piling. Used steel may be used for applications using temporary sheet piling, provided that it is in good condition and approved by ODOT.

15. Limited Access Drilling Adder

A. Standard drilling for installation of soil nails, horizontal drains, etc. shall be considered 15 feet above or below the working platform with no obstructions. When drilling is required outside of these limits, ODOT may use at their discretion the limited access drilling adder. Limited access drilling equipment shall be accompanied by a safety plan demonstrating the Vendors experience with this equipment and has the capabilities to complete the scope of work safely.

16. Shoulder Build-up

A. Shotcrete materials, placement, quality control, and nozzleman qualifications shall conform to the Reinforced Shotcrete specifications in the Contract. Cementitious Void Fill work consists of furnishing and placing cellular concrete, flowable fill, or other approved alternative to be used as backfill/void fill material.

Materials

Component 1 — Formwork

1. Formwork shall be constructed of stayform, wood, plywood, Sonotube, or other approved materials capable of maintaining the geometry shown on the Plans without deflection during shotcrete application.
2. Sonotubes shall be a minimum 24-inch nominal diameter, or as directed by the Engineer, and shall be sealed at the base with a minimum 1-inch layer of lean concrete or Sakrete to prevent grout loss.
3. Sonotube or cutout locations shall correspond to guardrail post spacing as coordinated with the guardrail installer prior to construction.

Component 2 — Shotcrete Structural Shell

1. All shotcrete materials shall conform to the Reinforced Shotcrete specifications in the Contract.
2. Any extra reinforcing steel, or bearing plates shall comply with Reinforce Shotcrete specification section

3. Geocomposite drainage strips shall be positioned between the subgrade and any impervious fill materials used in the construction of shoulder build out to mitigate hydrostatic pressures behind the shotcrete wall and shoulder buildout system.

Component 3 — Cementitious Void Fill

The cementitious void fill may be premixed and delivered to the job site or mixed on-site. If ambient temperatures are anticipated to be below 32 degrees Fahrenheit within 8 hours after cementitious void fill placement, mixing water must either be heated as approved by the Engineer or placement must be prohibited.

17. Spider Excavator Services:

A. Contractor shall furnish and operate a Spider Excavator where conventional tracked equipment cannot safely access the work due to steep slopes, uneven surfaces or areas as required due to environmental sensitivity at the project location. Excavators shall be capable of independently moving each leg to maintain stability while being operated, and be equipped with winch for additional safety. The Spider shall include the project specified attachments. Attachments may include: buckets, geotechnical drills, augers, hydraulic breakers, pole setters, masticators or other hydraulic attachments.

EXHIBIT “B” – METHODS OF INSTALLATION

1. Self Drilling Soil Nails Installation

Contractor must:

- A. Use drilling rigs capable of drilling through any materials that are encountered to the dimensions and orientations required for the soil nail wall design.
- B. Drill straight and clean holes at locations shown in the accepted submittals. Drill hole locations and inclinations are required to be within 6” (150 mm) and 5 degrees, respectively, of that shown in the accepted submittals unless approved otherwise by ODOT’s engineer.
- C. Drill all self-drilling nails with continuous grout injection unless approved otherwise by ODOT’s engineer.
- D. The Contractor bears the risk of unforeseen groundwater or adverse drilling conditions, including excess grout take.

2. Permanently Cased Soil Nails Installation

Contractor must adhere to methods outlined in ODOT Special Provision 510-4 (K)(1) (current version) except that all casing will be left in place permanently, as well as the following:

- A. Construct permanently cased soil nails by launching or drilling an outer tube with a single stroke at a chamber pressure between 750 and 3000 psi or by drilling a hole to prescribed depth at the prescribed location as shown on the plans, inserting a 1.5 inch (or larger) outside diameter steel pipe (outer tube) to stabilize the drill hole, fully encasing the inside of the outer tube with grout (neat cement) and immediately inserting an epoxy coated #6 (or larger depending on required tensile strength) reinforcing bar as the inner bar.
- B. Provide perforated tube and grout under pressure when applicable.
- C. The Contractor bears the risk of unforeseen groundwater or adverse launching or drilling/casing conditions, including excess grout take.

3. Launched Nails Installation

Contractor must:

- A. Furnish launched galvanized soil nails, and equipment and incidentals necessary to complete work.
- B. Insert launched nails with a single stroke at a chamber pressure between 750 and 3000 psi. Inserted length and spacing will be determined based upon the engineering plans submitted by the Contractor for the area.
- C. Do not leave more than four (4) feet of a launched soil nail exposed after launching unless approved by ODOT.
- D. Cut off the exposed portion of installed nails for inclusion into shotcrete or flush to ground in the case of no shotcrete work when not required by plans.
- E. Dispose of the cut-off portions of the launched soil nails off the right of way at sites obtained by the Contractor at no additional cost to ODOT.
- F. Do not reuse remaining lengths from cut nails for launched soil nails.
- G. The Contractor bears the risk of unforeseen groundwater or adverse launching conditions.

