

CONTRACT DOCUMENTS
and
SPECIFICATIONS

for

HALE ACRES WATER
LINE REPLACEMENT – PHASE I

for

The City of Owasso
Owasso, Oklahoma

March 2023

Set No. _____

**MANDATORY
PREBID MEETING
AT
OWASSO CITY HALL
200 SOUTH MAIN
OWASSO, OKLAHOMA**

TIME: 2:00pm

DATE: 4/18/23

**MEETING SHALL BE FOR ALL QUESTIONS
CONCERNING THE PROJECT.**

**THE ONLY BIDS HONORED AT THE BID OPENING WILL BE FROM
THOSE BIDDERS HAVING A REPRESENTATIVE PRESENT AT THE
PREBID MEETING.**

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HUD Requirements

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II. Certification of Non-Segregated Facilities (Over \$10,000.00)

III. Civil Rights Action of 1964

IV. Section 109 of The Housing and Community Development Act of 1974

V. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.

- VI. Section 504 disabled (if \$2,500 or over) – Affirmative Action for Disabled Workers.
- VII. Age Discrimination Act of 1975
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SECTION 00100

ADVERTISEMENT FOR BIDS

CITY OF OWASSO
200 SOUTH MAIN
OWASSO, OK 74055

Separate sealed Bids for Hale Acres Water Line Replacement Phase I, and all appurtenances thereto, will be received by the City of Owasso at Owasso City Hall, 200 South Main, Owasso, Oklahoma 74055, (918) 376-1500 until 2:00 pm on April 25th, 2023, and then at said City Hall publicly opened and read aloud. A mandatory pre-bid conference will be held in the Community Room at Owasso City Hall, at 2:00 pm on April 18th, 2023. A failure to attend the mandatory pre-bid conference will disqualify the bidder from bidding on this project.

All BIDDERS must be aware that BIDS prepared and submitted for all work specified in the Contract Documents must comply fully with the provisions contained in the following:

- Wage and Hour provisions contained in the Bacon-Davis Act
- Federal Labor Standard Provisions – U.S. Dept. of Labor, 29 CFR 5
- Section 3 of the Housing and Urban Development Act of 1974 as amended 12 U.S.C. 1701U
- Section 109 of the Housing and Community Development Act of 1974
- Certification of Non-Segregated Facilities
- Equal Opportunity Provision – Executive Order 11246 as amended
- Minority and Women Business Enterprise Provision
- Surety Companies executing bonding must appear on the official Treasury Department list and be licensed to conduct business in the State of Oklahoma
- System for Award Management (SAM) registration and a Unique Identity ID number is required

The work is generally described as follows:

Placement of approximately 2400 LF of 8" PVC waterline along with miscellaneous fittings, re-connections to the existing water system and replacement of approximately 30 domestic water service lines. Project will be partially funded by a Community Development Block Grant. Project is located along 112th St N from North Garnett Road west to 106th East Ave.

Each Bid must be accompanied by a PROPOSAL GUARANTY payable to the CITY OF OWASSO for Five Percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the CITY OF OWASSO will return the GUARANTY to all except the three lowest responsible BIDDERS. When the Agreement is executed, the GUARANTY of the two remaining unsuccessful BIDDERS will be returned. The GUARANTY of the successful BIDDER will not be returned until the PERFORMANCE AND MAINTENANCE AND STATUTORY PAYMENT BONDS have been executed and approved, after which it will be returned. A certified check may be used in lieu of a PROPOSAL GUARANTY.

PERFORMANCE AND MAINTENANCE AND STATUTORY PAYMENT BONDS in the amount of 100 percent (100%) of the Contract Price, with a corporate surety approved by the CITY OF OWASSO, will be required for the faithful performance of the contract.

Attorneys-in-Fact who sign BID, PERFORMANCE AND MAINTENANCE AND STATUTORY PAYMENT BONDS must file with each Bond a certified and effective dated copy of their power of attorney.

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST APPEAR ON THE TREASURY DEPARTMENT'S MOST CURRENT LIST AND BE AUTHORIZED TO TRANSACT BUSINESS IN THE STATE WHERE THE PROJECT IS LOCATED.

All BIDS must be made on the required BID form. ALL blank spaces for BID prices must be filled in, in ink or typewritten, and BID form must be fully completed and executed when submitted. BIDS carrying riders, alterations of construction time or qualifications which modify the amount of the BID as submitted can be rejected as irregular. BIDDER must fill out the BID form and other required documents for the bid opening.

The CITY OF OWASSO may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within thirty (30) calendar days following the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the CITY OF OWASSO and the BIDDER.

BIDDERS shall submit a completed "Statement of Bidder's Qualification", Section 00230, at the time of the BID submittal. All forms are included. BIDDERS are only required to submit all subsections of Section 00200 (See Section 00110: Requirements for Bidders) at the time of opening.

Viewing Documents may be examined at www.cityofowasso.com. Click on the "Government" tab and go to "Bid Opportunities". If interested in bidding the project and downloading an "official" bid set, please contact Darby Hickman, Contract Administrator, at 918-272-4959 (or via email dhickman@cityofowasso.com) during regular working hours (Mon.-Thurs. 7:30 am to 5:30 pm, Fri. 7:30 am -11:30 am) in order to submit bidder information to gain access to the bid documents. Hard copies of the Contract Documents may be purchased at Owasso City Hall upon payment of Twenty-five Dollars (\$25.00) for each set, which is the cost of reproduction and will not be refunded.

CITY OF OWASSO

BY: Darby Hickman
Contract Administrator

SECTION 00110

REQUIREMENTS FOR BIDDERS

In accordance with the State Law, the following documents must be included in each Bid Proposal packet submitted for consideration. Failure to submit all of the items called for may render the bid proposal incomplete, thus eliminating the bidder from further consideration. Required documents are:

1. Bid - Section 00200
2. Proposal Guaranty in the amount of five percent (5%) of the total bid - Section - 00210
3. Bid Affidavits - Section 00220
4. Statement of Bidder's Qualifications - Section 00230
5. Certificate of Non-Discrimination - Section 00240
6. Section 3 Plan
7. System for Award Management (SAM) registration and Unique Identity Number

SECTION 00120

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders, which are defined in the Standard General Conditions of the Construction Contract, have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

2. COPIES OF THE BIDDING DOCUMENTS

- 2.1 Watermarked review sets are available at www.cityofowasso.com. Click on the "Government" tab and go to "Bid Opportunities." A set of bid documents and plans are available for viewing at Owasso City Hall, 200 S Main, Owasso, OK 74055.
- 2.2 Official bid sets are available by contacting Darby Hickman at 918-272-4959 or by email at dhickman@cityofowasso.com during regular working hours (Mon.-Thurs. 7:30 am to 5:30 pm, Fri. 7:30 am -11:30 am).
- 2.3 Incomplete subsections of Section 00200 in the bidding documents will not be accepted. Bid form will be issued as an Excel spreadsheet that can be completed by the bidder. Final hard copy of the bid form must be printed and submitted with the rest of the required documents.
- 2.4 Owner, in making copies of bidding documents available on the above terms, does so only for the purpose of obtaining Bids on the work and does not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

- 3.1 Bidders shall complete "Statement of Bidder's Qualifications" – Section 00230 of these specifications, and submit with their bid proposal.
- 3.2 Bidders shall complete the Section 3 Plan and SAM Registrations and Unique Identity Number, and submit with their bid proposal.
- 3.3 A mandatory pre-bid conference will be held for this project as advertised. Failure to attend the mandatory pre-bid conference will disqualify the bidder from bidding on this project.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1 Before submitting bid, each Bidder must: (a) Examine the Contract Documents thoroughly; (b) Visit the site to familiarize himself/herself with local conditions that

may in any manner affect cost, progress or performance of the work; (c) Familiarize himself/herself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, or performance of the Work; and (d) Study and carefully correlate Bidder's observations with the Contract Documents.

