







































































































































104.06 - SITE MAINTENANCE: The work site shall be kept free from construction debris. At the end of each work shift, the site shall be policed for objectionable debris which could be deposited off site by wind or storm runoff. Other materials for use in the construction of the project shall be maintained in orderly storage and protected from elements which could hinder incorporation into the work.

104.07 - CONTROL OF STORM RUNOFF: The contractor shall take preventive measures to minimize polluted runoff from the work site. Pollution includes, but is not limited to, silt or mud from disturbed area, construction debris, any petroleum products, or other objectionable materials. The contractor shall correct immediately any violation of this paragraph under current state and local ordinances. Failure to comply may result in shut down of all work as directed by the Engineer.

104.08 - FINAL CLEAN UP: Upon completion of the work and before acceptance and final payment will be made, the contractor shall remove from the right-of-way all machinery, equipment, surplus and discarded materials, rubbish, temporary structures and stumps or portions of trees. (S)he shall cut all brush and weeds within the limits of the right-of-way and shall leave the project and borrow pits in a neat condition. Material, cleared from the right-of-way will not be considered as having been disposed of satisfactorily. The contractor shall leave any areas or slopes, where (s)he performs any work, in a neat and workmanlike condition. (S)he shall repair at his/her own expense and to the satisfaction of the Engineer, any areas, slopes, or turfing that have been damaged by his/her operations.

## **SECTION 105 CONTROL OF WORK**

105.01 – AUTHORITY OF THE CONTRACTOR: The Contractor shall supervise, inspect, and direct the Work competently as efficiently devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the completed Work complies accurately with the Contract Documents.

105.02 - AUTHORITY OF THE ENGINEER: The Engineer's status during construction is to assist the Owner in answering questions which may be brought forth by the Contractor during construction. However, final decisions will be made by the Owner. The Engineer will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as the acceptable fulfillment of the contract on the part of the contractor. The Engineer will have the authority to suspend or change the sequence of work wholly or in part due to the failure of the contractor to correct conditions unsafe for the workmen or the general public; for failure to carry out provisions of the contract; for failure to carry out orders; for such periods as (s)he may deem necessary due to the unsuitable weather; for conditions considered unsuitable for prosecution of the work or for any other condition or reason deemed to be in the public interest. If the contractor ignores the authority of the Engineer under subsection 105.01, the Engineer may withhold partial payments due the contractor upon due notice in writing.

Any notice to any Contractor from the Owner relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his/her last given address, or delivered in person to said Contractor or his/her authorized representative on the work.

105.03 - PLANS AND WORKING DRAWINGS: The Owner shall furnish the Contractor with three (3) sets of Plans and Specifications at no cost to the Contractor. If additional sets are required, the Contractor will be required to pay the Owner \$25 for each additional set. Plans will show details of all structures, lines, grades, typical cross sections of the roadway, location and design of all structures. The contractor shall keep one set of plans available on the work at all times. The plans will be supplemented by such working drawings as are necessary to adequately control the work. Working drawings for structures shall be furnished by the contractor and shall consist of such detailed plans as may be required to adequately control the work and are not included in the plans furnished by the Owner. They shall include stress sheets, shop drawings, erection plans, false-work plans, cofferdam plans, bending diagrams for reinforcing steel or any other supplementary plans or similar data required of the contractor. All work drawings must be approved by the Engineer and such approval shall not operate to relieve the contractor of any of his/her responsibility under the contract for the successful completion of the work. The contract price will include the cost of furnishing all working drawings.

After the Awarding of Contract and prior to the Pre-Construction Conference, the Contractor shall furnish seven (7) copies of each submittal required, along with a list of all subcontractors, telephone numbers, addresses, etc. Exceptions will be made on an individual basis concerning submittal time frames if manufacturer needs additional time. Generally, Notice to Proceed will be issued once the City Attorney has approved the contract and all bond, and the submittals and list of subcontractors have been submitted.

105.04 - CONFORMITY WITH PLANS AND SPECIFICATIONS: All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections dimensions and material requirements, including tolerances, shown on the plans or indicated in the specifications.

In the event the Engineer finds the materials or the finished product in which the materials are used or the work performed are not in reasonably close conformity with the plans and specifications and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the contractor.

105.05 - COORDINATION OF PLANS, SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS: These specifications, the supplemental specifications, the plans, special provisions, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete work.

The contractor shall take no advantage of any apparent error or omission in the plans or specifications. In the event the contractor discovers such an error or omission, (s)he shall immediately notify the Engineer. The Engineer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

105.06 - COOPERATION BY CONTRACTOR: The contractor shall give the work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Engineer, his/her inspectors, and other contractors in every way possible.

