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## **STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF PUBLIC IMPROVEMENTS**

The City's Standard Specifications shall govern all aspects of Bidding and construction of the Project.

### **NOTE**

With respect to all gender related references: where it is stated, "he" or "his" shall be taken to apply whether the authorizing individual is female or male. Dual gender references were avoided to simplify the understanding of the subject matter.

### **SECTION 10 – APPLICABILITY OF STANDARD SPECIFICATIONS**

The provisions for the competitive Bidding of City Projects and the form of and requirements for the Bidding Documents are governed by the Charter and Ordinances of the City, the Oklahoma Competitive Bidding Act, the City's *Standard Specifications for the Construction of Public Improvements*, Resolution #93-01 of June 22, 1993 and other adopted policies of the City as amended.

Sections 100, 106, 109, 110 111, 112 and 200 through 900 shall apply to all Work (including Public or Private Contracts) performed within the limits of Oklahoma City.

Sections 100 though 900 shall apply to all Work under Contract with the City and/or its Trusts and Authorities including Informal and Emergency Contracts performed within the limits of Oklahoma City.

## **SECTION 100 – GENERAL PROVISIONS**

### **SECTION 100.01 – DEFINITION OF TERMS**

The definitions set forth in these Standard Specifications are applicable to the Bidding Documents and Contract Documents.

#### **A**

##### **A.A.S.H.T.O. -**

American Association of State Highway and Transportation Officials.

##### **ACCEPTANCE –**

After completion of the work, formal recorded acceptance of the work by the City Council of the City of Oklahoma City.

##### **ADDENDUM (ADDENDA) –**

Written or graphic instruments issued by the City Engineer prior to the Bid date which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

##### **ADVERTISEMENT –**

All of the legal publications pertaining to the Work contemplated or under Contract.

##### **ALTERNATE BID (ADD-ALTERNATE BID, DEDUCT BID OR ALTERNATE BID) –**

The amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the work, as described in the Bidding Documents, is accepted.

##### **AMENDMENT –**

A change to the contract document where the unit quantity Bid is increased or decreased and the Unit Price is unchanged. Amendments shall be a part of the Contract Documents upon their approval by the City.

##### **A.N.S.I.-**

American National Standards Institute.

##### **ARCHITECT –**

That person or firm engaged to prepare the Plans and Specifications and administers the construction of the Work that may be under Contract with the City or other Contracting entity.

##### **A.S.T.M. -**

American Society for Testing Materials.

##### **AWARD –**

The decision of the City to accept the Bid of the lowest and best Bidder for the work, subject to the execution and approval of a satisfactory Contract and the required Bonds, to such other conditions as may be specified or otherwise required by law.

#### **B**

##### **BASE BID –**

The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as basis for the Work.

##### **BID DATE AND BID TIME -**

The date and time for the receipt of Bids as provided in the Notice to Bidders.

## **BID BOND –**

The security submitted with the Bid which shall either be a certified check, cashier's check or Bid Bond equal to five percent (5%) of the Bid or in the form of an irrevocable letter of credit in the amount of five percent (5%) of the Bid. The Bid Bond is issued in accordance with the provisions of the Public Competitive Bidding Act of 1974, as amended (61 Okla. Stat. 1991, 107). The calculation of the amount of the Bid Bond shall be as provided in the Instructions to Bidders.

## **BID –**

A Bid consists of the required documents or statements duly submitted in accordance with the Notice to Bidders by the person offering to perform the Work contemplated. A Bid is the complete and properly signed offer to do the Work for the sums stated therein and submitted in accordance with the Bidding Documents. A submission shall not be considered a Bid if it is untimely. A submission by a Bidder who is not Prequalified shall not be considered a Bid unless Prequalification is specifically waived in the Bidding Documents.

## **BID FORM -**

The approved City form on which a Bid for the Work is to be prepared and submitted.

## **BID COMMITTEE –**

That committee consisting of the Purchasing Agent, the City Clerk and the City Auditor who shall be responsible for opening all Bids.

## **BIDDER –**

Any person or persons, partnership, company, firm or corporation acting directly or through a duly authorized representative submitting a Bid for the Work contemplated.

## **BIDDING DOCUMENTS –**

Refer to Figure 100.1 for reference. Those documents (hardcopy or electronic) consisting of:

- A) Project Plans
- B) Standard Specifications
- C) Special Provisions
- D) Bid Package
  - 1) Bid Package Cover Sheet
  - 2) Notice to Bidders
  - 3) Instructions to Bidders
  - 4) List of Documents Required for this Bid
  - 5) Signature Requirements for Bidding Documents
  - 6) Bid Form including Bid Form with Alternates and/or Detailed or Unit Price Bid Form, if included in the documents
  - 7) Noncollusion Affidavit
  - 8) Business Relationship Affidavit
  - 9) Local Business Utilization Affidavit
  - 10) Any documents listed in the List of Documents Required for the Bid
- E) Bid Security or Bid Bond
- F) Addenda
- G) Example Contracts and Bonds

## **BID PACKAGE –**

Those documents required to be submitted with the Bid in accordance with the List of Documents Required for Bid as outlined in the Special Provisions.

