

**ROUTE 205 ROAD AND DRAINAGE  
IMPROVEMENT PROJECT, TINIAN  
PROJECT NO. DPW22-RFP No. 42200016**

**ARNOLD I. PALACIOS  
GOVERNOR  
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS**

**PREPARED BY:**



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**FOR:**

**DEPARTMENT OF PUBLIC WORKS  
TECHNICAL SERVICES DIVISION**

**(JUNE 2024)**

**RECOMMENDED BY:**

**APPROVED BY:**

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**ANTHONY A. CAMACHO**  
Director  
Technical Services Division  
Department of Public Works

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**RAY N. YUMUL**  
Secretary  
Department of Public Works

**COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS  
DEPARTMENT OF PUBLIC WORKS  
TECHNICAL SERVICES DIVISION**

**SPECIAL PROVISIONS**

**FOR THE**

**ROUTE 205 ROAD AND DRAINAGE  
IMPROVEMENT PROJECT, TINIAN**

**STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES ON FEDERAL HIGHWAY PROJECTS, FP-03, IS INCORPORATED BY REFERENCE WITHIN THIS CONTRACT. IN ANY AREA WHERE THIS SPECIAL PROVISION DOCUMENT IS SILENT, FP-03 SHALL GOVERN. FP-03 IS MADE PART OF THE TERMS AND CONDITIONS OF THIS CONTRACT AND IS SUBJECT TO SUPPLEMENTS AND MODIFICATIONS MADE UNDER THE SPECIAL PROVISIONS**

**(FINAL SUBMITTAL)**

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**INVITATION FOR BIDS**  
**DPW24-ITB-XXX**

**Project Title: ROUTE 205 ROAD AND DRAINAGE IMPROVEMENT PROJECT,  
TINIAN (Project No. DPW22-RFP No. \_\_\_\_\_)**

Governor Arnold I. Palacios and Lt. Governor David M. Apatang, through the Department of Public Works (DPW) are soliciting sealed bids for the ROUTE 205 ROAD AND DRAINAGE IMPROVEMENT PROJECT, located in Tinian, Commonwealth of the Northern Mariana Islands.

The project package consisting of Plans, Specifications, and Bid Documents will be available on or after \_\_\_\_\_, 20\_\_ at Technical Services Division, Department of Public Works, located at Second Floor, Oleai Joeten Commercial Center, San Jose, Saipan.

All interested bidders are also required to include Insurer Clearance Certification (ICC) in their bid packages in order to bid on this project. The ICC can be obtained in the Department of Commerce, Office of the Insurance Commissioner on Capitol Hill.

Bidding procedures shall be in full compliance with the CNMI Procurement Regulations currently in effect.

THE PROVISIONS OF THE CNMI PROCUREMENT REGULATIONS, NMIAC SECTION 70-30.3-725 AND 70-30.3-730 PROHIBITING GRATUITIES, KICKBACKS AND CONTINGENT FEES SHALL APPLY.

A Mandatory Pre-bid Conference is scheduled on \_\_\_\_\_, 20\_\_, \_\_\_\_AM local time at the Department of Public Works Conference Room, 2<sup>nd</sup> Floor, Oleai Joeten Commercial Center, Saipan. DPW encourages prospective bidders to familiarize themselves with the existing conditions and the complexity of the proposed project. All questions regarding this project must be submitted in writing no later than 4:30 P.M. local time on \_\_\_\_\_, 20\_\_ to Mr. Anthony A. Camacho, Director of Technical Services Division, 2<sup>nd</sup> Floor Oleai Joeten Commercial Center, Saipan, or faxed to (67) 234-3547. Response to questions shall be shared with prospective bidders.

Prospective bidders should carefully examine and review the invitation for bids. Suppose it should appear to a prospective bidder that the performance of the work under the contract or any of the matters relative thereto is not sufficiently described or explained in the invitation for bids, or that any discrepancy exists between different parts of the invitation for bids, or that the full intent of the invitation for bids is not clear. In that case, the prospective bidder shall submit a written request for clarification no later than ten (10) working days before the scheduled bid opening at 4:30 pm to Mr. Anthony A. Camacho,

Director of Technical Services Division, Second Floor Oleai Commercial Center, Saipan,  
or fax to (670) 234-3547.

The prospective bidder shall examine carefully the site of the proposed work and the invitation for bids before submitting a bid.

The Contracting Officer (CO) may, upon recommendation of the Contracting Officer's Technical Representative (COTR), issue an addendum notifying all prospective bidders known to have received an invitation for bids, or if issued after the deadline for submission of the notice of intention to bid, to those persons who submitted such notice, of any changes to the invitation for bids. The Department of Public Works will make every reasonable attempt to notify all persons who have obtained the invitation for bids from the Technical Services Division by telephone to pick up the addendum or if the CO chooses, the addendum may be mailed or delivered personally or by facsimile machine. If the bid proposal requires the acknowledgement of addenda, the prospective bidder shall indicate the date of each addendum in the space provided. **It shall be the prospective bidder's responsibility to confirm the existence of any addendum by telephoning the COTR at (670) 234-9828/38 no later than ten (10) working days before the scheduled bid opening.**

Sealed bids must be marked "DPW24-IFB-XXX". For bidders within the CNMI, an original and two copies of sealed bids must be submitted to the Office of the Director of Procurement Services located at the former Emergency Management Office, Ascencion Drive, Building No. 1301, Capitol Hill, Saipan, no later than \_\_\_\_\_ a.m. local time, \_\_\_\_\_, 20\_\_. Bidders located outside of the CNMI may obtain an additional seven (7) working days for receipt of their bids by submitting a Notice of Intent to Bid. Notice of Intent to bid must be received by the Director of Procurement & Supply no later than \_\_\_\_\_ a.m. local time, \_\_\_\_\_, 20\_\_, and must be transmitted via facsimile to (670) 664-1515, or via e-mail to [procurement@pticom.com](mailto:procurement@pticom.com). For bidders located outside the CNMI, an original and two copies of sealed bids must be postmarked by the U.S. Postal Service or the official government postal service of a foreign country no later than \_\_\_\_\_, 20\_\_, and must be received no later than \_\_\_\_\_, 20\_\_. Note that failure to submit the required number of copies may be cause for rejection of a bid.

Bids will be publicly opened and read at the Division of Procurement Services, located at the former Emergency Management Office, Ascencion Drive, Building No. 1301, Capitol Hill, Saipan, at \_\_\_\_\_ a.m. local time, \_\_\_\_\_, 20\_\_. However, if no notices of intent to bid were received from bidders outside the CNMI, bids will be opened at \_\_\_\_\_ local time, on \_\_\_\_\_, 20\_\_.

For bids greater than Twenty-Five Thousand Dollars (\$25,000) a bid security of fifteen (15%) of the bid amount must accompany the bid. A surety company must be U.S. Treasury listed and shall hold a Certificate of Authority (COA) from the Department of Commerce, Office of the Insurance Commissioner. Bid security may be a Certified Check, Cashier's Check or Bid Bond. Checks must be made payable to the CNMI

Treasurer, with the name of the bidder and a notation on the face of the check: "Credit Account No. 44660". If a bid bond is submitted it must be accompanied by an Insurer Clearance Certification (ICC).

The bidder submitting the lowest responsive bid will be subject to a responsibility determination in conformance with NMIAC §70-30.3-245 of the Procurement Regulations. The responsible bidder submitting the lowest responsive bid will be awarded a contract with the CNMI Government and will be required to deliver Performance and Payment bonds, each equal to 100% of the contract price for contracts greater than \$25,000.00. Prior to the execution of the contract, the selected contractor shall submit:

- a) A current license from the bonding company showing that it has the authority to issue bonds in the CNMI, and
- b) A certification from the bonding company that the unencumbered value of its assets (exclusive of all outstanding commitments or other bond obligations) exceeds the penal amount of each bond.

A contractor submitting an unacceptable payment or performance bond may be permitted a reasonable time, as determined by the P&S Director, to submit an acceptable bond before executing a contract.

Acceptable assets are only:

- 1) Cash
- 2) US Government Securities
- 3) Stocks and Bonds traded on US Security Exchange
- 4) Real Property owned in fee simple in US; and
- 5) Irrevocable Letters of Credit

The performance time for completion of this project is Three Hundred (300) calendar days upon the issuance of an official written Notice to Proceed. Liquidated damages for delays beyond the established completion date will be assessed according to Table 108-1 of the Standard Specifications for Construction of Roads and Bridges on Federal Projects, FP-03, for each day the work is delayed.

This project is funded under the Federal Aid Project.

All bid documents received shall become the sole property of the CNMI Government. The Government reserves the right to reject any or all bids and to waive any imperfection in a bid proposal that does not affect the elements of price, quantity, and delivery of the bid, in the best interest of the Commonwealth of the Northern Mariana Islands.

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RAY N. YUMUL  
Secretary of Public Works

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BRIEN SERS NICHOLAS JR.  
Director, Division of Procurement Services

## **INSTRUCTIONS TO BIDDERS**

1. **EXPLANATIONS TO BIDDERS** - Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Any interpretation made will be issued as an addendum to the invitation for bids, drawings, specifications, etc., and will be furnished to all prospective bidders. Each bidder must acknowledge receipt of the addendum or addenda in the space provided in the Proposal Form (**Page 1 of 8**). Failure by the Bidder to acknowledge the receipt of issued addendum or addenda for the project in the provided in the Proposal Form (page 1 of 8) shall result in the rejection of his Bid. Oral explanations and instructions given will not be binding.

2. **CONDITIONS AFFECTING THE WORK** - Bidders shall visit the site and take necessary action to determine the nature, condition and location of the work that may affect the work or the cost thereof. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Government will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents before the execution of the contract, unless included in the invitation for bids, specifications, amendments or other related documents.

3. **BID GUARANTEE** - Failure to furnish a bid guarantee in the proper amount may cause rejection of bid. (See Subsection 102.03)

4. **AFFIDAVIT OF NON-COLLUSION:** Each bidder shall submit Non-Collusion Affidavit Form (**Page 5 of 8**) to the effect that he has not colluded with any other bidder regarding any bid submitted. The completed affidavit shall be attached to the bid. Failure by the bidder to submit affidavit of non-collusion will result to rejection of bids.

5. **DISCLOSURE OF MAJOR SHAREHOLDERS:** As a condition of bidding, any partnership, sole proprietorship or corporation doing business with the Commonwealth of the Northern Mariana Islands shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation any time during the twelve (12)-month period immediately preceding submission of a bid. The affidavit shall contain the number of shares or the percentage of all assets of partnership, sole proprietorship or corporation that have been held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive commission, gratuity or other compensation for procuring or assisting in obtaining business matter related to the bid for the bidder. It shall also contain the amount of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying.

Failure by bidder to submit Major Shareholders Disclosure Affidavit Form (**Page 7 of 8**) furnished by the Department of Public Works shall result in the rejection of his bid.

6. **UTILIZATION OF SMALL BUSINESS CONCERNS:** It is the policy of the Commonwealth as declared by the U.S. Congress that a fair proportion of the purchase and contracts for supplies and services for the Commonwealth be placed with small business concerns. The Contractor shall accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of the Contract.

If the Contractor intends to subcontract part of the project any time during the life of the contract, he shall submit certification of affirmative action that he seek and consider Small Business and Small Disadvantaged Business as his subcontractor.

7. PREPARATION OF BID: See Subsection 102.02.

8. WITHDRAWAL OF BID - Bids may be withdrawn by written or telegraphic request received from bidders before the time set for opening of bids. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for his bid, but only if the withdrawal is made before the exact time for receipt of bids.

**END OF INSTRUCTION TO BIDDERS**

## NOTICE TO BIDDERS

1. INTENT OF CONTRACT: The intent of the contract is to provide all necessary labor, materials, equipment, tools, and other services required to complete the project in every detail in accordance with the plans, specifications, and terms of the contract.
2. ADJUSTMENT OF ITEMS: Should extra work be required, should certain work be omitted, or should the quantities of certain items of work be increased or decreased by written order or approval by the Contracting Officer, adjustment in contract price will be made according to Subsection 109.06 of the Special Provisions Package of the Standard Specifications for Construction of Road and Bridges on Federal Highway Projects, FP-03.
3. BIDDER'S QUALIFICATIONS - Before a bid is considered for an award, the bidder may be requested by the Government to submit a statement regarding his previous experience in performing similar work, his business, technical organization, financial resources, on-going contract if any and plant available to be used in performing the contract.
4. LIQUIDATED DAMAGES: It is understood and agreed that liquidated damages will be assessed against the Contractor for each calendar day of delay beyond the completion date of the contract. **(Refer to Section 108.04 and Table 108-1 of the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-03).**
5. GENERAL REQUIREMENTS: Unless noted elsewhere in the Contract Documents, the Contractor shall provide and pay for all labor, materials, tools, equipment, water, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities necessary to execute, complete and deliver the work within the specified duration of the contract.
6. ADJUSTMENT OF CONTRACT TIME: The Contractor is reminded that the contract time is established for a variety of reasons, and the Government expects delivery of the completed project by the completion date. Any extension in the contract time will be made according to **Section 108.03 of the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-03.**
7. MAINTENANCE: The Contractor shall be responsible for all maintenance including public traffic adjacent to and within the construction limits from **Notice to Proceed** until final acceptance of the project.
8. PENALTY FOR FRAUD, BRIBERY, AND OTHER VIOLATIONS: The Bidder is cautioned to carefully observe local and federal statutes and regulations involving fraud, bribery, and other violations regarding procurement of contracts and construction with the Government. The Bidder is advised to take special note of the criminal penalties concerning said violations.

**END OF NOTICE TO BIDDERS**

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS  
FHWA-1273 -- Revised October 23, 2023**

- I. General.....RCP-1
- II. Nondiscrimination.....RCP-2
- III. Non-Segregated Facilities.....RCP-7
- IV. Davis-Bacon and Related Act Provisions.....RCP-7
- V. Contract Work Hours and Safety Standards Act Provisions.....RCP-14
- VI. Subletting or Assigning the Contract.....RCP-15
- VII. Safety: Accident Prevention.....RCP-17
- VIII. False Statements Concerning Highway Projects.....RCP-17
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act..... RCP-18
- X. Certification Regarding Debarment, Suspension, Ineligibility and  
Voluntary Exclusions.....RCP-18
- XI. Certification Regarding Use of Contract Funds for Lobbying.....RCP-22
- XII. Use of United States Flag Vessels.....RCP-24

**ATTACHMENTS**

- A. Employment and Materials Preference for Appalachian Development Highway System or  
Appalachian Local Access Road Contracts (included in Appalachian contracts only)

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**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).



2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

ii. **NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633. The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL)

and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
  - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
  - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
  - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
  - c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership

in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. **Assurance Required by 49 CFR 26.13(b):**

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21

11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use

by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### **IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt 23 U.S.C. 101.

Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

##### **1. Minimum Wages (29 CFR 5.5)**

- a. *Wage rates and Fringe benefits.* All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:
- (i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
  - (ii) The classification is used in the area by the construction industry; and
  - (iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification

- c. *Conformance* (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.



(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

b. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

c. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

d. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. **Withholding** (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

**3. Records and certified payrolls (29 CFR 5.5)**

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

*Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts- covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker ( e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at

<https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

- (3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor, or the contractor’s or subcontractor’s agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
- (i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;
  - (ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
- (4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(3) of this section.
- (5) *Signature.* The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
- (6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).
- (7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

b. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work

and for a period of 3 years after all the work on the prime contract is completed.

c. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

*Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### **4. Apprentices and equal employment opportunity (29 CFR 5.5)**

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable

predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

*Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

a. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**1. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis- Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**2. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**3. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**8. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

#### v. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

#### 3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds



may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

a. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower- tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

## **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;



Labor Standard Provisions -- Construction Contract

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**1. FEDERAL MINIMUM WAGE RATE FOR THE CNMI:**

- (a) The minimum rate of pay for this project shall conform to the wage increase passed by the US Congress. The current Federal Minimum Wage rate is \$7.25 per hour beginning September 30, 2018 and shall be applied to all workers on this project whether employed by the contractor or by a subcontractor regardless of nationality while they are assigned on the island.
- (b) Progress payment application will be returned to the Contractor for non-compliance to the minimum wage rate. Engineer, Foreman/Supervisor shall be listed on the Contractor's payroll at an hourly wage.
- (c) In the event it is found by the Contracting Officer that any laborer or mechanic employed by the Contractor or any subcontractor directly on the site of the work covered by this contract has been, or is being paid at a rate of wage less than the minimum rate stipulated herein, the Contracting Officer may (1) by written notice to the Contractor terminate his right to proceed with the work, or such part of the work as to which there has been a failure to pay said required wages, or (2) prosecute the work to completion by contract or otherwise, whereupon such Contractor and his sureties shall be liable to the Government for any excess costs occasioned by the Government thereby.

**GENERAL DECISION ON PREVAILING WAGE RATE**

Date: September 30, 2018

Public Law: 110-28

State: NORTHERN MARIANA ISLANDS

CONSTRUCTION TYPE: Building, Residential, Heavy and Highway Construction Projects

**Schedule of Prevailing Wage Rates for the  
Commonwealth of the Northern Mariana Islands**

<b>OCCUPATION</b>	<b>HOURLY RATE (US DOLLARS)</b>
	(Current Effective 9/30/18)
Automotive Mechanic	7.25
Carpenter	7.25
Electrician	7.25
Equipment Operator	7.25
Heavy Equipment Mechanic	7.25
Laborer I & II (level 183)	7.25
Laborer III (level 5)	7.25
Lineman	7.25
Mason	7.25
Painter	7.25
Plumber	7.25
Power Plant Mechanic	7.25
Power Plant Operator	7.25
Refrigeration Mechanic	7.25
Roofer	7.25
Sheet Metal Worker	7.25
Surveyor Helper	7.25
Truck Driver	7.25
Welder	7.25
Warehouseman	7.25

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a) (1) (v).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

## WAGE DETERMINATION APPEALS PROCESS

(1) Has there been an initial decision in the matter? This can be:

- An existing published wage determination
- A survey underlying a wage determination
- A Wage and Hour Division letter setting forth a position on a wage determination matter
- A conformance (additional classification and rate) ruling

On survey related matter, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the **Davis-Bacon** survey program. If the response from this initial contract is not satisfactory, then the process described in (2) and (3) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determination. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, D. C. 20210

2.) If the answer to the question in (1) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, and interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

## 2. STATEMENT OF COMPLIANCE:

### INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

This statement of compliance meets needs resulting from the amendment of the **Davis-Bacon Act** to include fringe benefits provisions. Under this amended law, the contractor is required to pay fringe benefits as predetermined by the Department of Labor, in addition to payment of the minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

The contractor should show on the face of his payroll all monies paid to the employees whether as basic rates or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions follow:

#### Contractors who pay all required fringe benefits:

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of his payroll the basic cash hourly rate and overtime rate paid to his employees, just as he has always done. Such a contractor shall check paragraph 4(a) of the statement to indicate that he is also paying to approved plans, funds or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

#### Contractors who pay no fringe benefits:

A contractor who pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of his payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus \$3.25/.40. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

#### Use of Section 4(f), *Exceptions*:

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.



U.S. DEPARTMENT OF LABOR  
WAGE AND HOUR DIVISION

**STATEMENT OF COMPLIANCE**

Date \_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_ do hereby state:  
(Name of Signatory Party) (Title)

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_  
(Contractor or Subcontractor)

on the \_\_\_\_\_; that during the payroll period  
(Project name)

commencing on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ and ending the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either

directly or indirectly to or on behalf of said \_\_\_\_\_  
(Contractor or Subcontractor)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulation, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948.63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classification set forth therein for each laborer or mechanic conform with the work he performed.



REMARKS	
NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OR TITLE 31 OF THE UNITED STATES CODE.	

**3. OVERTIME COMPENSATION**

- (a) The Contractor shall not require or permit any laborer or mechanic in any workweek in which he is employed on any work under this contract to work in excess of 40 hours in such workweek unless the laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of 40 hours in such workweek. The "rate of pay", as used in this clause, shall be the amount paid per hour, exclusive of the Contractor's contribution or cost for fringe benefits, and any cash payment in lieu of providing fringe benefits, or the basic hourly rate contained in these provisions.
- (b) In the event of any violation of the provisions of paragraph (a), the Contractor shall be liable to any affected employee for any amounts due, and to the Government for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of the standard workweek of 40 hours without payment of the overtime wages required by paragraph (a).

**4. PAYROLLS AND BASIC RECORDS**

- (a) Within ten (10) days of issuance of the Notice to Proceed, The Contractor shall submit to the Contracting Officer a list of employees to be assigned to this project. The Contractor shall maintain such basic records and payroll records relating thereto during the course of the work and shall preserve them for a period of three years after final payment for all laborers and mechanics working at the site of the work. Such records shall contain the name and address of each such employee, correct classification, rate of pay (including rates for contribution for or costs assumed to provide fringe benefits), the daily and weekly number of hours worked, deductions made, and actual wages paid.
- (b) The Contractor shall submit biweekly, a copy of all payrolls to the Contracting Officer. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The copy shall be accompanied by a statement signed by the Contractor indicating that the payrolls are correct and complete, that the wage rates contained therein

are not less than those determined herein, and that the classifications set forth for each laborer or mechanic conform with the work performed.

- (c) The Contractor shall make the records required under this clause available for inspection by the Contracting Officer or his duly authorized representatives and shall permit the Contracting Officer or his duly authorized representatives to interview employees during working hours on the site of the work.

**5. WITHHOLDING OF FUNDS**

- (a) The Contracting Officer may withhold or cause to be withheld from the Contractor, so much of the accrued payments or advances as may be considered necessary (1) to pay laborers and mechanics employed by the Contractor or any subcontractor on the work the full amount of wages required by this contract, and (2) to satisfy any liability of any Contractor for liquidated damages under Clause 2, "Overtime Compensation".
- (b) If any Contractor fails to pay any laborer or mechanic employed or working on the site of the work, all or part of the wages required by this contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

**6. SUBCONTRACTS**

The Contractor agrees to insert the Labor Standard Provisions hereof in all subcontracts let under this contract.

**7. CONTRACT TERMINATION--DEBARMENT**

A breach of any clause herein specified may be grounds for termination of the contract, and for debarment of the Contractor from government contracting.

**END OF LABOR STANDARD PROVISIONS**

## **BID SCHEDULE**

Bidders Please Note: Before completing the **Bid Schedule** and preparing the Proposal, carefully read "**Invitation for Bids**" and "**Notice to Bidders**" and Section 103 of the Special Contract Requirements of the Specifications.

The bidder shall insert a unit amount in words and an equivalent numerical amount for each pay item name for which an estimated quantity appears in the Bid Schedule. A unit bid price is not to be entered nor tendered for any pay item name for which no estimated quantity appears. Whenever a contingent amount is shown for any item in the **Bid Schedule**, such amount shall govern and be included in the total bid.

The basis for awarding the bid shall be as described in the Instructions to Bidders, Notice to Bidders, and Section 102 of the Special Contract Requirements.

## ROUTE 205 ROAD AND DRAINAGE IMPROVEMENT PROJECT BID SCHEDULE

Pay Item No.	Description (With Unit Bid Price in Words)	Unit	Estimated Quantity	Unit Bid Price	Bid Amount
15101	Force Account	Contingent	1	\$ 50,000.00	\$ 50,000.00
15101	Mobilization and Demobilization	Lump Sum	1	\$	\$
15201	Construction Survey and Staking	Lump Sum	1	\$	\$
15202	Survey for Permanent Monuments and Markers	Each	2	\$	\$
15701	Soil Erosion Control	Lump Sum	1	\$	\$
20101	Clearing and Grubbing	Acre	2.15	\$	\$
20102	Removal of Trees	Each	6	\$	\$

Route 205. Road and Drainage Improvement

Pay Item No.	Description (With Unit Bid Price in Words)	Unit	Estimated Quantity	Unit Bid Price	Bid Amount
20303	Removal of Traffic Signs and Signboard	Each	3	\$	\$
20304	Removal of Existing Guardrail	Linear Foot	177	\$	\$
20305	Removal of Structures and Obstruction	Lump Sum	1	\$	\$
20401	Roadway Excavation	Cubic Yard	3,850	\$	\$
20403	Embankment Construction	Cubic Yard	200	\$	\$
25101	Grouted Riprap, Complete-in-Place	Square Yard	130	\$	\$
30101	New Coral Aggregate Basecourse, 8" depth, Complete-in-place compacted	Square Yard	5870	\$	\$
30102	New Coral Aggregate Basecourse, 8" depth, Complete-in-place compacted	Square Yard	5870	\$	\$

Route 205. Road and Drainage Improvement

Pay Item No.	Description (With Unit Bid Price in Words)	Unit	Estimated Quantity	Unit Bid Price	Bid Amount
40201	Hot Asphalt Concrete Pavement, 2-1/2 inch thick, Class A grading C Type IV smoothness	Square Yard	6950	\$	\$
40601A	Dense Graded Anti-skid Asphalt Pavement, 1-inch thick, Grading "E"	Square Yard	275	\$	\$
41201	Asphalt Prime Coat, Grade SS-1H	Square Yard	5870	\$	\$
41202	Asphalt Prime Coat, Grade SS-1H	Square Yard	275	\$	\$
60201A	24" diameter High Density Polyethelene Perforated Corrugated Pipe, Type S, N-12, complete-in-place	Linear Foot	127	\$	\$
60201B	24" HDPE Pipe Connection, Type S, N-12, complete-in-place	Lump Sum	1	\$	\$
60402	Catch Basin, Complete-in-place	Each	5	\$	\$
60801A	4" Concrete Swale, complete-in-place	Linear Foot	2456	\$	\$
60801B	6" Concrete Swale @ Diveway, complete-in-place	Linear Foot	125	\$	\$



Route 205. Road and Drainage Improvement

Pay Item No.	Description (With Unit Bid Price in Words)	Unit	Estimated Quantity	Unit Bid Price	Bid Amount
60801C	Grass Swale, Complete-in-place	Linear Foot	1980	\$	\$
60801D	Gravel Filled Swale, Complete-in-place	Linear Foot	170	\$	\$
60801E	Check Dam	Each	28	\$	\$
60801F	Driveway along Swale @ Cut Area, Complete-in-place	Each	3	\$	\$
60801G	Driveway along Swale @ Fill Area, Complete-in-place	Each	1	\$	\$
61101	Concrete Headwall, Complete-in-place	Each	2	\$	\$
61102A	Water Valve Box Cover Adjustment, Complete-in-place	Each	2	\$	\$
61102B	Water Manhole Cover Adjustment, Complete-in-place	Each	1	\$	\$
61102C	Relocation/Adjustment of Existing 2" Waterline pipes including excavation, backfilling, fittings, and appurtenances, complete-in-place	Linear Foot	750	\$	\$

Route 205. Road and Drainage Improvement

Pay Item No.	Description (With Unit Bid Price in Words)	Unit	Estimated Quantity	Unit Bid Price	Bid Amount
61102D	Relocation/Adjustment of Existing 2.5" Waterline pipes including excavation, backfilling, fittings, and appurtenances, complete-in-place	Linear Foot	10	\$	\$
61103	Relocation of Fire Hydrant Assembly, including fittings and appurtenances, complete-in-place	Each	1	\$	\$
61104	Water Meter Adjustment, complete-in-place	Each	2	\$	\$
61701	Guardrail System G4, W-Beam, Type 1, Class B with Plastic Blocks, including foundation, mow strip pad, base course, etc., Complete-in-place	Linear Foot	177	\$	\$
61702	End Terminal Section Type SRT 350, including accessories, Complete-in-place	Each	1	\$	\$
62101	Survey Monument, Complete-in-place	Each	2	\$	\$
63101	Relocate Existing Power Poles including lines and appurtenances	Each	1	\$	\$
63301	Traffic Sign, Type 1, Complete-in-place	Each	8	\$	\$
63401	Pavement Marking, Type H, 4-inch wide white or yellow	Linear Foot	6341	\$	\$

Route 205. Road and Drainage Improvement

<b>Pay Item No.</b>	<b>Description (With Unit Bid Price in Words)</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Bid Price</b>	<b>Bid Amount</b>
63402	Raised Pavement Marking, Type "YY"	Each	135	\$	\$
63403	Temporary Traffic Control	Lump Sum	1	\$	\$
<b>TOTAL</b>					<b>\$</b>

**PROPOSAL**

Date: \_\_\_\_\_

To: Director, Division of Procurement and Supply  
Commonwealth of the Northern Mariana Islands  
Lower Base, Saipan 96950

Gentlemen:

The undersigned (hereafter called the Bidder), a \_\_\_\_\_  
(Corporation, Partnership or Individual)

organized and/or licensed to do business under the laws of the Commonwealth of the Northern Mariana Islands, hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the **Route 205 Road and Drainage Improvement Project**, all in accordance with the scope of work, drawings, specifications, and other contract documents prepared by the Department of Public Works for the sum indicated in the **"BID SCHEDULE"** attached hereto plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in accordance with the unit and/or lump sum prices stated in the itemized "Bid Schedule".