4. Shotcrete Installation

Contractor must adhere to methods outlined in ODOT Special Provision 510-1(current version) except as provided below:

- A. Construct shotcrete with a nominal thickness of 4", 6", 8", or 12" with either welded wire fabric or triple twisted galvanized wire mesh placed approximately 2" from the ground surface. The following information shall be submitted to ODOT for review and approval prior to the actual work:
- B. All shotcrete nozzle men shall have a current ACI shotcrete nozzle men certification. Contractor shall be fully responsible for training, operation, and results of all work performed by the nozzle men.
- C. Proposed methods of shotcrete placement and of controlling and maintaining facing alignment and location and shotcrete thickness.
- D. Shotcrete mix design performed by a Certified ACI Level II Technician or Oklahoma Licensed Professional Engineer including:
 - i. Type of Portland cement
 - ii. Aggregate source and gradation
 - iii. Proportions of mix by weight and water-cement ratio
 - iv. Proposed admixtures, manufacturer, dosage, technical literature.
- E. Previous strength test results for the proposed shotcrete mix completed within one (1) year of the start of shotcreting may be submitted for initial verification of the required compressive strengths at start of production work. If the submitted test results meet ODOT's approval then further testing will not be required. If results do not meet approval then ODOT reserves the right to require further testing.
- F. Do not begin shotcrete construction or incorporate materials into the work until the submittal requirements are satisfied and accepted by ODOT. Re-submit changes or deviations from the accepted submittals. No adjustments in contract time or compensation will be allowed due to incomplete submittals.
- G. Ensure the minimum thickness of shotcrete by field measurements.
- H. Repair shotcrete surface defects as soon as possible after placement. Possible remediation options include placement of additional shotcrete thickness or removal and replacement, at no additional cost to ODOT.

I. Use six (6) to twelve (12) inch strip drains full width of shotcrete (down slope) at six (6) foot centers to eliminate water build-up behind the shotcrete wall. Strip drain shall be fully encased in filter media. Drains shall extend beyond the face of the shotcrete at the downhill face. Ensure that bottom ends are open and free of shotcrete.

5. Sculpted Shotcrete

A. This is a finish option to standard shotcrete.

B. The Contractor shall produce a finish that meets the following aesthetic requirements:

1. General Appearance: The finish shall simulate naturally occurring geologic formations through a combination of sculpted relief, texture, and applied color. The overall profile shall be limited to gentle undulations. High-amplitude carved features are not desired.
- 2.

Phase Code	Finish Type	Material	Detail/Description
Geologic	Simple/Low Relief Geologic	2"shotcrete adder	Low relief, simple joint pattern, 1-2 colors
Stone	Stamped Stone Matrix	2"shotcrete adder	S rock, stamped, 1-2 colors
Ashlar	Stamped Ashlar	2"shotcrete adder	Stamped, 1-2 colors

3. Sealer: An approved sealer shall be applied over all completed stained surfaces in accordance with manufacturer's recommendations.

C. Curing

Curing methods and compounds applied to the structural coat shall be compatible with the finish coat, staining products, and sealer. Curing products that seal the surface or inhibit stain penetration shall not be used unless compatibility is demonstrated through the mockup process and approved in writing by the Engineer.

D. Protection of Finished Surfaces

The Contractor shall protect all completed sculpted shotcrete surfaces from damage, staining, or discoloration caused by construction equipment, runoff, overspray, or other construction activities for the duration of the project. Any finished surface damaged or discolored due to inadequate protection shall be repaired or replaced by the Contractor at no additional cost to the Agency. The Engineer shall determine whether repair or full replacement is required to meet the

standard established by the approved mockup. Repaired areas shall blend seamlessly with adjacent completed work.

5. Wire Mesh Surface Treatment Installation

Contractor must:

- A. Ensure that the mesh shall be stretched tight across the slope and over the nail tips.
- B. Dig shallow depressions at least 12 inches in diameter and at least 8 inches deep around the nail tips.
- C. Install galvanized steel plates over the nail tips and post-tensioned to up to 10,000 pounds-force, as specified on the plans. Torque-tension relationships may be used to verify appropriate loading.

6. GeoSynthetically Confined Soil (GCS) Wall Geosynthetic Fabric

- A. This item includes the placement of Geosynthetic Fabric in accordance with the GCS Wall design provided by the Contractor.
- B. The Contractor shall provide ODOT with the technical expertise to place the Geosynthetic Fabric and ensure that the work is done in accordance with the design and in such a way that the 5-year warranty will be honored.

7. GeoSynthetically Confined Soil (GCS) Wall CMU's and Construction

- A. The Contractor shall provide technical expertise and assistance in constructing the GCS wall using split-faced concrete blocks and 8-inch lifts of granular fill.
- B. The granular fill will be provided and placed by ODOT using a loader, or similar piece of equipment, and operator to place the gravel in uniform lifts and use plate compactors to obtain the required density.
- C. The Contractor shall identify the number of employees ODOT should have on site to construct the GCS Wall in advance of starting the wall construction.

