

- (a) The value of that subcontractor's work, services or material included on the contractor payment estimate applicable to that payment.
- (b) The amount of any material allowance under [Sec 109.7](#).
- (c) Such greater sum as provided by the subcontract or purchase order for work included on the contractor payment estimate.

109.13.2 Notwithstanding any conflicting provision in a subcontract or purchase order and subject only to the requirements of [Sec 109.13.3](#), the contractor shall make final payment of the balance of all sums under a subcontract or purchase order, including any retention, within 30 days of the satisfactory completion of the subcontractor's work or services, or a supplier's final delivery of materials to be provided.

109.13.3 The contractor may withhold periodic payment or final payment to a subcontractor or supplier only for the following causes and only if that subcontractor or supplier is directly involved:

- (a) The engineer has rejected specific areas or items of work or materials as not conforming to the contract or such areas or items of work or materials are deemed not suitable for payment.
- (b) Unsatisfactory job progress.
- (c) Defective construction work or materials not remedied.
- (d) Disputed work, but only the disputed amount.
- (e) Failure to comply with other material provisions of the contract.
- (f) Third party claims filed, or reasonable evidence that a claim will be filed, but not claims covered by a subcontractor or supplier's insurance required by [Sec 107](#).
- (g) Substantial evidence of the subcontractor or supplier's failure to make timely payments for labor, equipment or materials; damage to the contractor or another subcontractor or material supplier, but not such damage as is covered by a subcontractor or supplier's insurance required by [Sec 107.13.2.3](#).
- (h) Substantial evidence that the subcontractor or supplier's work cannot be completed for the unpaid balance of the subcontract or purchase order sum, or a reasonable amount for retention.

109.14 Price Adjustment for Fuel. If the contractor accepts the option for fuel adjustment in the bid proposal, the method of price adjustment for the fuel used on the items of work specified herein will be based on "Fuel Usage Factors" The following table specifies the fuel usage factors for Production and On-Road Hauling. The On-Road Hauling Factor is based on an average 30-mile round trip and will be used regardless of the actual haul distance. Price adjustment for fuel does not apply to fixed-cost items listed in Job Order Contracts. Price adjustment for fuel shall only apply to items that are defined in the table below and listed in the Listing of Bid Items for Highway Construction at the time of bid. Non-standard bid items shall not be subject to price adjustment for fuel unless specified elsewhere in the contract.

Item of Work	Unit	Fuel Usage Factor for Production	Fuel Usage Factor for On-Road Hauling	Total Fuel Usage Factor
Class A Excavation	gal/yd ³	0.20	n/a	0.20
Unclassified Excavation	gal/yd ³	0.30	n/a	0.30
Class C Excavation (Includes Sandstone and Igneous Rock Excavation)	gal/yd ³	0.40	n/a	0.40
Embankment in Place	gal/yd ³	0.35	n/a	0.35

Highlighted text became effective with July, 2022 letting.



Optional Pavements JSP 06-06H

1.0 Description. This work shall consist of a pavement composed of either Portland cement concrete or asphaltic concrete constructed on a prepared subgrade. This work shall be performed in accordance with the standard specifications and as shown on the plans or established by the engineer.

2.0 The quantities shown reflect the total square yards of pavement surface designated for each pavement type as computed and shown on the plans.

2.1 No additional payment will be made for asphaltic concrete mix quantities to construct the required 1:1 slope along the edge of the pavement, or for tack applied between lifts of asphalt.

2.2 No additional payment will be made for aggregate base quantities outside the limits of the final surface area as computed and shown on the plans. When A2 shoulders are specified, payment for aggregate base will be as shown on the plans.

2.3 The grading shown on the plans was designed for the *(thicker/thinner)* pavement option. ***(The designer should note in the JSP submittal whether the grading is designed for the thicker or thinner pavement option.)*** For projects with grading in the contract, there will be no adjustment of the earthwork quantities due to adjusting the roadway subgrade for optional pavements.

2.4 The contractor shall comply with Sections 401 through 403 for the asphalt option and Sections 501 and 502 for the concrete option.

2.5 Pavement options composed of Portland cement concrete shall have contrast pavement marking for intermittent markings (skips), dotted lines, and solid intersection lane lines. The pavement markings shall be in accordance with Section 620. No additional payment will be made for the contrast pavement markings.

3.0 Method of Measurement. The quantities of concrete pavement will be measured in accordance with Section 502.14. The quantities of asphaltic concrete pavement will be measured in accordance with Section 403.22.

4.0 Basis of Payment. The accepted quantity of the chosen option will be paid for at the contract unit bid price for Item 401-99.05, Optional Pavement, per square yard.

4.1 For projects with previously graded roadbeds, any additional quantities required to bring the roadway subgrade to the proper elevation will be considered completely covered by the pay item for Subgrading and Shouldering.

4.2 Price Adjustment for Fuel. If the contractor accepts the option for fuel adjustment in the bid proposal, a fuel adjustment will be applied in accordance with Sec 109.14 for the type of pavement constructed.