The undersigned has examined the location of the proposed work, the drawings, specifications and other contract documents and is familiar with the local conditions at the place where the work is to be performed. The undersigned further acknowledges receipt of the following addenda:

ADDENDUM NO.	DATED
_____	_____
_____	_____
_____	_____
_____	_____

The undersigned understands that the Government reserves the right to reject any or all bid or to waive any informality or technicality in any bids in the interest of the Government.

The bid guarantee attached, in the sum of not less than fifteen percent (15%) of the amount of the bid, is furnished to the Government as a guarantee that an agreement will be executed. In the event that this bid is accepted, and the undersigned bidder shall fail to execute the contract under the conditions and within the time specified in this bid document, the bid guarantee shall be forfeited as liquidated damages for the delay and additional work and costs caused thereby in obtaining another bidder, said amount being beforehand determined as being reasonable and containing no penalties.

If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the bid opening, the undersigned agrees to execute the forms of agreement included as one of the Contract Documents, and to furnish a Performance and Payment Bonds, each in an amount equal to 100% of the contract amount within 21 days after receipt of such notice.

If awarded the contract, the undersigned agrees to commence work under this contract on the date specified in the written "Notice to Proceed" as established by the Government and fully complete the project within \_\_\_ calendar days.

The undersigned further agrees to pay to the Government as liquidated damages the amount stipulated in Subsection 108.04 of the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-03 for each and every calendar day of delay beyond the established completion time.

Accompanying this proposal are the following:

- (a) Completed Bid Bond in the form of  Bidder' Bond,  Cashier's Check  Certified Check  
Check One
- (b) Completed "Non-Collusion Affidavit"
- (c) Completed "Major Shareholders Disclosure Affidavit"
- (d) Certification of Non-segregated Facilities
- (e) Major Shareholders Disclosure Affidavit
- (f) Equal Employment Opportunity Certification
- (g) Bid Schedules

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, and to the best of his knowledge and belief that:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices that have been quoted in this bid have not been knowingly disclosed by the bidder or with any competitor.
3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

This bid may be withdrawn at any time prior to the scheduled time for the opening of the bids or any authorized postponement thereof.

Representative: \_\_\_\_\_  
(Print Name) (Signature)

\_\_\_\_\_ Title

\_\_\_\_\_ Company Name

BOND NO. \_\_\_\_\_

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we,

\_\_\_\_\_ as PRINCIPAL,  
and \_\_\_\_\_ as SURETY,  
are held and firmly bound unto the Commonwealth of the Northern Mariana Islands, hereinafter called the  
"Government", in the penal sum of:

\_\_\_\_\_ Dollars (US \$ \_\_\_\_\_) for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH** that whereas the Principal has submitted the accompanying bid dated \_\_\_\_\_, 20\_\_ for \_\_\_\_\_.

**NOW THEREFORE**, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or if no period be specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Government, in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give bond within the time specified, of the Principal shall pay the Government the differences between the amount specified in said bid and the amount for which the Government may procure the required work and/or supplies, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

**IN WITNESS WHEREOF**, the above-bounden parties have executed this instrument under their several seals, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate seal being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The amount of premium charges is \_\_\_\_\_.

(The above must be filled in by Corporate Surety).

IN PRESENCE OF:

L \_\_\_\_\_ SEAL  
(Individual Principal)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_ SEAL  
(Individual Principal)

\_\_\_\_\_  
(Business Address)

Attest: \_\_\_\_\_ SEAL  
(Corporate Principal)

\_\_\_\_\_  
(Business Address)

AFFIX CORPORATE SEAL

BY:

\_\_\_\_\_ SEAL  
Attest: (Corporate Surety)

\_\_\_\_\_  
(Business Address)

**Certificate as to Corporate Principal**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the Principal was then \_\_\_\_\_ of said Corporation; that I know his/her signature, and his/her signature is genuine; and that said bond was duly signed, sealed and attested for and on behalf of said Corporation by authority of its governing body.

\_\_\_\_\_

Corporate Seal)

**NON-COLLUSION AFFIDAVIT**

Project Title: \_\_\_\_\_

Project Number: \_\_\_\_\_

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS )  
SAIPAN, MARIANA ISLANDS ) ss

\_\_\_\_\_, being first duly sworn, deposes and says:

(Name)

That he is \_\_\_\_\_

(a partner or officer of the firm of, etc.)

the party making the foregoing bid, that such bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the bid price of affiance or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Commonwealth of the Northern Mariana Islands or any other bidder, or to secure any advantage against the Commonwealth of the Northern Mariana Islands or any person interested in the proposed contract; and that all statements in bid are true.

\_\_\_\_\_  
Signature of

Bidder, if the bidder is an individual;  
Partner, if the bidder is a partnership;  
Officer, if the bidder is a corporation.

Subscribed and sworn to before me

this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Seal of Notary Public

My commission expires \_\_\_\_\_, \_\_\_\_\_



(Non-Collusion Affidavit)  
**CERTIFICATION OF NON-SEGREGATED FACILITIES**

Project: \_\_\_\_\_

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$ 10,000 which are not exempt from the Equal Opportunity Clause).

The Federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term segregated facilities means "any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker room and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain such certifications in his files.

Representative: \_\_\_\_\_

Title:  
\_\_\_\_\_

Company: \_\_\_\_\_

**NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.**

(Certification of Non-Segregated Facilities)

**MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT**

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS )  
SAIPAN, MARIANA ISLANDS ) ss

I, the undersigned, \_\_\_\_\_, being first duly sworn, deposes  
(a partner or officer of the company of, etc.)

and says:

- 1. That the persons who have held more than ten percent (10%) of the company's shares during the past twelve months are as follows:

<u>Name</u>	<u>Address</u>	<u>Percentage of Shares Held</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total number of Shares		_____

- 2. Persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for which this Affidavit is submitted are as follows:

<u>Name</u>	<u>Address</u>	<u>Amount of Commission Gratuity or other Compensation</u>
_____	_____	_____

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of individual if bidder is a sole proprietorship; Partner, if the bidder is a partnership; Officer, if the bidder is a corporation.

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public  
In and for the CNMI  
My commission expires \_\_\_\_\_

(Major Shareholders Disclosure Affidavit)

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

(See Required Contract Provisions on Federal-Aid Construction Contracts)

Page RCP-1

Date: \_\_\_\_\_

Project: \_\_\_\_\_

The bidder represents that he [ ] has, [ ] has not, participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 11248, or the Secretary of Labor; that he [ ] has, [ ] has not, filed all required compliance reports, and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontractor awards.

Representative: \_\_\_\_\_ (Print Name) \_\_\_\_\_ (Signature)

Title: \_\_\_\_\_

Company: \_\_\_\_\_

(The above representation need not be submitted in connection with contracts or subcontracts that are exempt from the clause).

(EEO Certification)

**COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS**  
**DEPARTMENT OF PUBLIC WORKS**  
Saipan, MP 96950

CONTRACT No. \_\_\_\_\_

**AGREEMENT and CONTRACT**  
**for CONSTRUCTION**

*This Agreement and Contract is entered into between the Commonwealth of the Northern Mariana Islands (the "Commonwealth"), represented by the Contracting Officer, and \_\_\_\_\_ (the "Contractor") for the **Route 205 Road and Drainage Improvement Project, Saipan, Commonwealth of the Northern Mariana Islands (CNMI)**, (the "Project"). The Commonwealth and the Contractor agree as follows—*

**ARTICLE 1. THE CONTRACTOR SHALL** furnish all materials, labor, equipment, tools and services necessary to perform in a workmanlike manner all work required for the completion of the Project, as described in the Scope of Work and in strict compliance with the Contract Documents, for the firm fixed price of \_\_\_\_\_ (\$\_\_\_\_\_).

(a) **Payments to Contractor.** The Commonwealth shall make progress payments to the Contractor in accordance with the General Conditions. No other payments will be made.

(b) **Contract Time.** The Contractor shall commence work on the date stated in the written Notice to Proceed issued by the Contracting Officer, and shall complete the Project ready for use within \_\_\_\_\_ (\_\_\_\_) calendar days of commencement, exclusive of any review time or suspension time imposed by the government that delays the orderly prosecution of the work.

(c) **Subcontractors.** The Contractor shall bind every subcontractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the Government.

**ARTICLE 2. LIQUIDATED DAMAGES.** The Contractor shall pay to the Commonwealth the sum of \_\_\_\_\_ (\$\_\_\_\_\_) not as a penalty but as reasonable liquidated damages for breach of this Contract by the Contractor, by his failing, neglecting or refusing to complete the work within the time herein specified, and said sums shall be paid for each consecutive calendar day that the Contractor shall be in default beyond the time stipulated in the Contract for completing the work.

**ARTICLE 3. RECORDS.** The Contractor and subcontractors at all levels shall provide the Public Auditor of the Commonwealth of the Northern Mariana Islands access to examine and copy any records, data, or papers relevant to the Contract until three (3) years have passed since the final payment under the Contract. (Reference 1 CMC §7845.)

**ARTICLE 4. DEBARMENT AND SUSPENSION.** In addition to other causes set forth in the CNMI Procurement Regulations §8-212(2), a breach of ethical standards under any of the following sections of the CNMI Procurement Regulations shall be cause for (i) debarment or suspension of the Contractor and/or (ii) termination of the Contractor for default.

**Section 8-205 Gratuities and Kickbacks.**

(1) *Gratuities.* It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.

(2) *Kickbacks.* It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

**Section 8-206 Prohibition Against Contingent Fees.**

(1) *Contingent fees.* It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure government contracts upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

(2) *Representation of contractor.* Every person, before being awarded a government contract, shall represent, in writing that such person has not retained anyone in violation of this section. Failure to do so constitutes a breach of ethical standards.

**ARTICLE 5. CONTRACT DOCUMENTS.** The following instruments (if checked) constitute the Contract Documents, and collectively evidence and constitute the Contract. (“Future Documents” will become Contract Documents by operation of the Contract at a later date.)

Existing Documents	Future Documents
<input checked="" type="checkbox"/> Agreement and Contract	<input checked="" type="checkbox"/> Notice to Proceed
<input type="checkbox"/> Scope of Work	<input checked="" type="checkbox"/> Performance and Payment Bonds
<input type="checkbox"/> General Conditions	<input checked="" type="checkbox"/> Bid Schedules
<input checked="" type="checkbox"/> Labor Standards Provisions	<input checked="" type="checkbox"/> Contractor’s Bid Proposal
<input checked="" type="checkbox"/> Special Conditions	<input checked="" type="checkbox"/> Invitation to Bid, DPW__-__-__
<input type="checkbox"/> Request for Proposals	<input checked="" type="checkbox"/> Technical Specifications
<input type="checkbox"/> Minutes of Pre-award meetings	<input type="checkbox"/> Contract management documents issued by the Contracting Officer
<input checked="" type="checkbox"/> Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-03	

**ARTICLE 6. SEVERABILITY.** If any contractual provision, clause, duty or obligation is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions, clauses, duties and/or obligations of the Contract Documents where such can be given effect without the invalid provision, clause, duty or obligation. To this end such provisions, clauses, duties or obligations are agreed by the parties to be severable. Severability of Procurement actions are governed by the applicable procurement regulations.

**ARTICLE 7. SIGNATURE REQUIREMENTS.** No contract can be formed prior to the approval of all required signatories, as evidenced by the signature affixed below of each of them, made in the order listed. The Contract shall become effective upon certification of contract completion by the Director of Procurement and Supply.

**1. Expenditure Authority**

I declare that I have complied with the construction procedures of the CNMI Procurement Regulations in the procurement of this contract, that this contract is for a public purpose, and that the contract does not waste or abuse public funds. I declare that I, personally, have the authority to obligate the expenditure of funds for this contract. I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed this day on Saipan, Commonwealth of the Northern Mariana Islands.

\_\_\_\_\_ Date: \_\_\_\_\_  
RAY N. YUMUL  
Secretary of Public Works

**2. Contracting Officer for the Commonwealth**

\_\_\_\_\_ Date: \_\_\_\_\_  
RAY N. YUMUL  
Secretary of Public Works

**3. Procurement and Supply**

I hereby certify that to the best of my information and belief this contract is in compliance with the CNMI Procurement Regulations, is for a public purpose, and does not waste or abuse public funds.

\_\_\_\_\_ Date: \_\_\_\_\_  
Brien Sers Nicholas  
Acting Director of Procurement Services

**4. Department of Finance**

I hereby certify that there are sufficient funds available in Account Number \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ for the execution of this contract.

\_\_\_\_\_ Date: \_\_\_\_\_  
Tracy Norita  
Secretary of Finance



**5. Attorney General**

I hereby certify that this contract has been numbered, reviewed and approved as to form and legal capacity.

\_\_\_\_\_ Date: \_\_\_\_\_  
Edward Manibusan  
Attorney General

**6. Governor**

\_\_\_\_\_ Date: \_\_\_\_\_  
Arnold I. Palacios, Governor  
Commonwealth of the Northern Mariana Islands

**7. Contractor:** \_\_\_\_\_

On behalf of the Contractor, I represent that I am authorized to bind the Contractor to the terms of this Contract, and by my signature I do so hereby accept for the Contractor, and bind the Contractor to, the terms of this Contract. I further represent for the Contractor that no person associated with the Contractor has retained any person in violation of Section 6-206 of the CNMI Procurement Regulations.

\_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**8. CERTIFICATION OF CONTRACT COMPLETION**

I hereby certify that this contract bears all signatures and is therefore complete.

\_\_\_\_\_ Date: \_\_\_\_\_  
Brien Sers Nicholas  
Acting Director, Division of Procurement Services

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**END OF CONTRACT and AGREEMENT**

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**PROCUREMENT INFORMATION**

For Government Use Only

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**Method of Procurement (Check one only)**

- Competitive Sealed Bids, \_\_\_\_\_
- Competitive Sealed Proposals
- Small Purchase
- Sole Source
- Emergency
- Expedited

**Type of Procurement (Check one only)**

- Initial Procurement
- Subsequent Procurement—
  - Following Bid Protest
  - Government's Option
  - Replacement for Defaulted Contractor

**Government contract numbers of all related contracts with the Vendor:**

"NONE"

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## **INSTRUCTIONS**

1. This form shall be used for construction work or the furnishing of supplies, wherever a bond is required.
2. Business Permit: Bonding companies, insurance, or banks are required to have a Certificate of Authority and/or business permit in the Northern Mariana Islands in order to bond a contractor or his subcontractor(s) for his project.
3. The name, including full Christian name, and residence of each individual party to the bond shall be inserted in the body thereof, and each such party shall sign the bond with his signature on the line opposite the scroll seal.
4. If the principals are partners, their individual names shall appear in the body of the bond, with recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.
5. The signature of a witness shall appear in the appropriate place, attesting the signature of each individual party to the bond.
6. If the principle or surety is a corporation, the name of the State or Territory in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.
7. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or the assistant secretary, according to the form attached thereto, in lieu of such certificate, there must be action as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be a true copy.
8. The date of the bond must not be prior to the date of the instrument for which it is given.
9. All bonds and guarantees for bid, payment and performance whether provided by a Surety or guarantor must be submitted in the forms provided in the Contract specifications. Deviations from such forms may be cause for rejection.
10. Contract Security: The Commonwealth of the Northern Mariana Islands will accept contract surety from any reputable insurance, bonding company or bank acceptable to the Commonwealth of the Northern Mariana Islands.

**PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENT**, that we,

\_\_\_\_\_ as PRINCIPAL, and  
\_\_\_\_\_ as SURETY, are  
held and firmly bound unto the Commonwealth of the Northern Mariana Islands, hereinafter call "the  
Government", in the penal sum of:

\_\_\_\_\_ Dollars  
(US\$\_\_\_\_\_) for the payment of which sum will and truly to be made, we bind ourselves,  
our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH**, that whereas the Principal entered into  
a certain contract, hereto attached, with the Government dated \_\_\_\_\_, 20\_\_\_\_, for the  
\_\_\_\_\_.

**NOW, THEREFORE**, if the Principal shall promptly make payment to all persons, suppliers,  
laborers, and materials in the prosecution of the work provided for in said contract, and any and all  
duly authorized modifications of said contract that may hereafter be made, notice of which  
modifications to the Surety being hereby waived, then, this obligation to be void; otherwise to remain  
in full force and virtue.

**IN WITNESS WHEREOF**, the above-bounden parties have executed this instrument under their  
several seals, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate  
seal of each corporate party being hereto affixed and these presents duly signed by its undersigned  
representative, pursuant to authority of its governing body.

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The amount of premium charges is \_\_\_\_\_.

(The above must be filled in by Corporate Surety).

IN PRESENCE OF:

\_\_\_\_\_  
(Individual Principal) \_\_\_\_\_ SEAL

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Individual Principal) \_\_\_\_\_ SEAL

\_\_\_\_\_  
(Business Address)

Attest: \_\_\_\_\_ SEAL  
(Corporate Principal)

\_\_\_\_\_  
(Business Address)

AFFIX CORPORATE SEAL

BY:

Attest: \_\_\_\_\_ SEAL  
(Corporate Surety)

\_\_\_\_\_  
(Business Address)

**Certificate as to Corporate Principal**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the Principal was then \_\_\_\_\_ of said Corporation; that I know his/her signature, and his/her signature is genuine; and that said bond was duly signed, sealed and attested for and on behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
(Corporate Seal)

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENT**, that we,

\_\_\_\_\_ as PRINCIPAL, and  
\_\_\_\_\_ as SURETY, are  
held and firmly bound unto the Commonwealth of the Northern Mariana Islands, hereinafter call "the  
Government", in the penal sum of:

\_\_\_\_\_ Dollars  
(US\$ \_\_\_\_\_) for the payment of which sum will and truly to be made, we bind ourselves,  
our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH**, that whereas the Principal entered into  
a certain contract, hereto attached, with the Government dated \_\_\_\_\_, 20\_\_\_\_, for the  
\_\_\_\_\_.

**NOW, THEREFORE**, if the Principal shall well and truly perform and fulfill all the undertakings,  
covenants, terms, conditions, and agreement of said contract during the original term of said contract  
and any extensions thereof that may be granted by the Government, with or without notice to the  
Surety, and during the life of any guaranty required under the contract, and shall also well and truly  
perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all  
duly authorized modifications of said contract that may hereafter be made, notice of which  
modifications to the Surety being hereby waived, then, this obligation to be void; otherwise to remain  
in full force and virtue.

**IN WITNESS WHEREOF**, the above-bounden parties have executed this instrument under their  
several seals, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate  
seal of each corporate party being hereto affixed and these presents duly signed by its undersigned  
representative, pursuant to authority of its governing body.

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The amount of premium charges is \_\_\_\_\_.

(The above must be filled in by Corporate Surety).

IN PRESENCE OF:

\_\_\_\_\_  
(Individual Principal) \_\_\_\_\_ SEAL

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Individual Principal) \_\_\_\_\_ SEAL

\_\_\_\_\_  
(Business Address)

Attest: \_\_\_\_\_ SEAL  
(Corporate Principal)

\_\_\_\_\_  
(Business Address)

AFFIX CORPORATE SEAL

BY:

Attest: \_\_\_\_\_ SEAL  
(Corporate Surety)

\_\_\_\_\_  
(Business Address)

**Certificate as to Corporate Principal**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the Principal was then \_\_\_\_\_ of said Corporation; that I know his/her signature, and his/her signature is genuine; and that said bond was duly signed, sealed and attested for and on behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
(Corporate Seal)

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Project: \_\_\_\_\_

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988.

In addition, this certification is a material representation of fact upon which reliance is placed when the Government determines to award the contract. If it is later determined that the contractor knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the Government, in addition to any other remedies available, may take action authorized under the Drug-Free Workplace Act.

A. The contractor certifies that it will 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 at the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace; and the contractor's policy of maintaining a drug-free workplace;
  - (2) Any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that such employee to be engaged in the performance of the work be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract, the employee will:
  - (1) Abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the Government within ten days after receiving notice under subparagraph (d) (1), with respect to any employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(1), with respect to any employee who is so convicted:
  - (1) Taking appropriate personnel action against such an employee, up to and including termination; or requiring such employee to participate satisfactorily, complete a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or Local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (a), (b), (c), (d), (e) and (f).



- B. Insert in the space provided below, or include as a separate attachment, a list of the site(s) for the performance of work done in connection with the specific contract:

\_\_\_\_\_

Place of Performance (Street, Road, Village, Island)

Representative: \_\_\_\_\_

(Print Name) (Signature)

Title: \_\_\_\_\_

Company: \_\_\_\_\_

**DIVISION 100  
GENERAL REQUIREMENTS**

**SECTION 101  
TERMS, FORMAT AND DEFINITIONS**

**101.04**     **DEFINITIONS:** Add the following terms to this Subsection:

Contracting Officer – The Secretary of Public Works, Commonwealth of the Northern Mariana Islands

City, Town or District – A subdivision of the Commonwealth of the Northern Mariana Islands used to designate or identify the location of the project

CNMI – Commonwealth of the Northern Mariana Islands

Government - The Commonwealth of the Northern Mariana Islands

Owner - The term Owner and/or Engineer means the CO and their authorized representatives.

State- Commonwealth of the Northern Mariana Islands

Secretary – Secretary of the Department of Public Works

**END OF SECTION 101**

## Section 102. – BID, AWARD, AND EXECUTION OF CONTRACT

**102.01 Acquisition Regulations.** – This subsection is supplemented to incorporate the CNMI Procurement Regulations, dated May 24, 2001.

**102.02 Preparation of Bids.** - The following is added to this subsection:

Bids in duplicate shall be submitted on the forms furnished, or copies thereof, and must be signed in ink. Erasures or other changes in bid must be explained or noted over the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures or alterations or items not called for in the bid or irregularities of any kind may be rejected as being incomplete. Telegraphic bids will not be considered.

The “Bid Form” may require submissions of a price or prices for one or more items. It may be lump sum bids, or scheduled bid items, resulting in a bid or a unit of construction or a combination of it. Failure to bid on items that are required will cause disqualification of bid. In the event that items are not required the bidder must insert the word **“No Bid”** in the space provided.

Submitted bids may be modified only if the modification is received before the scheduled bid opening.

Each bid must give the full business address of the bidder and be signed by him with his usual signature. Bids by partnership must furnish the full names of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of incorporation and by the signature and designation of the president, secretary or other person signing, which shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word president, agent or other designation without disclosing his principal may be held to the bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

Bids with bid guarantee shall be enclosed in a sealed envelope and shall be addressed to the Secretary of Public Works and marked **“Route 205 Road and Drainage Improvement Project.**

**102.03 Bid Guarantee.** - Delete this subsection and substitute the following:

Bids shall be accompanied by a bid guarantee of not less than fifteen percent (15%) of the total bid price for which an award can be made. Bid, guarantee may be bid bond (form enclosed), certified check or cashier's check. Bid, bond shall be signed by the bidder or two major officers of the Surety and Resident General Agent. If the Surety is a foreign or alien surety and shall be accompanied with copies of current Certificate of Authority to do business on Commonwealth of the Northern Mariana Islands issued by the Department of Revenue and Taxation, Power of Attorney issued by the Surety to the Resident General Agent and Power of Attorney issued by two major officers of the Surety to whoever is signing on their behalf. Certified check or cashier's check must be issued by a banking institution licensed to do business in Commonwealth of the Northern Mariana Islands and shall be made payable to the Treasurer of Commonwealth of the Northern Mariana Islands. Such bid bond or check shall be submitted with the understanding that it shall guarantee that the bidder will not withdraw his bid for sixty (60) calendar days after the scheduled closing time for the receipt of bids; that if his bid is accepted, he will enter a formal contract with the Owner according to the form of agreement included as a part of the contract documents, and that the required performance and payment bond will be given; and that in case of the withdrawal of said bid within said period, or the failure to enter said contract and give said bond within twenty-one (21) calendar days after he has received notice of the acceptance of his bid, the bidder shall be liable to the Owner for the full amount of the bid guarantee as

representing the damage to the Owner due to the default of the bidder in any particular hereof. The bid guarantee will be returned to all bidders except the three lowest bidders within three days after the bid opening. The bid guarantee of the second and/or third low bidder will be returned thirty (30) calendar days after the bid opening date upon request, provided that he has not been notified by the Owner of the acceptance of his bid prior to the date of request. The bid guarantee of the lowest qualified bidder shall be returned within forty-eight (48) hours after the Owner and the qualified bidder have executed the contract.