**BID SECURITY –**

The "Bid Security" is that security submitted with the Bid which shall be in the form of a certified check, cashier's check or Bid bond equal to five percent (5%) of the Bid or of an irrevocable letter of credit in the amount of five percent (5%) of the Bid and issued in accordance with the provisions of the Public Competitive Bidding Act of 1974, as amended. (61 Okla. Stat. 1991, §107)

**BONDS –**

The Bid, Performance, Statutory, Maintenance, Defect and any other bond required by the Special Provisions.

**C**

**CITY – THE CITY OF OKLAHOMA CITY, OKLAHOMA –**

A municipal corporation, acting through its duly authorized representatives, agents or employees. This definition shall incorporate "Trust" or "Authority" when in the Bidding Documents the Contracting entity is identified as one of the City's specified trusts, boards, or authorities of which the City is a beneficiary.

**CITY AUDITOR –**

The City Auditor of the City of Oklahoma City, Oklahoma, or duly authorized representatives or agents.

**CITY CLERK –**

The City Clerk of the City of Oklahoma City, Oklahoma, or duly authorized representatives or agents.

**CITY ENGINEER –**

The City Engineer of the City of Oklahoma City, Oklahoma and when so designated by the City Engineer, duly authorized agents, Architects, Engineers, representatives, inspectors or superintendents, acting severally or individually within the scope of the particular duties entrusted to them.

**CITY MANAGER –**

The City Manager of the City of Oklahoma City, Oklahoma, or duly authorized representatives or agents.

**CITY TREASURER –**

The City Treasurer of the City of Oklahoma City, Oklahoma, or duly authorized representatives or agents.

**COMPLETED –**

The Work is constructed in accordance with the Plans and Specifications and other Bidding Documents is fully completed, the Final Inspection(s) have been made, and any corrections made to the satisfaction of the City Engineer.

**CONTRACT –**

The executed agreement covering the performance of the Work.

**CONTRACT DOCUMENTS –**

All documents included in the Bidding Documents (Refer to Figure 100.1) and the documents consisting of:

- A) Contract,



- B) Bonds,
  - a. Performance
  - b. Statutory
  - c. Maintenance
  - d. Defect (for companies outside the City Limits)
- C) Contractor Identification Numbers
- D) Certificate of Insurance
- E) Certificate of Nondiscrimination
- F) Submittals,
- G) Amendments,
- H) Field Changes and
- I) Change Orders.

**CONTRACTOR –**

The person or persons, partnership, company, firm or corporation who performs private or public work in the City.

**COUNCIL –**

The City Council of the City of Oklahoma City, Oklahoma.

**D**

**DETAILED BID FORM –**

The City's approved form noting individual pay items, estimated quantities, unit Bid prices and total item prices on which Bids are based.

**DEFECT BOND–**

The approved City form properly executed by the Contractor and its Surety as a guarantee of the Contractor's intent to perform and maintain Contract Work in accordance with the Contract Documents.

**DEFECTIVE BID –**

The condition a bid is found to be if not in compliance with the City Resolution 93-01 approved June 22, 1993 or as amended. Also known as irregular.

**DEVELOPER –**

The owner of a tract of land making improvements in accordance with these Specifications. Any person obtaining permits to perform work in the City. The Developer may operate through an Architect or Engineer.

**E**

**ENGINEER –**

That person or firm engaged to prepare the Plans and Specifications and administer the construction of the Work that may be under Contract with the City or other Contracting entity.

**EQUIPMENT –**

Any tool or operable machinery used in the performance of Contract Work.

**EXTRA WORK –**

Any work performed by the Contractor not provided for in the Contract Documents.

**F**

**FIELD CHANGE –**

A formal method of directing the Contractor to implement a Project change where there is no additional cost to the Project. A Field Change requires written approval by the City Engineer.

**FINAL ACCEPTANCE–**

That action taken by the City formally accepting the completed project and placing the Maintenance Bonds into effect.

**FINAL INSPECTION –**

That inspection performed after all punchlist inspection items are completed to the satisfaction of the City Engineer, immediately prior to Project Final Acceptance.

**FURNISH –**

To supply.

**G**

**GRADE –**

The slope of the pavement, channel, pipe or any other item. The rise over the run of the item.

**H**

**HOLIDAY –**

Any day so designated by the City of Oklahoma City's City Council.

**I**

**INSPECTOR –**

Representative of the City Engineer authorized to make inspections of Contract performance.