The contractor shall have on the work at all times, as his/her agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the Engineer or his/her authorized representatives. The superintendent shall have full authority to execute order or directions of the Engineer without delay, and to promptly supply such materials, equipment, tools, labor, and incidentals as may be required. Such superintendence shall be furnished irrespective of the amount of work sublet.

105.07 - PROTECTION OF PROPERTY: The protection of City, State and Government monuments, street signs and other City property is of prime importance, and if the same be damaged, destroyed, or removed, they shall be repaired, replaced, or paid for by the contractor. Disturbance to this property must first be approved by the agency which controls it.

At places where the contractor's operations are adjacent to the plant of railway, telegraph, telephone, electric, gas water, sanitary sewers, or storm sewers, damage to which might result in expense, loss, or inconvenience, work shall not be commenced until all arrangements for relocation or revisions have been made.

The Owner has attempted to locate all storm sewers, culverts, and buried telephone or electrical conduits, sanitary sewers, water mains, and gas mains that might interfere with the construction of this project. The contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and duplication or rearrangement work may be reduced to a minimum and that services rendered by those parties will not be unnecessarily interrupted. The revision and crossings of the various types of lines shall be made as follows:

A. Storm sewers and culverts may be removed at the time of crossing or may be adequately braced and held in position while the pipe is placed beneath them. If the storm sewer or culvert is removed, it shall be replaced with pipe of the same type and size as that removed and it shall be rejoined to the undisturbed line with a joint satisfactory to the Engineer. Backfill over and around the storm sewer shall be thoroughly compacted in order that no settlement will occur. The revision and crossing shown on the drawing shall be at the expense of the contractor. In the event line other than those shown on the drawing are encountered and fall within the standard trench limit or within 12" of subgrade and, in the opinion of the Engineer, revision of the line is necessary for the construction of the project, the contractor will be reimbursed for the extra cost of the crossings or revision, provided the Owner can't fix the problems themselves.

B. All overhead and buried telephone and electrical conduits and gas mains to be revised or crossed by the construction of this project shall be protected in accordance with the directions of the utility company owning the conduits and/or mains. The contractor shall notify the companies and obtain their permission before making any crossing or revisions. In the event lines other than those shown on the drawing are encountered, and in the opinion of the Engineer revision of the line is necessary for the construction of the project, the contractor will be

reimbursed for the extra cost of the crossing or revision provided the utility can't fix the problem themselves. Any overhead cables, buried cables, conduits or gas mains shown on plans and damaged by the contractor shall be repaired, at his/her expense, to the satisfaction of the Engineer and of the utility.

C. The contractor shall not remove any water or sanitary sewer lines except as directed by the Engineer or as required by the drawing and specification, and shall adequately brace and protect them from any damage during construction. Any existing water main or sewer main or lateral damaged by the contractor's operations will be repaired by the Owner's maintenance forces at the Contractor's expense. The contractor shall notify the Owner immediately after damaging any pipe.

The location of utility lines serving individual properties may or may not be shown on the drawings. All plans have been reviewed by the respective owners of the utilities and locations have been verified. If service lines are encountered which are not shown on the plans or are shown in the wrong location, the contractor shall notify the owner of the utility and the Engineer for relocation of the lines. If the lines are broken or damaged from construction and were not shown or were shown erroneously, the contractor shall not be liable for the cost of repairs.

105.08 - COOPERATION BETWEEN CONTRACTORS: The Owner reserves the right at any time to contract for and perform other or additional work on or near the work covered by the contract.

When separate contracts are let within the limits of any one project, each contractor shall conduct his/her work so as to minimize interference with the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed.

Each contractor involved shall assume liability, financial or otherwise, in connection with his/her contract and shall protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delay or loss experienced by him/her because of the presence and operations of other contractors working within the limits of the same project.

The contractor shall arrange his/her work and shall place and dispose of the materials being used so as to minimize interference with the operations of the other contractors within the limits of the same project. (S)he shall join his/her work with that of the others in acceptable manner and shall perform it in proper sequence to that of the others.

105.09 - CONSTRUCTION STAKES, LINES AND GRADES: Unless otherwise shown on plans, the Engineer will set vertical and horizontal controls as shown on survey data sheet of construction plans. It shall be the responsibility of the contractor to confer with the Engineer and satisfy himself/herself as to the accuracy of the controls prior to the commencement of work.

It shall also be the responsibility of the contractor to protect and maintain those controls and to replace immediately any or all controls should they be damaged or altered in any manner.



From these vertical and horizontal controls, the contractor shall layout and stake the project for construction in accordance to construction plans and in a manner that is satisfactory to the Engineer prior to setting forms or batterboards.

From these vertical and horizontal controls, the contractor shall (in accordance with Section 102.14 of the General Conditions) provide competent personnel to layout the project in accordance to construction plans.