- 4.2 Before submitting a bid, each Bidder may, at Bidder's own expense, make such additional investigations and tests as the Bidder may deem necessary to determine the Bid for performance of work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.3 Copies of documents pertaining to exploration and tests of subsurface conditions at the site, used by the Engineer or Consultant in preparing the Contract Documents, are available upon written request to the Engineer. The Bidder shall be held solely responsible for any interpretation or conclusion drawn from this technical data.
- 4.4 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he/she has complied with every requirement and the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work. **No conditional bids are to be accepted.**

5. INTERPRETATIONS

- 5.1 All questions about the meaning or intent of the Contract Documents shall be submitted to Darby Hickman, Contract Administrator, by email dhickman@cityofowasso.com by end of business (5:30pm) on April 19th, 2023. Replies will be issued by Addenda posted to the city website and delivered, no later than two days before the bid opening date, to all parties recorded by Owner on the plan holder's list.
- 5.2 Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 5.3 Each Bidder shall be responsible for determining that (s)he has received all Addenda issued.

6. PROPOSAL SECURITY

- 6.1 Proposal Guaranty shall be made payable to Owner in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (**the form in Section 00210 of these documents or the bond form issued by your Surety**) issued by a Surety meeting the requirements of the General Conditions.
- 6.2 The Proposal Guaranty of the successful bidder will be retained until such Bidder has executed the Agreement and furnished the required Bonds, whereupon it will be returned. If the successful Bidder fails to execute and deliver the Agreement and

furnish the required Bonds within ten (10) days of the Notice of Award, Owner may annul the Notice of Award, and the Proposal Guaranty of that Bidder will be forfeited. The Proposal Guaranty of any Bidder whom Owner believes to have a reasonable chance of receiving the award, may be retained by Owner until the successful Bidder has returned the executed Agreement and required Bonds. Proposal Guaranty of other Bidders will be returned within fourteen (14) days after the Bid Opening.

7. CONSTRUCTION TIME

The construction contract time for this project is One Hundred and Fifty (150) calendar days until substantial completion, and the time is One Hundred and Eighty (180) calendar days in which to be completed and ready for final payment. Time extensions may be granted by the Owner for delays considered beyond the contractor's control.

8. LIQUIDATED DAMAGES

Provisions for liquidated damages are set forth in the Agreement.

9. SUBSTITUTE MATERIAL AND EQUIPMENT

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of materials may be furnished or used by the Contractor, if acceptable to Owner, application for such acceptance will not be considered by Owner until after the "effective date of the Agreement". The procedure for submittal of any such application by Contractor and consideration by Owner is set forth in the General Conditions, which may be supplemented in the General Requirements.

10. SUBCONTRACTORS, ETC

10.1 If the Project Specifications require the identity of certain Subcontractors, supplies and manufacturers to be submitted to Owner in advance of the Notice of Award, the apparent successful Bidder, and any other Bidder so requested, will within seven (7) days after the day of the Bid opening submit to Owner a list of all Subcontractors, suppliers and manufacturers proposed for those portions of the work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each Subcontractor, supplier, and manufacturer, if requested by Owner. If Owner has reasonable objection to any proposed Subcontractor, supplier or manufacturer, they may, before giving the Notice of Award, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder. His/her declining to make any such substitution will not constitute grounds for sacrificing his/her Bid Security. Any Subcontractor, supplier or manufacturer to whom Owner or Project Manager does not make written

objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Project Manager.

10.2 In contracts where the Contract Price is based on a lump sum price, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to Owner those portions of the work that Bidder proposes to subcontract. After the Notice of Award, the Contractor may only subcontract other portions of the work with Owner's written consent.

11. BID FORM

11.1 The official bid form is available upon request by contacting Darby Hickman at 918-272-4959 or by email at dhickman@cityofowasso.com. Bid Forms must be completed on the Excel form provided by the City of Owasso.

11.2 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer, accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

11.3 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.4 All names must be typed or printed below the signature.

11.5 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

11.6 The address to which the communications regarding the Bid are to be directed must be shown.

12. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Advertisement for Bid and shall be included in an opaque sealed envelope. The envelope shall be marked with the Project Title and name and address of the Bidder and accompanied by the complete Contract Document Booklet with all documents signed as described previously. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

13. MODIFICATION AND WITHDRAWAL OF BIDS

13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

14. OPENING OF BIDS

14.1 Bids will be opened publicly.

14.2 When Bids are opened publicly, they will be read aloud and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the bid opening.

15. BIDS TO REMAIN OPEN

The Bid acceptance period is thirty (30) calendar days following the day of the Bid opening, but owner may, in his/her sole discretion, release any bid and return the Bid Security prior to that date.

16. AWARD OF CONTRACT

16.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities; and to negotiate contract terms with the Successful Bidder; and the right to disregard all nonconforming, nonresponsive, or conditional Bids. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

16.2 In evaluating Bids, Owner shall consider the qualifications of the Bidders; whether or not the Bids comply with the prescribed requirements; and alternates and unit prices requested in the Bid forms. It is Owner's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form, but Owner may accept them in any order or combination.

16.3 Owner may consider the qualifications and experience of Subcontractors, suppliers and manufacturers proposed for portions of the Work. The identity of Subcontractors, suppliers and manufacturers must be submitted. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.

16.4 Owner may conduct such investigations as he/she deems necessary to assist in the evaluation of any Bid and to establish the qualifications and financial ability of the Bidders, proposed Subcontractors, and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

16.5 Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

16.6 The Contract shall be awarded to low responsive responsible Bidder, based on the Oklahoma "Public Competitive Bidding Act". *Bidders will be subject to the Prevailing Hourly Wage Rates.*

16.7 If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within thirty (30) calendar days following the day of the Bid Opening.

17. PERFORMANCE AND OTHER BONDS

The General Conditions set forth the Owner's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by the required Contract Security.

18. SIGNING OF AGREEMENT

When the Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least two (2) sets of the Agreement and all other contract documents. Within ten (10) days thereafter, Contractor shall sign and deliver them to Owner with all other Contract Documents attached. Within ten (10) days thereafter, Owner will deliver a fully signed set to Contractor. Any work done by the Contractor prior to issuance of the Notice to Proceed will be at his/her own risk.

19. REQUIRED DOCUMENTS

See Section 00110 for documents to be executed and submitted with the bid documents.

20. SALES AND USE TAXES

The Owner is exempt from Oklahoma State Sales and Use Taxes on materials and equipment to be incorporated in the project. Upon award of the Contract, the Contractor shall be issued a Certification of Tax Exempt Public Project to be used for the duration of the project.

SECTION 00200

BID

PROJECT IDENTIFICATION: **Hale Acres Water Line Replacement Phase I**

THIS BID IS SUBMITTED TO: City of Owasso
200 South Main
Owasso, Ok 74055

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract price and within the Contract time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid acceptance period is thirty (30) calendar days following the day of Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) Bidder has examined and carefully studied copies of all the Contract Documents, the related data identified in the Contract Documents and the following addenda:

<u>Addendum Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement for Bids and the Instructions to Bidders;

- (b) BIDDER has examined the site and locality where the Work is to be performed and become familiar with, and is satisfied as to the general, local and site conditions that may affect cost, progress and performance of the Work.

- (c) BIDDER is familiar with and is satisfied as to all legal requirements (federal, state and local laws, ordinances, rules and regulations) that may affect cost, progress or performance of the Work.
 - (d) BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site, and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified as provided in the General Conditions.
 - (e) BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site, which may affect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER, including applying the specific means, methods, techniques, sequences and procedures of construction required by the Contract Documents to be employed by the BIDDER, and safety precautions and programs incidental thereto.
 - (f) BIDDER has made such independent investigations as BIDDER deems necessary, and does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for the performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Contract Documents.
 - (g) BIDDER has correlated the information know to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
 - (h) BIDDER has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to BIDDER.
 - (i) The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
4. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself/herself any advantage over any other Bidder or over OWNER.