8. Delay of Installation

- A. The Contractor must complete each individual job in a timeframe agreed upon by ODOT & the Contractor prior to the beginning of work in writing. This documentation must include, at a minimum, job location, start date, agreed upon completion date and signatures indicating agreement by both parties.
- B. If the Contractor is unable to deliver material(s) or services under the previously agreed upon timeframe, the Contractor must immediately notify ODOT, in writing, that material(s) or services cannot be furnished and must provide a proposed alternate completion date and reason for delay. ODOT has 72 hours to accept or reject the revised completion date.
- C. In the event that ODOT rejects the proposed alternate completion date, ODOT reserves the right to seek an alternative supplier to complete the specified job and the Contractor may be liable for any additional expenses ODOT may incur, including but not limited to any increase in cost. Failure to comply with this provision may result in cancellation of the contract.

9. Mobilization/Demobilization

- A. Contractor must perform all work and operations necessary to load and unload equipment, move personnel, supplies, and incidentals to and from the project site to accomplish all other miscellaneous associated work items or operations that must be performed, including cost that

must be incurred to begin work on the project and acceptable completion of construction operations on the project.

B. If equipment can be transported under its own power to an adjacent site(s) within a reasonable distance as agreed upon by ODOT and the Contractor, mobilization/demobilization will not be paid by ODOT for the additional site(s).

10. Soil Nail Sampling and Testing

A. Acceptance of the soil nails will be by Contractor's certification to ODOT stating the material composition and installation conforms to these specifications, combined with visual inspection of the in place soil nails and shotcrete by ODOT. ODOT reserves the right to require testing by the Contractor.

B. Any requested testing of the soil nails will follow appropriate procedures as outlined in FHWA Geotechnical Engineering Circular No. 7 and/or manufacturer's recommendations. Materials found not in compliance with the requirements of this Contract may be rejected, removed and replaced at the Contractor's expense.

11. Casing Installation

A. Drill injection holes in the pattern and depth shown in the plans. Install casing to the prescribed depths as shown in the plans.

12. Cementitious Grout Installation

A. Inject the cementitious grout having a minimum compressive strength of 150 psi into the casing and into the foundation soils beneath the pavement to the prescribed depth(s). Control the stabilization of the foundation soils by regulating the rate of injection of the material.

B. Continuously monitor for movement of the pavement. Foundations soils are sufficiently stabilized when movement of the pavement is detected, or the specified pressure has been achieved. Injection may continue into the soils as needed to lift the pavement to grade, returning the pavement system to original construction, pavement on top of base or top of a stiffened subbase or subgrade. If no vertical movement has occurred, ODOT may direct the contractor to cease pumping.

C. Hole Patching: Push down or drill out injection casing down a minimum of 2 inches below the pavement surface and install a rapid set, non-shrink patching material into the drilled out hole. Strike patches flush with the surface of the surrounding pavement.

13. Targeted Soil Mixing

A. Targeted Soil Mixing (TSM) is a soil improvement technology. The soil mass is improved by mixing a wet slurry or dry cement to the in-situ soils in designed zones, or elements, increasing the shear strength and cohesion of the soil. TSM uses an excavator mounted mixing tool to install the elements. Maximum treatment depth is dependent on soil type however, is typically 12 – 15 feet in depth. The geometry and configuration of the TSM elements will be installed per the approved engineering drawings.

B. The contractor shall furnish and install TSM per the following:

C. The mixing rotational speed (RPMs) shall be adjusted to accommodate degree of penetration difficulty and to aid mixing of the soil and Binder when needed.

i. The minimum specified volume of binder slurry or dry mix shall be introduced into the soil and blended for each TSM element. Additional mixing or passed may be required to evenly distribute the grout throughout the column.

D. Injection rate shall be controlled in a manner so the binder can be introduced into the TSM element directly within the Target Zone soil.

E. Weather Limitations: Do not perform targeted soil mixing if the aggregate or subgrade is frozen.

14. Steel Sheet Piles

- A. Vendor shall utilize appropriate equipment to install the specified sheet piles in the location and to the depths shown on the plans.
- B. The Vendor shall anticipate early refusal of the sheet piles and provide a means to continue installation to the specified depths.
- C. Additional means includes utilizing an impact hammer, predrilling in the alignment of the sheet piles, over excavating and backfilling prior to installation, etc.
- D. Terminating the sheets prior to the designed depth will only be allowed after approval from ODOT.

15. Maintain and Control Traffic

- A. When requested by ODOT or the authorized user, the Vendor shall install and maintain traffic control necessary to perform the contracted scope of work.
- B. Traffic control shall conform to the latest revision of the Oklahoma Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD).

16. Site Preparation and Restoration

- A. When requested by ODOT or authorized user, the Vendor shall perform site preparation activities including all work necessary to prepare the site for installation of the contracted scope of work and restore the site upon completion.
- B. Site preparation activities may include, but not limited to, setting up traffic control, locating utilities, clearing and grubbing, installation of stormwater prevention and erosion control systems, etc.
- C. Site Restoration activities may include, but not limited to: installation of approved seed, restoring access roads, removal of traffic control, etc.