Inspectors or technicians employed by the Department will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of the contract.

105.10 - INSPECTION OF WORK: All materials and each part or detail of the work shall be subject to inspection by the Engineer. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the contractor as is required to make a complete and detailed inspection.

If the Engineer requests it, the contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work, but should the work so exposed or examined prove unacceptable, the uncovering or removing, and the replacing of covering or making good of the parts removed, will be at the contractor's expense.

Any work done or materials used without inspection by the Owner's representative may be ordered removed and replaced at the contractor's expense. The Engineer must be notified within twenty-four (24) hours before placement of any concrete, asphalt, or pipe and an inspector must be present during these operations. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the contractor.

105.11 - REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK: All work which does not conform to the requirements of the contract will be considered as unacceptable.

Unacceptable work, whether the results of poor workmanship, use of defective materials, damage through carelessness, or any other cause, shall be removed immediately and replaced in an acceptable manner.

Work done contrary to the instructions of the Engineer, work done beyond the line shown on the plans, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the contractor's expense.

Upon failure on the part of the contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer will have the authority to cause unacceptable work to

be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs from any monies due or to become due to the contractor.

105.12 - LOAD RESTRICTIONS: The contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the project. A special permit will not relieve the contractor of liability for damage which may result from the moving of equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or the roadway or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base or structure before the expiration of the curing period. The contractor shall be responsible for all damage done by his/her hauling equipment.

105.13 - MAINTENANCE DURING CONSTRUCTION: The contractor shall maintain the work during construction and until the project is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces to the end that the construction will be kept in satisfactory condition at all times.

All cost of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various pay items and the contractor will not be paid an additional amount for such work.

105.14 - FAILURE TO MAINTAIN CONSTRUCTION: If the contractor, at any time, fails to comply with the provisions of maintenance, the Engineer will immediately notify the contractor of such non-compliance. If the contractor fails to remedy unsatisfactory maintenance within 24 hours after receipt of such notice, the Engineer may immediately proceed to maintain the project, and the entire cost of this maintenance will be deducted from monies due or to become due the contractor on this contract.

105.15 - FINAL INSPECTION: Upon due notice from the contractor of presumptive completion of the entire project, the Engineer will make an inspection with the contractor. If all construction provided for and contemplated by the contract is found completed to his/her satisfaction, that inspection shall constitute the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer will give the contractor the necessary instructions for correction of same, and the contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed.

## **SECTION 106 CONTROL OF MATERIAL**

106.01 - SOURCE OF SUPPLY AND QUALITY REQUIREMENTS: The materials used on the work shall meet all quality requirements of the contract. In order to expedite the inspection and testing of materials, the contractor shall notify the Engineer of his/her proposed sources of materials prior to delivery. At the option of the Engineer, materials may be approved at the source of supply before delivery is started. If it is found after trial that sources of supply for

previously approved materials do not produce specified products, the contractor shall furnish materials from other sources.

106.02 - SAMPLES, TESTS, CITED SPECIFICATIONS: All materials will be inspected, tested and accepted by the Engineer before incorporation in the work. Any work in which untested and unaccepted materials are used without approval or written permission of the Engineer shall be performed at the contractor's risk and may be considered as unacceptable and unauthorized.

All materials required to be tested by a private laboratory shall be approved by the Engineer. Reports of such tests shall be forwarded to the Engineer.

106.03 - PLANT INSPECTION: The Engineer may undertake the inspection of materials at the source. In the event plant inspection is undertaken, the following conditions shall be met:

A. The Engineer shall have the cooperation and assistance of the contractor and the producer with whom (s)he has contracted for materials.

B. The Engineer shall have full entry at all times to such parts of the plant as may concern the manufacture or production of the materials being furnished.

C. If required by the Engineer, the contractor shall arrange for an approved building for the use of the inspector, such building to be located conveniently near the plant, independent of any building used by the material producer.

D. Adequate safety measures shall be provided and maintained.

It is understood that the Owner reserves the right to retest all materials prior to incorporation into the work which have been tested and accepted at the source of supply after the same have been developed and to reject all materials which, when retested, do not meet the requirements of these specifications.

106.04 - UNACCEPTABLE MATERIALS: All materials not conforming to the requirements of the specification shall be considered as unacceptable and all such materials will be rejected and shall be removed immediately from the site of the work unless otherwise instructed by the Engineer. No rejected material, the defects of which have not been corrected, shall be used until approval has been given.

## **SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

107.01 - LAWS TO BE OBSERVED: The contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner may affect those engaged or employed on the work, or which in any way affect the conduct of the work. (S)he shall at all times observe and comply with all such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the Owner and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulations, order, or decree, whether by himself/herself or his/her employees.