5. BIDDER will complete the work in accordance with the Contact Documents for the following prices:

[INSERT BID FORM]

Hale Acres Water Line Replacement Phase I
CITY OF OWASSO, OKLAHOMA

6. BIDDER acknowledges that estimated quantities used in preparation of the unit Price Bid are not guaranteed and are solely for the purpose of comparison of Bids. Final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.
7. BIDDER agrees that the Work will be substantially complete within One Hundred and Fifty (150) calendar days after the date when the Contract Times commence to run as provided by the General Conditions, and completed and ready for final payment in accordance with the General Conditions within One Hundred and Eighty (180) calendar days.

BIDDER accepts the provisions of the Agreement as to liquidated damages of One Thousand Dollars (\$1000.00) for each consecutive calendar day that expires after the time specified for substantial completion until the work is substantially complete.

8. The following documents are attached to and made a condition of this Bid:
 - A. Required Bid Security in the form of _____.
 - B. Statement of Bidder's Qualification, Section 00230; and
 - C. All forms listed in Instructions to Bidders, and Section 00110.
9. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in General Conditions.

SUBMITTED ON _____, _____.

BY: _____

COMPANY: _____

IF BIDDER IS:

An Individual

By: _____ (Individual's Name) (SEAL)

doing business as _____

Business Address: _____

Phone No: _____

A Partnership

By: _____ (SEAL)
(Firm Name)

(General Partner)

Business Address: _____

Phone No: _____

A Corporation

By: _____
(Corporation Name)

(State of Incorporation)

By: _____
(Name of Person Authorized to Sign)

(Title)

(CORPORATE SEAL)

Attest: _____
(Secretary)

Business Address: _____

Phone No: _____

A Joint Venture

By: _____
(Name)

(Address)

By: _____
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

SECTION 00210

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal, and _____
_____ as Surety, are hereby held and firmly bound unto CITY OF
OWASSO, OKLAHOMA, as OWNER, in the penal sum of _____
for the payment of which, well and truly to be made, we hereby jointly and severally bind
ourselves, successors and assigns.

Signed this _____ day of _____, _____.

The Condition of the above obligation is such that whereas the Principal has submitted to CITY OF OWASSO, OKLAHOMA, a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the execution of **Hale Acres Water Line Replacement Phase I**;

NOW, THEREFORE,

- (a) If said Bid shall be rejected, bid bond shall be returned.
- (b) If said Bid shall be accepted and the principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his/her faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

ATTEST: (if by Corporation)

Surety

By:_____

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Oklahoma.

SECTION 00220

BID AFFIDAVITS

The following affidavits are to accompany the bid:

A. NON-COLLUSION AFFIDAVIT

A. I certify:

1. I am the duly authorized agent of _____, for the purpose of certifying facts pertaining to the existence of collusion among and between bidders and suppliers and state, county, city officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in connection with the prospective acquisition;

2. I am fully aware of the facts and circumstances surrounding the acquisition or making of the bid to which this statement relates and have been personally and directly involved in events leading to the acquisition or submission of such bid; and

3. Neither the business entity that I represent in this certification nor anyone subject to the business entity's direction or control has been a party:

- a. to any collusion among bidders or suppliers in restraint of freedom of competition by agreement to bid or contract at a fixed price or to refrain from bidding or contracting,
- b. to any collusion with any state, county, city official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
- c. to any discussions between bidders or suppliers and any state, county, city official concerning exchange of money or other thing of value for special consideration in connection with the prospective contract.

B. I certify, if awarded the contract, whether competitively bid or not, neither the business entity I represent nor anyone subject to the business entity's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of this state, county, or city any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement relates.

Signature

STATE OF _____)

COUNTY OF _____)

Subscribed and sworn before me this _____ day of _____, 2023.

Notary Public
Commission# _____
Expiration: _____

B. BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF _____)
) SS
COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

Affiant further states that the names of all persons having any such business relationships and the position they hold with their respective companies or firms are as follows:

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

Subscribed and sworn to before me this _____ day of _____, _____.

(SEAL)

Notary Public
Commission # _____

My Commission Expires: _____

SECTION 00230

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data must be clear and comprehensive. This statement must be notarized. *If necessary, questions may be answered on separate attached sheets.* The Bidder may submit any additional information (s)he desires.

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you?
9. Have you ever defaulted on a contract?
10. List Five (5) similar projects recently completed by your company, and the month and year completed. Include names and telephone numbers of these clients.
11. Background and experience of the principal members of your organization, including officers.
12. The undersigned hereby authorizes and requests any person firm or corporation to furnish any information requested by the CITY OF OWASSO in verification of the recitals comprising this Statement of Bidder's Qualifications.

SECTION 00240

CERTIFICATE OF NON DISCRIMINATION

In connection with the performance of work under this contract, the CONTRACTOR agrees as follows:

- A. The CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or ancestry. The CONTRACTOR shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, national origin, or ancestry. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The CONTRACTOR and Subcontractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City of Owasso setting forth provisions in this section.
- B. In the event of the CONTRACTOR's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by the CITY OF OWASSO. The CONTRACTOR may be declared by the CITY OF OWASSO ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the CONTRACTOR.
- C. The CONTRACTOR agrees to include this non-discrimination clause in any subcontracts connected with the performance of this agreement.

I have read the above stated clause and agree to abide by its requirements.

CONTRACTOR

ATTEST:

TITLE:

DATE: _____

SECTION 00300

AGREEMENT

Hale Acres Water Line Replacement Phase I

THIS AGREEMENT is dated as of the _____ day of _____, _____,
by and between _____ (hereinafter called OWNER)
and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Placement of approximately 2400 LF of 8" PVC waterline along with miscellaneous fittings, re-connections to the existing water system and replacement of approximately 30 domestic water service lines. Project will be partially funded by a Community Development Block Grant. Project is located along 112th St N from North Garnett Road west to 106th East Ave.

ARTICLE 2. ENGINEER

The project has been assigned to the Project Manager or his/her duly authorized representative, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The Work will be substantially completed within One Hundred and Fifty (150) calendar days from the date of Notice to Proceed; and completed and ready for final payment in accordance with the General Conditions within One Hundred and Eighty (180) calendar days from the date of Notice to Proceed, which will be on or before _____,
_____.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER, if the Work is any such proof. OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One

Thousand Dollars (\$1000.00) for each consecutive calendar day that expires after the time specified in paragraph 3.1 for substantial completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER One Thousand Dollars (\$1000.00) for each consecutive calendar day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

ARTICLE 4. CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds the amount agreed upon in CONTRACTOR'S bid.

4.2 CONTRACTOR understands that the estimated quantities are not guaranteed and that the determination of actual quantities and their classification is to be made by the OWNER at the time of application for payment.

4.3 CONTRACT AMOUNT: Contract amount is \$_____.

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions on the Pay Estimate Forms included as Exhibit "A" to this Agreement. Applications for Payment will be processed by OWNER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment in accordance with the City of Owasso's Payment Schedule included as Exhibit "B" to this Agreement during construction as provided below. All progress payments will be on the basis of the progress of the Work.

5.1.1 Progress payments shall not exceed an amount equal to 95% of the WORK completed until such time as CONTRACTOR shall complete in excess of fifty percent (50%) of the contract amount.

5.1.2 Upon completion in excess of fifty percent (50%) of the total contract amount, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 97.5% of the Contract Price, less such amounts as OWNER shall determine in accordance with the General Conditions, provided that OWNER has determined that satisfactory progress is being made, and upon approval by the Surety.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with the General Conditions, OWNER shall pay the Contract Price.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized himself/herself with the nature and extent of Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has studied carefully all reports or explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions. Contractor accepts the determination set forth in the General Conditions of the extent of the "technical data" contained in such reports and drawings upon which Contractor is entitled to rely. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground facilities at or continuous to the site. Contractor has obtained and carefully studied (or assume responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

6.3 CONTRACTOR has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those referred to in paragraph 6.2 as (s)he deems necessary for the performance of the Work at the Contract price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including the General Conditions.

6.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.6 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to CONTRACTOR.