**IRREGULAR BID –**

The condition a bid is found to be if not in compliance with the City Resolution 93-01 approved June 22, 1993 or as amended. Also known as defective bid.

**INCIDENTAL WORK -**

That work necessary to complete the project or bid item with in the scope or the Work bid and awarded.

**ITE –**

Institute Of Transportation Engineers

**J**

**JOB SITE –**

Work area under the responsibility of the contractor for contracted work.

**L**

**LABOR –**

That effort employed by the Contractor to perform Contract Work.

**LIQUIDATED DAMAGES –**

The amount prescribed in the Standard Specifications to be paid to the City or to be deducted from any payments due or to become due the Contractor for each day's delay in completing the

whole or specified portion of the Work beyond the time allowed in the Contract Documents. Liquidated Damages are not a penalty to the Contractor.

**LOCAL BUSINESS UTILIZATION PLAN (LBU) –**

The plan that implements the policy established by the City Council of the City of Oklahoma City resolution of November 23, 1993, encouraging all contractors to provide a plan for the utilization of local, small and disadvantaged subcontractors, both minority and otherwise

**M**

**MAINTENANCE BOND –**

The approved City form properly executed by the Contractor and its Surety as a guarantee that the Work will be properly maintained as constructed by the Contractor against any failure due to workmanship or defective material for the period required.

**MAJOR PAY ITEM –**

Any contract pay item that is equal to or exceeds the following values:

<b>Contract Cost</b>	<b>Item Total (% of Original Contract Award Amount)</b>
\$0 – 1,000,000	5 %
\$1,000,001 – 4,000,000	2 ½ %
\$4,000,001 – and above	1 ½ %

**MATERIALS –**

Those items placed on the Project to complete the Contract (including any purchased equipment).

**MAYOR –**

The Mayor of the City of Oklahoma City, Oklahoma.

**MUNICIPAL COUNSELOR –**

The Municipal Counselor of the City of Oklahoma City, Oklahoma, or duly authorized representatives or agents.

**MUTCD –**

Manual On Uniform Traffic Control Devices

**N**

**NEMA –**

National Electrical Manufacturers Association

**NONCOLLUSION AFFIDAVIT –**

The form signed by the Bidder as a necessary part of the Bid that affirms the Bidder has not colluded with the awarding public entity(ies), their officers or their staff or any other bidder.

**P**

**PERFORMANCE BOND –**

The approved City form properly executed by the Contractor and its Surety as a guarantee that the Work will be properly executed and the Contract will be completed in accordance with the Contract terms and conditions.

**PERMIT –**

The document issued by the City authorizing Work to be performed.

**PERSON –**

Any individual, legal entity, or corporation, association, partnership, Limited Liability Company, Limited Liability Partnership or any other legal entity.

**PLAN OR PLANS –**

All of the drawings pertaining to the Contract Documents and made a part thereof, including such supplemental drawings as the Architect and/or Engineer may issue from time to time, in order to clarify other drawings or for the purpose of showing changes in the Work or for illustrating details not shown.

**PREQUALIFICATION –**

The requirements for the Bidder listed by the Prequalification Review Board (per City Ordinance #20,815, as amended) as Prequalified for the type or types of work required for the project prior to the Bid Date.

**PREQUALIFICATION REVIEW BOARD –**

Prequalification Review Board as created and established by Ordinance #20,815, as amended.

**PROJECT –**

All the activities specified, indicated, shown or contemplated in the Contract Documents to construct the improvement, including all labor, materials, tools, equipment and incidentals, contract alterations, permits or other authorized orders of the City Engineer.

**PROVIDE –**

To furnish, erect or install.

**PUNCHLIST INSPECTION –**

That inspection performed at the request of the Contractor and at the discretion of the City Engineer. This inspection is performed after Project substantial completion.

**PUBLIC IMPROVEMENT WORK –**

Any building, highway, street, sewer, pavement, waterline, sidewalk, or any other improvement or structure which is constructed, altered, or repaired under Contract or any instrument with the City. Public Improvement Work includes, but is not limited to, private work in public right-of-way and private work to be conveyed to City. This Work also includes all the activities specified, indicated, shown or contemplated in the Contract Documents to construct the improvement, including all labor, materials, tools, equipment and incidentals, contract alterations, permits or other authorized orders of the City Engineer.

**S**

**STANDARD SPECIFICATIONS –**

This term shall mean the directions, provisions and requirements contained in the Standard Specifications as supplemented by the Special Provisions.

**SPECIAL PROVISIONS –**

The special clauses setting forth conditions or requirements for the specific project involved, supplementing the Standard Specifications and taking precedent over any conditions or requirements of the Standard Specifications with which they may be in conflict.