**102.04 Individual Surety.** - This subsection is supplemented as follows:

The Contractor shall use the "Performance and Payment Bonds" form attached with the bid document.

**102.05 Public Opening of Bids.** - Replace this subsection with the following:

Bids will be publicly opened at the time and place specified in the "Invitation for Bid." The content of the bid will be made public for the information of bidders and other interested parties who may be present, either in person or by representative.

**102.06 Performance and Payment Bonds.** - Replace this subsection with the following:

Furnish performance and payment bonds in the penal sum equivalent to the contract amount. If the Contractor fails to satisfactorily execute the required forms of contract, performance bond, and payment bond, within the time established by the Commonwealth, the Commonwealth may proceed to have the required work performed by contract or otherwise, and the Contractor shall be liable for any excess cost to the Commonwealth and the Contractor's bid guarantee shall be available toward off-setting such excess cost.

The copies of the Form of Bid Bond, Form of Performance Bond and Form of Payment Bond enclosed are incorporated in these General Conditions by references and are made a part hereof to the same extent as though fully set forth herein.

The sureties of all bonds shall be such of surety companies authorized to transact business in the State or Commonwealth where the proposed project is located. The Commonwealth must approve the Bonds prior to execution of the formal contract. On contracts for materials and equipment where no labor is involved, Performance and Payment Bonds will not be required unless otherwise stated.

Add the following subsections to this section:

**102.07 Award of Contract.** - Added Subsection:

The Government reserves the right to waive any informality in the bids received when such waiver is in the interest of the Government.

Award of contract will be made to the lowest qualified bidder whose bid, conforming to the "**Invitation for Bids**" is most responsive and advantageous to the Government, price and other factors considered.

**102.08 Pre-bid Conference.** - Added subsection:

A Pre-Bid Conference among the prospective bidders will be held at the time and place specified in the "Invitation for Bid." Questions concerning the plans and specifications of Special Contract Requirements shall be submitted before the conference. All interpretations made at the conference will be issued as addendum to the Special Provisions and forwarded to all prospective bidders. Written acknowledgment of receipt will be required on all bids submitted. No other interpretations of any data will be made before award of contract.

**END OF SECTION 102**

## Section 103. – SCOPE OF WORK

### **103.01 Intent of Contract.** - Replace this subsection with the following:

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

### **103.02 Disputes.** - Replace this subsection with the following:

(a) Notwithstanding any other provision of the Contract, before the contractor may bring any action law equity relating to any dispute relating to the Contract, including but not limited to claims for wrongful termination or breach, the Contractor must first submit the dispute to administrative resolution and appeal as provided by this clause.

(b) Any dispute between the Commonwealth and the Contractor relating to the performance, interpretation of, or compensation due under the Contract, must be filed in writing with the Director of Procurement and Supply and with the Secretary of Public Works within ten calendar days after the Contractor obtains knowledge of the facts surrounding the dispute.

(c) The Secretary of Public Works will attempt to resolve the dispute by mutual agreement. If the dispute cannot be settled, either the Contractor or the Contracting Officer may request a decision on the dispute from the Director of Procurement & Supply. The Director shall review the facts pertinent to the dispute, secure necessary legal assistance and prepare a decision that shall include:

- (i) Description of the dispute;
- (ii) Reference to pertinent contract terms;
- (iii) Statement of the factual areas of disagreement or agreement; and
- (iv) Statement of the decision as to the factual areas of disagreement and conclusion of the dispute with any supporting rationale.

(d) The Director of Procurement and Supply may require a hearing or that information be submitted on the record, in his discretion.

(e) Whenever the Contractor has a dispute pending before the Secretary of Public Works or the Director of Procurement and Supply, the Contractor must continue to perform according to the terms of the contract, and failure to so continue shall be deemed to be a material breach of the contract unless the Contractor obtains a waiver of this provision by the Secretary of Public Works.

(f) Paragraphs (b) through (e) are derived from §5-201 of the CNMI Procurement Regulations, and shall be interpreted so as not to be in conflict with the CNMI Procurement Regulations. If an officer of the Commonwealth other than the Secretary of Public Works executes the Contract and Agreement as “expenditure authority”, then that officer shall be substituted for “Secretary of Public Works” in paragraphs (b) through (e).

(g) Disputes arising out of the Labor Standards Provisions of this Contract (if any) shall be subject to this clause, except, to the extent such disputes involve classifications or wage rate contained in the CNMI Title and Pay Plan, which questions shall be referred to the Contracting Officer.

(h) Nothing in this clause shall serve to limit any remedies at law or equity available to the Commonwealth.

**103.03 Value Engineering.** - Replace this subsection with the following:

**(a) General.** The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below. A VECP will not be accepted for deleted items.

**(b) Definitions.** "Collateral costs", as used in the clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings", as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs", as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs", as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings", as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of VECP, minus allowable Contractor's development and implementation costs, including subcontractor's development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)", means a proposal that:

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics provided it does not involve a change
  - (i) In deliverable end item quantities only; or
  - (ii) To the contract type only.

**(c) VECP Preparation.** As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

- (1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.
- (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
- (3) A separate, detailed cost estimate for:
  - (i) the affected portions of the existing contract requirement and
  - (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

**(d) Submission.** The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

**(e) Government Action.**

(1) The Contracting Officer shall notify the Contractor of the status of the VECP within 45 calendar days after the Contracting Officer receives it. If additional time is required, the Contracting Officer shall notify the Contractor within 45 calendar day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer shall notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to the Contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to the Contract, the Contractor shall perform in accordance with the existing Contract. The Contracting Officer's decision to accept or reject all or part of any VECP shall be final and not subject to the Disputes clause or otherwise subject to litigation under the Contract Disputes Act of 1978 (41 U.S.C. 601-613).

**(f) Sharing.**

(1) Rates. The Contractor's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by:

- (i) 55 percent for fixed-price contracts or
- (ii) 25 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to the Contract to:

- (i) Accept the VECP,
- (ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and
- (iii) Provide the Contractor's share of savings by adding the amount calculated under paragraph (1) above to the contract price or fee.



**(g) Collateral savings.** If a VECP is accepted, the instant contract amount shall be increased by 20 percent of any period projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings shall not exceed (1) the contract's firm-fixed price or estimated cost, at the time the VECP is accepted, or (2) \$100,000, whichever is greater. The Contracting Officer shall determine the amount of collateral savings, and the amount shall not be subject to the Disputes clause or otherwise subject to litigation under 41 U.S.C. 601-613.

**(h) Subcontracts.** The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payment; provided that these payments shall not reduce the Government's share of the saving resulting from the VECP.

**(i) Data.** The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by making the following legend on the affected parts:

"These data, furnished under the Value Engineering-Construction clause of the Contract, shall not be disclosed outside of the Government, duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data." (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

**END OF SECTION 103**

## Section 104. – CONTROL OF WORK

Replace this subsection with the following:

### **104.02 Authorities and Limitations.**

(a) All work under the Contract shall be performed under the general direction of the Contracting Officer, who alone shall have the power to bind the Commonwealth and to exercise the rights, responsibilities, authorities and functions vested in him by the contract documents, except that he shall have the right to designate authorized representatives to act for him. The authorized representatives are responsible for guiding the technical aspects of the project and for general surveillance of the work performed. The authorized representatives shall not make any commitments or authorize any changes which constitute work not within the general scope of the Contract, change the expressed terms and conditions hereof or specifications incorporated or included herein, or by any act or omission authorize expressly or otherwise, a basis for any increase in the contract price or time for performance. Whenever any provisions in the Contract specify an individual (such as, but not limited to, Construction Engineer, Inspector, or Custodian) or an organization (whether government or private) to perform any act on behalf of, or in the interest of the Commonwealth, that individual or organization shall be deemed to be the Contracting Officer's authorized representative under the Contract but only to the extent so specified. A copy of each document vesting authority in an authorized representative or designating an additional authorized representative shall be furnished to the Contractor.

(b) The Contractor shall perform the Contract in accordance with any order (including but not limited to instruction, direction, interpretation or determination issued by an authorized representative in accordance with his authority to act for the Contracting Officer; but the Contractor assumes all the risks and consequences of performing the contract in accordance with any order (including but not limited to, instruction, direction, interpretation, or determination) of anyone not authorized to issue such order.

(c) The work of the Contractor is subject to inspection to insure strict compliance with the terms of the Contract. No inspector is authorized to change any provision of the specifications without the written authority of the Contracting Officer, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the work.

Inspectors are authorized to inspect all work including the preparation, fabrication, or manufacture of material for the project. The inspector has authority to reject work until the issue can be referred to and decided by the CO.

(d) Specific requirements for concrete and miscellaneous structures - Furnish drawings for cribs, cofferdams, falsework, erection, temporary support systems, formwork, detour structures, and other temporary work and methods of construction proposed. Furnish drawings bearing the seal and signature of a professional engineer proficient in the pertinent design field.

### **104.03 Specifications and Drawings. - Replace this subsection with the following:**

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications shall be of like effect as if shown or mentioned in both. In case of a difference between drawings and specifications, the specifications shall govern. In case of discrepancy either in the figures, on the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such determination shall be at his risk and

expense. The Contracting Officer shall furnish from time to time such detail drawings and other information as he may consider necessary, unless otherwise provided.

(b) In case of difference between small and large scale drawings, the large scale drawings shall govern. Schedules on any contract drawing shall take precedence over conflicting information on that or any other contract drawing. On any of the drawings where a portion of the work is detailed or drawn out and the remainder is shown in outline, the parts detailed or drawn out shall apply also to all other like portions of the work.

(c) Where the word "similar" occurs on the drawings, it shall have a general meaning and not be interpreted as being identical, and all details shall be worked out in relation to their location and their connection with other parts of the work.

(d) The Contractor will be supplied with a set compact disc (CD) containing electronic files of the contract plans and specifications including special provisions.

**104.05 Load Restrictions.** - The third paragraph of this subsection is replaced with the following:

Unless otherwise permitted, do not operate equipment or vehicles that exceed the legal load limits over new or existing structures within the project. Repair or replace in an acceptable manner all damages to project work resulting from the use of such equipment or vehicles at no cost to the Government.

The following is added to this subsection:

On the portions of the project used to accommodate public travel, operate construction equipment and vehicle in a manner that does not conflict with traffic flow and minimizes delays to the traveling public.

The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation.

When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

Add the following subsections to this Section:

**104.06 Termination for Default.** - Added Subsection:

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will ensure its completion within the contract time, or fails to complete said work within the contract time, the Commonwealth may, by written notice to the Contractor from the Contracting Officer, terminate the Contractor's right to proceed with the work or such part of the work as to which there has been delay, after providing ten day's written notice and an opportunity to the Contractor to show cause why such action should not be taken. In the event of a termination for default under this clause, the Commonwealth may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plans as may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the work is terminated, the Contractor and his sureties shall be liable for any damage to the Commonwealth resulting from the Contractor's refusal or failure to complete the work within the contract time.

(b) The Contractor's right to proceed shall not be so terminated nor the Contractor charged

with resulting damage if:

- (i) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of nature, acts of the public enemy, acts of the Commonwealth in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Commonwealth, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers of any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and
- (ii) The Contractor, within ten (10) days from the beginning of any such delay (unless the Contracting Officer grants a further period of time before the date of final payment under the contract), notify the Contracting Officer in writing of the cause of delay. The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgement, the findings of fact justify such an extension and his findings shall be final, subject only to appeal as provided in the "Disputes and Remedies" clause.
- (c) If the Commonwealth terminates the Contractor's right to proceed under paragraph (a), the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work, together with any increased costs occasioned the Commonwealth in completing the work.
- (d) If the Contractor is in default under paragraph (a), but the Commonwealth does not terminate the Contractor's right to proceed, the resulting damage will consist of applicable liquidated damages until the work is completed or accepted.
- (e) The Contractor shall be in default of the Contract, and the Contracting Officer may immediately and without other notice, terminate the Contractor's right to proceed with the Contract through written notice to the Contractor of default termination, upon a determination by the Contracting Officer that, related to this particular contract, any of the following has occurred—
  - (i) The Contractor has committed any breach of ethical standards as defined in the Contract Documents, the CNMI Procurement Regulations, or other applicable law.
  - (ii) The Contractor has participated in any violation of the rules or regulations in the CNMI Procurement Regulations to the disadvantage of the Commonwealth.
  - (iii) The Contractor has colluded with other potential awardees of the Contract or with government employees to the disadvantage of the Commonwealth.
  - (iv) The Contractor knowingly requests and/or receives payment to which it is not entitled under the specific terms of the Contract.
  - (v) The Contractor accepts payment with knowledge that government employees or officials authorizing the payment have not complied with the terms of the Contract or applicable law.
- (f) If, after notice of termination of the contractor's right to proceed under any of the provisions of this clause, it is subsequently determined by the Contracting Officer (or, upon review of the Contracting Officer's decision, by an authorized administrative or judicial body) that the Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the "Termination for the Convenience of the Commonwealth" clause. This paragraph shall provide the exclusive remedy for a wrongful termination for default.
- (g) Any disagreement of the Contractor to any action taken by the Commonwealth under this

clause shall be a dispute within the meaning of the "Disputes and Remedies" clause.

The rights and remedies of the Commonwealth provided in this clause are in addition to any other rights and remedies provided by law or under the Contract.

**104.07 Termination for the Convenience of the Commonwealth. - Added Subsection:**

(a) Termination. The Contracting Officer may, when the interests of the Commonwealth so require, terminate this contract in whole or in part, for the convenience of the Commonwealth. The Contracting Officer shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when the termination becomes effective.

(b) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and, on the date set in the notice of termination, the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Contracting Officer may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the Commonwealth. The Contractor must still complete the work not terminated by the notice of termination and incur obligations as are necessary to do so.

(c) Right to Supplies. The Contracting Officer may require the Contractor to transfer title and deliver to the Commonwealth in the manner and to the extent directed by the Director of Procurement and Supply:

(i) Any completed supplies; and

(ii) Such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the Contractor has specifically produced or specially acquired for the performance of the terminated part of the Contract.

(d) The Contractor shall, upon direction of the Contracting Officer, protect and preserve property in the possession of the Contractor in which the Commonwealth has an interest. If the Contracting Officer does not exercise the right specified in paragraph (c) , the Contractor shall use his best efforts to sell such supplies and manufacturing materials in accordance with the standards of the Uniform Commercial Code of the Northern Mariana Islands, 5 CMC § 2706. Utilization of this procedure in no way implies that the Commonwealth has breached the contract by exercise of the "Termination for Convenience of the Commonwealth" clause.

(e) Compensation. The Contractor shall submit to the Contracting Officer a termination claim specifying the amount due because of the Termination for Convenience together with cost and pricing data to the extent required. If the Contractor fails to file a termination claim within one (1) year from the effective date of the termination, the Contracting Officer may pay the Contractor, if at all, an amount set in accordance with paragraph (g).

(f) The Contracting Officer and the Contractor may agree to a settlement provided the Contractor has filed a termination claim and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the Commonwealth, the proceeds of any sales and supplies and manufacturing materials under paragraph (d), and the contract price of the work not terminated.

(g) Absent complete agreement under paragraph (f), the Contracting Officer shall pay the Contractor the following amounts, provided payments agreed to under paragraph (f) shall not duplicate payments under this paragraph:

(i) contract prices for supplies or services accepted under the contract.

(ii) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the Contractor would have sustained a loss if completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss.

(iii) cost of settling and paying claims arising out of termination of subcontracts or orders pursuant to paragraph (b). These costs must not include cost paid in accordance with subparagraph (g)(ii).

(iv) the reasonable settlement costs of the Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of the contracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of the Contract. The total sum to be paid the Contractor under this subparagraph shall not exceed the total contract price plus reasonable settlement costs of the Contractor reduced by the amount of payments otherwise made from the proceeds of any sales of supplies and manufacturing materials under paragraph (d), and the contract price of work not terminated.

**104.08 Failure to Furnish Information and Records. - Added Subsection:**

(a) If the Contractor or any subcontractor or the officers or agents of the Contractor or any subcontractor shall refuse or have refused, except as provided otherwise by the terms Contract, to furnish to any Commonwealth agency, or any establishment in the legislative or judicial branch of the Commonwealth, information or records reasonably pertinent to the Contract or any other Commonwealth contract in connection with which the Contractor or any such subcontractors has or shall have performed work or furnished materials or supplies or undertaken so to do, the following action may be taken:

(b) In the case of a refusal by the Contractor, its officers or agents, the Commonwealth may, after affording an opportunity to explain or justify such refusal, terminate the Contractor's right to proceed with the work under the Contract and thereupon the Commonwealth may avail itself of the rights and remedies provided in the "Termination for Default" clause, in addition to any other rights and remedies provided by law or under the Contract.

(c) In the case of a refusal by a subcontractor, its officers or agents, the Commonwealth may, after affording an opportunity to explain or justify such refusal, require the Contractor to terminate the subcontract without cost to the Commonwealth, or if the Contractor fails or refuses to effect such termination, the Commonwealth may terminate the Contractor's right to proceed with the work under the Contract and thereupon the Commonwealth may avail itself of the rights and remedies referred to in the "Termination for Default" clause.

**104.09 As-Built Drawing Preparation. - Added Subsection:**

(a) Upon completion of the work to be performed under the Contract, and before final payment is made, the Contractor shall furnish the Commonwealth with two complete sets of "as-built" drawings on vellum sheet (24" x 36") and on zip disk (100 mb AutoCAD r12 or 13). These sets shall include "marked up" prints of the contract drawings and such additional drawings as may be necessary to reflect the complete "as-built" work accomplished under the Contract. The "as-built" drawings shall be initiated at the beginning of the work and shall be maintained and kept current by the Contractor on the job site as the work progresses and until final completion and acceptance by the Commonwealth. Markings shall be accomplished in red and shall be complete and legible to assure that the information presented is readily usable. The "as-built" drawings submitted by the Contractor will be subject to review and

approval of the Contracting Officer.

**104.10 Shop Drawings, Coordination Drawings, and Schedules. - Added Subsection:**

- (a) The Contractor shall submit shop drawings, coordination drawings, and schedules for approval as required by the specifications or requested by the Contracting Officer as follows:
- (i) Shop drawings shall include fabrication, erection and setting drawings, schedule drawings, manufacturer's scale drawings, wiring and control diagrams, cuts or entire catalogs, pamphlets, descriptive literature, and performance and test data.
  - (ii) Drawings and schedules, other than catalogs, pamphlets and similar printed material, shall be submitted in reproducible form with two prints made by a process approved by the Contracting Officer. Upon approval, the reproducible form will be returned to the Contractor, who shall then furnish the number of additional prints, not to exceed 10, required by the Contracting Officer.
- (b) The Contractor shall submit shop drawings in catalog, pamphlet and similar printed form in a minimum of four copies plus as many additional copies as the Contractor may desire or need for his use or use by his subcontractors.
- (c) Before submitting shop drawings on the mechanical and electrical work, the Contractor shall submit and obtain the Contracting Officer's approval of such lists of mechanical and electrical equipment and materials as may be required by the specifications.
- (d) The Contractor shall check the drawings and schedules, shall coordinate them (by means of coordination drawings wherever required by the Contracting Officer) with the work of all trades involved before submission and shall indicate thereon his approval. Drawings and schedules submitted without evidence of the Contractor's approval may be returned for resubmission.
- (e) Each shop drawing or coordination drawing shall have a blank area 5" x 5", located adjacent to the title block. The title block shall display the following:
- (i) Number and title of drawing,
  - (ii) Date of drawing or revision,
  - (iii) Name of project building or facility,
  - (iv) Name of Contractor and (if appropriate) name of subcontractor submitting the drawing,
  - (v) Clear identity of contents and location of work, and
  - (vi) Project title and contract number.
- (f) Unless otherwise provided in this contract or otherwise directed by the Contracting Officer, shop drawings, coordination drawings, and schedules shall be submitted to the Contracting Officer sufficiently in advance of construction requirements to permit no less than 10 working days for checking and appropriate action.
- (g) Except as otherwise provided in paragraph (h), approval of drawings and schedules will be general and shall not be construed as:
- (i) Permitting any departure from the contract requirements;
  - (ii) Relieving the Contractor of the responsibility for any errors including details, dimensions, materials, etc.; or
  - (iii) Approving departures from full-size details furnished by the Contracting Officer.
- (h) If drawings or schedules show variations from the contract requirements because of

standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, the Contracting Officer may approve any or all such variations and issue an appropriate change order. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the contract, even though such drawings or schedules may have been approved.

**104.11 Standard References. - Added Subsection:**

(a) All documents and publications (such as, but not limited to, handbooks, codes, standards, and specifications) which are cited in the Contract for the purpose of establishing requirements applicable to equipment, materials, or workmanship under the Contract, shall be deemed to be incorporated herein as fully as if printed and bound with the specifications of the Contract, in accordance with the following:

(b) Wherever reference is made to Interim Federal Specifications, Interim Amendments to Federal Specifications, Interim Federal Standards, the Contractor shall comply with the requirement set out in the issue or edition identified in the Contract except as modified or as otherwise provided in the specifications of the Contract.

(c) Wherever reference is made to any document other than those specified in paragraph 0 above, the Contractor shall comply with the requirements set out in the edition specified in the Contract, or, if not specified, the latest edition or revision thereof, as well as the latest amendment or supplement thereto, in effect on the date of the Invitation for Bids on this project, except as modified by, as otherwise provided in, or as limited to type, class or grade by the specifications of the Contract.

(d) Federal Specifications and Federal Standards may be obtained from the Commonwealth Printing Office, Washington, D.C. 20420. Inquiries regarding "Commercial Standards", "Products Standards", and "Simplified Practice Recommendations" should be addressed to the Office of Product Standards, National Bureau of Standards, Washington, D.C. 20234. Publications of associations referred to in the specifications may be obtained directly from the associations.

(e) Upon request, the Contractor shall make available at the job site within a reasonable time, a copy of each trade manual and standard which is incorporated by reference in the Contract and which governs quality and workmanship.

**104.12 Standard Details. - Added Subsection:**

(a) Standard Details are applicable when listed, bound with the specifications, noted on the drawings or referenced elsewhere in the specifications. Where the notes on the drawings indicate modifications, such modifications shall govern.

**104.13 Other Contracts. - Added Subsection:**

(a) The Commonwealth may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and Commonwealth employees and carefully fit his own work to such additional work as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor, or with the performance of work by any Commonwealth employee.

**104.14 Inspection of Work by Others. - Added subsection:**

For observing work that affects their respective properties, inspectors for the municipality, public agencies and the utility companies shall be permitted access to the work, but all official orders and directives to the Contractor will be issued only by the Contracting Officer.



**104.15 Commonwealth Occupancy. - Added Subsection:**

- (a) The Contracting Officer reserves the right of partial occupancy or use of facilities, services, and utilities, prior to final acceptance, without implying compliance or acceptance of any part of the project by the Commonwealth. Prior to such occupancy or use, the Contracting Officer shall furnish the Contractor with an itemized list of work remaining to be performed or corrected.
- (b) Costs incurred as a result of such partial occupancy or use of facilities, services and utilities are subject to equitable adjustment under the provisions of the "Changes" and the "Equitable Adjustment" clauses.
- (c) Necessary restoration and repair of damage resulting from partial occupancy or use shall not be at the expense of the Contractor.

**END OF SECTION 104**

## Section 105. – CONTROL OF MATERIAL

### 105.01 Source of Supply and Quality Requirements. - Add the following to this Subsection:

### 105.06 Samples. - Added Subsection

(a) After award of the contract, the Contractor shall furnish, for the approval of the Contracting Officer, samples required by the specifications or by the Contracting Officer. Samples shall be delivered to the Contracting Officer or to the Architect/Engineer as specified or directed by the Contracting Officer. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in the work unless approved in writing by the Contracting Officer.

(b) Each sample shall have a label indicating the following:

- (i) Name of project building or facility,
- (ii) Project title and contract number,
- (iii) Name of Contractor and (if appropriate) the name of the subcontractor,
- (iv) Identification of material or equipment with specification requirement,
- (v) Place of origin,
- (vi) Name of sample producer and brand (if any), and
- (vii) Samples of finished materials shall be identified with the finished schedule requirements.

(c) The Contractor shall mail (under separate cover) a letter submitting each sample shipment and the label information required in paragraph (b). He shall enclose a copy of the letter with the sample shipment and send a copy of the letter to the Commonwealth representative on the project site. Approval of the sample shall be only for the characteristics of use named in such approval and shall not be construed to change or modify any contract requirement. Substitutions will not be permitted unless they are approved in writing by the Contracting Officer.

(d) Approved samples not destroyed in testing will be sent to the Commonwealth representative at the project site. Approved samples of hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in the work shall match the approved samples. Other samples not destroyed in testing or not approved will be returned to the Contractor at his expense if so requested at the time of submission.

(e) Failure of any material to pass the specified test will be sufficient cause for refusal to consider, under the Contract, any further samples of the same brand or make of the material. The Commonwealth reserves the right to disapprove any material or equipment which previously has proven unsatisfactory in service.

(f) Samples of various materials or equipment delivered on the site or in place may be taken by the Commonwealth representative for testing. Samples failing to meet contract requirements will automatically void previous approvals of the item tested. The Contractor shall replace such materials or equipment found not to have met contract requirements, or there shall be adjustment of the contract price as determined by the Contracting Officer.

(g) Unless otherwise specified, when tests are required, only one test of each sample proposed for use will be made at the expense of the Commonwealth. Samples which do not meet specification requirements will be rejected. Testing of additional samples will be made by the Commonwealth at the expense of the Contractor.