6.7 CONTRACTOR has obligated himself/herself to the OWNER to be responsible for the workmanship, labor and materials used in the project for two (2) years after the project has been accepted by the OWNER.

6.8 CONTRACTOR understands that (s)he will be exempt from all sales tax on materials and other items necessary for the completion of the project. The OWNER has issued him a Certification of Tax Exempt Project enclosed as Exhibit "C" of this Agreement.

ARTICLE 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof, and consist of the following:

- 7.1 This Agreement (pages 1 to 6 inclusive).
- 7.2 Exhibits "A", "B", "C" and "D" to this Agreement.
- 7.3 Advertisement for Bids (Section 00100).
- 7.4 Requirements for Bidders (Section 00110).
- 7.5 Instructions to Bidders (Section 00120).
- 7.6 Bid (Section 00200).
- 7.7 Bid Bond (Section 00210).
- 7.8 Bid Affidavits (Section 00220).
- 7.9 Statement of Bidders Qualifications (Section 00230).
- 7.10 Certificate of Non-Discrimination (Section 00240).
- 7.11 Performance Bond (Section 00410).
- 7.12 Maintenance Bond (Section 00420).
- 7.13 Statutory payment Bond (Section 00430).
- 7.14 Notice of Award (Section 00510).
- 7.15 Notice to Proceed (Section 00520).

- 7.16 Change Order (Section 00600).
- 7.17 General Conditions (Section 00700).
- 7.18 Project Specifications (Section 00800).
- 7.19 Special Provisions (Section 00900).
- 7.20 Project Drawings, consisting of Sheets 1 to 13, inclusive, and Standard Drawings.
- 7.21 Addendum Numbers ___ to ___, inclusive.
- 7.22 Documentation submitted by CONTRACTOR prior to Notice of Award.
- 7.23 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in the General Conditions).

ARTICLE 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in the General Conditions shall have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds himself/herself, his/her partners, successors, assigns, and legal representatives to the other party hereto, his/her partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.3 The Agreement (or remaining portions thereof) should continue in effect, be valid and binding upon both parties even if a provision or part of the Contract Documents should be held void or unenforceable by law.

IN WITNESS WHEREOF, the parties hereby have signed this Agreement in duplicate. One counterpart has been delivered to CONTRACTOR, the other belongs to OWNER. All portions of the Contract Documents have been signed by OWNER and CONTRACTOR.

This Agreement will be effective on _____, _____.

OWNER:

CONTRACTOR:

By _____
Kelly Lewis, Mayor

(SEAL)

(SEAL)

ATTEST:

Juliann M. Stevens, City Clerk

Name

Approved as to form:

Title

Julie Lombardi, City Attorney

Address for giving notices:

200 South Main St.

Owasso, OK 74055

EXHIBIT "A"

PAY ESTIMATE FORM
(TYPICAL)

APPLICATION AND CERTIFICATE FOR PAYMENT

Page One of _____

TO: (Owner) Contract Date: _____

Application Date: _____

FROM: (Contractor) Period To: _____

Distribution To: Owner
Architect
Contractor
Engineer

PROJECT:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

- | | | | |
|----|---|----|--|
| 1. | Original Contract Sum | \$ | |
| 2. | Net Change by Change Orders | \$ | |
| 3. | Contract Sum to Date (Line 1 & 2) | \$ | |
| 4. | Total Completed & Stored to Date
(Column G on Continuation Sheet) | \$ | |
| 5. | Retainage: a. _____ % of Completed Work
(Column D & E on Continuation Sheet) - FINAL | \$ | |
| | b. _____ % of Stored Material
(Column F on Continuation Sheet) | \$ | |
| | Total Retainage (Line 5a & 5b) | \$ | |
| 6. | Total Earned Less Retainage
(Line 4 less Line 5 Total) | \$ | |
| 7. | Less Previous Certificates for Payment | \$ | |

8. CURRENT PAYMENT DUE \$ _____

9. Balance to Finish, Plus Retainage \$ _____
 (Line 3 less Line 6)

CHANGE ORDER SUMMARY:

	ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by OWNER		
TOTALS	\$ _____	\$ _____
Approved this month		
Number _____	\$ _____	\$ _____
Date Approved _____		
TOTALS	\$ _____	\$ _____
Net Change by Change Orders		\$ _____

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the WORK covered by this Application for payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

STATE OF OKLAHOMA)
) SS
 COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, _____.

(SEAL)

 Notary Public

My Commission Expires: _____

ARCHITECT'S / ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the contract documents, based on on-site observations and the date comprising the above application, the Architect/Engineer certifies to the Owner that to the best of the Architect/s/Engineer's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount certified.

AMOUNT CERTIFIED \$ _____
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT / ENGINEER: _____

By: _____ Date: _____

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the contractor named herein. Issuance, payment and acceptance of payment without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Page ____ of ____

Application and Certification for Payment, containing Contractor's signed Certification is attached.

Application Number: _____ Application Date: _____

Period to: _____

In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

A	B	C	D	E (cont) <input type="checkbox"/>
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD

<input type="checkbox"/> (cont) F	G		H	I
RE) MATERIALS PRESENTLY STORED (NOT IN D O	TOTAL COMPLETED AND STORED TO DATE (D + E + f)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE

NOTE: At bottom of each column, run totals.

CLAIM OR INVOICE AFFIDAVIT

STATE OF OKLAHOMA)
)SS
COUNTY OF _____)

The undersigned (Architect, Contractor, Supplier, Engineer or Supervisory Official), of lawful age, being first duly sworn, on oath says that this (Invoice, Claim or Contract) is true and correct. Affiant further states that the (work, services or materials) as shown by this Invoice or Claim have been (completed or supplied) in accordance with the Plans, Specifications, orders or requests furnished to the Affiant. Affiant further states that (s)he has made no payment, nor given, nor donated, or agreed to pay, give, or donate, either directly or indirectly, to any elected official, officer, or employee of the State, County, or City of money or any other thing of value to obtain payment or the award of this contract.

Contractor or Supplier

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public
Commission # _____

My Commission Expires: _____

Architect, Engineer or other Supervisory Official

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public
Commission # _____

My Commission Expires: _____

NOTE: Strike out words not appropriate and sign appropriate signature line. Architect, Engineer approval is not required for Contractor or Supplier Affidavit.

EXHIBIT "B"

CITY OF OWASSO, OKLAHOMA
Contractor and Engineer Payment Schedule

INVOICES ARE TO BE SUBMITTED FOR THE REGULARLY SCHEDULED CITY COUNCIL MEETINGS ONLY.

The contractor or engineer shall have his/her pay request in by 5:00 p.m. on the first day of the month unless the first falls on a Saturday, Sunday or Holiday, then it will be the next working day. Pay requests are, therefore, due on the following dates:

May	-	05/01/23	September	-	09/01/23	January	-	01/01/24
June	-	06/01/23	October	-	10/02/23	February	-	02/01/24
July	-	07/03/23	November	-	11/01/23	March	-	03/01/24
August	-	08/01/23	December	-	12/01/23	April	-	04/01/24

Failure to meet the above dates and time may result in payment being delayed until the following pay cycle.

EXHIBIT "C"

CERTIFICATION OF TAX EXEMPT PUBLIC PROJECT

The City of Owasso hereby certifies that:

_____ has duly entered into a public contract pursuant to the law for the following purposes, to-wit:

Hale Acres Water Line Replacement Phase I

Accordingly, under the provisions of 68 O.S. §1356(1), the sale of tangible personal property or services necessary for carrying out such public contract to the contractor or any sub-contractor to such public contract are exempt from sales tax. Any contractor, or sub-contractor of such public contract shall certify, in writing, on the copy of the invoice or sales ticket to be retained by the vendor that the purchases are necessary for carrying out such public contract with the City of Owasso.