17. Excavation

- A. When requested by ODOT or authorized user, the Vendor shall perform excavation services required to facilitate construction of the contracted scope of work. Equipment used for excavation activities shall be adequate to safely remove the excavated material from the road platform.
- B. If excavation must be performed from above or below the road platform, the Vendor shall submit an excavation plan to ODOT demonstrating how the Vendor intends to perform excavation activities safely.

18. Hauling

- A. When requested by ODOT or authorized user, the Vendor shall provide hauling services to remove excavated materials from the site.
- B. Hauling equipment operators shall have the appropriate Licenses and/or endorsements.
- C. The Vendor shall only utilize ODOT approved dump sites.

19. Shoulder Build-up

- A. This work shall consist of furnishing and installing a shoulder build-up system to restore, widen, or extend the roadway shoulder to the dimensions shown on the Plans or as directed by the Engineer. The shoulder build-up system consists of three components: (1) temporary formwork required to achieve the desired roadside geometry as specified by the Engineer, paid

as Shoulder Build-Up by the linear foot; (2) a shotcrete structural shell providing the permanent outboard face and structural framing of the build-up, anchored to the existing soil nail wall system, paid as Reinforced Shotcrete at the appropriate contract thickness; and (3) a cementitious void fill placed within the shotcrete shell to create a solid, durable surface capable of supporting travel lanes, shoulders, guardrail posts, sign posts, and other roadway hardware, paid as Cementitious Void Fill by the cubic yard.

This item includes all necessary components that may not be included in typical Shotcrete bid items, such as unique structural design, extra steel reinforcement, coordination with the guardrail installer, Sonotube/cutouts for guardrail installation, and any extra required formwork. The horizontal or vertical dimension of the build-up shall not exceed the limits shown on the Plans. The shoulder build-up shall not extend past the second row of existing soil nails unless otherwise approved by the Engineer.

B. Component 1 — Formwork

1. The Contractor shall coordinate with the guardrail installer prior to beginning work to confirm post spacing, embedment depth, and Sonotube (if required) or cutout dimensions required for guardrail installation. Coordination shall also ensure that posts do not interfere with the upper row of soil nails.
2. Sonotubes or cutouts shall be positioned and secured prior to shotcrete application and shall remain clear of shotcrete intrusion until guardrail installation is complete.
3. Formwork shall be braced sufficiently to resist shotcrete application pressure without deflection or displacement. Formwork shall not be removed until the shotcrete shell has achieved sufficient strength as determined by the Engineer.
4. The finished shoulder surface shall be sloped to provide positive drainage away from the travel lane and toward the outboard edge, as directed by the Engineer.

Component 2 — Shotcrete Structural Shell

1. All shotcrete placement, surface preparation, joint treatment, weather restrictions, and quality control shall conform to the Reinforced Shotcrete specifications in the Contract.
2. Prior to shotcrete placement, the Contractor shall verify that existing soil nail heads, bearing plates, and hex nuts are sound and properly seated. Deficiencies shall be reported to the Engineer before proceeding.
3. Any reinforcement in the shotcrete shall be structurally evaluated for both the forces related to permanent stabilization AND for any short-term forces that could develop during backfilling operations.
4. Geocomposite drainage strips shall be installed prior to shotcrete placement where shown on the Plans. Drain strips shall be separated to avoid contact with micropiles or soil nail heads and shall extend through the micropile cap where applicable.
5. Weep holes shall be installed through the shotcrete shell face at the locations specified in the Materials section.

Component 3 — Cementitious Void Fill

1. All void fill placement shall conform to the Cementitious Void Fill specifications in the Contract.
2. Void fill shall not be placed until the shotcrete structural shell has achieved sufficient strength to resist fill pressures without deflection or cracking, as determined by the Engineer.

3. Sonotube (if required) and cutout locations shall be protected during void fill placement to prevent fill intrusion into the guardrail post installation zone.

The top surface of the void fill shall be brought to finished shoulder grade as shown on the Plans, providing a uniform, stable surface for post installation.