107.02 - PATENTED DEVICES, MATERIALS AND PROCESSES: If the contractor employs any design, device, material, or process covered by letters of patent or copyright, (s)he shall provide for such use by suitable legal agreement with the patentee or owner. The contractor and the surety shall indemnify and save harmless the Owner, any affected third party from any and all claims for infringement by reason of the use of any such patented design, device, material, or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of any infringement, at any time during the prosecution or after the completion of the work.

107.03 - PUBLIC CONVENIENCE AND SAFETY: The contractor shall comply with all applicable Federal, State, and local laws governing safety, health and sanitation. The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his/her own responsibility or as the Engineer may determine, reasonably necessary to protect property in connection with the performance of the work covered by the contract.

Materials stored upon the roadway shall be so placed and the work shall, at all times, be so conducted as to cause no greater obstruction to the traveling public than is considered necessary by the Engineer.

107.04 - USE OF EXPLOSIVES: When the use of explosives is necessary for the prosecution of the work, the contractor shall exercise the utmost care not to endanger life or property, including new work. The contractor shall be responsible for all damage resulting from the use of explosives.

In handling explosives used during the construction of the project, the contractor shall adhere to all Federal and State laws and City ordinances regulating the purchase, transportation, storage, handling and use of such explosives. No blasting shall be done without the approval of the Engineer.

107.05 - CONTRACTOR'S RESPONSIBILITY FOR WORK: The performance of the contract and the work, as well as the full dollar amount of the contract, is at the risk of the contractor. The contractor shall take all responsibility of the work, and shall bear all losses from any cause whatsoever, including but not limited to, losses resulting because of the amount or character of the work, or because the nature of the land in or on which the work is done is different from what is assumed or expected, or on account of the weather, floods, fire, windstorm, or other actions of the elements, or any cause or causes whatsoever for which the Owner is not responsible.

If the work or any part or parts thereof is destroyed or damaged from any of the aforesaid causes prior to Owner's final acceptance of same, the contractor, at contractor's expense, shall restore the same or remedy the damage.

## **SECTION 108 PROSECUTION AND PROGRESS**

### 108.01 - ASSIGNMENT AND SUBLETTING OF CONTRACT:

A. The contractor shall give his/her personal attention to the fulfillment of this contract, and shall not let, assign, or transfer it or his/his right, title, or interest in or to the same or any part

thereof, by attorney or otherwise, or sublet any part of the work to any other person without the previous consent of the Owner in writing.

B. Should any subcontractor fail to perform in a satisfactory manner the work undertaken by him/her, his/her subcontract shall be immediately terminated by the contractor upon notice from the Owner. The contractor shall be as fully responsible to the Owner for the acts and omissions of persons directly employed by them, as (s)he is for the acts and omissions of persons directly employed by him/her. Nothing contained in these contract documents shall create any contractual relationship between any subcontractor and the Owner.

#### 108.02 - TIME AND PROGRESS:

A. The work shall be commenced on or after the date of the Notice to Proceed from the Owner. The contractor agrees that the work shall be prosecuted regularly, diligently, and uninterruptedly at a uniform rate of progress so as to insure completion within the number of days stated in the Bid Proposal. It is expressly understood and agreed that the said time for the completion of the work described herein is a reasonable time for the completion of the same.

B. The contractor is required to furnish the Engineer with progress schedules, in a format approved by the Engineer, setting forth in detail the procedure (s)he proposes to follow, and giving the dates on which (s)he expects to start and to complete separate portions of the work. If at any time, in the opinion of the Engineer, proper progress is not being maintained, such changes shall be made in the schedule of operations which will satisfy the Engineer that the work will be completed within the period stated in the proposal.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work shall be performed during regular working hours, and the Contractor will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without the Owner's written consent (which will not be unreasonably withheld) given after prior written notice to the Engineer. **The Contractor is to compensate the Owner for any charges incurred by the Owner for the inspection of the Work outside regular business hours.**

D. If the contractor shall fail to complete the work within the specified, then the contractor agrees to pay to the Owner, not as penalty, but as liquidated damages for such breach of contract, the sum specified in the Agreement for each day of failure to complete the work after the specified time set forth in the Bid Proposal. The said amount is fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damage the Owner would in such event sustain.

E. It is further agreed that time is of the essence of each and every portion of this contract and the specifications wherein a definite and certain time is fixed for the performance of any act whatsoever; and where under the contract an allowance of additional time for the completion of any work is made, the new time fixed by such extension shall be of the essence of this contract.