CITY OF OWASSO, OKLAHOMA

By _____
Contract Administrator

EXHIBIT "D"

CERTIFICATE OF APPROVAL
OF CONTRACT AND BONDS

I, the undersigned, Julie Trout Lombardi, the duly authorized and acting legal representative of _____, do hereby certify as follows:

I have examined the construction contract between the contractor, _____, and the above-named entity, and the surety bonds given by the contractor in connection with the performance of said contract, and the manner of execution of the contract and surety bonds; and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto, acting through their fully authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named therein; and that the foregoing contract and surety bonds constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Dated this _____ day of _____, _____.

Julie Trout Lombardi, City Attorney
Tulsa County, Oklahoma

SECTION 00410

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(corporation, partnership or individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____
(Name of Owner)

_____, hereinafter called
(Address of Owner)

OWNER, in the total aggregate penal sum of _____

_____ Dollars (\$ _____) in lawful
money of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, successors, and assign, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into
a certain contract with the OWNER, dated the _____ day of _____, _____,
a copy of which is hereto attached and made a part hereof, for the construction of:

Hale Acres Water Line Replacement Phase I

NOW, THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties, all
the undertakings, covenants, terms, conditions, and agreement of said contract during the original
term thereof, and any extension thereof which may be granted by the OWNER, with or without
notice to the surety, and if (s)he shall satisfy all claims and demands incurred under such contract
and shall fully indemnify and save harmless the OWNER from all costs and damages which it

may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder of the specifications accompanying same shall in any way affect obligation on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that it is expressly agreed that the bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the contract not increasing the contract price more than twenty (20%) percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the contract as so amended. The term "Amendment", wherever used in this bond, and whether referring to this bond, the contract or the loan documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in two counterparts, each of which shall be deemed an original, this the _____ day of _____, _____.

ATTEST:

PRINCIPAL

(Principal) Secretary

(SEAL)

By _____

(Address)

(Witness as to Principal)

(Address)

ATTEST:

SURETY

(Witness as to Surety)

(Address)

By _____
(Attorney-in-Fact)

(Address)

(SEAL)

NOTE: Date of bond must not be prior to date of contract. If contractor is partnership, all partners should execute contract.

SECTION 00420

MAINTENANCE BOND

WHEREAS, the undersigned, _____ has entered into a contract with the City of Owasso, Oklahoma dated the _____ day of _____, _____, designated for **Hale Acres Water Line Replacement Phase I**, including all of the work mentioned and described in said Contract, and to be performed by the undersigned strictly and punctually in accordance with the terms, conditions, plans and specifications thereof,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That

_____ of _____ as Principal

and _____

of _____ as Surety, are jointly and severally, firmly held and bound unto OWNER in the sum of _____

_____ Dollars (\$ _____) lawful money of the United States of America, same being the approximate cost of the Contract herein referred to, for the payment of which sum well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is such that the said Principal and Surety herein named do hereby agree and bind themselves unto and guarantee the OWNER that all work done under said contract, was constructed to conform with specifications prepared by The City of Owasso and in such a manner that the same shall endure without need of any repair arising from defective workmanship or materials for a period of two (2) years from and after the formal acceptance of said project by the OWNER, and that at the expense of said Principal and/or Surety, all failures occurring and arising from any defect in material or workmanship within said period of two (2) years shall be promptly repaired, within thirty (30) days after notice to said Principal by letter deposited in the United States mail, addressed to said Principal at _____ and copied to said Surety; and it being further agreed that upon the neglect, failure or refusal of the Principal to make any needed repairs or backfills upon said project or any work connected therewith within the aforesaid ten (10) day period or other city negotiated period, that the said Principal and Surety shall jointly and severally be liable to the OWNER for the costs and expenses of making such repairs or backfills, or making good such defects or imperfections.

NOW, THEREFORE, if the said Principal and Surety shall faithfully and securely keep and perform all of the obligations herein provided to be kept and performed by them, or either of them, then this obligation shall be null and void and of no force and effect, otherwise to be and remain in full force and effect at all times.

SIGNED, SEALED AND DELIVERED this _____ day of _____, _____.

ATTEST:

Contractor (Principal)

Title

Title

(SEAL)

(SEAL)

Surety

Attorney-in-Fact

(SEAL)

(Accompany the bond with a Power of Attorney)

SECTION 00430

STATUTORY PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT we, _____, as Principal, and _____, a corporation organized under the laws of _____, as Surety, are held and firmly bound unto the State of Oklahoma, in the amount of _____ (\$ _____) for the payment of which we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Dated _____

WHEREAS, the said _____ did on _____ enter into a certain contract with the City of Owasso, Oklahoma for Hale Acres Water Line Replacement Phase I.

WHEREAS, this bond is given in compliance with OKLAHOMA STATUTES ANNOTATED, 1941, Title 61, Sections 1 and 2, as amended.

NOW, THEREFORE, the conditions of the obligation are such that the proper and prompt completion of the work in accordance with the contract and shall ensure that the contractor shall pay all indebtedness incurred by said contractor, his subcontractors, and all materialmen for such labor, material, rental of machinery or equipment as are used or consumed in the performance of said contract, then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day first above written.

PRINCIPAL

(SEAL)

By _____

BONDING COMPANY

(SEAL)

By _____
Attorney-in-Fact

SECTION 00510
NOTICE OF AWARD

TO: _____

Project Description: Hale Acres Water Line Replacement Phase I

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids first published on _____, and Instructions to Bidders.

You are hereby notified that your BID for the above title project has been accepted for items in the amount of _____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance and Maintenance and Statutory Payment Bonds and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your PROPOSAL SECURITY. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, _____.

THE CITY OF OWASSO, OKLAHOMA

By: _____
Contract Administrator

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____
this _____ day of _____, _____.

By: _____

Title: _____

SECTION 00520

NOTICE TO PROCEED

TO: _____ DATE: _____

PROJECT: **Hale Acres Water Line Replacement Phase I**

You are hereby notified to commence WORK in accordance with the Agreement dated _____, _____, on or before _____, _____, and you are to substantially complete the above work within _____ (____) calendar days, which will be _____, _____. The WORK is to be completed and ready for final payment within _____ (____) calendar days. The date of final completion of all WORK is, therefore _____, _____.

THE CITY OF OWASSO, OKLAHOMA
Owner

By: _____
Contract Administrator

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____
_____ this _____ day of _____, _____.

By: _____

Title: _____

SECTION 00600
CHANGE ORDER

PROJECT:

CHANGE ORDER NUMBER:

CONTRACT DATE:

DATE:

TO CONTRACTOR:

CONTRACT FOR:

The Contract is changed as follows:

Not valid until signed by the Owner and Contractor

The original Contract Sum was	\$	
Net change by previously authorized Change Orders	\$	
The Contract Sum prior to this Change Order was	\$	
The Contract Sum will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$	
The new Contract Sum including this Change Order will be	\$	
The Contract Time will be (increased) (decreased) (unchanged) by		(_____) days.
The date of Substantial Completion as of the date of this Change Order therefore is _____.		

NOTE: This summary does not reflect changes in the Contract Sum Time which have been authorized by Construction Change Directive.

CONTRACTOR

OWNER

ADDRESS

ADDRESS

BY

BY

DATE

DATE

SECTION 00700

GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

SECTION 101 DEFINITIONS AND TERMS

Whenever in these specifications and contracts, or in any documents or instruments pertaining to construction where these specifications govern, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

101.01 - ABBREVIATIONS: Whenever the following abbreviations are used in these specifications or on the plans, they are to be construed the same as the respective expressions represented:

A.A.S.H.O.	American Association of State Highway Officials
A.A.S.H.T.O.	American Association of State Highway Traffic Officials
A.I.A.	American Institute of Architects
A.S.A.	American Standards Association
A.S.C.E.	American Society of Civil Engineers
A.S.T.M.	American Society of Testing & Materials
A.W.W.A.	American Water Works Association
MUTCD	Manual on Uniform Traffic Control Devices
O.D.O.T.	Oklahoma Department of Transportation

101.02 - ADVERTISEMENT: The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished.

101.03 - AWARD: The acceptance by the Owner of a bid.

101.04 - BASE COURSE: The layer or layers of specified or selected materials of design thickness placed on a sub-base or a sub-grade to support a surface course.