EXHIBIT “C” Method of Measurement and Payment Worksheet NON-FEDERAL

Refer to Exhibit “A” for Material Specifications

Pay Item	Unit of Payment	Contractor's Unit Price
Self Drilling Soil Nails (EA)	up to 20 feet	\$
	up to 30 feet	\$
	up to 40 feet	\$
	up to 50 feet	\$
	up to 60 feet	\$
	up to 70 feet	\$
	up to 80 feet	\$
Permanently Cased Soil Nails (EA)	up to 20 feet	\$
	up to 30 feet	\$
	up to 40 feet	\$
	up to 50 feet	\$
	up to 60 feet	\$
	up to 70 feet	\$
	up to 80 feet	\$
Launched Soil Nails (EA)	up to 20 feet	\$
Shotcrete (SF)	4 inch thick	\$
	6 inch thick	\$
	8 inch thick	\$
	12 inch thick	\$
Sculpted Shotcrete up to 3in. (Less than 1500SF)	lump sum	\$
Sculpted Shotcrete up to 3in. (areas over 1500SF)	square feet	\$
Sculpted Shotcrete Mockup (5x5)	lump sum	\$
Wire Mesh Surface Treatment (SF)	square feet	\$
Horizontal Drains (LF) (30 LF or less)	linear feet	\$
Horizontal Drains (LF) (over 30 LF)	linear feet	\$
GCS Geosynthetic Fabric	square feet	\$
GCS Wall Concrete Masonry Units	each	\$
GCS Wall Construction	square feet	\$
Mobilization/Demobilization (LSUM)	lump sum	\$
Casing Installation	linear feet	\$
Cementitious Grout	cubic feet	\$
Targeted Soil Mixing	square feet	\$
Sheet Pile (PZ 27 or equivalent)	square feet	\$
Maintain and Control Traffic	week	\$

Site Preparation and Restoration	day	\$
Excavation	cubic yard	\$
Hauling	day	\$
Limited Access Drilling Adder	linear feet	\$
Shoulder Build-up (Formwork)	linear feet	\$
Cementitious Void Fill	cubic yard	\$
Spider Excavator	day rate	\$
ROCKFALL STABILIZATION (Supplement 2)		
Rock Blasting	CY	\$
Rock Sizing	CY	\$
#8 Grade 75 All-Thread Bar (Galvanized)	LF	\$
#11 Grade 75 All-Thread Bar (Galvanized)	LF	\$
8# Grade 150 All-Thread Bar (Galvanized)	LF	\$
#11 Grade 150 All-Thread Bar (Galvanized)	LF	\$
Slope Scaling (Manual)	SF	\$
Wire Mesh Fabric - Pacific w/Coconut Fiber	SF	\$
Wire Mesh Fabric - Tecco 3mm with TRM	SF	\$
Temporary Rockfall Protection	DAY	\$
Concrete Buttress	CY	\$
Horizontal Drain Pipe	LF	\$
ANCHOR TESTING (Supplement 2)		
Anchor Proof Testing	EA	\$
Anchor Verification Testing	EA	\$
SHOTCRETE/GUNITE (Supplement 2)		
Shotcrete (Wet Mix)	SF per IN	\$
Gunitite (Dry Mix)	SF per IN	\$
Fiber Reinforcement	SF per IN	\$
MOBILIZATION/DEMOBILIZATION (Supplement 2)		
Standard Mobilization (Rockfall)	EA	\$

Pay Item's Not Listed, To be added by Vendor	Unit of Payment	Contractor's Unit Price
		\$
		\$
		\$
		\$
		\$

EXHIBIT “D” Method of Measurement and Payment Worksheet FEDERAL

Refer to Exhibit “A” for Material Specifications - For this sheet only, materials must meet FHWA 1273 and Buy America Requirements

Pay Item	Unit of Payment	Contractor's Unit Price
Self Drilling Soil Nails (EA)	up to 20 feet	\$
	up to 30 feet	\$
	up to 40 feet	\$
	up to 50 feet	\$
	up to 60 feet	\$
	up to 70 feet	\$
	up to 80 feet	\$
Permanently Cased Soil Nails (EA)	up to 20 feet	\$
	up to 30 feet	\$
	up to 40 feet	\$
	up to 50 feet	\$
	up to 60 feet	\$
	up to 70 feet	\$
	up to 80 feet	\$
Launched Soil Nails (EA)	up to 20 feet	\$
Shotcrete (SF)	4 inch thick	\$
	6 inch thick	\$
	8 inch thick	\$
	12 inch thick	\$
Sculpted Shotcrete up to 3in. (Less than 1500SF)	lump sum	\$
Sculpted Shotcrete up to 3in. (areas over 1500SF)	square feet	\$
Sculpted Shotcrete Mockup (5x5)	lump sum	\$
Wire Mesh Surface Treatment (SF)	square feet	\$
Horizontal Drains (LF) (30 LF or less)	linear feet	\$
Horizontal Drains (LF) (over 30 LF)	linear feet	\$
GCS Geosynthetic Fabric	square feet	\$
GCS Wall Concrete Masonry Units	each	\$
GCS Wall Construction	square feet	\$
Mobilization/Demobilization (LSUM)	lump sum	\$
Casing Installation	linear feet	\$
Cementitious Grout	cubic feet	\$
Targeted Soil Mixing	square feet	\$
Sheet Pile (PZ 27 or equivalent)	square feet	\$
Maintain and Control Traffic	week	\$
Site Preparation and Restoration	day	\$
Excavation	cubic yard	\$
Hauling	day	\$