**END OF SECTION 105**

## Section 106. – ACCEPTANCE OF WORK

Add the following subsections to this Section:

### **106.08 Inspection and Acceptance. - Added Subsection:**

- (a) Except as otherwise provided in the Contract, inspection and test by the Commonwealth of material and workmanship required by the Contract shall be made at reasonable times and at the site of the work, unless the Contracting Officer determines that such inspection or test of material which is to be incorporated in the work shall be made at the place of production, manufacture, or shipment of such material. To the extent specified by the Contracting Officer, at the time of determining to make off-site inspection or test, such inspection or test shall be conclusive as to whether the material involved conforms to the contract requirements. Such off-site inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the Commonwealth after acceptance of the completed work under the terms of paragraph (f) of this clause, except as provided in this paragraph.
- (b) The Contractor shall, without charge, replace any materials or correct any workmanship found by the Commonwealth not to conform to the contract requirements unless, in the public interest, the Commonwealth consents to accept such material or workmanship with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (c) If the Contractor does not promptly replace such material or correct such workmanship, the Commonwealth may: (1) by contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor; or (2) terminate the Contractor's right to proceed in accordance with the "Disputes and Remedies" clause.
- (d) The Contractor shall furnish promptly, without additional charge, all facilities, labor and material reasonably needed for performing the safe and convenient inspection and test as may be required by the Contracting Officer. All inspection and testing by the Commonwealth shall be performed in such manner so as to not delay the work unnecessarily. Special, full-size, and performance tests shall be performed as described in the Contract. The Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready at the time specified by the Contractor for its inspection.
- (e) Should it be considered necessary or advisable by the Commonwealth, at any time before acceptance of the entire work, to make an examination of work already completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect, due to the fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, an equitable adjustment shall be made in the contract price to compensate the Contractor for the additional services involved in such examination and reconstruction and, if completion of the work has been delayed thereby, he shall, in addition, be granted a suitable extension of time.
- (f) Unless otherwise provided in the Contract, acceptance by the Commonwealth shall be made as promptly as practicable after completion and inspection of all work required by the Contract. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Commonwealth's right under any warranty or guarantee.
- (g) The Contractor shall give the Contracting Officer at least 10 days advance written notice of the date the work will be fully complete and ready for final inspection and tests will be

started within 10 days from the date specified in the aforesaid notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

(h) The Contractor shall submit to the Contracting Officer, in writing, a letter request for a pre-final inspection not less than 72 hours (3 days) prior to the date of the requested inspection. The Contractor should provide a copy of this letter to the Director, Technical Services Division, with a date stamp mark affixed by the Contracting Officer's office.

**106.09 Guarantees. - Added Subsection:**

Par. (a) of Clause 40, "Guarantees" of the General Conditions- Construction Contract is amended to include roadwork including all its components.

**Par. (a) is amended to include roadwork including all its components:**

(a) Unless otherwise provided in the specifications, the Contractor guarantees all mechanical and electrical work to be in accordance with the contract requirements and free from defective and inferior materials, equipment, and workmanship for one year after the final acceptance date the equipment or work was placed in use by the Commonwealth.

(b) If, within any guarantee period, the Contracting Officer finds that guarantee work needs to be repaired or changed because of the use of materials, equipment, or workmanship which, in his opinion, are inferior, defective, or not in accordance with the terms of the contract, he shall so inform the Contractor in writing and the Contractor shall promptly and without additional expense to the Commonwealth:

- (i) Place in satisfactory condition all of such guaranteed work;
- (ii) Satisfactorily correct all damage to equipment, the site, the building or contents therein, which is the result of unsatisfactory guaranteed work; and
- (iii) Satisfactorily correct any work, material, or equipment that is disturbed in fulfilling the guarantee, including any disturbed work, materials and equipment that may have been guaranteed under another contract.

(c) Should the Contractor fail to proceed promptly in accordance with the guarantee, the Commonwealth may have such work performed at the expense of the Contractor.

(d) Any special guarantees that may be required under the contract shall be subject to the stipulations set forth above, insofar as they do not conflict with the provisions of such special guarantees.

(e) The Contractor shall obtain each transferable guarantee or warranty of equipment, material, and installation thereof which is furnished by any manufacturer, supplier or installer in the ordinary course of the manufacturer's, supplier's, or installer's business or trade. In addition, the Contractor shall obtain and furnish to the Commonwealth all information which is required in order to make any such guarantee or warranty to the Commonwealth in sufficient time to permit the Commonwealth to meet any time limit requirement specified in the guarantee or warranty or, if no time limit is specified, prior to completion and acceptance of all work under the Contract.

(f) This clause is not intended to limit any rights that the Commonwealth may have as provided elsewhere in the Contract, or by law.

**END OF SECTION 106**

## Section 107. – LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

### **107.01 Laws to be Observed.** - Add the following to this subsection:

(a) The Contractor is assumed to be familiar with all federal and local laws, codes, ordinances, and regulations which, in any manner, affect those engaged or employed in the work or the material or equipment used in or upon the site, or in any way affect the conduct of the work. No pleas of misunderstanding or ignorance on the part of the Contractor will, in any way, serve to modify the provisions of the contract.

(b) The Contractor, at all times, shall observe and comply with all Federal and local laws, codes, ordinances, and regulations in any manner affecting the conduct of the work, and the Contractor and his surety shall indemnify and save harmless the Commonwealth and all its officers, agents and servants any claim or liability arising from or based on the violation of any such law, code, ordinance, regulation, order, or decree, whether by himself or his employees.

(c) The Contractor shall be responsible for reporting to the Commonwealth Historical Preservation Office for verification and determination any discovery encountered during execution of this contract bearing archaeological, cultural, or historical content.

(d) Applicable Taxes. The Contractor shall, without additional expense to the Owner, pay all applicable Federal and Territorial taxes. The successful bidder shall comply with Section 16200 and 19541.05 of the Commonwealth of the Northern Mariana Islands Code regarding licenses and taxes. In addition to the general contractor liability, subcontractors are also subject to these provisions. The successful bidder will be required to submit a list of his subcontractors and the monetary value of each subcontract to be used for gross receipt tax purposes.

### **107.02 Protection and Restoration of Property and Landscape.** - Add the following paragraph to this subsection:

The Contractor shall take all necessary precaution for the protection of utility facilities. The Contractor shall be responsible for any damage or destruction of utility facilities resulting from neglect, misconduct, or omission in the Contractor's manner or method of execution or non-execution of the work, or caused by defective work or the use of unsatisfactory materials.

### **107.03 Bulletin Board.** - Add the following to this subsection:

The bulletin board shall have minimum dimensions of three feet vertical and four feet horizontal and can be locked. The bulletin board shall remain the property of the Contractor after completion of the contract.

### **107.05 Responsibility for Damage Claims.** - Add the following to this subsection:

(d) **Bodily Injury.** Liability Insurance shall provide a limit of not less than \$100,000 for all damages arising out of bodily injuries to or death of one person; and subject to that limit for each person, a total limit of \$300,000 for all damages arising out of bodily injuries to or death of two or more persons in any one accident.

(e) **Property Damage.** Liability Insurance: Property Damage Liability Insurance shall provide a limit of not less than \$50,000 for all damages arising out of injury to or destruction of property in any one accident and subject to that limit per accident, a total or aggregate limit of \$100,000 for all damages arising out of injury to or destruction of property during the policy period.

Add the following to the end of this subsection:

Three (3) copies of these insurance policies shall be submitted to the Contracting Officer before the start of construction.

At the Owner's request, the Contractor shall furnish satisfactory evidence that all obligations of the nature herein above designated have been paid, discharged or waived. If the Contractor failed to do so, the Owner may serve a written notice to the Contractor to either pay the unpaid bills or withhold from the Contractor's compensation an amount to pay all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully settled.

In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor and any payments made by the Owner shall be considered as payment made under the Contract by the Owner to the Contractor. The Owner shall not be liable to the Contractor of any such payments made in good faith.

**107.06 Contractor's Responsibility for Work.** - Add the following to this subsection:

All private driveways and roads affected by change in grades or otherwise affected by the construction, and all public highways damaged by the Contractor's operation on or adjacent to these highways shall be repaired by the Contractor. Driveways and private roads shall be reconstructed according to the typical sections shown on the plans or as directed by the Engineer. When shown on the "Bid Schedule," payment for such work will be made under Reconstruction of Driveways and Minor Streets. Private or public highways that are to remain in service shall be repaired by the Contractor at his sole expense if they have been damaged by his operation.

All private driveways and roads affected by construction shall be provided with temporary access to avoid isolation at no additional cost to the Government.

In case of an emergency that threatens loss of life, injury or property damage, the Contractor shall act without instructions from the Contracting Officer as the situation may warrant. He shall then notify the Contracting Officer immediately thereafter and submit any claim for compensation, which claim will be decided by agreement or arbitration.

**107.07 Furnishing Right-of-Way.** Replace this subsection with the following:

The Contractor is responsible for acquisition of any construction easements, rights of entry, Contractor's office site, equipment and materials storage yards. No direct payment will be made to the Contractor for the Contractor's property acquisitions and use agreements with owners but it shall be considered as subsidiary to the various bid items. Personal vehicles of the Contractor's employees shall not be parked within the right of way at any time, including any section closed to public traffic. However, the Contractor's employees may park on the sites of the Contractor's office, equipment, and materials storage yards. Mixing of materials, storing of materials, storing of equipment or repairing of equipment within the roadway right-of-way will not be permitted at any time unless specifically authorized by the Engineer. Access shall be maintained by the Contractor at all times to all property abutting the roadway right-of-way, unless otherwise approved in writing by the property owner, all tenants, and the engineer.

**107.10 Environmental Protection.**

**(c) Mitigate damages as required.** Add the following to this subsection:

The following mitigation measures have been identified for this contract:

**(1) Habitat**

- All project-related materials and equipment (dredges, barges, backhoes, etc.) will be cleaned of pollutants, soils, seeds, etc. prior to being brought onto the project site.

- No project-related materials (fill, revetment rock, pipe, etc.) will be stockpiled in the water (intertidal zones, reef flats, stream channels, wetlands, etc.), on the beaches, or other locations where they could be washed into the water from adverse weather or tidal conditions.
- All debris removed from the project site will be disposed of at an approved upland landfill site.
- No contamination (trash or debris disposal, non-native species introductions, attraction of non-native pests, etc.) of adjacent habitats (reef flats, channels, open ocean, stream channels, wetlands, beaches, forests, etc.) will result from project-related activities. The Contractor shall implement a litter-control plan and appropriate BMPs to prevent attraction and introduction of non-native species. The U.S. Fish and Wildlife Service (USFWS), Department of Agriculture/Division of Aquatics and Wildlife Resources (DAWR), and/or the Department of Land Management/Forestry and Soils Division can provide guidance and training regarding the development and implementation of BMPs to prevent attraction and introduction of non-native species.

**(2) Erosion Control.**

In addition to the requirements of Section 157, the following erosion control measures shall apply to this contract:

- All vehicle parking will be restricted to previously determined areas or existing roads. Vehicles belonging to the biological monitors and construction supervisors will be parked on existing access roads.
- Erosion control devices will be monitored on a weekly basis and augmented as necessary if new erosion points are discovered. In the event of a pending storm, erosion control devices will be inspected to ensure that such devices are in place and are functional. If erosion control devices are found to be non-functional, they shall be repaired within 24 hours. Monitoring and maintenance of erosion control devices and adjacent disturbed areas will continue during and immediately after significant storm events.
- The stockpiling of any materials will be located a minimum of 50 meters (150 feet) away from buffer zones or areas of potential runoff. Prior to the onset of precipitation, all stockpiles will be removed or covered and protected with soil stabilization measures, such as a temporary perimeter sediment barrier.
- Any under-layer fills used in the project will be protected from erosion with stones (or core-loc units) as soon after placement as practicable.

**(3) Spill Prevention and Clean-Up**

- The contractor shall prepare a spill prevention and clean-up plan. Spill control BMP's will be implemented anytime chemicals and/or hazardous substances are stored or used on the projects. Employees shall be educated in proper material handling, spill prevention, and clean-up. Clean-up materials shall be on-site and located near material storage and use.
- Fueling or repair of project-related vehicles and equipment should take place away from the water and a contingency plan to control petroleum products accidentally spilled during the project shall be developed. Absorbent pads and containment booms shall be stored on-site, if appropriate, to facilitate the clean-up of accidental petroleum releases. The contractor shall develop BMPs for this activity. The Division of Environmental Quality can assist in the development of BMPs for this activity.



- If refueling is to occur on the project site, dedicated fueling areas should be established and re-fueling practices defined in the spill prevention plan. Dedicated refueling areas will be located at least 150 feet from any buffer- zones, aquatic habitats, or habitats supporting listed species, the fueling areas will have signs posted designating the area and listing BMPs for refueling of vehicles and equipment. Drip pans or absorbent pads will be used during on-site vehicle and equipment fueling.

**(4) Invasive Species Prevention and Control**

- The contractor shall prepare and implement BMPs to prevent the - introduction and spread of non-native species. The USFWS, DAWR, and/or the Department of Land Management/Forestry and Soils Division can provide guidance and training regarding the development and implementation of BMPs to prevent and control the spread of non-native species.
- The contractor shall institute a litter control program for the entire project site. All workers will ensure their food scraps, paper wrappers, food containers, cans, bottles, and other trash from the project area are deposited in covered or closed trash containers. The trash containers shall be removed from the project area at the end of each working day.
- All tools, gear, and construction scrap shall be removed upon completion of work in order to prevent the attraction of non-native pests (mites, rats, etc.). The Contractor shall include this activity in the BMPs.
- All onsite personnel will receive instruction regarding the brown tree snake and what to do immediately in case of a sighting. The Contractor shall include this activity in the BMPs.
- The contractor shall ensure that any materials exported from Guam are thoroughly searched for the presence of brown tree snake prior to leaving the island. The Contractor shall include this activity in the BMPs.

**(5) Archaeological Investigation**

- Whenever the Contractor encounters sites of potentially historic or archaeological significance such as walls, platform, pavements and mounts, or remains such as artifacts, burials, concentration of charcoal or shells, work shall cease in the immediate vicinity of the site and the site shall be protected from damage. The Contractor shall suspend any work that may affect the site and inform the Project Engineer immediately. Upon direction by the Project Engineer, the Contractor shall provide and install temporary fencing to protect such sites. The Contractor shall not resume the work suspended without prior written direction of and subject to the conditions set by the Project Engineer. The Contractor and/or Subcontractor shall not claim compensation for any delay of work as a result of any unforeseen archeological site discovery during construction. For delays due to the discovery, time extensions may be allowed in accordance with 108.03 "Determination and Extension of Contract Time".

**(6) Worker Education**

- The contractor shall review all BMPs and conservation measures with all workers and made available on the project site. This includes species and habitat specific measures, the erosion control requirements, and the spill prevention and control plan.
- Upon completion of all worker education described above, workers will sign a form stating that they attend the training and understand and will implement all the

conservation measures and protection measures. Training shall be conducted in languages other than English, as appropriate.

**END OF SECTION 107**

**Section 108. – PROSECUTION AND PROGRESS**

**108.01 Commencement, Prosecution and Completion of Work.** - Add the following to this subsection:

The Contractor will be required to (a) commence work immediately after the issuance of **Notice to Proceed**, (b) prosecute the work diligently, and (c) complete the entire work and ready for use within the contract time specified in Subsection 108.04. The time stated for completion shall include final clean-up of the premises.

The Notice to Proceed for construction shall be issued once the building permit is secured and the pre-construction meeting is conducted. The contractor shall submit all required construction documents such as schedule of values, construction schedules, and other required construction documents for review and approval by the Project Engineer while securing the building permit.

**108.02 Subcontracting.** - Limitation on subcontracting, FAR 52.219-14, is revised as follows:

The Contractor shall perform on the site, and with its own organization, work equivalents to at least 51 percent of the total amount of work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to the Contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government. On all portions of the work that are sublet, the Contractor shall furnish the Contracting Officer with two copies of the subcontractor agreement.

**108.03 Determination and Extension of Contract Time.** - The following is added to this subsection:

No compensation will be made for overhead costs resulting from time extensions.

**108.04 Failure to Complete Work on Time.** - The following is added to this subsection:

The required contract time for this project includes the reported non-working days due to unfavorable climatic conditions as determined under the 10-year record of the “Rainfall Study” by the Department. The table of average non-working days per month is as follows:

January	7	July	10
February	5	August	11
March	5	September	11
April	4	October	10
May	5	November	7
June	6	December	7

**108.05 Stop Order.** - Add the following to this subsection:

(c) If the Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors. In such case, the receiver or liquidator shall be appointed for the Contractor for any of his property and shall not be dismissed within 20 calendar days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said 20 calendar days, or;

(d) If the Contractor shall refuse or fail, after Notice of Warning from the Project Engineer, to supply enough property skilled workmen or proper materials, or;

**(e)** If the Contractor shall refuse or fail to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period, or;

**(f)** If the Contractor shall refuse or fail to regard the laws, ordinances or instructions of the Contracting Officer or otherwise be guilty of substantial violations of any provision of this contract, then, in any such event, the Owner, upon receipt of certification from the Contracting Officer justifying that sufficient cause exists, may within 10 calendar days terminate the employment of that Contractor and his right to proceed with either the entire work or any portion thereof (at the option of the Owner) in which the delay occurred and may take possession of the work by contract or otherwise as the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment on that work until the work is finished. If the unpaid balance of the compensation to be paid to the Contractor hereunder shall exceed the expense to complete the work (including compensation for additional managerial, administrative and inspection services and any liquidated damages for delay), such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the Owner for such excess. If the right of the Contractor to proceed with the work is so terminated, the Owner may take possession of and utilize such materials, supplies, plant, and equipment that may be on the site necessary to complete the work. The expense incurred by the Owner as herein provided, and the Contracting Officer shall certify the damage incurred through the Contractor's default.

**(g)** If the Owner does not terminate the right of the Contractor to proceed, the Contractor shall continue the work, in which event the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages for each working day of the delay until the work is completed or accepted the amount as set forth in the General Requirements Section of the Specifications and the Contractor and his sureties shall be liable for the amount thereof.

**(h)** The right of the Contractor to proceed shall be terminated, or the Contractor charged with liquidated damages because of any delays in the completion of the work due to unforeseeable cause beyond the control and without the fault or negligence of the Contractor including, but not restricted to, acts of the Government, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, or delays of subcontractors due to such causes, if the Contractor shall, within 10 calendar days from the beginning of any such delay (unless the Owner shall grant a further period of time to the date of final settlement of the contract) notify the Owner in writing through the Contracting Officer of the cause of delay, who shall ascertain the facts and the extent of the delay and extend the time for completing the work when in his judgment the findings of fact justify such an extension, and his findings of fact thereon shall be final and conclusive on the parties hereto subject only to arbitration as specified herein.

**END OF SECTION 108**

**Section 109. – MEASUREMENT AND PAYMENT**

**109.01 Measurement of Work.** - Add the following to this subsection:

Within three (3) working days after acknowledgement of Notice to Proceed, the Contractor shall submit for approval a schedule of the estimated value of all lump sum items shown in the Bid Schedule. The format to be used shall be furnished by the Contracting Officer. These values if approved by the Contracting Officer will be used as a basis for deciding percentage of completion for partial payments and if deemed necessary as a basis of change order.

**109.02 Measurement Terms and Definitions.** Add the following subsection to this section:

**(p) Contingent Sum.** The “Contingent Sum” is for unforeseen work, for which an amount is included in the contract documents. This item is for other items of work not included in the contract documents but is deemed necessary or desirable in order to complete the work as contemplated. Such work shall be performed by the Contractor in accordance with the specifications and this Special Contract Requirement. The amounts to be paid will include the costs of labor, tools, supplies, equipments, specialized services, materials, applicable taxes and overhead and to include a profit commensurate with those costs, 10% maximum. For minor items of work with an estimated cost less than \$10,000 the amount to be paid will be determined as described in 1 thru 8 below. For work with an estimated cost equal to or greater than \$10,000, the amount to be paid will be at agreed unit prices, by the payment method as described in 1 thru 8 below, or a combination of the two. No work shall be charged to this item unless authorized in writing by the Contracting Officer.

**(1) Labor.** For the time that workers and their immediate working foreman are engaged specifically and solely in Contingent Sum work, the Contractor will be paid the costs of those employees’ wages at the rates shown on the payroll (but not more that the rates for comparable work performed by current employees on the project), plus 67 percent to cover overhead, property damage and liability insurance, workers’ compensation insurance premiums, unemployment insurance contributions, social security and other taxes. This 67 percent will not be applied to subsistence, travel allowance or to fringe benefits paid to a third party or a trustee. The Contractor will be paid based on the actual hours of labor, to the nearest recorded ½ hour each day.

**(2) Materials.** The Contractor will be paid for the actual costs of materials approved for use by the Project Engineer and incorporated into the work, including transportation charges (exclusive of equipment rentals), plus 10 percent.

**(3) Owned or Leased Equipment.** For the use of any machinery approved by the Project Engineer, which is owned or leased directly by the Contractor or subcontractors, or by entities that are divisions, affiliates, or subsidiaries or in any other way related to the Contractor or subcontractors or their parent companies, the Contractor will be paid in the manner hereinafter specified. Rental rates will be from the current edition of the Rental Rate Blue Book of rental rates for Construction Equipment and will be used as follows:

(a) Determination of the rental rate to be used will be as follows:

Hourly Rate:  $RR = (ADJ\ BB / 176)(RF) + EOC$

Standby Rate:  $SR = (ADJ\ BB / 176)(RF)(0.5)$

Where: RR = Hourly Rental Rate

SR = Stand By Rate

ADJ BB = Blue Book Monthly Rate adjusted for the year of manufacture

RF = Regional Factor of 1.00

EOC = Estimated Hourly Operating Costs from Blue Book

The Contractor shall furnish a list of all equipment to be used on the project at the Preconstruction Conference. The list shall include the current Blue Book Rental Rate for each piece of equipment. If a piece of equipment is not in the Rental Rate Blue Book, and may be needed for Contingent Sum work the rates shall be agreed to in writing before the equipment is used.

(b) The number of hours to be paid for will be the number of hours that the equipment is actually used on a specific Contingent Sum activity approved by the Project Engineer.

(c) Overtime shall be compensated at the same rate indicated in (a.) above.

(d) The EOC will be used for each hour that the equipment is in operation on the Contingent Sum work. Such costs do not apply to idle time regardless of the cause.

(e) Idle time for equipment will not be paid for, except where the equipment has been held on the Project site on a standby basis at the direction of the Project Engineer. Such payment will be made at the standby rate established in subsection (a.) above. The Project Engineer must approve the payment of standby rates for equipment before the costs are incurred. Payment for standby time will not be made on any day the equipment operates for eight or more hours. For equipment accumulating less than eight hours operating time on any normal work day standby payment will be limited to only that number of hours that, when added to the operating time for that day, equals eight hours. Additionally, payment for standby time will not be made in any consecutive 30 day period, standby payment will be limited to only that number of hours that, when added to the operating time for that consecutive 30 day period, equals 176 hours. Standby payment will not be made in any case on days not normally a work day.

(f) The rates established above include the cost of fuel, oil, lubrication, supplies, incidental tools valued at less than \$500, necessary attachments, repairs, overhaul and maintenance of any kind, depreciation, storage, overhead, profit, insurance, all costs (including labor and equipment) of moving equipment onto and away from the site, and all incidentals, except as allowed in subsection (h.) below.

(g) The rental rate for small tools shall be \$2.00 per hour. Small tools are defined as any tool which would be valued between \$500 and \$2,000 if purchased new. No compensation will be made for hand tools necessary to complete the work.

(h) Transportation charges for each piece of equipment to and from the site of work will be paid provided:

(1) The equipment is obtained from the nearest source,

(2) The charges are restricted to those units of equipment not already available or required on the Project, and

(3) The equipment is used solely for the Contingent Item work.

**(4) Rental Equipment.** Use of rental equipment not owned or leased by the Contractor or subcontractors will be paid for by certified invoice cost. The EOC will also be paid if not included in the rental rate. The use of and rates for rental equipment shall be approved by the Engineer prior to use. Proration of rental rates to an hourly rate for equipment not used solely for the Contingent Sum work shall be based on 176 hours per month, 40 hours per week or 8 hours per day as applicable. The cost of moving the rental equipment onto and away from the job will also be paid when the equipment is used solely for the Contingent Sum work. An amount equal to **10** percent of the total due to the

Contractor for rental equipment cost will be added to compensate the Contractor for related overhead cost.

**(5) Subcontract Work.** If the Project Engineer directs the performance of work by Contingent Sum that the Contractor then subcontracts, the Contractor will be paid in accordance with the provisions of this Special Contract Requirement (Contingent Sum Work). As reimbursement for the Contractor's administrative expenses, the Contractor may add 5 percent to the amount of the subcontractor's actual cost for the work.

**(6) Invoice (Specialty) Work.** If the Project Engineer and the Contractor agree that an item of work is minor in nature or requires a specialist, the work may be paid for based on a contractor or subcontractor invoice. The government prefers invoices itemized by labor, material, and equipment rental costs. As full reimbursement for the Contractor's own administrative expenses, the Contractor will be allowed to add 5 percent to a subcontractor's invoice.

**(7) Records.** The Contractor's representative and the Project Engineer shall, on a daily basis, agree in writing on the quantities of labor, equipment and materials used for work completed on Contingent Sum work.

**(8) Statements.** Payment will not be made for work performed on a Contingent Sum basis until the Contractor has furnished the Project Engineer, in triplicate, itemized statements of the cost of the Contingent Sum work, detailed as follows:

- (a) Labor classification, hours, rate and extension for each labor class or pay rate within a class
- (b) Equipment type, hours, rate and extension for each unit of equipment.
- (c) Quantities of materials, prices, extensions and transportation charges.

Statements shall be accompanied and supported by certified invoices for all materials and rental equipment including transportation charges. If materials used on the Contingent Sum work are not specifically purchased for the work, but are taken from the Contractor's stock, the Contractor shall furnish a signed and notarized affidavit certifying that the materials were taken from stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

**109.06 Pricing of Adjustments.** - Add the following to this subsection:

Significant Changes in the Character of Work. The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the Contract, whether such alterations or changes are in themselves significant changes to the character of the work, or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding loss of anticipated profit, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.

If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract. The term "significant change" shall be construed to apply only to the following circumstances:

(1) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or

(2) Where the quantity of a unit price in this contract is estimated on the proposal schedule and where the actual quantity of such pay item varies more than 25 percent above or below the estimated quantity stated in this contract, an adjustment in the contract price shall be made upon demand of the party. The adjustment shall be limited to any increase or decrease in direct costs due solely to the variation above 125 percent or below 75 percent of the estimated quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of the 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

**109.08 Progress Payment.** - The following is added to this subsection:

In making such payments, there shall be retained ten (10) percent of the estimated amount until completion and acceptance of the contract work. However, if the Contracting Officer, any time after 50 percent of the work had been completed, finds that satisfactory progress is being made, he may authorize payment in full of each progress payment for work performed beyond the 50 percent stage of completion. Also, whenever the work is substantially complete, the Contracting Officer, if he considers the amount retained to be in excess of the amount adequate for the protection of the Government, at his discretion, may release to the Contractor all or part excess amount.