F. Should the contractor be delayed in the final completion of the work by any act or neglect of the Owner or Engineer, or of any employees of either, or by strikes, injunctions, fire,

or other cause or causes outside of and beyond the control of the contractor and which, in the opinion of the Engineer, could have been neither anticipated nor avoided, then an extension of time sufficient to compensate for the delay, as determined by the Engineer, shall be granted by the Owner, provided, however, that the contractor shall give the Owner and the Engineer notice in writing of the cause of the delay in each case within ten (10) days after the delay.

G. Time extensions may be granted for unusually inclement weather occurring more often than anticipated at the project location during any given month. Anticipated weather delays (days) included in the contract period at time of award are based on the following:

Monthly Anticipated Adverse Weather Delay Work Days Based on Five (5) Day Work Week											
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
10	6	8	6	6	4	3	3	6	5	3	6

The contractor's progress schedule must include these anticipated adverse weather delays in all weather-dependent activities. Time extensions to the contract period will be granted only under the following conditions.

1. The delay has been documented with Owner in a timely manner and Owner agrees that the delay actually occurred, and
2. The delay affects work in progress and actually causes a delay in project performance.

H. Extensions of time will not be granted for delays caused by inadequate or insufficient construction force or the failure of the contractor to place orders for equipment or materials a sufficient time in advance to insure delivery when needed. Any extension of time by the Owner shall not release the contractor and surety herein from the payment of liquidated damages for a period of time not included in the original contract or the time extension as herein provided.

I. Failure to complete project within specified time, as set forth in this contract, may be grounds for disqualification for future consideration for contracts with the City of Owasso.

**108.03 - CHARACTER OF WORKERS, METHODS AND EQUIPMENT:** The contractor shall at all times employ sufficient labor and equipment for prosecuting the several classes of work to full completion in the manner and time required by these specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experiences in such work and in the operation of the equipment required to perform all work properly and satisfactorily.

Any person employed by the contractor or by any subcontractor who does not perform his/her work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Engineer, be removed forthwith by the contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without the approval of the Engineer.

Should the contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Engineer may suspend the work by written notice until such orders are complied with.

108.04 - LIMITATION OF OPERATIONS: The contractor shall conduct the work at all times in such a manner and sequence to the satisfaction of the City Engineer. (S)he shall not open up work to the prejudice or detriment of work already started. The Engineer may require the contractor to finish a section on which work is in progress before work is started on any additional sections if the opening of such section is in the public interest or welfare.

108.05 - CONTRACTOR'S RIGHT OF PROTEST: If the contractor considers any work demanded of him/her to be outside the requirements of the contract, or considers any record or ruling of the Engineer to be unfair, (s)he shall, immediately upon such work being demanded or such record or ruling being made, ask for written instructions or decisions, whereupon (s)he shall proceed without delay to perform the work or to conform to the record or ruling. Within ten (10) days after the date of receipt of written instructions or decisions, (s)he shall file a written protest with the Engineer, stating clearly and in detail the basis of his/her objections. Except for such protest and objections as are made of record in the manner herein specified and within the time stated, the records, rulings, instructions, or decision of the Engineer shall be final and conclusive.

108.06 - RIGHT OF OWNER TO TERMINATE CONTRACT: If the work to be done under this contract shall be abandoned by the contractor, or if this contract shall be assigned by him/her otherwise than as herein provided, or if the contractor should be adjudged as bankrupt, or if a general assignment of his/her assets be made for the benefit of his creditors, or a receiver should be appointed for the contractor or any of his/her property; or if at any time the Engineer shall certify in writing that the performance of the work under this contract is being unnecessarily delayed, or that the contractor is willfully violating any of the conditions or covenants of this contract or the specifications therefore, or that (s)he is executing the same in bad faith or otherwise not in accordance with the terms of this contract; or if the work be not substantially completed within the time named for its completion, or within the time to which such completion date may be extended then the Owner may serve written notice upon the contractor and his/her surety of said Owner's intention to terminate this contract, and unless within five (5) days after the serving of such notice upon the contractor a satisfactory arrangement is made for the continuance thereof, this contract shall cease and terminate. In the event of such termination, the Owner shall immediately serve notice thereof upon the surety and contractor, and the surety shall have the right to take over and complete the work, provided, however, that if the surety does not commence performance thereof within thirty (30) days from the date of said notice of termination, the Owner may take over the work and prosecute same to completion, by contract, or otherwise for the account and at the expense of the contractor; and the contractor and his/her surety shall be liable to the Owner for any and all cost sustained by the Owner by reason of such prosecution and completion. In such event the Owner may take possession of, and utilize in completing the work, all such materials, equipment, tools and plant as may be on the site of the work and necessary therefore.

108.07 - FINAL ACCEPTANCE: It shall be the duty of the Engineer to determine when the work is completed and the contract fulfilled, and to recommend its acceptance by the Owner. The work therein specified to be performed shall not be considered finally accepted until all the work has been accepted by the City of Owasso and/or Owasso Public Works Authority.