Limited Access Drilling Adder	linear feet	\$
Shoulder Build-up (Formwork)	linear feet	\$
Cementitious Void Fill	cubic yard	\$
Spider Excavator	day rate	\$
ROCKFALL STABILIZATION (Supplement 2)		
Rock Blasting	CY	\$
Rock Sizing	CY	\$
#8 Grade 75 All-Thread Bar (Galvanized)	LF	\$
#11 Grade 75 All-Thread Bar (Galvanized)	LF	\$
8# Grade 150 All-Thread Bar (Galvanized)	LF	\$
#11 Grade 150 All-Thread Bar (Galvanized)	LF	\$
Slope Scaling (Manual)	SF	\$
Wire Mesh Fabric - Pacific w/Coconut Fiber	SF	\$
Wire Mesh Fabric - Tecco 3mm with TRM	SF	\$
Temporary Rockfall Protection	DAY	\$
Concrete Buttress	CY	\$
Horizontal Drain Pipe	LF	\$
ANCHOR TESTING (Supplement 2)		
Anchor Proof Testing	EA	\$
Anchor Verification Testing	EA	\$
SHOTCRETE/GUNITE (Supplement 2)		
Shotcrete (Wet Mix)	SF per IN	\$
Gunitite (Dry Mix)	SF per IN	\$
Fiber Reinforcement	SF per IN	\$
MOBILIZATION/DEMOBILIZATION (Supplement 2)		
Standard Mobilization (Rockfall)	EA	\$

Pay Item's Not Listed, To be added by Vendor	Unit of Payment	Contractor's Unit Price
		\$
		\$
		\$
		\$
		\$

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
CONTRACT NO. AC-0001
STATUTORY CERTIFICATION**

_____, of lawful age, hereby certifies under the laws of the United States and the State of Oklahoma, states:

1. (S)he is the duly authorized agent of _____, the Contractor under the Contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said Contract;
2. (S)he is fully aware of the facts and circumstances surrounding the making of the Contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said Contract;
3. Neither the Contractor nor anyone subject to the Contractor's direction or control has paid, given or donated or agreed to pay , give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the Contract to which this statement is attached;
4. That the Contractor has registered and fully participates in the Status Verification system, as required by Title 25 O.S. § 1313(B)(1), to verify the work eligibility status of all new employees of the Contractor; and

The Contractor further certifies that no person who has been involved in any manner in the development of that Contract while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under said Contract.

If this Contract is for professional services and if the final product is a written proposal, report, or study, the Contractor further certifies that (s)he has not previously provided the state agency with a final product that is a substantial duplication of the final product of the proposed Contract.

Signature

Date

Printed Name

Title

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
CONTRACT NO. AC-0001
ATTACHMENT D1
US DOT CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The Prospective Participant, _____, (Vendor), certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report lobbying", in accordance with its instructions.
3. The vendor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
CONTRACT NO. AC-0001
ATTACHMENT D2
US DOT CERTIFICATION OF ELIGIBILITY**

The Prospective Participant, _____, (Vendor), certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, states:

a) That he or she is the Prospective Participant or fully authorized agent of the Prospective Participant in this project which involves federal funding, and has full knowledge and authority to make this certification.

b) That, except as noted below, _____
(Prospective Participant)
or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor or accountant, project superintendent, or any person in a position involving the administration of federal funds:

- a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; and
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; and
- c. does not have a proposed debarment pending; and
- d. has not had any public transaction (federal, state, or local) terminated within the preceding three (3) years for cause or default; and
- e. has not been indicted, convicted, or had a civil judgment rendered against any of the aforementioned by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years, except:

(IF NONE, SO STATE BY ENTERING THE WORD NONE). For any exception noted, indicate on the reverse side of this page to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
CONTRACT NO. AC00-01
ATTACHMENT D3
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
ASSURANCES**

(hereinafter referred to as the Vendor) HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), and other pertinent directives to the end that, in accordance with the Act, regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Vendor receives Federal financial assistance from the Department of Transportation, including the Federal Highway Administration; and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by Subsection 21.7(a) (1) of the Regulations, a copy of which is attached.

More specifically and without limiting the above general assurance, the Vendor hereby gives the following specific assurances with respect to its Federal-aid Highway Program:

1. That the Vendor agrees that each "program" and each "facility," as defined in Subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted or will be (with regard to a "facility") operated in compliance with all requirements imposed by or pursuant to the Regulations.
2. That the Vendor shall insert the following notification in all solicitations for bids for work or materials subject to the regulations made in connection with the Federal-aid Highway Program and, in adapted form, in all proposals for negotiated agreements:

in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4, and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated

against on the grounds of race, color, sex, age, national origin, religion, disability/handicap, or income status in consideration for an award.

3. That the Vendor shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
4. That the clauses of Appendix B of this assurance shall be included, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Vendor receives federal financial assistance to construct a facility or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Vendor receives federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
7. That the Vendor shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Vendor with other parties (a) for the subsequent transfer of real property acquired or improved under the Federal-aid Highway Program; and (b) for the construction or use of, or access to space on, over, or under, real property acquired or improved under the Federal-aid Highway Program.
8. That this assurance obligates the Vendor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein, or structures or improvements thereon; in which case the assurance obligates the Vendor or any transferee for the longer of the following periods: (a) the period during which the property used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; of (b) the period during which the Vendor retains ownership or possession of the property.
9. The Vendor shall provide for such methods of administration for the program as are found by the Secretary of Transportation, or the official to whom he or she delegates specific authority, to give reasonable guarantee that it, other recipients, sub-grantees, vendors, sub-contractors, transferees, successors in interest; and other participants of federal financial assistance under such program will comply with all requirements imposed by or pursuant to the Act, the Regulations, and this assurance.