Add the following to this subsection:

(g) **Assignment of Claims.** The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunto without the written consent of the Owner and all sureties executing any bonds on behalf of the Contractor, concerning said contract. In case the Contractor assigns the whole or any part of the said contract or assigns all or any part of any monies due or to become due under said contract, the instrument or assignment shall contain a clause to the effect that it is agreed that the right of the assignee in and to any monies due or become due to the Contractor, or otherwise, shall be subject to all of the terms and conditions of said contract and of all instruments that are now or may hereafter be amendatory thereof or supplemental thereto. The rights and remedies of the Owner there under or arising by operation of law and to the liens of all persons, firms, and corporations for services rendered or material supplied concerning the performance of said contract. Any invoices or request for partial payment submitted after an effective assignment due to or become due hereunder shall name the assignee(s) to whom the payment should be made.

**109.09 Final Payment.** - Add the following to this subsection:

Final payment to the Contractor will not be processed until the Contracting Officer verifies that all "as-built" information has been properly recorded on the contract mylar drawings.

**END OF SECTION 109**



**SECTION 110  
FORCE ACCOUNT  
(Section added to FP-03)**

**110.01** **DESCRIPTION** - This work consists of furnishing labor, material, equipment and tools for construction work ordered by the CD not otherwise provided for under the contract and unforeseen items not shown on the plans that are necessary to complete the project.

**110.02** **GENERAL REQUIREMENTS** - Payment for work performed on a force account basis will be made as follows:

(a) Labor:

- (1) Wages - Before beginning work under force account, agree to a force account wage rate excluding fringe benefits, for each labor classification and foreman. The wage rates shall not be in excess of the rates paid for comparable work on the project. All labor and foremen employed on the force accounts work will be paid at the agreed wage rates.
- (2) Payroll costs – The Contractor will receive a fixed fee of 35% of the total actual cost of wages paid for all labor and foremen. This fee shall be the compensation to cover the cost of payroll tax, levies, insurance subsistence or travel costs, overheads, bonds and other general expenses.
- (3) Subsistence – Subsistence and/or travel costs paid for labor and foremen will be paid at their actual documented cost.
- (4) Overhead and Profit – An overhead factor of 10% will be applied to the direct costs determined in (1), (2), and (3) above. A profit factor of 10% will then be applied to the direct costs plus overhead costs.

(b) Material – The actual invoice cost of material delivered to the work and accepted will be paid. Transportation costs, exclusive of equipment costs paid in (c) below, will also be paid as part of the cost of material.

A 10 % overhead factor followed by a 10% profit factor will be applied to the cost of material.

(c) Equipment:

- (1) Contractor Owned Equipment – Equipment rates for all equipment and machinery (other than small tools) owned by the Contractor and/or subcontractor and authorized for use will be determined according to Subsection 109.06(b)(1)(c).
- (2) Rented Equipment – When a piece of equipment is rented or leased exclusively for the force account work, the actual invoice amount plus operating expenses will be paid provided such rates are reasonably in line with prevailing market rates for such equipment.

- (3) Owner Operated Equipment – Payment for owner-operated equipment used on force account work will be based on the actual paid invoice plus a markup of 5%.
- (4) Transportation Cost – Transportation cost may be in the form of equipment hours (if the equipment is moved under its own power), common carrier invoice amounts, or equipment and labor hours (if moved by the Contractor's and/or subcontractor's own forces). Expenses for moving each piece of equipment to and from the force account work site will be paid provided:
  - (a) Transportation costs are not included in any other invoice.
  - (b) The equipment is obtained from the nearest approved source.
  - (c) The return charges do not exceed the delivery charges.
  - (d) The equipment is not used at the force account work site on other contract work immediately before, after, or during the force account work.
- (5) Overhead and Profit – A 10% overhead factor followed by a 10% profit factor will be allowed for all equipment costs as determined in (1), (2), and (4).
- (6) Miscellaneous – No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is provided.
- (7) Subcontracting – Invoiced amounts for force account work performed by sub-contractors are limited by (a) through (d) above. Payment will be made for the approved sub-contractor invoice plus a markup of 5% for administrative costs in connection with the subcontract work.
- (8) Records and Statements – Maintain a daily record of force account work on form provided or approved. Include the following detail:
  - a. Name, classification, date, daily hours, total hours, rate, and extension for each laborer and foremen. At the end of the pay period, support this information with copies of certified payroll.
  - b. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of equipment.
  - c. Quantities of material, prices, and extensions.
  - d. Transportation of material.

Attach supporting invoices for material used and transportation charges.

If material used on the force account work is not specifically purchased for such work but is taken from the Contractor's stock, furnish and affidavit in

lieu of an invoice certifying that the material was taken from stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

Compare the records of the cost of force account work at the end of each day. The Contractor and the CD shall sign the record and each party must retain a copy.

- (9) Payment – No payment will be made for work performed on a force account basis until the signed records and statements required in (8) have been prepared.

Partial payment will be made for work performed on Force Account after receipt for the request for partial payments covering the work performed during the preceding calendar month. In preparing estimates, the material delivered on site and preparatory work may be taken in consideration provided that no payments for materials on site will be made unless such request is accompanied by a receipt or certification showing that the Contractor has made full payment to the supplier for such materials.

Payment will be made under:

Pay Item No.	Pay Item	Pay Unit
11001	Force Account Work	Contingent Sum

**END OF SECTION 110**

**END OF DIVISION 100  
GENERAL REQUIREMENTS**

**DIVISION 150  
GENERAL REQUIREMENTS**

**SECTION 151  
MOBILIZATION**

**151.01**     **DESCRIPTION** - Revise this subsection to read as follows:

This work consists of moving personnel, equipment, materials, and incidentals to the project site and performing all works and operations necessary before beginning of the work items at the project site. Mobilization will also include the permit application, insurance, bonds, and any other required documents requested from the Contracting Officer.

**151.03**     **PAYMENT** – Add the following to this subsection:

Payment will be made under:

Pay Item No.	Pay Item	Pay Unit
15101	Mobilization and Demobilization	Lump Sum

**END OF SECTION 151**

**SECTION 152  
CONSTRUCTION SURVEY AND STAKING**

**152.01**     **DESCRIPTION** - Item (a) of this subsection is modified as follows:

- (a) Personnel - Furnish technically qualified survey crew that can perform in timely and accurate manner. An approved crew employed and supervised by a duly licensed land surveyor shall be on the project whenever survey work is in progress. The minimum survey crew shall be three (3) persons with a maximum of six (6) persons.

**152.02**     **GENERAL** – Add the following to this Subsection:

Provide new monuments, where shown or specified. Notify the CO if any previously established reference points have been destroyed or displaced, or that none have been established.

Protect and preserve established benchmarks and monuments and make no change in the locations without the written approval of the CO. Established reference points which may be lost, covered, destroyed, or disturbed in the course of performance of the work under the Contract or which require shifting because of necessary changes in grades or locations shall, subject to prior approval of the CO, be replaced and accurately located (as appropriate) at the Contractor's expense by a CNMI licensed land surveyor.

Verify the figures shown on the survey and site plan before undertaking any construction work and be responsible for the accuracy of the finished work.

Upon approval of the layout plan, reference all points requiring monuments including all existing survey control monuments subject to resetting, in accordance with approved surveying standard practices and methods certified by a duly registered land surveyor registered in the CNMI, preferably by two (2) intersecting lines. Place reference points far enough to avoid being disturbed or displaced during the construction.

Set construction stakes establishing lines, slopes, cut or fill profile grade, and other control deemed necessary to properly control the road work or as directed by the CO.

Provide yellow barricade tape marked “CAUTION: DO NOT ENTER” at the location of identified historical sites, TS-1 and TS-2; maintain throughout the duration of the project and avoid entry of public and construction workers.

**152.03**     **SURVEY AND STAKING REQUIREMENTS:**

- e) **Centerline re-establishment** - Revise the last sentence of this Item to read:  
  
Establish the centerline as many times as necessary while constructing the road.
- f) **Grade finishing stakes** - Add the following to this Item:

Set stakes at 20-foot intervals in all ditches to be paved. Use brushes or guard stakes at each stake. For subgrade, use red top hubs and for aggregate course(s), use blue top hubs.

(g) Delete entirely.

(h) Delete entirely.

(i) Retaining wall – Revise the second to the last sentence of this Item to read:

For each cross-section, measure and record points every 20 feet and at all major breaks in terrain.

(l) **Miscellaneous survey and staking:**

Delete items (2) and (4);

Add the following to this item:

(11) Re-establishing of all land survey monuments, property corners, U.S.G.S. Benchmarks, and U.S.G.S. Control Points are found within the right-of-way.

**152.04**      **ACCEPTANCE** – Add the following to this Subsection:

Furnish an As-Built drawing based on the actual survey data of the completed project in AutoCAD Version 2012 or as directed by the CO. The As-Built must be certified by a Registered Licensed Land Surveyor in the CNMI.

**152.05**      **MEASUREMENT** - This subsection is revised as follows:

Centerline re-establishment, grade finishing stakes, and all necessary construction survey and staking will be measured by lump sum. The minimum survey crew size is 3 persons and the maximum size is 6 persons. As-built survey data will not be measured for payment but will be considered an obligation to complete the construction survey and staking.

**152.06**      **PAYMENT** – Add the following to read as follows: Payment will be made under:

Pay Item No.	Pay Item	Pay Unit
15201	Construction Survey and Staking	Lump Sum
15202	Survey for Permanent Monuments and Markers	Each

**END OF SECTION 152**

## SECTION 153 CONTRACTOR QUALITY CONTROL

**153.02**     **CONTRACTOR QUALITY CONTROL PLAN** – Delete and revise the paragraph to read as follows:

Before the start of the work, the contractor is to submit a written quality control plan for approval by the CO. The Quality Control Plan is to include all items of work not immediately scheduled to begin.

(a)     **Process Control Testing.** Delete and revise the item to read as follows:

List the material to be tested, the type of test required as specified for the material item, the location of sampling, and the frequency of testing as specified for that material item.

(b)     **Inspection/Control Procedures.** Add the following sentence to the paragraph to read as follows:

The contractor is responsible for maintaining quality control over suppliers, manufacturer's products, services, site conditions, and workmanship to produce the work of specified quality.

(c)     **Description of Records.** Add the following sentence to the paragraph to read as follows:

Identify the format for reporting test results and the procedures to be used to maintain the inspection record.

(d)     **Personnel Qualification.** Add the following sentence to the paragraph to read as follows:

Contractor to obtain approval from the CO for the testing laboratory, their personnel and their qualifications, responsible for all inspection and testing services.

**153.03**     **TESTING** – Add the following to paragraphs to this Subsection as follows:

Whether on-site or off-site, the services of the laboratory facility approved to perform the material testing are at the expense of the Contractor.

Reference for the standard method for testing shall be the "American Association of State Highway and Transportation Officials" (AASHTO) and the "American Society for Testing and Materials (ASTM) unless noted otherwise. The test methods listed below, but not limited to, are some of the material test standards, and shall be used by the Contractor to determine the quality or acceptability of the materials to be used on this project.

The Contractor is responsible for retesting and re-inspection where results prove unsatisfactory and do not comply with the contract documents. Cost of retesting and re-

inspection is at the expense of the Contractor.

References are indicated in ASSHTO Standards with equivalent ASTM Standard in parenthesis:

ASSHTO M20	Penetration Graded Asphalt Cement
ASSHTO M140	Emulsified Asphalt
ASSHTO R12	Bituminous Mixture Design Using the Marshall and Hveem Procedures
ASSHTO T11	Material Finer than No. 200 sieve in Mineral Aggregates by Washing
ASSHTO T22 (ASTM C39)	Compressive Strength of Cylindrical Concrete Specimens
ASSHTO T23 (ASTM C31)	Making and Curing Concrete Test Specimens in the Field
ASSHTO T27 (ASTM C136)	Sieve Analysis of Fine and Coarse Aggregates
ASSHTO T30	Mechanical Analysis of Extracted Aggregates
ASSHTO T84 (ASTM C128)	Specific Gravity and Absorption of Fine Aggregates
AASHTO T85 (ASTM C127)	Specific Gravity and Absorption of Coarse Aggregates
ASSHTO T89	Determining the Liquid Limits of Soils
ASSHTO T90	Determining the Plastic Limit and Plasticity Index of Soils
ASSHTO T96	Resistance to Degradation of Small Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASSHTO T102	Spot Test of Asphaltic Materials
ASSHTO T119 (ASTM C143)	Slump of Hydraulic Cement Concrete
ASSHTO T121 (ASTM C138)	Mass per Cubic Foot, Yield and Air Content of Concrete
ASSHTO T146	Wet Preparation of Disturbed Soil Samples for Test
ASSHTO T164 (ASTM D2172)	Quantitative Extraction of Bitumen from Bituminous Paving Mixtures



ASSHTO T180	Moisture Density Relation of Soils Using a 10-lb Rammer and an 18-inch Drop
ASSHTO T190 (ASTM D2844)	Resistance R-Value and Expansion Pressure of Compacted Soils
ASSHTO T191 (ASTM D1556)	Density of Soil In-Place by the Sand Cone Method
ASSHTO T193	The California Bearing Ratio
ASSHTO T201 (ASTM D2170)	Kinetic Viscosity of Asphalts (Bitumen)
ASSHTO T238 (ASTM D2922)	Density of Soils and Soil Aggregate In-Place by Nuclear Methods (Shallow Depth)
ASSHTO T239 (ASTM D3017)	Moisture Content of Soil and Soil Aggregate In-Place by Nuclear Methods (Shallow Depth)
ASSHTO T245	Resistance to Plastic Flow of Bituminous Mixture Using Marshall Apparatus

Use of any of other test method or procedures not indicated in the plans, or specifications is not acceptable. All other test methods or procedures concerning characteristics or qualities not subject to testing by these methods remain unchanged.

**153.04**     **RECORDS** – Add the following after the first paragraph:

Furnish all test results within a reasonable amount of time and transmit the results to the CO. When tests are on material being incorporated into the work, submit the results within 24 hours to the CO.

Add the following to the second paragraph:

Include also a detailed description of the type of inspection performed indicating any deficiencies observed and the corrected actions taken.

**153.06**     **MEASUREMENT AND PAYMENT** - Delete and revise the paragraph to read as follows:

The Contractor's Quality Control Plan, System, and testing will not be measured separately for payment. It is considered as a subsidiary obligation of the Contractor under the other pay item listed in the Bid Schedule.

**END OF SECTION 153**

**SECTION 154  
CONTRACTOR SAMPLING AND TESTING**

**154.03**     **TESTING** – Add the following to this Subsection:

Laboratory facility whether on site or off site required to perform the tests under this section is at the expense of the Contractor.

**154.06**     **MEASUREMENT** - Delete and revise this subsection to read as follows:

The Contractor Sampling and Testing will not be measured separately for payment. It is considered as a subsidiary obligation of the Contractor under the other pay item listed in the Bid Schedule.

**154.07**     **PAYMENT** - Delete and revise this subsection to read as follows:

The Contractor Sampling and Testing will not be measured separately for payment. It is considered as a subsidiary obligation of the Contractor under the other pay item listed in the Bid Schedule.

**END OF SECTION 154**

**SECTION 155  
SCHEDULES FOR CONSTRUCTION CONTRACTS**

**155.02 GENERAL** – Delete the first sentence of the fourth paragraph and add the following:

Within three (3) working days after acknowledgment of the Notice to Proceed, the Contractor shall submit for approval a schedule of the estimated value of all lump sum items shown on the Bid Schedule. The format to be used shall be furnished by the Engineer. These values if approved by the Engineer will be used as a basis for deciding the percentage of completion for partial payments and if deemed necessary as a basis for change orders.

Add the following paragraph to this subsection:

All dimensions shown on existing work and all dimensions required for work that is to connect with work now in place shall be verified by the Contractor by actual measurement of the existing work. Any discrepancies between the contract requirements and the existing conditions shall be referred to the CO before any work affected thereby has been performed.

**155.06 SCHEDULE UPDATES** - The following paragraphs are added to this subsection:

Failure of the Contractor to maintain the progress schedules and charts will be considered justification for withholding progress payments.

If, in the opinion of the CO, the Contractor falls behind the approved schedule, the Contractor shall take necessary steps to improve the progress, including those that may be required by the CO, without additional cost to the Government.

**155.08 MEASUREMENT** – Delete and revise this subsection to read as follows:

Construction schedules will not be measured for direct payment. It will be considered a subsidiary obligation of the Contractor for the completion of the contract.

**155.09 PAYMENT** - Delete and revise this subsection to read as follows:

Construction schedules will not be measured for direct payment. It will be considered a subsidiary obligation of the Contractor for the completion of the contract.

**END OF SECTION 155**

**SECTION 156  
PUBLIC TRAFFIC**

**156.03**     **ACCOMMODATING TRAFFIC DURING WORK** – Add the following to this Subsection:

Provide temporary traffic rated ramps and or bridges across excavation to any property that became land-locked due to the work.

**156.04**     **MAINTAINING ROADWAYS DURING WORK** – Delete items (a) and (c) and add the following:

Do not construct or utilize detours unless in the contract or approved by the CO.

Add the following sub item:

- f)       All paving and oiling operations shall be performed under part width of construction to facilitate the movement of traffic. One lane of the roadway shall always be open to traffic in each direction of travel.

**156.05**     **MAINTAINING ROADWAYS DURING NON-WORK PERIODS** – Delete the last sentence of the paragraph.

**156.06**     **LIMITATIONS ON CONSTRUCTION OPERATIONS**

(j) Delete the text and substitute the following:

Limit construction causing delays to public traffic to a maximum of 30 minutes per passage through the project except during the following times on Monday through Friday:

7:00 a.m. through 8:00 a.m. and  
4:30 p.m. through 6:00 pm

During the above times, allow traffic to pass through the construction work without delay.

**156.07**     **NIGHTTIME OPERATIONS:**

Add the following:

Obtain approval from the CO for nighttime operation.

**156.08**     **TRAFFIC AND SAFETY SUPERVISOR** – Revise the first sentence of the paragraph to read as:

Provide a traffic and safety supervisor who has attained an acceptable certification program.

**156.10**     **MEASUREMENT AND PAYMENT** – Delete the text of this subsection and substitute the following:

See Subsection 109.05

Measurement and Payment for Traffic Control is under Section 635.

**END OF SECTION 156**

**SECTION 157  
SOIL EROSION CONTROL**

**CONSTRUCTION REQUIREMENTS**

**157.03 GENERAL** – Add the following paragraph and items to this Subsection:

The Contractor will be responsible for applying for the Earthmoving and Erosion Control Permit. Any changes or modifications to be required on the prepared Earthmoving and Erosion Control Plans by the permitting agencies shall be at no cost to the Government.

The Contractor is to adhere to the given permit conditions, in the earthmoving and erosion control permit as set forth by the local permitting agencies having jurisdiction. Do not modify any of the approved erosion control measures without prior approval from the CO and the local permitting agencies having jurisdiction.

At least 5 days prior to the pre-construction conference, designate in writing a person responsible for supervising the erosion control and water quality measures throughout the duration of the project. This person shall not be the project superintendent. The erosion control/water quality supervisor shall be responsible for:

- a. Developing and implementing an effective erosion control plan, including modifications and updates.
- b. Directing the construction, operations, and dismantling of temporary and permanent erosion control features.
- c. Implementing storm shutdown procedures.
- d. Implementing corrective action when erosion control measures are not functioning as intended, and informing the CO as well as the permitting agencies of the corrective actions.

**157.04 CONTROLS AND LIMITATIONS ON WORK** – Add the following paragraphs after the second paragraph:

Limit the combined grubbing and grading operations to coincide with the erosion control plan and its schedule of implementation in the various stages of the construction work. The Engineer may limit the area of clearing, grubbing, excavation, borrowing, and embankment operations in progress commensurate with the Contractor's ability and progress in keeping the finish grading, mulching, seeding and other such required erosion and sedimentation control measures current and effective.

When temporary erosion control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as part of the work in a timely manner, the Contractor is required to provide temporary measures at no cost to the Government.

Revise Item (g) to read as follows:

Construct temporary channels or otherwise divert live streams around or through work areas.

**157.05 FILTER BARRIERS** – Delete the reference to brush barriers.

**157.15**      **MEASUREMENT** – Delete all paragraphs in this section and substitute the following:

Soil erosion control work, including but not limited to, its plans, certification, approval, implementation, supervision and maintenance throughout the construction will be measured by the lump sum.

**157.16**      **PAYMENT** – Add the following to this subsection:

Payment will be made under:

Pay Item No.	Pay Item	Pay Unit
15701	Soil Erosion Control	Lump Sum

**END OF SECTION 157**

**SECTION 158  
WATERING FOR DUST CONTROL**

**158.02 MATERIAL** – Delete the text of this Subsection and substitute the following:

Material shall conform to the following:

A. Water. Furnish water free of substances detrimental to the work. Dust control must be done twice a day.

**158.05 MEASUREMENT** – Delete the text of this Subsection and substitute the following:

Water and its application for dust control will not be measured for payment.

**158.06 PAYMENT** – Delete the text of this Subsection.

**END OF SECTION 158**

***END OF DIVISION 150  
PROJECT REQUIREMENTS***



**DIVISION 200  
EARTHWORK**

**SECTION 201  
CLEARING AND GRUBBING**

**201.03**      **GENERAL** – Delete the fourth sentence of the paragraph.

**201.04**      **CLEARING** – Add the following item to this subsection:

(d) For pay item clearing (only), remove all matted roots to a depth of 18 inches below the existing grade, and backfill stump holes with backfill material to the level of the existing ground.

**201.05**      **GRUBBING** – Add the following items to this Subsection:

(e) Remove all subsurface roots larger than 1½ inches in diameter and all matted roots to a depth of 18 inches below the sub-grade, shoulder, slope, or existing grade. Areas other than those specified above shall be cleared of trees, etc.

(f) Remove all grass and other vegetation with roots less than 1 inch in diameter to a minimum depth of six (6) inches.

**201.09**      **PAYMENT** – Add the following items to this subsection:

Payment will be made under:

Pay Item No.	Pay Item	Pay Unit
20101	Clearing and Grubbing	Acre
20102	Removal of Existing Trees	Each

**END OF SECTION 201**

**SECTION 203  
REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

**203.01**     **DESCRIPTION** – remove and delete the items or words; “buildings”, “culverts”, “curbs” and “sidewalks” on the paragraph.

Add the following paragraphs to this subsection:

The locations of utility lines and appurtenances shown on plans were derived from field surveys, record drawings, construction drawings, and schematic drawings. The locations of all underground utilities are approximate only. Notify all concerned utility agencies of planned clearing, excavation or other construction operations which may damage or adversely affect the permits or clearances from them prior to undertaking construction activities.

The exact locations of IT&E communication cables and lines are unknown. Although approximate locations are implied by cable markers and service boxes, it is the responsibility of the Contractor to coordinate with respective communication agency to field verify prior to undertaking excavation work.

In the event that utility lines are to be relocated or when utility lines that are presently in service not indicated in the plan are uncovered during excavation operations, notify the CO in ample time for necessary measures to be taken to prevent interruption of the service during the relocation or removal of the existing lines.

Inform and coordinate with the following agencies prior to execution of contract’s scope of work.

- |                         |                                    |
|-------------------------|------------------------------------|
| Water System:           | Commonwealth Utilities Corporation |
| Telephone:              | IT&E                               |
| Cable TV System:        | Docomo / Marianas Cable Vision     |
| Tourist/Location Signs: | Marianas Visitors Authority        |

**203.03**     **SALVAGING MATERIAL** – Add the following items after the second paragraph:

- (a)     **ROADSIDE SIGNS.** Highway Junction Signs, Road Mile Post Marker Signs, Route Signs, Tourist/Location Signs and miscellaneous Signs designated for removal and relocation on the drawings shall at the direction of the CO be salvaged. Salvage all Highway Junction Signs, Road Mile Post Marker Signs, Route Signs, tourist/Location Signs and Miscellaneous Signs, store and protect signs, footing bases and hardware until ready for installation at new locations.
- (b)     **MATERIALS AND OBJECTS of HISTORICAL VALUE** – Objects of historic value which are uncovered shall be protected from damage. Immediately notify the Commonwealth Historical Preservation Office and the CO for verification and

determination of the discovery.

**203.04**     **REMOVING MATERIAL** - The following are changes and revisions to this subsection:

First Paragraph: Delete entirely.

Second Paragraph: Delete the word “waterways” as used.

Third paragraph: Delete the items or words “buildings”, “foundations”, “sidewalks” and “curbs” as used.

Fourth, Fifth and Sixth Paragraphs: Delete entirely.

**203.05**     **DISPOSING OF MATERIAL**: The following are changes, revisions and deletions:

Item (a) **Removed from Project** – Revise this Item to read as follows:

Haul debris to Tinian Dump Site, dispose of material legally off the project. Furnish a statement documenting the nature and quantity of material processed or sold for recycling. Otherwise, furnish a signed copy of the disposal agreement before disposal begins. All fees are the responsibility of the Contractor.

Item (b) Burn – Not acceptable, delete entirely.

Item (c) **Bury** – Not acceptable, delete entirely.

Item (d) **Hazardous Material** – Add the following to this item:

Immediately notify the CO, the Division of Environmental Quality (DEQ), the Department of Public Safety (DPS), the Emergency Management Office (EMO), and the Coastal Resources Management Office (CRMO) of encountering any materials perceived to be hazardous. Stop work along the area of concern until receiving further instruction from the CO.

**203.08**     **PAYMENT** – Add the following to this Subsection:

Payment will be made under:

Pay Item No.	Pay Item	Pay Unit
20303	Removal of Traffic Sign and Signboard	Each
20304	Removal of Existing Guardrail	Linear Foot
20305	Removal of Structure and Obstruction	Lump Sum

**END OF SECTION 203**

## **SECTION 204 EXCAVATION AND EMBANKMENT**

### **204.02     DEFINITIONS:**

**(a)   Excavation:**

- (1)   Roadway Excavation** – The definition of this item is amended to include sub excavation of material below subgrade as shown on the plans. All excavated material suitable for embankment shall be reused.