## **SECTION 109 MEASUREMENT AND PAYMENT**

109.01 - PAYMENT FOR CONTRACTOR'S PLANT AND MISCELLANEOUS ITEMS: For providing plant, tools, and equipment; for furnishing, erecting, maintaining and removing the construction plant, construction roads, camps, sanitary convenience, temporary water supply, dewatering and other temporary works; for furnishing insurance, bonds, drawings, records, payment of fees, defense of suits, and any all incidental requirements, whether or not they are enumerated in this paragraph, the contractor shall receive no direct payment. Compensation for them shall be considered as having been included in the prices stipulated for the bid items, the payment for which, calculated in the manner specified, shall constitute the total compensation due contractor for the performance of this contract.

109.02 - METHOD OF MEASUREMENT AND BASIS OF PAYMENT FOR ITEMS OF WORK: The contractor shall be paid for all work performed under the contract based on the Engineer's computations of as-built quantities and the contractor's unit price or lump sum per bid item. This payment shall be full compensation for furnishing all supplies, materials, tools, equipment, transportation, and labor required to do the work; for all loss or damage, because of the nature of the work, from the action of the elements or from any unforeseen obstruction or difficulty which may be encountered in the prosecution of the work, and for which payment is not specifically provided; for all expenses incurred by or because of any suspension or discontinuance of all or any part of the work; and for well and faithfully completing the work according to the contract documents and the requirements of the Engineer.

109.03 - PAYMENTS: If the work is progressing in a satisfactory manner the Contractor shall prepare an estimate for partial payment per EXHIBIT "B" deadlines of the work completed, provided said payment is not less than \$1,000.00. An estimate for partial payment shall include items actually incorporated in the work. The Owner will retain five percent (5%) of the amount due until 50% complete, and two and one half percent (2.5%) until the final completion and acceptance of all work included in this contract. Partial payment does not constitute acceptance of that portion of the work.

Owner has complete responsibility for payment review and approval during construction. The Contractor's application for progress payments will be made on the form presented as Exhibit "A" of the Agreement and they will be submitted in accordance with the payment schedule presented as Exhibit "B" of the Agreement.

When the work has been completed, the Engineer shall carefully measure and determine the as-built quantities of each class of work as shown in the schedule of bid items and such extra work performed by order of the Engineer. The aggregate cost of the work done and the materials furnished shall constitute the amount due for the completed work. All prior estimates and payments shall be subject to correction in the final estimate and payment.

### 109.04 - EXTRA WORK:

A. When and as ordered in writing by the Engineer, the contractor shall do any work or furnish any materials which cannot reasonably be classified under any of the items of the contract but which may be found necessary in order to carry out and complete more fully the work herein agreed to be done and performed; and the contractor hereby agrees to accept, as full



compensation for such extra work, lump sums or unit prices agreed upon in writing before said work is commenced.

B. Whenever, in the judgment of the Engineer, it is impracticable because of the nature of the work or for any other reason to agree upon lump sums or unit prices, the extra work and materials shall be paid for at actual necessary cost as determined by the Engineer, plus fifteen percent (15%), which fifteen percent (15%) is hereby understood and agreed to include all cost of general superintendence, general expense, overhead, and profit. The actual necessary cost will include expenditures for material, labor, foremen, insurance, bond premiums, social security, and supplies furnished by the contractor, and a rental allowance for equipment, where required, to be agreed upon in writing before the work is begun, but will, in no case, include any allowance for office expense, general superintendence or other general expense.

C. The contractor shall, on or before the tenth day of the month succeeding that in which any extra work shall have been performed, file with the Engineer an account giving the itemized cost of such extra work, and shall give the Engineer access to all accounts, bills, and vouchers relating thereto. In case the contractor fails to file, within the time above mentioned, such accounts for extra work, (s)he will be deemed to have performed such extra work without charge and shall be entitled to no compensation therefore.

D. The contractor shall file with the Engineer certified lists in duplicate, of any equipment and the schedule of pay rates for common and semi-skilled labor and operators of various classes which are intended to be used in performing the work covered by this contract. These rates shall be subject to approval of the Engineer for computation of extra work as mentioned above, however, if the contractor fails to file these lists with the Engineer prior to starting any work covered by contract, then the Engineer's computations shall be based on average wages and rates paid on City work.

109.05 - PAYMENT OR ACCEPTANCE NOT A WAIVER BY OWNER: Neither acceptance by the Owner or the Engineer, or any employee of either, nor any order by the Owner for payment of money, or the payment thereof, nor any taking of possession by Owner, nor the granting of any extension of time, shall operate as a waiver of any rights or powers of Owner hereunder, and in the event that after the work hereunder has been accepted and final payment made, it should be discovered that any part of this contract has not been fully performed or has been done in a faulty or improper manner, the contractor shall immediately remedy such defect, or in the event of neglect to do so within a reasonable time after notice thereof, shall be liable for the damage caused thereby, as Owner may elect. The acceptance of the work or final payment therefore shall be no bar to suit against the contractor or surety, or both.