10. The Vendor agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts, or other federal financial assistance extended after the date hereof to the Vendor by the Department of Transportation under the federal-aid Highway Program and is binding on it, other recipients, sub-grantees, vendors, sub-contractors, transferees, successors in interest, and other participants in the federal-aid Highway Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Vendor.

Attachments:
Appendices A, B, C, and D

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “vendor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes Vendors) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor (hereinafter includes Vendors) with regard to the work performed by it during the contract, shall comply with the Americans with Disabilities Act Non-Discrimination Clause referenced at <https://oklahoma.gov/content/dam/ok/en/odot/business-center/contract-compliance/civil-rights/ada-clause.pdf> and will not discriminate on the grounds of race, color, sex, age, national origin, religion, disability/handicap, or income status, in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Grantee will accept title to the lands and maintain the project constructed thereon in accordance with the Consolidated and Further Continuing Appropriations Act, 2013 (Pub. L. 113-6, March 26, 2013), the Regulations for the Administration of FY 2013 TIGER Discretionary Grant Program, and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Grantee all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Grantee and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Grantee, its successors and assigns.

The Grantee, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person on the grounds of race, color, sex, age, national origin, religion, disability/handicap, or income status shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Grantee will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the

absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.

APPENDIX C

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Grantee pursuant to the provisions of Assurance 7(a):

1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - A. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Grantee will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
3. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Grantee will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Grantee and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

During the performance of this contract, the Vendor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Vendor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
3. Federal-Aid highway Act of 1973, (29 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and vendors, whether such programs or activities of the Federal-aid recipients, sub-recipients and Vendors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. § § 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
CONTRACT NO. AC-0001
ATTACHMENT D4
DRUG FREE WORKPLACE**

1. The Vendor, _____, certifies that (s)he will continue to provide a drug free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Vendor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an ongoing drug free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Vendor's policy of maintaining a drug free workplace;
 - iii. Any available drug counseling, rehabilitation and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee that will be engaged in the performance of the project be given a copy of the statement required by paragraph a;
 - d. As a condition of employment under the project, the employee will;
 - i. Abide by the terms of the statement, and;
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

- e. Notifying the Department and the Federal Highway Administration in writing, within ten (10) calendar days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working, unless the Federal Highway Administration has designated a central point for the receipt of such notices. Notice shall include the identification numbers of each affected project.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted.
- g. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973; as amended, or;
- h. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- i. Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
CONTRACT NO. AC-0001
ATTACHMENT D6
FEDERAL HIGHWAY ADMINISTRATION CONTRACT REQUIREMENTS**

Assurances and Certifications of the Vendor

STATE OF _____)
) §
COUNTY OF _____)

_____, of lawful age, hereby certifies under the laws of the United States and the State of Oklahoma, states:

That he or she, whether as an individual, a member of said co-partnership or officer of said Corporation is the fully authorized agent of _____ (Vendor), further identified as the prospective participant in this project which involves Federal funding, and has full knowledge and authority to make the assurances and certifications associated with the Federal Highway Administration Contract Requirements referenced below; and that:

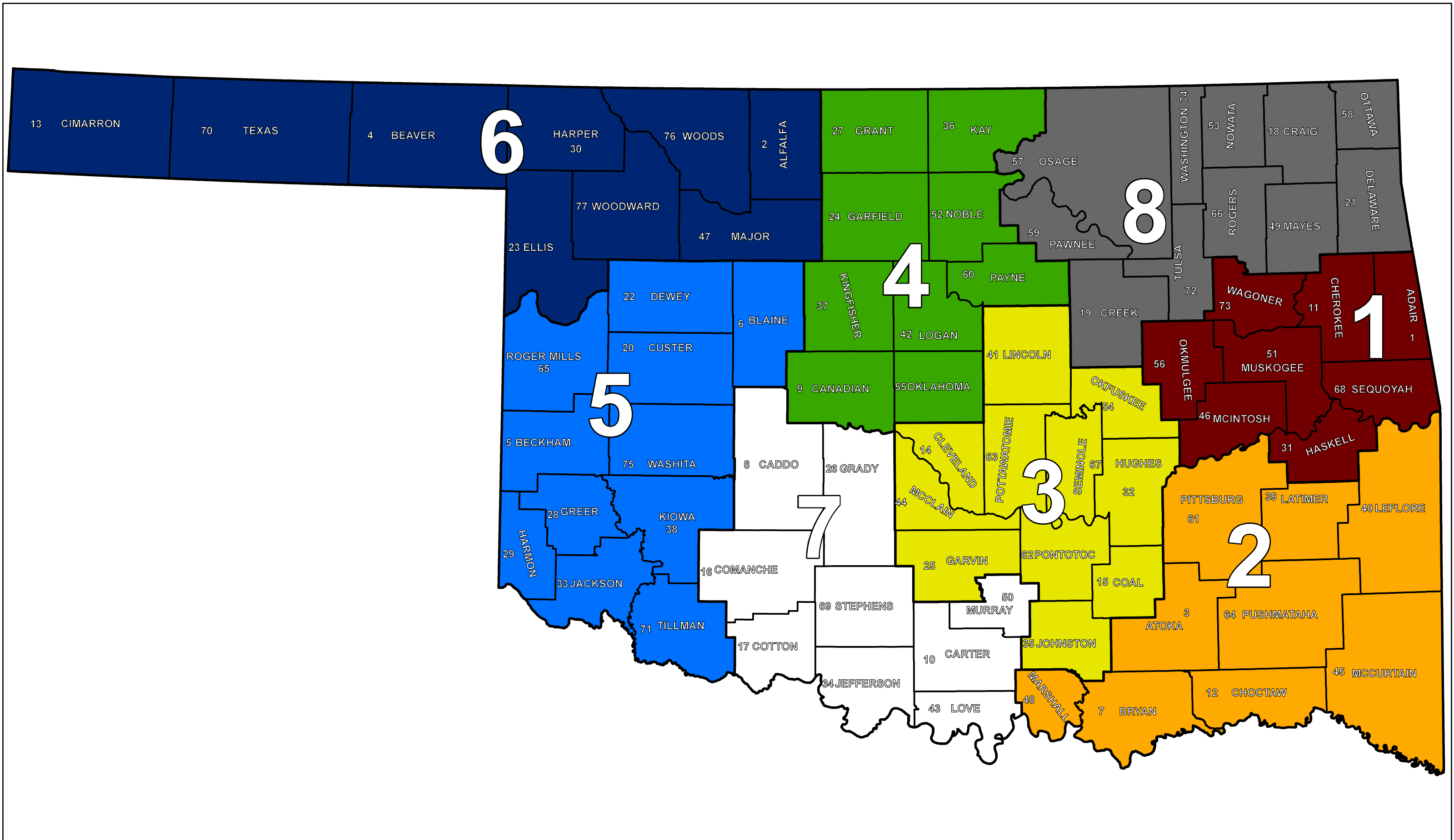
1. The prospective participant is currently in compliance with the referenced requirements.
2. The prospective participant will act with regard and to remain in compliance with the referenced requirements for the life of this Contract.

Federal Highway Administration Contract Requirements

- D1. US DOT Certification for Federal-Aid Contracts
- D2. US DOT Certification of Eligibility
- D3. Title VI of the Civil Rights Act of 1964
- D4. Drug Free Workplace
- D5. Disadvantaged Business Enterprises Policy Statement
- D6. Federal Highway Administration Contract Requirements

Signature

Date



MAINTENANCE DIVISIONS





OKLAHOMA TURNPIKE AUTHORITY

SALT BARN LOCATIONS

TURNPIKE	No.	LOCATION	MP
TURNER	①	OKC GATE*	136
	②	LUTHER	146
	③	WELLSTON	157
	④	STROUD	179
	⑤	BRISTOW	197
	⑥	HEYBURN	206
WILL ROGERS	⑦	SAPULPA	214
	⑧	CLAREMORE	252
	⑨	ADAIR	269
	⑩	VINITA (East,West)	289
	⑪	AFTON	302
	⑫	MIAMI	313
H.E. BAILEY	⑬	End of WR Turnpike on the Creek Turnpike	329
	⑭	WALTERS	20
	⑮	FLETCHER	58
	⑯	CHICKASHA	85
	⑰	76 Hwy SPUR	103
	⑱	MILE 75 SB	75
CHICKASAW	⑲	MILE 104	104
	⑳	ROFF	7
CHEROKEE	㉑	ROSE/LEACH EXIT	17
	㉒	EB WEST	.1
MUSKOGEE	㉓	KANSAS	27
	㉔	BARN@1.7	1.7
	㉕	COWETA	13.2
	㉖	N BARN	24.5
	㉗	S BARN	39.7
CREEK	㉘	BARN@ 54	54
	㉙	RIVERSIDE EXIT	8.5
CIMARRON	㉚	71st & Kenosha	26
	㉛	BARN@ 7	7
	㉜	MORRISON	24
	㉝	STILLWATER SP	21.30A
	㉞	BARN@ 49	49
KILPATRICK	㉟	BARN@ 36	36
	㊱	EASTERN ST. EXIT	132
	㊲	NORTHWEST HWY	118.5
INDIAN NATION	㊳	HWY #9	92.5
	㊴	McALESTER	62
Kickapoo	㊵	DAISY	38
	㊶	ANTLERS	16
	㊷	Barn @ 77	77
	㊸	I-40 and Peebly	