**SPECIFICATIONS –**

The directions, provisions and requirements contained in the Standard Specifications together with the Special Provisions pertaining to the method and manner of performing the work or to the kinds, quantities or qualities of materials to be furnished under the Contract Documents and methods of measurement and basis of payment.

**STATUTORY BOND –**

The approved City form of Surety properly executed by the Contractor and the Contractor's Surety as a guarantee that all bills and accounts for material and labor used in the construction of the work will be paid, as provided by law.

**SUBMITTAL –**

Drawings or documents submitted for review and approval of items specified in the Bidding Documents.

**SUBSTITUTIONS –**

A Contractor submitted proposal to modify the Plans, Specifications, or other Contract requirements. The substitution shall not impair in any manner the essential functions or characteristic of the project, including but not limited to:

- A) service life,
- B) economy of operations,
- C) ease of maintenance,
- D) desired appearance or design; and
- E) safety standards.

**SURETY OR SURETIES –**

The corporate body or legal entity which is bound by the respective Bonds.

**U**

**UNIT PRICE –**

An amount stated in the Bid as a price per unit of measurement for materials, equipment, services or Work as described in the Bidding Documents.

**W**

**WORK –**

All the activities specified, indicated, shown or contemplated in the Contract Documents to construct the improvement, including all labor, materials, tools, equipment and incidentals, contract alterations, permits or other authorized orders of the City Engineer.

**WORKING DAY –**

Any day, other than a legal City holiday, Saturday, or Sunday, on which the approximate normal working forces of the Contractor may proceed for at least six (6) hours toward completion of the Work, unless Work activity is suspended by the City Engineer for causes beyond the Contractor's control, provided that Saturdays, Sundays or holidays on which the Contractor's forces do engage in Work activity will be considered as Working Days.

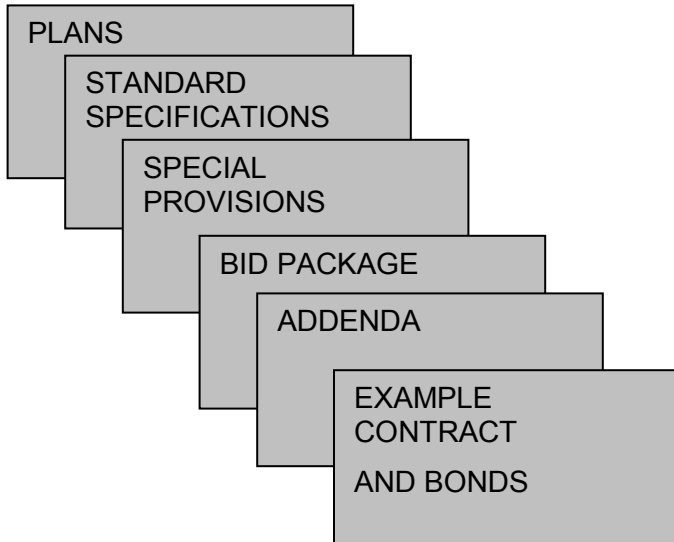
**WORK ORDER-**

The document issued by City directing commencement of Work.

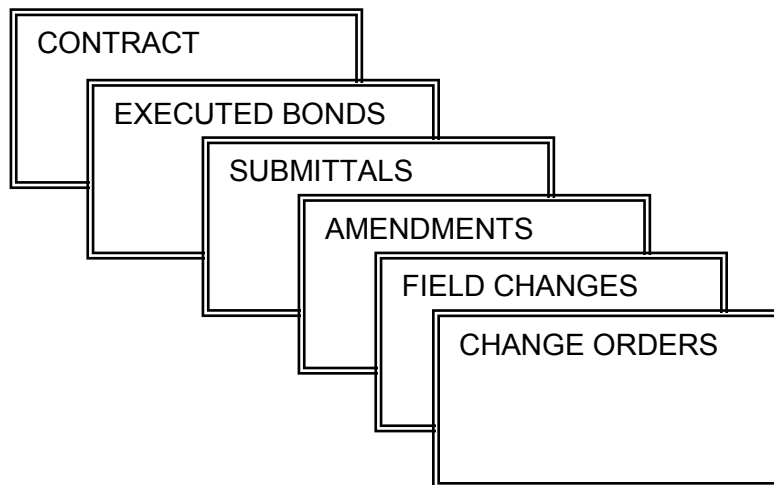
**Figure 100-1**  
**Bidding and Contract Documents**

**Bidding Documents and Contract Documents**

The following figure illustrates the eleven basic components of documents used to communicate what is intended for construction. The Bidding Documents consist of the first six components. Contracts and Bonds are executed after the Award of Contract to the successful Bidder and are considered with the Bidding Documents to comprise the Contract Documents.



Bidding Documents (also Contract Documents for successful Bidder)



Contract Documents for successful Bidder

## **SECTION 101 – NOTICE TO BIDDERS**

The City will receive Bids in accordance with the Notice to Bidders located in the Special Provisions for the Project. Informal Bids will be received in accordance with the City's current Informal Bid policy and procedures, as amended.