101.05 - BIDDER: The individual, company, partnership or corporation submitting a bid for the advertised work.

101.06 - BRIDGE: A structure, including supports, erected over a depression or obstruction as water, highway, or railway, and having a track or passageway for carrying traffic, and having an opening measured along the center of the roadway of more than 20 feet between abutments or springline of arches or extreme ends of openings for multiple boxes.

101.07 - CITY: The City of Owasso, Oklahoma, a municipal corporation, acting through its duly authorized officers or agents.

101.08 - CALENDAR DAY: Every day shown on the calendar.

101.09 - CHANGE ORDER: A written order issued by the Engineer to the contractor, covering changes in the plans or quantities or both, within the scope of the contract and establishing the basis of payment and time adjustments for the work affected by the change.

101.10 - CHANNEL: A natural or artificial water course.

101.11 - CONTRACT: The written agreement between the Owner and the contractor setting forth the obligations of the parties thereunder, including, but not limited to the performance of the work, furnishing of materials, and the basis of payment.

The contract includes the invitation for bids, proposal, addenda, contract form and contract bonds (statutory, performance and maintenance bond), specifications, supplemental specifications, special provisions, general and detailed plans, and notice to proceed, also any change orders and agreements that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.

101.12 - CONTRACT ITEM (PAY ITEM): A specifically described unit of work for which a price is provided in the contract.

101.13 - CONTRACT PAYMENT BOND (STATUTORY BOND): The security furnished by the contractor and his/her surety to guarantee payment of prescribed debts of the contractor covered by the bond.

101.14 - CONTRACT PERFORMANCE BOND: The security furnished by the contractor and his/her surety to guarantee complete execution and performance of the work in accordance with the contract.

101.15 - CONTRACT TIME: The number of work days or calendar days allowed for completion of the contract, including authorized time extensions.

In case a calendar date of completion is shown in the proposal in lieu of the number of working calendar days, the contract shall be completed by that date.

101.16 - CONTRACTOR: The individual, company, partnership or corporation contracting with the City of Owasso for performance of prescribed work.

101.17 - CONTROL OF ACCESS: The condition where the right of owners or occupants of abutting land or other persons to access, light, air or view in connection with a roadway is fully or partially controlled by public authority.

101.18 - CULVERT: Any structure not classified as a bridge which provides an opening under the roadway.

101.19 - DEPARTMENT: The Public Works Department of the City of Owasso.

101.20 - DRAINAGE DITCH: A constructed open excavation or ditch constructed for the purpose of carrying off surface water.

101.21- EASEMENT: A grant of a right of use of the property of an owner for a certain purpose at the will of the grantee.

101.22 - ENGINEER: The Director of Public Works or his/her duly authorized representative. For the purpose of this contract, this refers to the Owner's representative.

101.23 - EQUIPMENT: All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the work.

101.24 - EXTRA WORK: An item of work not provided for in the contract as awarded but found essential to the satisfactory completion of the contract within its intended scope.

101.25 - EXTRA WORK ORDER: A change order concerning the performance of work or furnishing of materials involving extra work. Such extra work may be performed at agreed prices or on a force account basis as provided elsewhere in these specifications.

101.26 - INSPECTOR OR TECHNICIAN: The Engineer's authorized representative assigned to make detailed inspections of contract performance.

101.27 - INVITATION FOR BIDS: The advertisement for proposals for all work or materials on which bids are required. Such advertisement will indicate the time and place of the opening of proposals.

101.28 - LABORATORY: The official testing laboratory of the City or any other testing laboratory which may be designated by the Engineer.

101.29 - MATERIALS: Any substances specified for use in the construction of the project and its appurtenances.

101.30 - MAYOR: The Mayor of the City of Owasso as constituted by charter to administer the affairs of the City of Owasso.

101.31 - NOTICE TO PROCEED: Written notice to the contractor to proceed with the contract work.

101.32 - OWNER: City of Owasso, Owasso Public Works Authority, Owasso Public Golf Authority, or other entity of the City.

101.33 - PARKING: That portion of the right-of-way on city streets or urban projects not covered by paved surface or sidewalk.

101.34 - PAVEMENT STRUCTURE: The combined sub-base, base and surface courses placed on the sub-grade to support the traffic load and distribute it to the roadbed.

101.35 - PLANS: The approved plans, profiles, typical cross sections, working drawings and supplemental drawings, or exact reproductions thereof, which show the location, character, dimensions, and details of the work to be done.

101.36 - PROJECT: The specific section of construction to be performed thereon under the contract.

101.37 - PROPOSAL: The written offer of the bidder, submitted on the prescribed proposal form, to perform the work described in the plans and specifications and to furnish the labor and materials at the prices quoted by the bidder.

101.38 - PROPOSAL GUARANTY: The security to be furnished by the bidder as a guaranty of good faith to enter into a contract and to execute the required bonds covering the work contemplated if his/her proposal is accepted.

101.39 - SHOULDER: The portion of the roadway contiguous with the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses.

101.40 - SPECIAL PROVISIONS: Additions and revisions to the standard and supplemental specifications covering conditions peculiar to an individual project.

101.41 - SPECIFICATIONS: A general term applied to all directions, provisions and requirements pertaining to performance of the work.

101.42 - SPECIFIED COMPLETION DATE: The date on which the contract work is specified to be completed.

101.43 - STATUTORY PAYMENT BOND: The approved forms of security furnished by the contractor and his surety as a guaranty that (s)he will pay in full all prescribed debts of the contractor covered by the bond.

101.44 - SUBBASE: The layer or layers of specified or selected material of designed thickness placed on a subgrade to support a base course.

101.45 - SUBCONTRACTOR: An individual, company, partnership or corporation to whom the contractor contracts part of the contract.

101.46 - SUBGRADE: The top surface of a roadbed upon which the pavement structure and shoulders are constructed.

101.47 – SUBSTANTIAL COMPLETION: The time at which the Work (or specified part thereof) has progressed to the point where, in the opinion of the Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part thereof) can be utilized for the purpose for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

101.48 - SUBSTRUCTURE: All of that part of the structure below the bearings of simple and continuous spans, skewbacks or arches and tops of footings of rigid frames, together with the backwalls, wingwalls and wing protection railings.

101.49 - SUPERINTENDENT: The designated representative of the contractor present on the work at all times during progress, authorized to receive and execute instructions from the Engineer and capable of superintending the work effectively.

101.50 - SUPERSTRUCTURE: The entire structure except the substructure.

101.51 - WORK: Work shall mean the furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the project and the carrying out of all the duties and obligations imposed by the contract.

101.52 - WORKING DAY: A working day shall be any day, other than a holiday, Saturday, or Sunday, on which weather and working conditions would permit the normal forces of the contractor to proceed with regular work for a period of at least six hours toward the completion of the work, unless work is suspended for causes beyond the contractor's control. Saturdays, Sundays, and holidays on which the contractor's forces engage in regular work, requiring the presence of an inspector, will be considered as working days.

101.53 - WORK ORDER: A written order, signed by the Engineer, of a contractual status requiring performance by the contractor without negotiation of any sort.

101.54 - WORKING TIME: The working time stated in the proposal and the contract shall be definite number of working days or calendar days and shall be considered an essential part of the contract.

101.55 - In order to avoid cumbersome and confusing repetition of expressions in these specifications, it is provided that whenever anything is, or is to be, done, if, as, or, when or where "contemplated, required, determined, directed, specified, authorized, ordered, given, designated, indicated, considered necessary, deemed necessary, permitted, reserved, suspended, established, approval, approved, disapproved, acceptable, unacceptable, suitable, accepted, satisfactory, unsatisfactory, sufficient, insufficient rejected, or condemned," it shall be understood as if the expression were followed by the words "by the Engineer" or "to the Engineer."