### **CONSTRUCTION REQUIREMENTS**

### **204.06     ROADWAY EXCAVATION - The following is added to this Subsection:**

The contractor has the option to dispose of or reuse excavated asphaltic concrete pavement for roadside embankment outside the roadway structural component provided it is broken into sizes not greater than 4 inches in largest dimension and blend with fill material by windrowing or other method approved by the CO. Excavated aggregate courses unsuitable to be incorporated in the proposed base but can be utilized as embankment material shall be conserved and later use.

**Earth Cuts.** Revise the text of this subsection to read as follows:

After the stripping and required excavation are completed, in area to receive fill and in excavated area, the exposed surface should be scarified to a depth of approximately 6 to 8 inches, moisture conditioned as necessary, and compacted with a heavy vibratory roller at least 15 tons in weight, until it is dense and unyielding with at least 95 percent of its maximum dry density (per ASTM D1557 laboratory compaction test procedure) for sand/gravel soils or 90 percent maximum dry density for cohesive silt and clay soils. The compacted surface should be relatively uniform, dense, and none-yielding, including the edges.

Where the stripped or excavated ground surface is soft and/or yielding, and where soft or yielding spots are detected during the above recompaction and proof rolling, the soft, loose, or yielding soils should be excavated and replaced with limestone sand/gravel fill compacted to at least 95% of its maximum dry density in 8-inch loose layers.

### **204.06A   CONTRACTOR'S RESPONSIBILITY INVOLVING ARCHAEOLOGICAL DISCOVERY (Added Subsection)**

Report to the Commonwealth Historical Preservation Office (HPO) for verification and determination any discovery encountered during execution of this contract bearing archaeological, cultural, or historical content.

### **OPTIONAL**

In the event that items with archaeological value are discovered during excavation work involving cutting, filling, scarifying, utility relocation, bridge or drainage culvert work, etc., immediately notify the Commonwealth Historical Preservation Office or the CO for verification and determination of the discovery.

All excavation work shall immediately halt in the suspected archaeological site discovered until the archaeologist and the State Historic Preservation Office gives the approval for resuming construction. The Contractor further agrees to continue construction in the area outside the data recovery site using light to moderate equipment in excavation work subject to the approval of the Engineer and/or the Archaeologist. The Contractor shall fully cooperate with the archaeologist and coordinate all work thereafter during implementation of a Data Recovery Plan.

The Contractor shall take all precautionary measures as directed by the authorized Archaeologist for Department of Public Works to minimize any contamination of storm water runoff, silt, organic debris, fuels and other harmful materials that may disturb the strata or excavated portions that are being analyzed or recovered. The Contractor shall provide temporary measures to prevent spillage or direct entry into the pit or work area of the roadway necessary to accommodate public traffic at all times, and shall take every precaution against public injury or damage to the surrounding areas within the work site area.

The Contractor and/or Subcontractor shall not claim compensation for any delay of work as a result of any unforeseen archaeological site discovered during construction. Time extension may be granted to the Contractor for such delays resulting from discovery of historic resources in the project. No construction work shall resume or be continued in the Data Recovery Site until such time an approval has been issued by the Engineer or the Archaeologist.

**204.07**     **SUB-EXCAVATION** - Revise the text of this subsection to read as follows:

Any material to be excavated from below the roadway sub-grade elevation shall require first the approval of the CO or his Authorized Technical Representative. With the approval of the CO or his Authorized Representative or His Authorized Technical Representative, where the stripped ground surface is badly disturbed, too soft or loose for recompaction, the soft, loose soils should be excavated for replacement with compacted limestone sand/gravel fill. The geotechnical engineer should inspect and determine the extent of the additional excavation that that will be required.

Where the on-site silty soil is exposed within the roadway and shoulder, should be excavated to a depth of one more foot below the bottom of the new pavement subbase course layer elevations, excavate the clay silt material to the limits designated by the CO or his Authorized Technical Representative, for the replacement with non-expansive, limestone sand/gravel fill of subbase quality or essentially one more foot thick of subbase course to be total of 2 feet thick of subbase course below the base course layer.

The aggregate subbase soil should meet the requirements recommended on Section 301.02A of this Special Provisions.

Any disturbed soils including dislodged limestone cobbles and boulders and additional tree roots that are found during the above process should also be removed entirely for replacement with compacted new backfill.

**204.09**     **PREPARING FOUNDATION FOR EMBANKMENT CONSTRUCTION**

(d) Revise the subject heading of this subsection to read as follows:

**Embankment on existing slope steeper than 5H: 1V (5 units horizontal to 1 unit**

vertical), provide keyway and benches. Depth and width of Keyway will depend on the size of the new fill and existing slope, typically minimum 3 feet deep or to rock and one dozer or loader bucket width. Actual dimensions may be modified in the field as directed by the Soil Engineer.

**204.10**     **EMBANKMENT CONSTRUCTION** - Revise the first paragraph of this subsection to read as follows:

Incorporate only suitable coral aggregate material obtained from the roadway excavation, processed screened, and tested to meet the requirement of aggregate sub-base in accordance with sub-section 301.02(A) and approved by the CO or his Authorized Technical Representative, into roadway embankment. When the supply of the suitable and approved coral aggregate sub-base material is exhausted, borrow fill as defined in sub-section 204.02(a.3) Borrow Excavation, to complete the embankment.

(b) Embankment within the roadway prism: Place the approved and suitable material in horizontal layers not exceeding 10 inches in loose layer measurement, moisture condition as necessary. Compact each layer according to subsection 204.11 before placing the next layer.

**204.11**     **COMPACTION**

(b) **Earth Embankment:** Add the following paragraph:

Approved fill and backfill soils should be placed in 10-inch maximum loose layers, moisture conditioned as necessary, and compacted to at least 95% of its maximum dry density for limestone sand/gravel soil fill and 90 percent maximum dry density for cohesive silt or clay soils.

Also add the following:

Compact the suitable and approved earth material with a heavy vibratory roller of at least 15 tons in weight.

**204.13**     **SLOPING, SHAPING AND FINISHING**

(a)    Sloping: Add the following:

The final cut and fill slopes, including cut slopes for earth/grass swales and ponding basins, shall expose a uniform, dense compacted surface. After the final grading is completed, the slopes shall be covered with rolled erosion control products and planted with approve ground cover to reduce soil erosion at the direction of the CO or his Authorized Technical Representative.

**204.14**     **DISPOSAL OF UNSUITABLE OR EXCESS MATERIAL** – Revise this subsection to read as:

Dispose of unsuitable or excess material according to Subsection 203.05 of this Special Provision.

**204.15**     **ACCEPTANCE** - Revise the frequency of testing for in-place density and moisture content of Table 204-1.

**1. Sampling and Testing**, to read as follows:

<u>Material or Product</u>	<u>Frequency</u>
Earth Embankment (Roadway Excavated Material, backfill material, and Unclassified borrow)	1 for each 350 square yards but not less than 1 for each layer.
Select Borrow, Select Topping, and Topping	1 for each 100 cubic yards but not less than 1 for each layer.

**204.16** MEASUREMENT - The following are changes on particular items to read as follows:

**(a) Roadway Excavation:**

The excavation as a result of removing existing pavement, subbase and base course shall be included in the measurement to be paid under this section.

The excavation and backfill required for rigid pavement will be measured under Section 204 and Section 301.

**(b) Embankment Construction:**

Measurement for embankment construction shall be by the cubic yard in final position and shall also include processing, screening, testing, placing and compaction of the approved and suitable embankment material.

**(g) Waste.** Delete the text of this sub-section and substitute the following:

Waste and its disposal will not be measured separately for payment. It is considered a subsidiary obligation of the Contractor in the performance of the work.

**204.17** PAYMENT - This Subsection is supplemented as follows:

All existing base course and bituminous surface materials reused for embankment outside the roadway structural component will not be paid separately. No direct payment will be made in placing and compacting but will be considered under roadway excavation.

Payment will be made under:

Pay Item No.	Pay Item	Pay Unit
20401	Roadway Excavation	Cubic Yard
20403	Embankment Construction	Cubic Yard

**END OF SECTION 204**

**SECTION 251  
RIPRAP**

**251.01**      **DESCRIPTION** - Revise this Subsection to read as follows:

This work consists of furnishing and placing riprap for slope and ground protection at end of drainage structures, and as dissipater along swale.

**251.02**      **MATERIAL** - Delete "Geotextile Type IV" entirely.

Add the following to this subsection:

- A. Cement. Portland Cement conforming to Section 701, Type I
- B. Water. Conform to Section 601.
- C. Grout. A mix of one part Portland cement with two parts fine aggregate by volume and having a minimum 28-day compressive strength of 2000 psi when tested according to AASHTO T22 & T23.
- D. Fine Aggregate. Furnish sand conforming to AASHTO M6.
- E. Riprap Rock. Revise the text to read as follows:  
Furnish hard durable, angular rock, that is resistant to weathering, water action, and free of organic and unsuitable material. Size of rock shall be as indicated on the plan. Conform to the following:

(a) Apparent specific gravity, AASHTO T85      2.4 min.

**CONSTRUCTION REQUIREMENTS**

**251.03**      **GENERAL** – Revise this Subsection to read as follows:

Perform the work under Section 602 and in conformance to Section 301. Dress the slope to produce a smooth surface.

**251.05**      **KEYED RIPRAP** – Delete and remove this Subsection entirely.

**251.06**      **GROUTED RIPRAP** – The following are revisions and or deletions under this Subsection.

Second paragraph, first sentence, delete the phrase "or 251.05".  
Second paragraph, delete the ninth sentence entirely.  
Second paragraph, on the last sentence delete the phrase "from freezing".

**251.07**      **ACCEPTANCE** – The following are revisions and or deletions under this Subsection.

Remove and delete the first paragraph/line under this Subsection.



Fourth paragraph to read as follows:  
Structure base preparation will be evaluated under Section 301.

Fifth paragraph delete and remove entirely.

**251.08**      **MEASUREMENT** – First paragraph/line to read as follows:

Measure riprap by the square yard in place.

**251.09**      **PAYMENT** – Add the following to this subsection:

Payment will be made under:

Pay Item No.	Pay item	Pay Unit
25101	Grouted Riprap, complete-in-place	Square Yard

**END OF SECTION 251**

**SECTION 301  
UNTREATED AGGREGATE COURSES**

**301.01**     **DESCRIPTION** – Revise the second sentence to read as follows:

Sub-base and base aggregate grading are designated as shown in Tables 703-2A and 703-2B respectively.

**301.02**     **MATERIAL** – Delete and revise the paragraph to read as follows:

- A.   **Aggregate Sub-base Material** shall be selected coralline limestone free of roots, leaves, molds, clay, or other organic material and meeting the following requirements shown in Table 703-2A.
- B.   **Aggregate Base Material** shall consist of crushed coralline limestone meeting the following requirements shown in Table 703-2B.
- C.   **Drain Aggregate** shall consist of crushed coralline limestone meeting the requirements of Subsection 703.03.
- C.   **Water** shall be free of substances detrimental to the work.

**301.03**     **GENERAL** – Last paragraph to read as:

Set target values within the gradation ranges shown in Tables 703-2A and 703-2B under Section 703 Aggregates.

**301.05**     **COMPACTING** – Delete and revise this subsection to read as follows:

- A.   Immediately following the final spreading and smoothing, each layer shall be compacted to the full width. Rolling shall progress gradually from the sides to the center, parallel to the centerline of the roadway, and shall continue until the entire surface has been rolled. Any irregularities or depressions that develop shall be corrected by loosening the material at these places and adding or removing material until the surface is smooth and uniform. The material shall be compacted with approved tampers and or rollers.

Both the crushed sub-base and base course aggregates should be uniformly spread without segregation, moisture conditioned as necessary and compacted with a vibratory roller to at least 95 percent of its maximum dry density for the sub-base layer and 100 percent of its dry density for the base aggregate. Care should be taken during the spreading of the sub-base and base aggregates to avoid segregation of the aggregates.

The sub-base aggregate should be placed in an 8-inch loose thickness or 6-inch compacted layer thickness. The base aggregate can be placed all at one time.

- B.   In-Place Density Test:

Test shall be performed in sufficient numbers to ensure that the specified density is being obtained. The following number of tests, if performed at the appropriate time, will be the minimum acceptable for each type of operations.

1. For Utility Trenches:
  - a. One test per 50 linear feet of pipe bedding material compacted by hand operated machines.
  - b. Two test per 50 linear feet of each compacted backfill layer, compacted by hand operated machines.
2. For aggregate sub-base material and base course material:
  - a. One test per 200 square yards, or fraction thereof, of each layer lift of each material.

**301.08**     **ACCEPTANCE** – Delete and revise this subsection to read as follows:

- A. The CD will verify conformance with the nominal thickness specified and shown on the drawings by checking the course thickness at randomly selected test holes located at 50 to 100 linear feet. The digging, refilling and compacting of these holes shall be performed by the Contractor under the supervision of the CD at no extra cost to the NMHC.
- B. Aggregate gradation, plasticity index and other aggregate characteristics properties required will be evaluated under subsection 106.01, 106.03 and 106.04 in meeting the requirements set forth in subsection 301.02.
- C. Preparation of the surface on which the aggregate course is placed will be evaluated under Section 204 as applicable.
- D. Construction of untreated aggregate course will be evaluated under subsection 106.02 and 106.04, and subsection 301.05 for in-place field density test requirements.

**301.09**     **MEASUREMENT** - This subsection is supplemented as follows:

The quantity of base and the sub-base course will be measured in square yards as compacted in-place and accepted.

**301.10**     **PAYMENT** - Add the following to this subsection:

Payment will be made under:

Pay Item No.	Pay Item	Pay Unit
30101	New Coral Aggregate Base, 8-inch depth, complete-in-place	Square Yard

30102

New Coral Aggregate Sub-Base,  
8-inch depth, complete-in-place

Square Yard

**END OF SECTION 301**

**SECTION 402  
HOT ASPHALT CONCRETE PAVEMENT BY HVEEM OR MARSHALL  
MIX DESIGN METHOD**

**CONSTRUCTION REQUIREMENTS**

- 402.12**    **PRODUCTION START UP PROCEDURES** - Revise the second paragraph of this subsection to read as follows:

After approval of the design mix, the Engineer may require the Contractor to produce sufficient mix to construct 150 ft. long control strip, one lane wide, and at the designated thickness before actual production and laying of asphaltic concrete pavement at no additional cost to the Government. Construct control strip on the project at an approved location. The Engineer will then evaluate the texture, workmanship, and applicable properties of the control strip.

- 402.13**    **PLACING AND FINISHING** - The following are added to this subsection:

The tolerance of the temperature for the mixture leaving the mixer is  $\pm 25^{\circ}\text{F}$ .

The tolerance of the temperature for the mixture laid on the prepared base is  $\pm 20^{\circ}\text{F}$ .

- 402.16**    **PAVEMENT SMOOTHNESS/ROUGHNESS** - This subsection is amended as follows:

After final rolling, measure the smoothness of the surface course.

- 402.17**    **ACCEPTANCE** - The following is added to this subsection:

e) Thickness - When measurement is on a square yard basis, the asphaltic concrete placed will be sampled on a statistical basis and tested to determine if pavement thickness conforms to the thickness specified in the contract. The allowable deviation from target value (nominal thickness specified) for pavement thickness shall be a minus 3/8 inch for pavement thickness more than 1 inch thickness, and a minus 1/8 inch for pavement thickness of 1 inch and less.

Coring, refilling sample holes with suitable material and compacting shall be performed by the Contractor under the supervision of the Engineer without cost to the Government.

**402.19**      **PAYMENT:** Add the following to this subsection:

Payment will be made under:

Pay Item No.	Pay Item	Pay Unit
40201(A)	Hot Asphalt Concrete Pavement 2-1/2-inch thick, Class "A" Grading "C" Type IV smoothness	Square Yard

**END OF SECTION 402**

**SECTION 406A  
PLANT MIX DENSE-GRADED ANTI-SKID PAVEMENT  
(Section Added to FP-03)**

**406A.01**     **DESCRIPTION** - This work shall consist of furnishing all materials and constructing dense-graded anti-skid pavement surface on a prepared concrete pavement or asphaltic concrete foundation in accordance with these specifications and conforming with the lines, grades, widths and thicknesses and typical cross-sections shown on the plans or established by the CO.

The dense graded anti-skid pavement shall be constructed in conformity with the applicable requirements of Section 402.

**406A.02**     **MATERIAL** –

**Aggregates** - Aggregates shall conform to subsection 703.07. The composition of coarse and fine aggregates shall be tested in accordance with AASHTO T-11 and T-27, and shall conform with the gradation requirements as tabulated herein.

The type of aggregate to be used for the anti-skid pavement shall be basalt or approved equal. Gradation shown shall be applicable to any aggregate approved for use. Limestone, relatively pure carbonate aggregates or any aggregates known to polish will not be accepted and shall not be used in the mix.

Los Angeles Abrasion Wear for aggregates shall not exceed 30.

Allowable absorption for aggregates shall not exceed 3 %.

**Gradation and Mix Requirements**

<u>Sieve</u>	Master Range	Job Mix
<u>Size</u>	<u>Percent</u>	<u>Tolerance</u>
1/2"	<u>Passing</u>	+/- 7 %
3/8"	95 - 100	+/- 7 %
No. 4	75 - 90	+/- 7 %
No. 8	62 - 82	+/- 4 %
No. 16	35 - 58	+/- 4 %
No. 30	22 - 42	+/- 4 %
No. 50	11 - 28	+/- 2 %
No. 200	2 - 10	+/- 2 %
% of A.C.	6 - 7	+/- 0.5 %
Temperature	275° - 325° F	+/- 20° F

The CO will evaluate the proposed job mix formula and shall make adjustments if necessary to meet specified design criteria.

**Asphalt** – Asphalt cement shall be 60/70 penetration grade conforming to

AASHTO M20 or ASTM D946.

**406A.03**     **CONSTRUCTION REQUIREMENTS** - The dense-graded anti-skid pavement shall consist of a mixture of approved aggregate and asphalt cement.

Prior to production, the Contractor shall submit to the CO for approval a written job mix formula for the dense-graded anti-skid pavement. The submittal shall include a list of all sources of materials and provide adequate samples of all aggregate and asphalt in order to allow verification of the suitability of the proposed job mix. Job mix suitability will be determined on the basis of laboratory tests.

The following sets forth the recommended aggregate gradation and job mix requirements for the anti-skid pavement.

Unless otherwise specified or directed by the Engineer, conduct dense-grade anti-skid pavement according to the requirements of Subsection 402.03 through 402.17.

**406A.04**     **MEASUREMENTS** - Measure dense-graded anti-skid pavement listed in the bid schedule according to Subsection 109.02

**406A.05**     **PAYMENTS** - The accepted quantities will be paid at the contract price per unit of measurement for the Section 406A pay item listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section including all incidentals. See Subsection 109.05

Pay Item No.	Pay Item	Pay Unit
406A01	Dense Graded Anti-Skid Asphalt Pavement, 1" thick, Grading "E"	Square Yard

**END OF SECTION 406A**



**SECTION 411  
ASPHALT PRIME COAT**

**411.01**      **DESCRIPTION** - The text of this subsection is revised to read as follows:

This work shall consist of applying an emulsified asphalt prime coat of a grade conforming to AASHTO M 140 or ASTM D 977.

**411.02**      **MATERIAL** - Add the following to this subsection:

- a. Emulsified asphalt for the prime coat shall be type SS-1H conforming to the requirements of AASHTO M 140.
- b. Emulsified asphalt 702.03

**CONSTRUCTION REQUIRMENTS**

**411.03**      **EQUIPMENT** - Delete this Subsection to read as follows.

- a. Asphalt Distributor:
  - (1) Capable of heating asphalt evenly;
  - (2) Adjustable full circulation spray bar to 15-foot width;
  - (3) Positive controls including tachometer, pressure gauge, volume measuring device, or calibrated tank to uniformly deposit asphalt over the full width within 0.02 gallons per square yard of the required rate; and
  - (4) Thermometer for measuring the asphalt temperature in the tank.
- b. Rotary Power Broom:
  - (1) Self-propelled; and
  - (2) Capable of controlling the vertical broom pressure.
- c. Pneumatic-Tire Rollers:
  - (1) Self-propelled;
  - (2) Minimum compacting width -5 feet; and
  - (3) Gross weight adjustable within the range of 200 to 360 pounds per inch of compaction width.
- d. Other Equipment: Other equipment of proven performance may be used in addition to or in lieu of the specified equipment when approved by the CO.

**411.06**     **ASPHALT APPLICATION** – Revise the first paragraph to read as follows:

When required, lightly spray the surface with water before applying a prime coat. Apply asphalt at a rate of 0.30 to 0.50 gallons per square yard for optimum penetration.

Add the following to this Subsection to read as follows:

Calibrate the asphalt distributor spray bar height, nozzle angle, and pump pressure, and check longitudinal and transverse spread rates weekly according to ASTM D 2995. If different asphalt distributors are used, calibrate each before use on the project. Ensure that the length of the spread is no more than can be covered with aggregate immediately after application.

Protect the surfaces of nearby objects to prevent spattering or marring. Spread building paper on the surface for a sufficient distance from the beginning and end of each application so the flow through the distributor nozzles may be started and stopped on the paper.

The CO will approve the exact application rate, temperature, and area to be treated before application and may make adjustments for variations in field conditions. Apply the asphalt uniformly with an asphalt distributor. Move the distributor forward at the proper application speed at the time the spray bar is opened. Use care not to apply excess asphalt at the junction of spreads.

Correct skipped areas or deficiencies. Remove and dispose of pare or other material used.

**411.07**     **ACCEPTANCE** – Delete the second paragraph.

**411.08**     **MEASUREMENT** - Delete the last paragraph.

Measure prime coat asphalt including the water added for dilution in place by the square yard.

**411.09**     **PAYMENT** - Add the following to this subsection:

Payment will be made under:

Pay Item No.	Pay Item	Pay Unit
41101	Asphalt Prime Coat, Grade SS-1H	Square Yard
41102	Asphalt Tack Coat, Grade SS-1H	Square Yard

**END OF SECTION 411**

**SECTION 412  
ASPHALT TACK COAT**

**412.01**      **DESCRIPTION** - Revise the text to read as follows:

This consists of applying an emulsified asphalt tack coat of a grade conforming to AASHTO M 140.

**412.02**      **MATERIAL** - Add the following to this subsection:

Emulsified asphalt for tack coat shall be type SS-1H conforming to the requirements of AASHTO M 140.

**CONSTRUCTION REQUIREMENTS**

**412.03**      **EQUIPMENT** - Delete and revise this Subsection to read as follows.

- a. Asphalt Distributor:
  - (1) Capable of heating asphalt evenly;
  - (2) Adjustable full circulation spray bar to 15-foot width;
  - (3) Positive controls including tachometer, pressure gauge, volume measuring device, or calibrated tank to uniformly deposit asphalt over the full width within 0.02 gallons per square yard of the required rate; and
  - (4) Thermometer for measuring the asphalt temperature in the tank.
- b. Rotary Power Broom:
  - (1) Self-propelled; and
  - (2) Capable of controlling the vertical broom pressure.
- c. Pneumatic-Tire Rollers:
  - (1) Self-propelled;
  - (2) Minimum compacting width -5 feet; and
  - (3) Gross weight adjustable within the range of 200 to 360 pounds per inch of compaction width.
- d. Other Equipment: Other equipment of proven performance may be used in addition to or in lieu of the specified equipment when approved by the CD.

**412.06**     **ASPHALT APPLICATION** – Delete and revise the first sentence on the second paragraph to read as follows:

Apply asphalt at a rate of 0.1 to 0.15 gallons per square yard.

Add the following to this Subsection to read as follows:

Calibrate the asphalt distributor spray bar height, nozzle angle, and pump pressure and check longitudinal and transverse spread rates weekly according to ASTM D 2995. If different asphalt distributors are used, calibrate each before use on the project. Ensure that the length of the spread is no more that can be covered with aggregate immediately after application.

Protect the surfaces of nearby objects to prevent spattering or marring. Spread building paper on the surface for a sufficient distance from the beginning and end of each application so the flow through the distributor nozzles may be started and stopped on the paper.

The CD will approve the exact application rate, temperature, and area to be treated before application and may make adjustments for variations in field conditions. Apply the asphalt uniformly with an asphalt distributor. Move distributor forward at the proper application speed at the time the spray bar is opened. Use care not to apply excess asphalt at the junction of spreads.

Correct skipped areas or deficiencies. Remove and dispose of pare or other material used.

**412.08**     **MEASUREMENT** - Delete the text of this sub-section and substitute the following:

Measure tack coat including water added for dilution, in place by the square yard.

**412.09**     **PAYMENT:** Add the following to this subsection:

Payment will be made under:

Pay Item No.	Pay Item	Pay Unit
41201	Asphalt Tack Coat, Grade SS-1H	Square Yard

**END OF SECTION 412**

**SECTION 601  
MINOR CONCRETE STRUCTURES**

**601.02 MATERIAL** – Remove and delete the following subsections:

Concrete Coloring Agents  
Joint Fillers  
Precast Concrete Curbing  
Precast concrete units  
Structural Steel

The following are added to this subsection:

**Non-Shrink Grout** – Furnish approved commercial non-metallic, non-corrosive, non-shrinkage type with a yield of 0.90 cu. ft. per 100-pound bag. Deliver the product to the site in original sealed containers, each bearing the trade name and manufacturer's name. The grout shall have a compressive strength of 8,000 psi. Mix and apply grout in strict accordance with the manufacturer's printed instructions. Exposed surfaces shall be water cured with wet burlap for a minimum of 7 days. Perform measurement of non-shrink grout the field from the time the water is added and the mix is placed as shown in the plans.

**Epoxy Binder** – Furnish Type I epoxy binder shall be Type I, conforming to Federal Specifications MM-B-350.

**Other Embedded Items** – Place or install all sleeves, inserts, anchors and embedded items before concrete pouring as shown or specified. Furnish hot dipped galvanized after fabrication conforming to AASHTO M 111-80 or AASHTO M 232-82.

**601.03 CONCRETE COMPOSITION** – Remove and delete items (f) and (i) entirely.

Amend Table 601-1 and add the following to read as:

The class of concrete to be is specified herein. Before start of construction, the Contractor shall submit design mix of all concrete strength for approval. The Contractor, at his own expense, shall have samples of mix designs prepared for the class of concrete to be used in the work or furnish satisfactory evidence that specified mix have been previously prepared and results obtained. Unless otherwise provided herein, specification ACI-211-1-74 shall be used in proportioning the mix. Bid prices for concrete shall be based on the proposed mix including any use of admixture, if permitted. The design mix, including certified test reports for the material to be incorporated to the mix and the results of the 7-day and 28-day compressive strength test shall be submitted for approval at least 30 days before furnishing of concrete.