## **SECTION 102 – PREQUALIFICATION OF BIDDERS**

The City has by resolution and ordinance adopted standard procedures and requirements for prequalification of contractors and bidders. Copies are available for review in and may be obtained through the Office of the City Clerk, 200 North Walker Avenue, Second Floor, Oklahoma City, Oklahoma 73102.

The City may require prospective bidders to prequalify as responsible bidders prior to submitting bids on a public construction contract. The applicable prequalification requirements shall be set forth in the special provisions for the project.

Regardless of whether or not prequalification is required, any proposed Contractor or Bidder must have obtained any license or licenses required by the City, State or Federal Government which is/are necessary to the accomplishment of the work. Such license(s) must have been obtained prior to the submission of a Bid on the project. Failure to possess the necessary license(s) is reason for a recommendation to the City Council that a Contract not be awarded.

## **SECTION 103 – BID REQUIREMENTS AND CONDITIONS**

Bidders shall comply with all provisions contained in this Section 103 unless modified by the Special Provisions.

### **103.01 – REQUIREMENTS FOR BIDDERS**

Prior to submitting a Bid, Bidders shall comply with the Prequalification requirements as set forth in Section 102 of the Standard Specifications.

No Bidder shall divulge the sealed contents of a Bid to any person whomsoever, except those having a partnership or other financial interest with the Bidder in said Bid, until after the sealed Bids have been opened. A violation on the part of the Bidder shall make void any Contract made by the Bidder with the City based upon such Bid.

#### **103.01.01 – PRE-BID CONFERENCE**

The City may require prospective Bidders to attend a Pre-Bid Conference as a prequalification requirement to be eligible to submit a sealed Bid.

#### **103.01.02 – MANDATORY PRE-BID CONFERENCE**

When specified, attendance is a prequalification requirement. The Contractor who plans to submit a Bid must attend this conference. The engineer and any consultant for the project must also attend this conference. Failure of the prospective Bidders to attend this conference will cause the City Clerk to return the Bidder's submission unopened. The purpose of the conference is to discuss the plans and specifications.

The Pre-Bid Conference will begin at the designated time; a sign-in sheet will be passed to all attendees; only full-time employees of the prospective Bidder's company will be considered as eligible representatives for attendance; and, five minutes after the meeting is called to order, the sign-in sheet will be closed (late arrivals will not be allowed to sign in). The official timekeeper for closing the sign-in sheet shall be the Engineer or staff member chairing the Pre-Bid Conference.

In the case of a joint venture, an eligible representative from each of the participating organizations in the joint venture must be in attendance. Sub-contractors are not required to attend.

The following will not be eligible to Bid on the project: (1) prospective Bidders leaving the meeting prior



to adjournment of the Pre-Bid Conference; (2) prospective Bidders whose names have been placed on the sign-in sheet, but were not in attendance; or, (3) anyone arriving at the pre-Bid Conference after the sign-in sheet has been closed.

Prospective Bidders leaving the conference prior to adjournment, or whose name has been placed on the sign-in sheet (but was not in attendance), or anyone arriving at the Pre-Bid Conference after the sign-in sheet has been closed, will not be eligible to Bid on the that project.

### **103.01.03 - PROVISION FOR INTERPRETERS**

In compliance with the provisions of the Americans with Disabilities Act, upon twenty-four hours notice to the City Engineer, a sign language interpreter will be provided for the Pre-Bid Conference.

## **103.02 – CONTENT OF BID FORMS**

### **103.02.01 – BIDDING DOCUMENTS**

The Bidding Documents are located at the City Clerk's Office, 2nd Floor, 200 N. Walker Avenue, Oklahoma City, OK 73102, or as designated in the Notice to Bidders. Required deposits will be non-refundable to Bidders in accordance with the Special Provisions

### **103.02.02 – ADDENDA**

The Bidding Documents represent all the information that will be provided by the City. Interpretations and corrections of and/or changes to the Bidding Documents will be made only by Addendum. Addenda shall be issued by the City Engineer and approved or ratified by the City. Interpretations and/or changes made in any other manner will not be binding upon the City and Bidders shall not rely upon them.

Addenda will be mailed, faxed, e-mailed or delivered only to those who have signed and completed the Bidding Document Receipt List for the Project. This list is maintained in the City Clerk's Office.

Copies of Addenda will be made available for inspection in the City Clerk's Office, 2<sup>nd</sup> Floor, 200 N. Walker Avenue, Oklahoma City, OK 73102.