109.06 - CONTRACTOR'S OBLIGATION AFTER ACCEPTANCE: Contractor further agrees without cost other than is specially provided for in this contract, at any and all times during the guaranty period following the completion and final acceptance of the work embraced in this contract, without notice from Owner, to refill all trenches or ditches that may sink or settle; and to repair all breaks or failures that may occur in the construction work due to defective material or workmanship; and to indemnify, save harmless and defend Owner from any and all suits and actions of every description brought against the Owner for, or on account of injuries or damages alleged to have been received or sustained by any party or parties by reason of, or arising out of the failure of contractor to refill all trenches or ditches; and to repair all breaks or failures of said

construction work, which said injuries or damages are alleged to have been received during the guaranty period from the final acceptance of the work hereunder; and to pay any and all judgments that might be rendered against the Owner in any suits and actions, together with such expenses or attorney's fees expended or incurred by the Owner in the defense thereof.

VIEWING PURPOSES ONLY

SECTION 00800

PROJECT SPECIFICATIONS

The City of Owasso Standards and Specifications for Construction, and the Technical Specifications included herein, along with local codes, shall prevail as guidelines throughout said project until it is completed.

A. GENERAL SPECIFICATIONS AND CONDITIONS

The CONTRACTOR shall use all standards and practices during the construction time frame for the job. All local, state, and federal laws, etc. shall govern every aspect of work.

B. GUARANTEE

The CONTRACTOR shall guarantee the work and materials used for a period of two years after acceptance of the work by the OWNER. The Maintenance Bond will be for a period of two years from formal acceptance of the project by the OWNER.

Any defects in workmanship or materials will be corrected by the CONTRACTOR at no additional expense to the OWNER. Any and all adjustments called to the attention of the CONTRACTOR by the OWNER will be corrected within a reasonable time. The term "reasonable" will be interpreted as being within thirty (30) days or less, unless the OWNER agrees to extend this constraint.

C. SCHEDULE

The CONTRACTOR shall, at all times, keep workers and equipment on the job in sufficient numbers to complete all work within the contracted 60 calendar days. The OWNER will have the right to order that additional workers and/or equipment be placed on the job when, in his/her judgment, progress on the work is behind the Construction Schedule.

D. INITIAL MOBILIZATION

CONTRACTOR shall submit a projected schedule to OWNER within 10 calendar days of the Notice to Proceed.

VIEWING PURPOSES ONLY

SECTION 00900

SPECIAL PROVISIONS

ARTICLE 1. PURPOSE

The purpose of these Specifications is to provide for Pavement Striping Project March 2023 for the City of Owasso, OK. The CONTRACTOR is to provide all material and labor for construction and completion in every detail the work described.

ARTICLE 2. EXTRA WORK

2.1 If a modification increases the amount of the work, and the added work or any part thereof is of a type and character which can properly and fairly be classified under one or more items of the Proposal, then the added work or part thereof shall be paid for according to the amount actually done and at the applicable unit price. Otherwise, such work shall be paid for as hereinafter provided.

2.2 Claims for extra work will not be paid unless the work covered by such claims was authorized in writing by the OWNER. The CONTRACTOR shall not have the right to prosecute or take action in court to recover for extra work unless the claim is based upon a written order from the OWNER. Payments for extra work will be based on agreed lump sums or on agreed unit prices before extra work is started; otherwise, payments for extra work will be based on actual field cost plus the specified percentage allowance.

2.3 When payment for extra work is based on actual field cost, the CONTRACTOR will be paid for the actual field cost plus an allowance of fifteen (15%) percent if the extra work is performed by the CONTRACTOR's own forces or fifteen (15%) percent if the extra work is performed by the SUBCONTRACTOR. The allowance will be paid as full compensation for the CONTRACTOR's or SUBCONTRACTOR's extra profit, extra general superintendent, extra field office expense, extra overheads, and all other elements of extra cost not defined herein as actual field cost.

The actual field cost shall include those extra costs for labor and materials expended in direct performance of the extra work and may include:

- (a) The actual payroll cost of all workers, such as laborers, mechanics craftsmen, and foremen.
- (b) The CONTRACTOR's or SUBCONTRACTOR's net cost for materials and supplies.
- (c) The actual net rental charge for vehicles and construction equipment not owned by the CONTRACTOR or SUBCONTRACTOR and not available from the equipment of CONTRACTOR or SUBCONTRACTOR; rental charges for Contractor-owned equipment shall be determined by 2.4.
- (d) The transportation charges for equipment.