The class of concrete to be used on this project is listed below and shall have the corresponding 28-day compressive strength and maximum aggregate size.

<u>Strength</u>	<u>Max. Aggregate Size</u>	<u>Max. Slump</u>	<u>Placement</u>
3,000	0.75"	4"	Other Minor Concrete Structures.

Add the following to this subsection:

Use of admixture will be at the Contractor's option subject to the approval of the CO. Before the use of the admixture, the mix design with certified test reports shall be submitted to the CO for approval.

**CONSTRUCTION REQUIREMENTS**

**601.04** **GENERAL** - The following are amendments to this subsection:

Delete and remove the second sentence of the first paragraph.

Delete the last paragraph/sentence.

The following is added to this subsection:

- a. **Setting Miscellaneous Material** - Anchors, frames or edging, pipe sleeves, pipes passing through walls, metal ties, conduits, drains and other materials concerning concrete construction shall, where practicable, be placed and secured in position when the concrete is placed.
- b. **Reinforcing Steel** - Shall be provided as indicated. Any placement or movement after placement other than indicated or specified shall be subject to approval.
- c. **Bonding and Grouting** - Before depositing new concrete against old concrete or concrete that has set, the existing surface shall be roughened and immediately before placing the new concrete, the old surface shall be hosed down with water and thoroughly cleaned, using compressed air. All laitance, coatings, stains, debris and other foreign material shall be removed from the surface, and the surface shall be coated with epoxy binder, Type I, conforming to Specification MMM-B-350 immediately before the new concrete is deposited.
- d. **Mortar for Patching** - Cement mortar for patching shall conform to the requirement of these specifications. Cement mortar shall be applied with a putty knife while the prime coat is still soft or tacky. The repairing materials shall be applied flush with the adjacent surfaces.
- e. **Finishing Concrete Surfaces** - The following shall be exercised in finishing concrete surface.
  - 1. Rubbed Finish - Unless otherwise specified all exposed concrete surfaces specified.
  - 2. All Exposed Corner - Shall be chamfered 3/4 inch except otherwise noted.

3. Repair of Defects on Concrete - All defects consisting of cracks, spalls, voids, cleavages, holes, honeycombed areas and all other defects that occur during the one-year guarantee period shall be repaired as herein specified. Except otherwise specified, the repairing material shall be two-component, mineral-filled, epoxy-resin-base, grout conforming to Specification MMM-G-650, Type I, Grade C, or repaired with a two-component, epoxy-resin-base material conforming to Specification MMM-B-350, Type I, mixed with fine aggregate.
4. Design Mix for Repairing Materials - The two-component mineral-filled, epoxy-resin-base grout shall be mixed without adding any aggregate in strict accordance with the manufacturer's printed instructions. Epoxy mortar shall consist of a two-component, epoxy-resin-base binder material mixed with dry silica sand or stone aggregate in proportions strictly recommended by the manufacturer. The Contractor shall mix trial batches on the job in the presence of the CO in strict accordance with the manufacturer's printed instructions that will ensure that the proportions of materials will be controlled and accurately maintained during the progress of the repair work. Mortar materials shall be mixed in proportions by volume as recommended. The epoxy-resin-base binder adhesive and the aggregate shall be introduced and mixed in such a manner the materials will be distributed uniformly throughout the mass. Boxes and pans for mixing shall be kept clean and free of debris or dried mortar. Once the components of the epoxy mortar are mixed, the compounds shall be used before the initial setting of the binder has taken place.
5. Preparation of Surfaces - All concrete surfaces to be repaired shall be dry, free of grease, oil, dirt, and deficiency in the strength of the concrete produced. Additional tests at the contractor's expense shall be made and adjust mixes as required to obtain the specified strength.
6. Method of Application - Following the preparation and cleaning of concrete surfaces to be repaired, the repairing material of the design mix as recommended by the manufacturer shall be applied.

Thin Hairline Cracks - Thin hairline cracks not measurable by ordinary means (0.01 inch and under) shall be sealed with epoxy grout. The repairing material of the design mix as recommended by the manufacturer shall be applied.

Large Cracks and Voids - Large cracks and voids shall be square cut, cleaned, and primed with pure epoxy-resin binder adhesive to ensure a weld bond, after which the epoxy mortar shall be applied with a trowel or putty knife flush with the adjoining surface.

Deep Cracks or Cleavages - Where the size of the openings permits, the crack shall be filled with epoxy grout, allowed to harden, then surface-coated with epoxy mortar. To rejoin narrow voids at maximum depth, the cracked surface shall be sealed with epoxy grout and allowed to harden; then, through this sealed surface, holes large enough to permit insertion of

caulking gun tips shall be drilled and epoxy grout without aggregate shall be pumped into the void with the caulking gun. The sealed surface will prevent the outflow of the epoxy grout and force it into the fissure, providing a weld joint of maximum strength.

Spalls - Defects caused by spalls shall be repaired by providing a prime coating of pure epoxy binder and then filled with epoxy mortar (with aggregate) by means of steel trowel or as specified for non-shrink grouting of mortar. Surfaces to receive non-shrink grouting mortar shall be thoroughly clean.

**601.05**     **PLACING CONCRETE** – Remove and delete the last paragraph/sentence.

**601.08**     **MEASUREMENT** – Add the following to this subsection:

Unless stipulated in the contract, concrete used in other sections will not be measured for direct payment.

**601.09**     **PAYMENT** – Remove and delete the last paragraph/sentence. Add the following to this subsection.

**END OF SECTION 601**



**SECTION 602  
CULVERTS AND DRAINS**

**602.01**      **DESCRIPTION** – Delete the text of this subsection and substitute the following:

This work consists of the installation of high-density polyethylene (HDPE) corrugated pipe for drainage. The work includes excavation, pipe bedding, conduit envelope, and backfilling, as indicated on the drawings for a proper installation.

**602.02**      **MATERIAL** - Delete the text of this subsection and substitute the following:

- A.      **Pipe Bedding and Conduit Envelope.** Bedding and envelope material for rains shall be manufactured sand conforming to subsection 209.02.C.
- B.      **Backfill.** Backfill material for excavated areas of trenches shall be aggregate sub-base course conforming to subsection 301.02.A, except at above sub-grade level for paved areas where backfill shall be base course material.
- C.      **Detectable Warning Tape.** Detectable marking tape shall be green in color, identifying drain/sewer systems of the type specifically manufactured for marking and locating underground utilities. Detectable tape shall also conform to subsection 209.02.E.
- D.      **Drain Pipe.** Drain pipe shall be high density polyethylene (HDPE) corrugated pipe conforming to AASHTO M294, Type S, full circular cross section with an outer corrugated pipe wall and a smooth inner wall. Corrugation shall be annular, N-12, and HDPE pipe shall also be rated for H2O traffic loads. See plans for required size and lengths.
- E.      **Drain Pipe Fittings.** Fittings shall be as recommended by the HDPE pipe manufacturer for use with the HDPE corrugated drain pipe. Fittings to also comply with the joint performance criteria of AASHTO Standard Specifications for Highway Bridges, Division II, Section 26.

**CONSTRUCTION REQUIREMENTS**

**602.03**      **GENERAL** – Delete the text of this subsection and substitute the following:

- A.      Use fittings, extensions, elbows, and branch connections as recommended by the HDPE pipe supplier or manufacturer.
- B.      Culvert and drain sizes and their locations are shown on the plans.
- C.      Provide and implement temporary traffic control measures approved by the Contracting Officer
- D.      Upon approval of the Contracting Officer, perform excavation and backfill work under Section 209.

- E. Verify that trench conditions are ready to receive work. Obtain approval from the Contracting Officer to commence the installation of the pipe, pipe bedding, pipe envelope, and detectable warning tape.
- F. Perform in-place field density tests on bedding and backfill as required under Section 301.05.B.

**602.06**     **LAYING PLASTIC PIPE** Revise this subsection as follows:

Lay and install the high-density polyethylene (HDPE) corrugated pipe in accordance with the pipe manufacturer’s recommendations. Install fittings as recommended and supplied by the HDPE pipe manufacturer.

**602.08**     **ACCEPTANCE** – Delete the text of this subsection and substitute the following:

- A. Excavation and backfill work will be evaluated under Section 209.
- B. Pipe bedding, conduit envelope, and backfill material will be evaluated under Section 209.
- C. In-place field density tests will be evaluated under Section 301.
- D. Material for drains and detectable tape furnished will be evaluated under subsections 106.02 and 106.03.
- E. Installation of drains will be evaluated under subsections 106.01, 106.02, and 106.04.

**602.09**     **MEASUREMENT** – Delete the text and substitute the following:

Measure high density polyethylene corrugated pipe by the linear foot, installed, along the invert, including fittings, excavation, pipe bedding, conduit envelope, detectable warning tape, backfill, and in-place field density tests.

**602.10**     **PAYMENT** – Revise this subsection as follows:

The accepted quantities will be paid at the contract price per unit of measurement for the Section 602 pay items listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

Payment will be made under:

Pay Item No.	Pay item	Pay Unit
60201(A)	<u>24-inch diameter HDPE Corrugated Pipe</u> Type S, N-12, <u>complete-in-place</u>	Linear Foot
60201(B)	<u>24-inch diameter HDPE Pipe Connection</u> <u>To Existing drainage</u>	<u>Lump Sum</u>

**END OF SECTION 602**

**SECTION 604  
MANHOLES, INLETS, AND CATCH BASINS**

**604.01** **DESCRIPTION** – Revise this subsection to read as follows:

This work consists of constructing concrete manholes, drainage manholes and catch basins.

**604.02** **MATERIAL** – Delete the text of this subsection and substitute the following:

- A. **Bed course.** Bed course material shall be compacted coral base conforming to subsection 301.02.B.
- B. **Backfill.** Backfill material shall be compacted coral sub-base conforming to subsection 301.02.A.
- C. **Concrete** and materials for concrete, reinforcing steel, formwork, joint filler, and grout shall conform to Section 601.
- D. **Frames, Grates, Covers, and Ladder Rungs** Catch basin metal frame, grate, and anchors to be of steel construction per ASTM A 36. Hot-dipped galvanized per AASHTO M 111, rated for heavy duty and H-2O traffic loads or non-traffic for the sizes indicated on the plans.

Manhole frames and covers shall be gray iron casting, Class 30, per AASHTO M105, rated for heavy duty, and H-20 traffic loads and non-traffic loads for the size shown on the plans.

**CONSTRUCTION REQUIREMENTS**

**604.03** **GENERAL** - Revise this subsection to read as follows:

Perform structure excavation, bed course, and backfill work under Section 209. Place and compact the coral base bed course to the thickness indicated on the plans. Compact the base bed course and backfill to not less than 95 percent of its maximum dry density and check in-place density as specified in subsection 301.05.B.

Where depths of excavation require shoring per OSHA Regulations, Contractor to provide such shoring, designed by a Structural Engineer, licensed to practice in the CNMI.

**604.04** **CONCRETE CONSTRUCTION** – Delete the text of this subsection and substitute the following:

- A. Construct concrete manholes and catch basins in accordance with the plans and Section 601.

- B. Forms: Forms shall extend the full depth of the Section. Forms shall be clean, straight, free from warp with sufficient strength to resist the pressure of the concrete mix without displacement. Bracing and staking of forms shall be such that they remain in both horizontal and vertical alignment until their removal. All forms shall be clean and coated with an approved releasing agent before the concrete is placed.

Forms shall be left in place for 48 hours or until the concrete has set sufficiently so that the forms can be removed without injury to the catch basin.

- C. Finishing. The surfaces of the concrete catch basins, interior and exterior, shall be smooth and even.
- D. Patch minor defects, small honeycombed areas, form-tie holes in accordance with subsection 601.05.E.
- E. Large honeycombed areas or gravel pockets, which, in the opinion of the Contracting Officer, are too large for proper mortar patching shall be cut-out and replaced as described in sub-section 601.05.E.c.
- F. Channel Flow. Finish the channel flow line in catch basins accurately to match the pipe flowline.
- G. Metal Frames. When ready for installation, set metal frames in a full joint concrete bed of same 28-day compressive strength as the catch basin.
- H. Grout all openings around pipe joints watertight.

**604.08**    **ACCEPTANCE** – Delete the text of this subsection and substitute the following:

- A. Structure excavation, bedding, and backfill work will be evaluated under Section 209.
- B. Bed course material will be evaluated under subsection 301.02.B with in-place field density test under subsection 301.05.B.
- C. Backfill material will be evaluated under subsection 301.02.A. with in-place field density test under subsection 301.05.B.
- D. Concrete and other materials for concrete construction will be evaluated under Section 601.
- E. Construction of concrete catch basins will be evaluated under subsections 106.02 and 106.04.
- F. Frames and grates for catch basins will be evaluated with the plans under subsection 106.02 and 106.03.

**604.09**    **MEASUREMENT** – Delete the text of this subsection and substitute the following:

- A.    Measure drainage manholes with frame and cover by the each, for each manhole type and manhole depth category, including excavation, shoring, bedding, concrete, and backfill work.
- B.    Measure concrete catch basins with grate cover, frame, and anchors, by the each, for each catch basin type and catch basin depth category, including excavation, shoring, bedding, concrete and backfill work.
- C.    Measure field inlet with frame and cover by the each, including excavation, shoring, bedding, concrete and backfill work.

**604.10**    **PAYMENT** – Revise this subsection as follows:

The accepted quantities will be paid at the contract price per unit of measurement for the Section 604 pay items listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

**Payment will be made under:**

<b>Pay Item No. Unit</b>	<b>Pay item</b>	<b>Pay</b>
60402	Concrete Catch Basin, Type 1, with Frame and Cover, In-place complete	Each

**END OF SECTION 604**

**SECTION 608  
PAVED WATERWAYS**

**608.01**      **DESCRIPTION** – Revised the text of this subsection to read as follows:

This work consists of constructing a concrete paved waterway, valley gutters, or swales where indicated on the plans.

**608.02**      **MATERIAL** – Delete the text of this subsection and substitute the following:

- a. Bed Course - Bed course shall be compacted coral base conforming to subsection 301.02.B.
- b. Concrete - Concrete and materials for concrete, reinforcing steel, formwork, and joint filler shall conform to Section 601.
- c. Sub-base and Backfill. Backfill and sub-base material shall be compacted coral sub-base conforming to subsection 301.02.A.

**CONSTRUCTION REQUIREMENTS**

**608.03**      **GENERAL** – Revise this subsection as follows:

Perform excavation and backfill work under Section SCR 209. Place and compact the bed course to the thickness indicated on the plans. Compact each layer of base course material to not less than 95 percent of its maximum dry density and check field-in-place density as specified in Section SCR 209.

**608.07**      **CONCRETE PAVED WATERWAYS** - Add the following text to this subsection:

Construct and cast the concrete paved waterway, valley gutter, or swale to the width, thickness, and slope indicated on the plans and in accordance with Section SCR 601. Place and secure the reinforcement in accordance with Section SCR 601.

**608.11**      **MEASUREMENT** – Delete the text of this subsection and substitute the following:

Measure concrete swale by the linear foot, in place, including excavation, bedding, concrete, and backfill work.

**609.12**      **PAYMENT** – Add the following text to this subsection:

Payment will be made under:

Pay Item No.	Pay item	Pay Unit
60801(A)	4-inch thick Concrete Swale Complete-in-place	Linear Foot
60801(B)	6-inch thick Concrete Swale at Driveways, Complete-in-place	Linear Foot
60801(C)	Grass Swale, complete-in-place	Linear Foot
60801(D)	Gravel Filled Swale, complete-in-place	Linear Foot
60801(E)	Check Dam, complete-in-place	Each
60801(F)	Driveway Along Swale (At Cut Area) Complete-in-place	Each
60801(G)	Driveway Along Swale (At Fill Area) Complete-in-place	Each

**END OF SECTION 608**



## SECTION 611 WATER SYSTEMS

**611.01**      **DESCRIPTION** – Add the following to this subsection:

This work also consists of the following:

1. Adjustment, relocation or replacement/reconstruction of existing water system-related facilities including, but not limited to, waterlines, manholes, valve boxes, water meters with boxes, gate valve with boxes, and air relief valves with boxes,
2. Removal and/or relocation of existing fire hydrants,
3. Providing and placing flowable fill in lieu of the conventional compacted subbase or base course backfill for waterlines location within the road pavement, to protect the existing waterline that may be exposed or shallow backfill during road obliteration and compaction of base material.

**611.02**      **MATERIAL** – Amend and revise the following to read as:

**Bedding Material** – Furnish sand or selected sandy soil free of excess moisture, muck, roots, sod, or other deleterious material and conforming to the following.

- |   |           |
|---|-----------|
| 1. Material passing a 3/8-inch sieve, AASHTO T 127            | 100%      |
| 2. Material passing a No. 200 sieve,<br>AASHTO T 127 and T 11 | 10% (max) |

**Concrete** – Concrete and concrete related works shall conform with Section 601.

**Flowable Fill Concrete** – Design strength for flowable fill shall be a compressive strength of not less than 500 psi at 28 days. Chemical admixtures may also be used in flowable fill to modify performance properties of strength, flow, set and permeability.

**Polyvinyl Chloride (PVC) Pipe and Fittings** – For 3” and smaller, use PVC pipe for water distribution system conforming to ASTM D 1784. The pipe shall be manufactured in strict compliance to ASTM D 1785. Wall thickness of the pipe shall be Schedule 80. Fittings shall be PVC Schedule 80 slip on, glue or threaded ASTM D 2467-04e1 and ASTM F-439, Standard Specification for PVC Plastic Fittings, Schedule 80.

For pipes 4” and larger, use PVC conforming to AWWA C900. C900 PVC shall be DR18, Pressure Class 235. PVC Shall be push-on conforming to ASTM D3139.

Add the following:

All material for waterlines and appurtenances shall meet the requirements of the Commonwealth Utilities Corporation (CUC) standard for water system planning, materials and construction.

Other materials for the water system shall be as follows:

**Gate Valves** – Gate valves shall be of cast iron body construction, bronze mounted, solid wedge, resilient seal, with 2-inch square operating nut, 200 psi operating pressure, with 400 psi test pressure certification, non-rising stems and conform to AWWA Specification C500.

**Valve Boxes** – Each gate valve on buried piping shall be provided with an adjustable cast iron box of a size suitable for the valve on which it is to be used. The head shall be round and the lid shall have the word “WATER” cast on it. The least diameter of the shaft of the box shall be 10.25 inches for waterline greater than 6 inches I diameter and 5.25 inches for waterlines 6 inches or less in diameter. Each box shall be given a heavy coat of bituminous paint.

**Detectable Warning Tape** – Warning tape shall be acid and alkali-resistant polyethylene film, 6-inches wide with minimum thickness of 0.004 inches. Tape shall have a minimum strength of 1750 psi lengthwise and 1500 psi cross-wise. The tape shall be manufactured with integral wires, foil backing, or other means to enable detection by a metal detector when the tape is buried up to 3 feet deep. The tape shall be a type specifically manufactured for marking and locating underground utilities, BLUE color. The metallic core of the tape shall be encased in a protective jacket or provided with other means to protect it from corrosion.

**Ductile Iron Pipe and Fittings** – Conforming to AWWA C 151 for the designed size and strength. The Pipe shall be cement mortared lined according to AWWA C 104. Ductile iron fittings shall conform to AWWA C 110 with a minimum rated pressure of 250 psi. For flanged fittings with working pressures and maximum hydraulic gradients of 200 psi and less, use fittings conforming to AWWA C 110 and ANSI B 16.42, Class 150. For flange fittings with working pressures and maximum hydraulic gradient of greater than 200 psi but not less than 300 psi, use fitting conforming to ANSI B 16.42, Class 300.

**Backfill** - Aggregate subbase material conforming to Section 301.

## CONSTRUCTION REQUIREMENTS

**611.03** **GENERAL** – The first paragraph of this Subsection is supplemented as follows:

Coordinate with Commonwealth Utilities Corporation (CUC) prior to start of work on water system to ensure minimum water service interruption to users affected by the operations. When required, provide temporary water service to users who will be affected by prolonged water outages more than 8 hours.

Add the following to this Subsection:

Location of existing waterline shown on the drawings are approximate and for information only. Explore actual location and depth of existing waterline to fully determine actual depth of covering and to determine the scheme to be used by means of manual digging and/or suitable equipment as approved by the CO. Space exploration holes every 100 feet or as directed by the CO. When required, backfill exploration holes as specified herein.

Repair all waterline leaks or breakage that occurs during the construction of the highway until the government officially accepted the project. Make necessary repairs immediately after discovery of leaks or breakages. Repairs are subject to inspection and approval.

The Contractor shall be responsible for repairing all waterline leaks or breakages that occur from the construction work within the project limits at no extra cost to the contract during the construction of this project. All repairs shall be made as soon as possible after discovery of leaks or breakage and shall be subject to inspection by the CO or his Authorized Representative and shall be subject to approval of the duly authorized representative of the Commonwealth Utilities Corporation or the appropriate utility agency owning the facility before officially accepting the repair work as satisfactory.

**611.04**      **LAYING WATERLINE** – Add the following to the text of this subsection:

**Waterline Pipe Diversion** – When an existing waterline is encountered and is required to be diverted around a sewer or storm drain line, upon the approval of the CO divert the waterline and encase with reinforced concrete as detailed on the plans and as specified in this section. The additional pipe and fittings to divert the existing waterline segment shall be of new ductile iron pipe, and fittings meeting the material specifications herein. Notify CUC prior to construction or interruption of water service. The total length of the line segment for each diversion around a sewer or storm drain shall not be less than 40 feet, unless otherwise approved by the CO.

**Adjustment of existing waterline** – When an existing waterline segment is encountered and is located within the road construction limit and road excavation depth limit, upon the approval of the CO, relocate the waterline segment to a deeper depth per plan details. The existing pipe of the line segment to be relocated shall be reused. Provide new ductile iron fittings and ductile iron pipe extension to facilitate its reconnection to the existing water distribution / transmission system.

**Adjustment of Water Utility Manholes or Valve Box** – When an existing water utility valve box or manhole is encountered within the project right-of-way and the top elevation of the box or manhole is required to be adjusted to match the finished grade, then upon the approval of the CO, adjust the valve box or manhole cover as detailed on the plans. Re-use the existing valve box frame and cover. Provide new matching coupling and extension to facilitate the required elevation adjustment and construct a new concrete collar.

**611.06**      **BACKFILLING** – Delete and revised the paragraphs to read as follows:

Backfill according to section 209, except hand place the first backfill layer to 12 inches over the top of the pipe's bedding material. Remove all rocks and hard lumps from the hand-placed layer. Compact and test in-place densities as indicated in subsection 301.05.

During backfilling, place the detectable warning tape approximately 18 inches above the pipe.

Flowable concrete backfill shall be 12 inches depth x 24 inches wide above the pipe's sand bedding material and shall not extend below the asphalt pavement.

**611.08**      **MEASUREMENT** – Delete and revised the second paragraph to read as follows:

- A. Adjustment of existing water manholes and valve boxes shall be measured by the each, including excavation, backfilling, concrete and required waterline fittings and hardware to complete the work.
- B. Relocation of water meters and boxes shall be measured by the each including excavation, backfilling, and required waterline fitting and hardware to complete the work.
- C. Diversion of existing waterline pipe around a drainage or sewer line shall be measured by the each for each diversion, including pipe material and fittings, excavation, concrete work, and backfilling, with each diversion having a total pipe length of no less than 40 feet.
- D. Construction of new waterlines, relocation or adjustment of existing waterlines, including new pipes, fittings, valves, etc., shall be measured by the linear foot, installed, with no deduction for the length through tees, bends, valves, or other fixtures. Include trench excavation and backfilling work.
- E. Removal and relocation of fire hydrant assembly and gate valve assembly shall be measured per each, including excavation, concrete, new pipe and fittings, valves, and other required appurtenances for a complete installation.
- F. Measure flowable concrete fill in cubic yard when placed.

**611.09**      **PAYMENT** – Delete and revised the second paragraph to read as follows:

Payment will be made under:

Pay Item No.	Pay item	Pay Unit
61101	Concrete Headwall, Complete-in-place	Each
61102 (A)	Water Valve Box Cover Adjustment, complete-in-place	Each
61102 (B)	Water Manhole Cover Adjustment, complete-in-place	Each
61102 (C)	Relocation / Adjustment of Existing 2-inch Waterline pipes including excavation, Backfilling, fittings and appurtenances, Complete-in-place	Linear Foot

61102 (D)	Relocation / Adjustment of Existing 2.5-inch Waterline pipes including excavation, Backfilling, fittings and appurtenances, Complete-in-place	Linear Foot
61103	Relocation of Fire Hydrant Assembly, Including Fittings and Appurtenances, Complete-in-place	Each
61104	Water Meter Adjustment, complete-in-Place	Each

**END OF SECTION 611**

## SECTION 617 GUARDRAIL

**617.01**     **DESCRIPTION** – Delete the text of this sub-section and substitute the following:

This work shall consist of the construction of metal guardrail in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans or as established by the CO. The guard rail system is G4, Blocked-out, “W” Beam, standard barrier guard rail, having steel posts and the use of new plastic blocks, designed for used with guardrails, having a sequential type terminal end system.

The construction of this system shall include the assembly and erection of all component parts and materials complete at the locations shown on the plans or as directed.

Details for the sequential type kinking terminal system and components shall be as per manufacturer’s shop drawings, detailing the items indicated on the plans.