The following shall be considered proof that a Bidder received an Addendum:

- A) Mailed Addendum: The Bidder's signature or Bidder's representative's signature on the Certified Mail Return Receipt.
- B) Hand Delivered or Picked-Up Addendum: The Bidder's or Bidder's representative's signature on the Addendum Receipt Signature List.
- C) Faxed Addendum: The City's or the Architect and/or Engineer's Fax Confirmation Sheet.
- D) E-mailed Addendum: The City's and/or Trust's or the architect/engineer's e-mail delivery receipt verification.
- E) It shall be the obligation of the Bidder to ascertain receipt of Addenda prior to the Bid date.

### **103.02.03 – SUBSTITUTIONS TO BIDDING DOCUMENTS**

No substitution will be considered prior to the receipt of Bids unless a written request for approval has been received by the City Engineer no later than seven (7) days prior to the Bid date. Such requests shall include the name of the material, product, or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data and other information necessary for an evaluation. A statement shall be included in the written request setting forth changes in other materials, products, equipment or other portions of the Work including changes in the Work of other Contracts that incorporation of the proposed substitution would require. The burden of proof of the merit of the proposed substitution is upon the Bidder.

If a proposed substitution is approved prior to Bid date, such approval will be set forth in an Addendum

issued by the City Engineer and subsequently approved or ratified by the City Council. Bidders shall not rely upon approvals made in any other manner.

### **103.03 – INTERPRETATION OF PLANS AND SPECIFICATIONS**

The Bidder, by making a Bid, represents that the Bidder has:

- A) Scrutinized, compared, read carefully and understands the Bidding Documents;
- B) Inspected the site and become familiar with local conditions under which the Work is to be performed;
- C) Informed himself by independent research of the difficulties to be encountered and personally judged the accessibility of the Work and all attending circumstances affecting the cost of doing the Work and of the time required for its completion;
- D) Correlated the Bidder's personal observations with the requirements of the Bidding Documents and ensures the Bid is made in accordance therewith;
- E) Become familiar with and understands all other Projects which may affect the Work or access to the Work site; and
- F) Based the Bid upon the materials, equipment, systems or services required by the Bidding Documents without exception.

The Bidder shall communicate to the City Engineer or the Architect and/or Engineer any errors, inconsistencies or ambiguities discovered in the Bidding Documents. All requests for interpretation of the Bidding Documents must be made to the City Engineer.

A Bidder in doubt as to the true meaning of any part of the Bidding documents, may submit to the City Engineer a timely written request for an interpretation thereof. An interpretation of the proposed documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person on the Bidding Document Receipt List.

Bidders shall be responsible for their plans, estimates, interpretations and assumptions which are necessary for completing the Bid. It is mutually agreed that submission of a Bid will be evidence that the Bidder has made all required examinations and investigations.

### **103.04 – EXAMINATION OF DOCUMENTS AND WORK SITE**

Bidders are advised that the Bidding Documents on file with the City Clerk shall constitute all the information the City will furnish for the Project. Bidding Documents will only be amended by Addenda approved by the City Engineer. It is mutually agreed that submission of a Bid will be representation that the Bidder has made all required examinations and investigations.

### **103.05 – PREPARATION AND FILING OF BID**

Bids must be submitted on the Bid Form and Detailed Bid Form(s) as appropriate. Said forms will be provided by the City and will state the general description of the Work. Bids shall be completed in accordance with the Bidding Documents and will contain all required affidavits.

#### **103.05.01 – BID FORM INSTRUCTIONS**

Bids shall be submitted on the Bid Form and Detail Bid Form(s) contained in the Bid Package or photocopies thereof. All blanks on the Bid Form and Detail Bid Form(s) shall be filled in by typewriter or legibly written in ink. All written prices shall be distinctly legible. Where so indicated by the makeup of the Bid Form and/or Detailed Bid Form(s), sums shall be expressed in both words and figures and in case of any discrepancy between the two, the amount written in words shall govern.

Detailed Bid Form(s) are included in the Bid Package when the Work is Bid all or partially on a Unit Price basis. If a Detailed Bid Form is provided, the Bidder is to enter the cost per unit in words and in numerals and then enter the total cost of the item (estimated quantity multiplied by the Unit Price) in the

column under *Item Total*.

The total of the *Item Total* column will be entered at the bottom of the Detailed Bid Form and on the Total Bid line on the Bid Form. Bidders shall insure that the total of the Detailed Bid Form is entered correctly on the Bid Form. In cases of conflict between words and numerals, the words will govern. In cases of conflict between the amount on the Bid Form and the amount on the Detailed Bid Form, the correct total on the Detailed Bid Form will govern. Written Unit Prices shall govern over figures. Written Unit Prices shall govern over Item totals.