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS

102.01 - NOTICE TO BIDDERS (ADVERTISEMENT): After the date is set for the receipt of proposals, the Owner will give notice of such letting to prospective bidders. The notice will contain a description of the proposed work, together with information to the bidder regarding access to proposal forms, plans, specifications, the amount of proposal guaranty and the minimum wage rate required per hour for labor (when applicable). This Notice to Bidders will be published as an advertisement giving notice of request for bids, as required by State laws. The Notice to Bidders will become one of the contract documents, if award is made.

102.02 - PREQUALIFICATION OF BIDDERS: Bidders are not required to be pre-qualified. Bidder must complete Section 00230 Statement of Bidder's Qualifications. No bid will be accepted unless all questions in Section 00230 have been answered completely and the statement has been signed and notarized.

Each bidder agrees to comply with all terms of relating to equal employment opportunity.

102.03 - PROPOSAL FORMS: The Owner will make available to bidders the proposal forms which will state the location and description of the contemplated construction and will show the approximate quantities of the various items of work to be performed and materials to be furnished with a schedule of items for which unit bid or lump sum prices are asked. The proposal form will state the time in which it must be completed and the amount of the "Proposal Guaranty" which must accompany the proposal.

102.04 – ACCEPTANCE OF PROPOSALS: The Owner reserves the right to disqualify or refuse a proposal if a bidder is in default for any of the following reasons:

- A. Lack of competency and adequate machinery, plant and other equipment, as revealed by the financial statement and experience questionnaires.
- B. Uncompleted work which, in the judgment of the Department, might hinder or prevent the prompt completion of additional work if awarded.
- C. Failure to pay, or satisfactorily settle, all bills due for labor and materials of former contracts in force at the time of issuance of proposals.
- D. Failure to comply with any qualification regulations of the Owner.
- E. Default under previous contracts.
- F. Contractors on unacceptable lists published by governmental agencies.

102.05 - INTERPRETATION OF ESTIMATES: The Engineer's estimate of quantities of work to be done and materials to be furnished listed in the proposal form are to be considered as approximate only and are to be used as a basis for the comparison of bids and the award of the contract. The Owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimate of quantities, or of the character, location or other conditions, pertaining to the work. Payment to the contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications and it is understood that the quantities of work to be done and the materials to be furnished may each be increased, diminished or omitted as hereinafter provided without in any way invalidating the bid prices.

102.06 - EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, SITE OF WORK: The bidder is required to examine carefully the site of the proposed work and the proposal, plans, specifications, special provisions, and contract forms, and satisfy himself/herself as to the character, quality and quantities of work to be performed and materials to be furnished and as to the requirements of these specifications, supplemental specifications, special provisions and contract. The submission of a proposal shall be prima facie evidence that the bidder has made such an examination.

102.07 - PREPARATION AND SUBMISSION OF PROPOSAL: (1) The bidder shall submit his/her proposal upon the forms furnished in the specification documents. The bidder shall

specify a unit price in words and figures for each pay item for which a quantity is given and shall also show the products of the respective unit prices and quantities written in figures in the column provided for that purpose and the total amount of the proposal obtained by adding the amounts of the several items. All the words and figures shall be in ink or typed. In case of a discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.

Any change in the unit price, words or figures, or the product of the unit price, shall be acknowledged by the initials of the person signing the bid, adjacent to each such change or alteration.

(2) LUMP SUM - The bidder shall submit his/her proposal upon the forms furnished in the specification documents. The bidder shall specify a lump sum price when called for either in words or in figures for each item requested, and shall also show the products when applicable.

Any change in the lump sum, words or figures, or the product, shall be acknowledged by the initials of the person signing the bid, adjacent to each such change or alteration.

SIGNATURE OF PROPOSAL for CONTRACTS and STATUTORY BONDS

IF A CORPORATION: Title of officer signing, Secretary's attest and Seal should be shown.

IF A COMPANY: Title of officer signing. (If incorporated, following the Company name with "A Corporation" and title of officer signing, along with Secretary's attest and company seal or corporate seal.)

IF A PARTNERSHIP: Indicate following firm name "A Partnership" and "Partner" following signature of partner signing.

IF AN INDIVIDUAL: Show individual, D/B/A (show firm name) and following signature, show "Owner."

SUBMISSION OF PROPOSAL: Addressing: Bids must be submitted in sealed envelopes addressed to the Owner as indicated in the Advertisement for Bids, and are to be filed with said Contract Administrator. The outside of the envelope shall contain the words SEALED BID and the name of the project.

102.08 - REJECTION OF PROPOSALS: Proposals containing any omission, alterations of form, additions or conditions not called for, conditional or alternate bids unless called for, or if they contain a clause in which the bidder reserves proposals otherwise regular which are not accompanied by a Proposal Guaranty will be considered irregular and may be rejected. The Owner reserves the right to waive technicalities as to change, alterations, or reservations and make the award in the best interest of the Owner.

102.09 - PROPOSAL GUARANTY: Each separate proposal shall be accompanied by a certified check, cashier's check or bidder's surety bond, in the amount as stated in the advertisement for bids.

102.10 - WITHDRAWAL OF PROPOSALS: Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. After other bids are opened and read, the bid for which withdrawal is requested will be returned unopened.

102.11 - PUBLIC OPENING OF PROPOSALS: Proposals will be publicly opened and read on the date and at the hour and place set in the Advertisement for Bids.

102.12 - DISQUALIFICATION OF BIDDERS: Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of his/her bid:

More than one proposal for the same work from an individual, company, partnership, or corporation under the same or different names.

Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work for the Owner.

Unbalanced proposals in which the prices for some items are out of proportion to the prices of other items.

Failure to submit a unit price or lump sum for each item or items of work listed in the proposal.

Lack of responsibility as shown by past work for the Owner, judged from the standpoint of workmanship and progress.

Uncompleted work which, in the judgment of the Owner, might hinder or prevent the prompt completion of additional work if awarded.

For being in arrears on existing contracts, in litigation with the Owner, or having defaulted on a previous contract or failure to comply with any qualification regulations of the Owner.

102.13 - MATERIAL GUARANTY: The successful bidder may be required to furnish a complete statement of the origin, composition, and manufacture of any or all materials to be used in the construction of the work together with samples, which samples may be subjected to tests to determine their quality and fitness for the work.

102.14 - CONTRACTOR AND HIS/HER EMPLOYEES: The General Contractor and subcontractors employed upon the work shall and will be required to conform to the labor laws of the State of Oklahoma and the various acts amendatory and supplementary thereto, and to all laws, ordinances, and legal requirements applicable thereto. The contractor shall employ competent foremen, experienced mechanics, and others skilled in the several parts of the work given them to do, for performance of the work embraced in this contract; and shall promptly discharge any and all incompetent or otherwise unsatisfactory employees. Contractor's

employees directly employed in performance of the work shall not be paid less than the prevailing minimum wage scale.

Necessary sanitary conveniences for the use of employees on the work site, properly secluded from public observation, shall be provided and maintained by the contractor. The construction and location of the facility and disposal of the contents shall comply with all laws of the Owner and State, relating to health and sanitation regulations.

The contractor hereby agrees to comply with the provisions of Title 40 Oklahoma Statutes (Supp.9181) Sections 196.1 et.seq. relating to minimum wage scale of Public Works.

The Contractor and each Subcontractor shall pay the contributions required by the Social Security Act, U.S. Current Tax Payment Act (withholding tax) and the public laws of the State and shall accept exclusive liability for said contributions. The Contractor further shall indemnify and hold harmless the Owner on account of any such contributions assessed against the Owner.

The contractor agrees to keep an accurate record showing the names and occupation of all employees, including the employees of any subcontractor, employed on the contract and also showing the actual wages paid to each of the employees, which record shall be open at all reasonable hours to the inspection of the Owner or the Commissioner of Labor, State of Oklahoma.

The contractor further agrees that it (and contractor's subcontractors, if any) will not fail or refuse to hire or discharge any individual, or otherwise discriminate against any individual with respect to this compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, age or national origin, and further agrees that it will not (nor will its subcontractors, if any) limit segregate or classify its employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his/her status as an employee, because of such individual's race, color, religion, sex, age, physical handicap or national origin. Contractor further agrees with the Owner that this contract may be terminated by the Owner in the event there shall be a violation of any of the provisions of this paragraph, upon notice in writing given, and all monies to become due pursuant to any other provisions of this contract from the date of termination shall thereafter be forfeited the contractor being entitled only to monies expended and services performed up to and including the date of termination.