**617.02**     **MATERIAL** – Delete the text of this sub-section and substitute the following:

- (a)     **Concrete.** Concrete and material for concrete work shall conform to Section 601.
- (b)     **Galvanized Steel Rail.** Steel rail elements shall be corrugated sheet steel beams for highway guardrail conforming to the requirements of AASHTO M 180 for W-Beam shape indicated on the plans. Corrugated sheet steel beam shall be Class B with metal thickness of 0.135 inches, and Type I zinc coating of 1.80 ounces per square feet.
- (c)     **Guardrail Line Post.** Guardrail line post, other than required for sequential type kinking system, shall be W6x9 galvanized steel posts conforming to 2002 AASHTO-AGC-ARTBA, “A Guide to Standardized Highway Barrier Hardware”. Zinc coating shall be 1.80 ounces per square feet.
- (d)     **Guardrail Block.** New or recycled plastic block from approved manufacturers for use on highway guardrails as accepted by the Federal Highway Administration meeting the test requirements of NCHRP Report 350, and the Department of Public Works, Commonwealth of the Northern Mariana Islands.
- (e)     **Guardrail Hardware.** Guardrail hardware to conform to the AASHTO-AGC-ARTBA, A Guide to Standardized Highway Barrier Hardware, 2002 Edition.
- (f)     **Reflector Tabs.** Galvanized steel sheet, 0.15 inch thick. Adhesive shall resist peeling from a minimum force of 5 pounds per inch of width. Use mildew resistant adhesive, which has no staining effect on the retroreflective sheeting.
- (g)     **Wire Cable.** Cable to be galvanized with zinc coating of 1.80 ounces per square feet and shall conform to AASHTO M30.
- (h)     **Slotted Rail Terminal End System.** The system shall be the SRT 350, consisting of steel breakaway posts that are typically reusable after NCHRP Report 350 criteria impacts. The SRT 350 system shall be from an approved manufacturer whose system has met the test requirements of NCHRP Report 350 and accepted by the Federal Highway Administration.

## CONSTRUCTION REQUIREMENTS

Add the following text:

Construction shall conform to the requirement specified herein and to the latest edition of the Standards or directives issued by the Contracting Officer.

### 617.03 **POSTS** - Add the following text:

- a) Typical line posts (non-breakaway type) shall be set plumb in hand or mechanically dug holes, and held securely in place while casting the concrete foundation. Post excavated holes shall backfilled with acceptable material, placed in layers, and thoroughly compacted. When it is necessary to cut post holes in existing paving, all loose material shall be removed and the paving replaced in kind.
- b) Breakaway End and Line Posts. Install as specified by the manufacturer of the sequential end terminal system, SRT 350.

### 617.04 **RAIL ELEMENTS** - Add the following text:

- a) **Steel Rail.** Rail elements shall be erected according to plan details and in a manner resulting in a smooth, continuous installation with laps in the direction of traffic flow. All bolts, except adjustment bolts, shall be drawn tight. Bolts shall be sufficient length to extend beyond the nuts by more than one inch.

Where painting of railing components is specified, any damage to the shop coat of paint shall be corrected by an application of an approved rust-inhibitive primer prior to other painting. Non-galvanized surfaces inaccessible to painting after erection shall be field painted before erection. The railing components shall be given the specified number of coats of paint uniformly applied by through brushing or by approved pressure spray as specified.

Galvanized surfaces, which have been abraded so that the base metal is exposed, threaded portions of all fittings and fasteners and cut ends of bolts shall be painted with two coats of zinc-dust, zinc-oxide paint conforming with Federal Specification TT-P-641.

### 617.05 **TERMINAL SECTIONS** - Add the following text to this subsection:

Construct terminal sections at the locations shown. The terminal section shall be the ET 2000 Plus system consisting of breakaway end line posts, railing, cable anchorage assembly, soil tube anchors, impact head unit, and required hardware. The ET 2000 Plus system shall be from an approved manufacturer whose system has met the NCHRP report 350 test requirements and has been accepted by the Federal Highway Administration. Contractor to install this system, per manufacturer's requirements.

Contractor to submit for approval by the CO the name of the manufacturer of the ET 2000 Plus system, their product data and specifications, the system's shop drawings, and a copy of the acceptance letter from FHA accepting the manufacturer's system for use as a terminal section in guardrails.

**617.09**      **ACCEPTANCE** - Add the following: Guardrail material will be accepted under Subsection 106.02 and 106.03.

Guardrail system construction will be evaluated under Subsections 106.02 and 106.04.

**617.10**      **MEASUREMENT** - Delete the text of this subsection and substitute the following:

- (a)      G4, W-Beam guard rail will be measured by the linear foot from center of end posts not including the ET 2000 Plus terminal system. Double faced rail attached to the same post will be measured as a single unit.
- (b)      Measure the end terminal section system set ET 2000 Plus, for G4 W-Beam Guardrail, by the each for the length indicated on the plans.
- (c)      Measure the connection to structure, including the G4 W-Beam Guardrail transition with steel bolts and plastic blocks from the end of ET 2000 Plus to the Jersey Barrier, by the each, for the length indicated on the plans.
- (d)      Measure reinforced concrete transition, by the each for the length indicated on the plans.
- (e)      End anchorages are to be included in the quantities for the guardrail system for their respective type and it will not be measured separately for payment.
- (f)      Concrete and related work are to be included in the quantities for the guard rail system and it will not be measured and paid for separately. It will be considered a subsidiary obligation of the Contractor.
- (g)      Excavation and Backfill per Section 209 are to be included in the quantities for the guard rail system and it will not be measured and paid for separately. It will be considered a subsidiary obligation of the Contractor.

**617.11**      **PAYMENT** - Delete the pay item and substitute the following:

**Payment will be made under:**

Pay Item No.	Pay Item	Pay Unit
61701	Guardrail System G4, W-Beam, Type I, Class B with Plastic Blocks, including foundation, mow strip pad, base course,	Linear Foot



etc., complete-in-place

61702

End Terminal Section, Type SRT 350  
Including accessories, complete, in-place

Each

**END OF SECTION 617**

**SECTION 621  
MONUMENTS AND MARKERS**

**621.01**      **DESCRIPTION** – Delete the text of this subsection and substitute the following:

This work shall consist of the adjustment of existing survey monument boxes or of the installation of new survey monument boxes to conform with the location and elevation as indicated on the drawings or as directed by the CD in accordance with the drawings, specifications, and the standards of materials and construction of the CNMI Department of Public Works (DPW).

**621.02**      **MATERIAL** – Delete the text and substitute the following:

- A. Material for monuments and markers shall be coordinated together with the plans and the standards of materials and construction of the CNMI Department of Public Works.
- B. Concrete and materials for concrete shall conform with Section 601.
- C. Excavation and backfilling work shall conform with Section 209.

**CONSTRUCTION REQUIREMENTS**

**621.03**      **MONUMENTS AND MARKERS** – Add the following paragraphs:

- A. Location of permanent monuments and markers to be performed under Section 152 by a Registered Land Surveyor, Licensed to practice in the CNMI.
- B. Top of survey monument boxes shall be adjusted in the field to conform with the new road or road shoulder finish elevations.
- C. Construction requirements for this work shall conform to DPW’s standards or directives as issued by the Secretary of Public Works (DPW) and as indicated on the plans.
- D. Structures located in pavement areas shall not be adjusted to the final grade until the adjacent pavement or surfacing has been completed.

**621.04**      **ACCEPTANCE** – Delete the text of this subsection and substitute the following:

- A. Material (except concrete and finish) for monuments and markers will be evaluated under subsections 106.02., 106.03, and the standards of material and construction of the CNMI Department of Public Works.
- B. Location of monuments and markers will be evaluated under Section 152, which the certification is to be obtained from a Registered Land Surveyor, licensed to practice in the CNMI.

- C. Structure excavation and backfill will be evaluated under Section 209.
- D. Concrete and materials for concrete will be evaluated under Section 601.
- E. Construction of monuments and markers will be evaluated under Sections 106.02 and 106.04.
- F. The finish of monuments and markers will be evaluated under subsections 106.02, and 106.03, and the standards of material and construction of the CNMI Department of Public Works.

**621.05**      **MEASUREMENT** – Revise the sentence to read as follows:

Measure the installation of monuments by each, including excavation and backfill, concrete work, and all other accessories for a complete installation.

**621.06**      **PAYMENT** – Delete the text and substitute the following:

The accepted quantities, measured as provided above, will be paid at the contract price per unit of measurement for the pay item listed below that is shown in the Bid Schedule. Payment will be full compensation for the work prescribed in this section. See subsection 109.05.

Payment will be made under:

Pay Item No.	Pay Item	Pay Unit
62101	Survey Monument, complete-in-place	Each

**END OF SECTION 621**

**SECTION 631  
POWER POLE AND LINES RELOCATION**  
(Section Added to FP-03)

**631.01** **DESCRIPTION** - This work consists of relocating existing power poles that are directly affected by the project to the new locations indicated on the plans or as directed by the CD. The relocation includes all appurtenances such as wires, cross arms, guys, hardware except transformer units. The work also includes adjusting power system facilities such as guy wires and anchors required to meet the new vertical and horizontal alignments of the road indicated on the plans or as required.

**631.02** **APPLICABLE DOCUMENT** – The following specifications and standards of the issues listed and referred to in this Section (including addenda, amendments and errata listed) from a part of this specification to the extent required by the references thereto.

AMERICAN NATIONAL STANDARD INSTITUTE

(ANSI -02) Title – National Electrical Safety Code, C2-81D

National Electrical Code 70 – 1984

Commonwealth Utilities Corporation Requirements and / or Standards.

**631.03** **MATERIALS** – Unless otherwise specified conform all electrical material, hardware, and accessories to the requirements of the Commonwealth Utilities Corporation.  
Concrete – Conform to Subsection 601.02  
Backfill Material – Conform to Section 209.

**631.04** **CONSTRUCTION REQUIREMENTS** – **The Contractor has the option to perform the work using his resources or have CUC perform the work.**

If the Contractor opted to have CUC perform the work, make a close coordination for the following:

1. To execute the work in a timely manner. This will include but not be limited to the scheduling of work.
2. To make necessary arrangement for the CUC to prepare and complete the work without delay on his operation.
3. To make all necessary arrangements in regards to terms and conditions.

Perform concrete construction according to Section 601, Minor Concrete Structure.

Perform excavation and backfill according to Section 209, Structure Excavation.

**631.05** **WORKMANSHIP** – Unless specified or indicated otherwise, workmanship shall conform to the requirements of the latest edition of American National Standard Institute (ANSI – C2) entitled “National Electrical Safety Code”.

- 631.06** **HANDLING OF POLES** – Do not drag poles on the ground or drop abruptly. Pole tongs, cant hooks, and other pointed tools capable of producing indentations more than one (1”) in depth shall not be used in handling the poles.
- 631.07** **POLE SETTING** – In normal firm ground, holes shall be set to the minimum depth according to CUC Standards. As far as practicable, poles shall be set to maintain an even grade. When the average run is level, consecutive poles shall not vary more than five feet (5’) above the ground. To obtain shorter than normal length above ground, the depth of setting shall be increased as required. Where poles are set along the edge of cuts or embankments or where soil is liable to be washed out, special precautions shall be taken to ensure durable foundations, and the setting depth shall be measured from the lower side of the pole. When poles are to be set, holes of ample size shall be dug to allow the easy entrance of the poles, and the size of the hole at the bottom shall be large enough to allow proper use of tampers. The surplus earth shall be placed around the pole in a conical shape and packed tightly so that water will drain away from the pole. Poles on straight runs shall be carefully aligned and set so that they stand as nearly vertical as possible no more than two inches (2”) out of the line with the other poles so that the line post insulators, if used, are at right angle to the direction of the line.
- 631.08** **CROSSARMS** – Install crossarms perpendicular to the line conductors.
- 631.09** **INSULATORS** – Mount Insulators according to CUC Standards.
- 631.10** **POLE LINE HARDWARE** – Install suitable washers under bolt heads and nuts on surfaces other than steel or metal to maintain constant pressure. Where required, install double arming bolts equipped with washers and nuts for each double-arm installation. Use eye bolts, bolt eyes, eye nuts, strain plates, and clevises wherever required to adequately support and protect the poles, crossarm, guy wire and insulators.
- 631.11** **GUYING** – Install guys where required. Unless specified, use steel expanding type guy anchors. The holding power transverse strength, and longitudinal strength of guys shall conform to the requirements of the latest edition of American National Standard Institute (ANSI-C2), for Grade B construction.
- 631.12** **LINE CONDUCTORS** – For 13.8 KV line shall be No. 336 MCM aluminum or as recommended by the CUC. Conductors shall not be trampled on or run over by vehicles. Each reel shall be examined and the wire shall be inspected for cuts, kinks, or other injuries. Injured portions shall be cut out and the conductor spliced. The conductors shall be pulled over suitable rollers or stringing blocks properly mounted on pole, if necessary to prevent binding while stringing.
- 631.13** **SAG AND TENSION IN LINE CONDUCTORS** – Sag and tension in line conductors shall conform to the requirement of the American National Standard Institute (ANSI-C2) latest edition. To conform to the above requirements, initial stringing tensions for slack spans and special conditions are for new conductors that have not been pre-stretched.
- 631.14** **MISCELLANEOUS** – Sufficient, safe, cool drinking water and an adequate first aid kit must be provided on every work truck. Adequate safety equipment and construction tools for the workers shall be provided by the Contractor.
- 631.15** **POLE NUMBERING** – Provide pole numbering according to the requirements of CUC. Secure properly the number to the pole.

- 631.16**    **POWER INTERRUPTIONS** – Submit a written request to the CD for approval at least fourteen (14) days before power outage with a maximum power outage times of four (4) hours any time. Scheduled interruptions affecting the same customers on consecutive days are strongly discouraged. All technical assistance estimated revenue losses and use of use of equipment furnished by CUC through the CD or as required to complete the work shall be the Contractor’s responsibility and expense.
  
- 631.17**    **SALVAGED MATERIALS** – All usable salvage materials shall be returned by the Contractor to CUC Warehouse.
  
- 631.18**    **CONSTRUCTION SIGNS** – Furnish and install all necessary construction signs along the work area. Such work shall be as approved or directed by the CD.
  
- 631.19**    **CLEAN-UP** – Remove debris as it accumulates. Do not permit accumulation of debris on the work area. Keep the jobsite a clean and in orderly condition.
  
- 631.20**    **MEASUREMENT** – Measure relocation of power poles by the each including lines and appurtenances, complete and accepted.
  
- 631.21**    **PAYMENT** – The accepted quantities, measured as provided above, will be paid at the contract unit price per unit of measurement for the pay items listed below that are shown on the Bid Schedule. Payment will be full compensation for the work prescribed in this Section.

Pay Item No.	Pay Item	Pay Unit
63101	Relocate Existing Power Poles Including Lines and Appurtenances	Each

**END OF SECTION 631**

**SECTION 633  
PERMANENT TRAFFIC CONTROL**

**633.01**      **DESCRIPTION** - Delete the text of this subsection and substitute the following:

- A. This work consists of constructing permanent traffic control signs, supports, delineators, and object markers, and removing and resetting permanent traffic control devices, where indicated on the plans.
- B. Sign panels are designated as aluminum.
- C. Sign retroreflective sheeting shall conform with The Latest Manual on Uniform Traffic Control Devices, MUTCD-2009 Edition.
- D. Posts are designated as steel and shall conform with The Latest Manual on Uniform Traffic Control Devices, MUTCD-2009 Edition, and The Latest Edition of AASHTO's "Specifications for Structural Support for Highway Signs, Luminaires, and Traffic Signals".
- E. Type 1 Sign. Defined as a single post mounted sign, regardless of the number of sign panels.
- F. Type 2 Sign. Defined as a two-post mounted sign, regardless of the number of sign panels.

**633.02**      **MATERIALS** – Delete the text and substitute the following:

- A. Sign Panels. Aluminum per ASTM B209, alloy 6061-T6 or 5052-H38. Size and shape of panel shall be as indicated on the plans. Sign to be provided by the manufacturer shall be of Federal Highway Administration (FHWA) Standards, approved for use as permanent traffic control signs.
- B. Concrete. Concrete and materials for concrete work shall conform with section 601.
- C. Sign Post. Sign post to be hot dip galvanized per ASTM A123 with minimum zinc coating of 2.0 oz. /ft<sup>2</sup>. Post provided by the manufacturer to be also FHWA approved for use as a sign support.
- D. Hardware. Lag screws, washers, clip angles, shear plates, bolts, clamps, nuts and other fasteners shall be of galvanized steel per ASTM A153.
- E. Retroreflective Sheeting. Type III, high intensity sheeting with encapsulated glass beads or prismatic material, as approved by FHWA for use in signs.
- F. Letters, Numbers, Arrows, Symbols, and Borders. Letters, numerals, borders, arrow, symbols, and other markings shall conform to The Latest Manual on Uniform Traffic Control Devices, MUTCD-2009 Edition, for the type of sign indicated on the plans. Colors for the signs shall conform with the MUTCD-2009 Manual unless otherwise noted on the plans.

**CONSTRUCTION REQUIREMENTS**

**633.03**      **GENERAL** – Revise the paragraph to read as follows:

Furnish traffic control devices according to the MUTCD and Standard Highway Signs published by FHWA. Manufacturers of the materials for permanent traffic control devices to provide certification that their materials are FHWA approved for use as a sign and sign support. Submit the sign list for CD’s approval before ordering.

**633.04**      **SUPPORTS** – Add the following:

Construct sign post with break-away capability at its base as indicated on the plans.

**633.05**      **PANELS** – Amend the first sentence to read as follows:

Use Type III retro-reflective sheeting.

**633.07**      **REMOVING AND RESETTING PERMANENT TRAFFIC CONTROL DEVICES** – Add the following text to this subsection:

A. Where indicated on the plans, carefully remove existing signs, and store in a manner to prevent further injury or harm to the sign. Reset signs with its existing footing intact if possible.

**633.09**      **MEASUREMENT** - Revise this subsection to read as follows:

- A. Measure new sign installations by the each as follows:
  - i. Measure each installation as one sign unit for Type 1 or Type 2 signs regardless of the number of sign panels in the installation unit;
  - ii. Measure of each installation to also include post support and hardware for a complete installation; and
  - iii. Measure of each installation to also include excavation, backfill, and concrete work.

**633.10**      **PAYMENT** – Revise this subsection to read as follows:

The accepted quantities, measured as provided above, will be paid at the contract price per unit of measurement for the pay item listed below that is shown on the Bid Schedule. Payment will be full compensation for the work prescribed in this section. See subsection 109.05.

Pay Item No.	Pay Item	Pay Unit
63301	Traffic Sign, Type 1, complete-in-place	Each

**END OF SECTION 633**



**SECTION 634  
PERMANENT PAVEMENT MARKINGS**

**634.01**      **DESCRIPTION** - This subsection was revised to read as follow:

- A. This work consists of applying permanent pavement markings and raised pavement markers on the completed pavement where indicated on the plans.
- B. Pavement markings are designed as follows:
  - 1. Type H – Thermoplastic markings with type 1 glass beads
  - 2. Raised pavement markers.

**634.02**      **MATERIAL** - This subsection was revised to read as follow:

Conform to the Latest Edition of the Manual on Uniform Traffic Control Devices, MUTCD-2009 and the following:

- A. Glass Beads. Glass beads shall conform to AASHTO M 247, Type 1, Standard Gradation. Treat beads with an adherence coating as recommended by the manufacturer.
- B. Raised Pavement Markers. Prismatic retro-reflective type markers with retro-reflective lenses. Make the exterior surface of the shell smooth. Use a retro-reflector with a minimum coefficient of (retro-reflected) luminous intensity conforming to the following:

OBSERVATION ANGLE°	ENTRANCE ANGLE°	WHITE <sup>1</sup>	YELLOW	RED
0.2	0	3.0	1.8	0.75
0.2	20	1.2	0.72	0.30

<sup>1</sup>Crystal, clear, or colorless are acceptable color designations.

Make the base of the marker flat, patterned, or textured and free from gloss or substances that may reduce its bond to the adhesive. The deviation from a flat surface shall not exceed 0.05 inch.

Pavement markers shall be of the type and color shown on the plans. Type of marker(s) indicated are:

Type “YY”              Two-way yellow reflective markers.

Type “CR”              One-way clear reflective marker.

In case the Blue Raised Pavement Markers will be needed in the roadway, in order to

help emergency personnel locate fire hydrants, the CUC will provide and install.

- C. Thermoplastic Markings. Thermoplastic markings and legends shall conform to AASHTO M 249, Type H, as described in subsection 634.01. Thermoplastic markings and legends shall be performed, cold laid pavement markings and shall consist of white or yellow films with glass beads selected, blended, and applied to conform to the standard highway colors through the expected life of the film. Pre-formed works and symbols, as well as colors, shall conform to the MUTCD-2009. The retro-reflective pavement marking fil, without adhesive, shall be supplied in standard thickness of 6 mils. The marking film shall be general purpose high durability retroreflective pliant polymer film with non-skid, particles for preformed longitudinal, transverse and word/symbol markings subjected to high traffic volumes and severe wear conditions.

The preformed markings and striping shall be capable of being adhered to asphaltic concrete or portland cement pavement by a pre-coated pressure sensitive adhesive. The pavement marking films shall also be capable of being applied to new, dense and open graded asphaltic concrete wearing courses.

### CONSTRUCTION REQUIREMENTS

- 634.03**      **GENERAL** - Add the following to the Fifth Paragraph of this Subsection:

Make arrows, letters, stop lines, and other pre-cut symbols as shown on the plans or as directed by the CD.

Revise the Sixth Paragraph of this Subsection to read as follows:

Make stripes 4 inches wide unless otherwise shown on the plans. Centerline markings with no passing in either direction shall be a double solid yellow line stripe. The marking shall be placed parallel to one another approximately 4 inches apart.

- 634.04**      **CONVENTIONAL TRAFFIC PAINT (TYPE A)** – Remove and delete entirely.

- 634.05**      **WATERBORNE TRAFFIC PAINT (TYPE B AND C)** – Remove and delete entirely.

- 634.06**      **EPOXY MARKINGS (TYPE D AND E)** – Remove and delete entirely.

- 634.07**      **POLYESTER MARKINGS (TYPE F AND G)** – Remove and delete entirely.

- 634.08**      **THERMOPLASTIC MARKINGS (TYPE H AND I)** – On the first paragraph, remove and delete the phrase “and old asphalt pavements”.

On the second paragraph, remove and delete the phrase “and lane lines”.

Remove and delete item (b) Type I, entirely.

- 634.09**      **PREFORMED PLASTIC MARKINGS (TYPE J)** – Remove and delete entirely.

- 634.10**      **NONREFLECTORIZED MARKINGS (TYPE K)** – Remove and delete entirely.

**634.11**      **RAISED PAVEMENT MARKERS** – Add the following to this Subsection:

Pavement markers shall be of the type and color specified herein:

Type "YY"    Two-way yellow reflective markers

**634.13**      **MEASUREMENT:** Revise and amend the subsection to read as follows:

A.    Measure Thermoplastic Markings, Type H, solid pavement stripes from end-to-end continuous line, by the linear foot for each color indicated, installed in-place.

B.    Measure Raised Pavement Markers by the each, installed in-place.

**634.14**      **PAYMENT:** Add the following to this subsection:

Payment will be made under:

Pay Item No.	Pay Item	Pay Unit
63401	Pavement Marking, Type H, 4-inch wide white or yellow	Linear Foot
63402	Raised Pavement Marking, Type "YY"	Each

**END OF SECTION 634**

**SECTION 635  
TEMPORARY TRAFFIC CONTROL**

**635.01**      **DESCRIPTION** – Revise the text of this subsection to read as follows:

This work consists of furnishing, maintaining, relocating, and removing temporary traffic control devices and services, as indicated on the plans and approved by the CD, for control and protection of public traffic through the project.

Advance warning arrow panel, barricade, and warning lights types are designated as shown in The Latest Edition of the Manual on uniform Traffic Control Devices MUTCD-2009.

**635.02**      **MATERIAL** – Add the following paragraph:

Materials used for temporary traffic control shall conform to the MUTCD-2009, and the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-03.

**CONSTRUCTION REQUIREMENTS**

**635.03**      **GENERAL** – Add the following to this subsection:

Contractor shall submit temporary traffic control plan for review and approval by the CD prior to its implementation. No temporary traffic control measures shall be allowed to be implemented during the non-working hours unless approved by the CD.

**635.09**      **FLAGGERS** – Remove and revise the paragraph of this subsection to read as follows:

Perform the work described under MUTCD Part VI. Use Type III retroreflective sheeting on flagger paddles. There shall be a flagger at each end of the road work possessing the following minimum qualifications:

- (a) Sense of responsibility for safety of public and crew;
- (b) Training in safe traffic control practices or knowledge of the MUTCD-2009.
- (c) Good physical condition, including sight and hearing;
- (d) Mental alertness and the ability to reach in an emergency;
- (e) Courteous but firm manner;
- (f) Neat appearance;
- (g) All flaggers shall be wearing traffic vest with retroreflective stripes; and
- (h) All flaggers should be equipped with hand held radio communication devices.

**635.13**      **TEMPORARY PAVEMENT MARKINGS and DELINEATION** - This subsection is amended to read:

Perform work according to the latest Edition of MUTCD Part 6. Temporary pavement markings may be preform retro-reflective tape, flexible plastic body, or temporary raised pavement markers. Temporary pavement markings shall be neat in appearance, free of cracks, true on the edges, straight, and unbroken.

For centerline marking on two-way roadways, use single line of 3 feet long yellow temporary markers spaced at 10 feet or closer as directed by the Engineer.

Place temporary marking on each lift of pavement before opening to public traffic. On asphaltic concrete pavement overlays, place markings as soon as practical after a lift has been placed. As minimum, place pavement marking the same day the asphaltic concrete overlay is placed on those roadways where traffic is to be routed. Remove all temporary pavement markings on the final surface course prior to placing permanent marking.

Remove temporary pavement markings according to manufacturer's recommendation. Use of sand blasting, grinding and other methods that will stain and damage the surface of the final pavement will not be permitted.

**635.17**      **PAVEMENT PATCH** – Remove and delete the phrase “or 417”.

**635.20**      **TEMPORARY SIGNAL SYSTEM** – Remove and delete the phrase “Section 636 and”.

**635.25**      **ACCEPTANCE** – Remove and delete “concrete barriers” on the first paragraph.

**635.26**      **MEASUREMENT** - Measure the work and materials for implementation of the temporary traffic control plan as indicated on the drawings and specifications, by the lump sum, including devices and flaggers as required under MUTDC 2009 and FP 03.

**635.27**      **PAYMENT** - Remove and revise the subsection to read as follows:

Progress payment for temporary traffic control will be made as follows:

- (a)      50 percent of the lump sum will be paid following the completion of 5 percent of the original contract amount.
- (b)      25 percent of the lump sum will be paid following the completion of 50 percent of the original contract amount.
- (c)      The remaining portion of the lump sum will be paid following the completion of 100 percent of the original contract amount and all temporary traffic control devices are removed from the project site.

Payment will be made under:

Pay Item No.	Pay Item	Pay Unit
63501	Temporary Traffic Control	Lump Sum

**END OF SECTION 635**