There may be a Detailed Bid Form for one or more Alternates. If a Detailed Bid Form is provided for an Alternate, it should be completed in the same manner as the form for the Base Bid. An example of a correctly completed Detailed Bid Form is shown in Figure 103.05.01. Where a Detailed or Unit Price Bid Form for the submission of Unit Prices is provided in the Bidding Documents, the Bidder will complete the Detailed Bid Form and then enter the total amount of the Bid on the Bid Form. The total amount on the Bid Form shall be based upon the Unit Prices. The signer of the Bid must initial erasures and/or corrections on any Bid Form or Detailed Bid Form. A Bid with erasures and/or corrections that are not initialed shall be considered to be irregular.

**Figure 103.05.01**

**Detailed Bid Form Instructions**  
**DETAILED BID FORM ITEMS**

**PROJECT NO. \_\_\_\_\_**

Item No.	Description	Unit	Estimated Quantity	Unit Price	Item Total
1.	6" P.C. Concrete	SY	45	<u>\$15.00</u>	<u>\$675.00</u>
<b><i>Fifteen and no/100-----</i></b>				Dollars	
(Unit Price dollars written)					
2.	6" Integral Curb	LF	70	<u>\$1.50</u>	<u>\$105.00</u>
<b><i>One and 50/100-----</i></b>				Dollars	
(Unit Price dollars written)					
3.	6" Curb Removal	SY	56	<u>\$2.13</u>	<u>\$119.28</u>
<b><i>Two and 13/100-----</i></b>				Dollars	
(Unit Price dollars written)					
4.	Plug Existing 42" RCP	LS	1	<u>\$300.00</u>	<u>\$300.00</u>
<b><i>Three Hundred and no/100-----</i></b>				Dollars	
(Unit Price dollars written)					

Detailed Bid Form Subtotal                   \$ **1,199.28**

**103.05.02 – SALES TAX EXEMPTION**

**103.05.02.01 – CITY FUNDED PROJECTS**

Title 68 Oklahoma Statutes (1991), Section 1356 (I), exempts sales to a municipality and its Contractors from all sales tax on the sale of "tangible personal property or services." All Bids for City Projects shall be assumed to have been made based on such statutory exemption as effective on the Bid date. The City shall not pay any sales tax and shall not reimburse the Contractor for any tax on purchases by the Contractor except as included in the unit price. No change orders or amendments

shall be approved for reimbursement of sales tax or changes in sales tax. A change in sales tax shall not be deemed a change in conditions of the Contract.

#### **103.05.02.02 – TRUST PROJECTS**

For the purposes of a bid and award of contract and pursuant to Oklahoma Tax Commission Rule 710:65-13-140, it is assumed that the materials provided by the contractor are not exempt from applicable sales taxes. All payments including sales tax are deemed to be paid under protest.

#### **103.05.03 – BID SIGNATURE REQUIREMENTS**

An authorized agent of the Bidder must properly sign all documents. The City reserves the right to require a Bidder to provide any documentation it may deem necessary to verify authorized signature.

#### **103.05.04 – FILING OF BID**

The Bid is to be submitted in a sealed envelope. Each envelope shall bear a legible notation thereon that it is a Bid upon the Project proposed. The Bid shall be submitted to the City Clerk's office in accordance with the dates and times specified in the notice to Bidders.

If the Bid is sent by mail, the sealed envelope, marked as described above, shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

The Bid shall include the Bid Form and affidavits, the Bid Security and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the City Clerk of Oklahoma City and shall be marked "**SEALED BID FOR PROJECT \_\_\_\_\_**" and shall state the Bidder's name and address and, if applicable, the Project Description for which the Bid is submitted.

#### **103.06 – BID AFFIDAVITS**

Affidavits contained in the Bid Package must be properly signed by an authorized agent of the Bidder. The City reserves the right to require a Bidder to provide any documentation it may deem necessary to verify authorized signature. The Bid will contain all required Affidavits as listed in the "List of Documents Required for this Bid". Bids shall be completed in accordance with the Bidding Documents.

#### **103.07 – BID BOND**

Each Bid shall be accompanied by a Bid Bond for the amount of five percent (5%) of the amount of the Bid. The Bid shall mean the highest combination of the Base Bid plus Alternate Bids for the purposes of determining the amount of the Bid Bond. The Bid Bond is a pledge that the Bidder will enter into a Contract with the City on the terms stated in the Bid and will furnish Bonds covering the faithful performance of the Contract and payment of all obligations. Should the Bidder refuse to execute or fail to furnish other required Contract Documents, the amount of the Bid Bond shall be forfeited to the City as liquidated damages, not as a penalty.

The City has the right to retain the Bid securities of Bidders until either:

- A) The required Contract Documents have been executed or submitted by the successful Bidder;
- B) The specified time to Award Bids has elapsed so that Bids may be withdrawn in accordance with State law;
- C) All Bids have been formally rejected by the City; or
- D) A Bidder has been determined to be the successful Bidder.