SECTION 103 AWARD AND EXECUTION OF CONTRACT

103.01 - CONSIDERATION OF PROPOSALS: After the proposals are opened and read, the approximate estimate will be considered on the correct summation of items at the unit price bid or lump sum bid which ever one is applicable. The summations will then be compared and the results made public. The Owner reserves the right to reject any or all proposals, to waive technicalities and to advertise for new proposals, or proceed to do the work otherwise when the best interest of the Owner will be promoted thereby.

103.02 - AWARD OF CONTRACT: Award of contract will be made by the Owner, upon the recommendation of the Engineer to the lowest responsible bidder meeting the requirements of the Oklahoma "Public Competitive Bidding Act". The award of contracts involving the

expenditure of federal funds is contingent on concurrence of the federal agency or any other agency whose funds are being used. The award, if made, will be within thirty (30) calendar days after the opening of proposals.

103.03 - CANCELLATION OF AWARD: The Owner reserves the right to cancel the award of any contract at any time before the execution of said contract without any liability against the Owner/City of Owasso.

103.04 - RETURN OF PROPOSAL GUARANTIES: The guaranty deposited with bids will be returned to unsuccessful bidders within fourteen (14) days after the Bid Opening. The guaranty of the successful bidder will be retained until after the contract is executed and bonds approved, after which it will be returned. The Proposal Guaranty of any Bidder whom Owner believes to have a reasonable chance of receiving the award, may be retained by Owner until after the contract of the successful bidder is executed and the bonds approved.

103.05 - INSURANCE AND BONDS: The successful bidder will be required to carry such compensation and public liability insurance as may be required under the laws of the State of Oklahoma, and shall execute and furnish a statutory surety bond guaranteeing that the contractor shall pay all indebtedness incurred for materials and labor furnished in the performance of the contract in a sum equal to one hundred percent (100%) of the contract price. The successful bidder shall furnish a performance surety bond in the amount of one hundred percent (100%) of the contract guaranteeing the proper and prompt completion of the work in accordance with the provisions of the contract and the plans and specifications. The successful bidder shall also furnish a maintenance bond in the amount of one hundred percent (100%) of the contract, guaranteeing public improvement projects for two (2) years against defective workmanship and materials. **CONTRACTOR MUST USE THE BOND FORMS SUPPLIED IN THIS DOCUMENT.**

The contractor (and any subcontractors) shall carry and keep in force during this contract, policies of public liability insurance, including any contractual liability assumed under this contract, in the minimum amounts set forth below, and workmen's compensation and employer's liability insurance in the amounts required by law. The contractor shall also furnish an Owner's Protective Policy in the same amounts with the Owner as the named insured, issued by the same insurance company as the issuer of Contractor's Liability Coverage.

Public Liability, other than automobile:

Personal Injury, each person	\$ 100,000.00
Personal Injury, each accident	\$1,000,000.00
Property Damage, each person	\$ 100,000.00
Property Damage, each occurrence	\$ 100,000.00

Automobiles and Trucks; Owned, Hired and Non-owned:

Personal Injury, each person	\$ 100,000.00
Personal Injury, each accident	\$1,000,000.00
Property Damage, each accident	\$ 100,000.00

The policy shall provide a clause stating that it cannot be canceled by the insurer without the insurer first giving the Owner ten (10) day written notice of cancellation. The contractor shall furnish the Owner an original and duplicate certificate of insurance at the time contracts are prepared.

103.06 - FORFEITURE OF PROPOSAL GUARANTY: The individual, partnership, company or corporation to whom a contract is awarded shall, within ten (10) days after such contract is awarded, execute and deliver to the Owner the contract required under such award, and execute and deliver all bonds required for the protection of the Owner against the claims of every person whomsoever and against the claims of all persons resulting from the acts or act, or the omissions or defaults of the contractor, in such amounts as may be required by the Owner. Such bonds to be executed and approved prior to the execution of said contract by the Owner.

Upon the failure of the bidder to execute said bonds, or any of them, and said contract within said ten (10) days after the same is awarded, (s)he will be considered to have abandoned said bid, and the Owner may re-let the same. By reason of the uncertainty of the market prices of material and labor, and it being impracticable and extremely difficult to fix the amount of damages and expenses which the Owner would be put to by reason of said bidder's failure to execute said bonds and contracts within said ten (10) days, the proposal guaranty accompanying the bid shall be the agreed amount of damages which the Owner will suffer by reason of such failure upon the part of the bidder, and shall thereupon immediately be forfeited to the Owner. The filing of a bid under these instructions will be considered as an acceptance of this provision.

103.07 – PRELIMINARY MATTERS: Before starting construction, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to the Engineer any conflict, error, ambiguity, or discrepancy which the Contractor may discover and shall obtain written interpretation or clarification from the Engineer before proceeding with any work affected thereby.

With 10 days after the Notice to Proceed, the Contractor shall submit to the Engineer for its timely review:

1. A preliminary progress schedule indicating the times (number of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
2. A preliminary schedule of Shop Drawings and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and
3. A preliminary schedule of values for all the Work which includes quantities and prices of items which, when added together, equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payment during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

103.08 – PRECONSTRUCTION CONFERENCE: Within 20 days from Notice to Proceed, but before any Work at the site is started, a conference attended by the Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred in paragraph 103.07, procedures for handling Shop Drawings and other submittals, processing applications for payment and maintaining required records.

SECTION 104 SCOPE OF WORK

104.01 - INTENT OF CONTRACT: The intent of the contract is to provide for the construction and completion in every detail of the work described. The contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract. There will be a pre-construction conference at a time specified to the Contractor after Notice of Award.

104.02 - ALTERATION OF PLANS OR CHARACTER OF WORK: The Owner reserves the right to make at any time during the progress of the work, such increases or decreases in quantities and such alterations in the details of construction, including alterations in the grade or alignment of the road or structure or both, as may be found to be necessary or desirable. Such increases or decreases and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to accept the work as altered, the same as if it had been a part of the original contract.

All claims, disputes and other matters in question between Owner and Contractor arising out of, or relating to, the Contract Documents or the breach thereof are not subject to arbitration. The Owner will be the sole judge in all claims and disputes.

104.03 - EXTRA WORK: The contractor shall perform unforeseen work, for which there is no price included in the contract, whenever it is deemed necessary or desirable in order to complete fully the work as contemplated. Such work shall be performed in accordance with the specifications as directed in writing by the Engineer, and will be paid for as provided under extra or force account work (see General Conditions, Paragraph 109.04).

104.04 - MAINTENANCE OF TRAFFIC: The project, while undergoing improvements, shall be kept open to all traffic by the contractor unless approved otherwise in writing by the Engineer. Temporary traffic control devices shall be furnished and maintained by the contractor. Methods of traffic control, including a traffic control plan, shall be submitted by the Contractor for approval before construction activities begin. All traffic control devices shall conform to the most recent Manual for Uniform Traffic Control Devices (MUTCD).

104.05 - REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS: All materials, structures, or obstructions found on the project which are not to remain in place or which are not to be used in the new construction shall be carefully dismantled and salvageable materials stored in accessible locations as directed by the Engineer. Unless specified on the plans or in the proposal, this work will not be paid for separately but will be included in the price bid for other items. Unless otherwise shown, materials not considered salvageable for use by the Owner or not incorporated in the work shall become the property of the contractor, and shall be removed from the work site in a timely manner and disposed of by him/her.

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 \$25.00 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, de-watering 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 on 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.

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 180 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.

SECTION 00900

SPECIAL PROVISIONS

ARTICLE 1. PURPOSE

The purpose of these Specifications is to provide for **Hale Acres Water Line Replacement Phase I** 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** 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.