- (e) The charges for extra power fuel, lubricants, water and special services.
- (f) The charges for extra payroll taxes, bond premiums and insurance premiums.

The form in which actual field cost records are kept, the construction methods and the type and quantity of equipment used shall be acceptable to the ENGINEER and shall distinguish extra work and work under protest from all other work.

2.4 Construction equipment which the CONTRACTOR has on the job site and which is of a type and size suitable for use in performing the extra work shall be used. The hourly rental charges for equipment shall not exceed one-half of one percent (1/2%) of the latest applicable Associated Equipment Distributors published monthly rental rates and shall apply to only the actual time the equipment is used in performing the extra work.

2.5 When extra work requires the use of equipment which the CONTRACTOR does not have on the job site, the CONTRACTOR shall obtain the concurrence of the ENGINEER before renting or otherwise acquiring additional equipment. The rental charges for the additional equipment shall not exceed the latest applicable Associated Equipment Distributors published rental rates.

### ARTICLE 3. CONTROL OF EQUIPMENT

3.1 General. All equipment necessary for completion of the work contemplated under this Contract shall be in first class operating condition and shall have been inspected and approved by the ENGINEER before that portion of the construction on which the equipment is to be used will be permitted to begin. Thereafter, the equipment shall be maintained in first class operating condition throughout its use under this Contract.

### ARTICLE 4. FIELD OFFICE

4.1 Field Office is not required on this project.

### ARTICLE 5. PHOTOGRAPHS

5.1 Photographs are not required on this project.

### ARTICLE 6. ORDER OF WORK

6.1 The CONTRACTOR shall submit a schedule of construction as deemed necessary by OWNER.

### ARTICLE 7. SPECIFICATIONS

7.1 OWNER will make final decision as to what standard or procedure to use throughout the project.

### ARTICLE 8. STORAGE AREAS

8.1 At the present time, the OWNER has not set aside a particular area to store all topsoil and heavy equipment. At the pre-construction conference, a specific location will be determined if needed.

#### ARTICLE 9. SURVEYING

9.1 The OWNER will provide necessary datum to begin construction, however, it shall be the responsibility of the CONTRACTOR to provide all grade stakes, etc. along with any surveying needed to produce a finished product.

9.2 The CONTRACTOR will be responsible for supplying copies of all field notes gathered in determining grades, etc. during the construction of this project.

#### ARTICLE 10. MISCELLANEOUS

10.1 The CONTRACTOR will be responsible for providing original tickets to the OWNER of all types of material used in developing this project, such as concrete, rebar, etc. prior to submittal of each pay estimate.

10.2 Incidental items shall be those items that are in conjunction with or made a part of that main stream pay item.

10.3 The CONTRACTOR shall be responsible for submitting delays due to unsuitable weather or ground condition as a proposed change order on the closest pay estimate deadline. Any time extension due to weather asked for outside of pay estimate deadline will not be allowed.

#### ARTICLE 11. MAINTENANCE AGREEMENT

11.1 During the maintenance period, meetings will be scheduled with the CONTRACTOR if needed.

#### ARTICLE 12. TRAFFIC STRIPING (THERMOPLASTIC)

12.1 Description, Materials, Equipment, Construction Methods, Testing, Method of Measurement and Basis of Payment will adhere to ODOT Sections 711 and 855 and the Special Provisions issued 4-9-13.

12.1.1 Striping Removal - Remove pavement striping, temporary or permanent, from concrete pavement using ultra-high pressure water. Provide all necessary waterjet nozzle setups and patterns to ensure clean sufficient removal. Ensure the deck's discharge directs the water and removal material in a manner that is not hazardous to vehicles or pedestrians. Before starting work, provide the Engineer with a contractor work history of 2 projects where striping removal was completed acceptably for a similar type of pavement and method. If no history is available, complete 1,000 linear feet of striping removal and obtain the Engineer's approval before continuing. Waterblast to remove temporary or permanent striping completely as the Engineer directs. Remove pavement striping, temporary or permanent, from asphalt pavement using light grinding method.

Initial grinding must be witnessed and monitored by City Inspector. Do not damage the pavement in any way and protect all joint seals. If damage is observed, stop the removal process until the operator can make changes and demonstrate acceptable striping removal. Repair any damage to the pavement or joint seals. The Department will not measure repair of damaged pavement or joint seals for payment and will consider it incidental to this item of work. Vacuum all marking material and removal debris concurrently with the blasting operation.

12.1.2 ODOT Table 855:2 will be utilized with appropriate test results to ensure striping meets the minimum retroreflectivity. Contract unit price adjustments per the Table 855:2 will apply per the tests results.

VIEWING PURPOSES ONLY