Bids will not be considered unless the original Bid submitted to the City Clerk's Office is accompanied by a Bid Bond, or a certified/cashier's check, made payable to the Treasurer of the City of Oklahoma City, in the required amount.

### **103.08 – NO WITHDRAWAL OR ALTERATION OF BIDS**

Permission will not be granted to withdraw or modify any Bid after it has been submitted. Request for non-consideration of Bids must be made in writing, addressed to the City and submitted to the City Clerk before the time set for opening Bids.

### **103.09 – OPENING OF BIDS**

Bids properly submitted and timely received will be opened publicly and will be read aloud. Opened Bids will remain on file in the Office of the City Clerk for at least two (2) days before a Contract is Awarded. A tabulation of Bid information may be made available to the Bidders within a reasonable time.

### **103.10 – IRREGULAR BIDS**

Any Bid that shows any omission, alteration of form, addition, substitution or condition not specified and any unauthorized Alternate Bid shall be deemed irregular. However, the City reserves the right to waive irregularities and make the Award in the best interest of the City.

### **103.11 – REJECTION OF BIDS**

The City will consider and reserves the right to reject any or all Bids and all Bids submitted are subject to this reservation. A Bid shall be rejected for any of the following specific reasons:

- A) The Bid Form is not signed by the Bidder or Bidder's authorized agent
- B) The Noncollusion Affidavit, as required by the City Charter and the Oklahoma Competitive Bidding Act, has not been submitted with the Bid; the text of the affidavit has been altered; and/or the affidavit is not properly signed and/or notarized. (61 Okla. Stat. (1991) § 115 and Oklahoma City Charter, Article IX § 4)
- C) The Business Relationship Affidavit, as required by the Oklahoma Competitive Bidding Act, has not been submitted with the Bid; the text of the affidavit has been altered; has not entered requested information, if any in the blanks provided; and/or the affidavit is not properly signed or notarized. (61 Okla. Stat. (1991) §108)
- D) The Bid Security or Bid Bond, as required by the Oklahoma Competitive Bidding Act, is not attached to the Bid. (61 Okla. Stat. (1991) §107)
- E) The Bid fails to comply with any other requirements of City, State, or federal law and/or any other forms required by the Bidding Documents are not properly completed and submitted.

A Bid may be rejected based on the following reasons:

- A) The Bid is received after the time limit for receiving Bids as stated in the advertisement, or before designated time for submittal.
- B) A Bid price obviously unbalanced.
- C) Total Bid price above the Architect and/or Engineer's estimate of total cost.
- D) Bids that are incomplete, such as required signatures or material irregularities.
- E) Bidder is not prequalified unless prequalification is waived in Special Provisions.

### **103.12 – NONCOLLUSION**

A Noncollusion Affidavit shall accompany each Bid. Bids will not be considered unless a properly and fully executed Noncollusion Affidavit accompanies the Bid submitted to the City Clerk. The Noncollusion Affidavit is a sworn statement, which provides that the bidder has not made any agreement or colluded with the City or any bidders or prospective bidders in restraint of freedom or competition or has agreed to bid at a fixed price or to refrain from bidding. Violation of a provision of the Noncollusion Affidavit shall render the bids of such bidders void and persons willfully violating this requirement shall be guilty of a felony. Bidders must use the Noncollusion Affidavit provided by the City in the project specifications. The text of the Noncollusion Affidavit may not be modified. The Bidder may, however,

adapt the signature block to provide for additional signatures.

### **103.13 – BUSINESS RELATIONSHIP**

A Business Relationship Affidavit shall accompany each Bid. Bids will not be considered unless a properly and fully executed Business Relationship Affidavit accompanies the Bid submitted to the City Clerk. The Business Relationship Affidavit is a sworn statement which discloses the following information: the nature of any business relationships then in effect or which existed within one (1) year prior to the date of such statement with the architect, engineer or any officer or director of the architectural or engineering firm or other party to the project; and the names and positions of all persons having any such business relationships. Bidders must use the Business Relationship Affidavit provided by the City in the project specifications. The text of the Business Relationship Affidavit shall not be modified. The Bidder may; however, adapt the signature block to provide for additional signatures.

### **103.14 - SMALL AND DISADVANTAGED LOCAL BUSINESS PROGRAM**

The City of Oklahoma City has adopted a program to encourage and promote the use of small and disadvantaged local businesses as subcontractors on public construction contracts as set forth in the Oklahoma Public Competitive Bidding Act. The successful bidder awarded a public improvement contract by the City must provide the City a small and disadvantaged local business subcontracting plan setting forth the Contractor's efforts and strategies to provide and extend opportunities for small and disadvantaged local business participation in the performance of subcontracts on City projects. The Contractor's plan must be submitted to the City Engineer before a notice to proceed with work will be issued. The plan must set forth the Contractor's outreach efforts and internal efforts. The Contractor must create and maintain records demonstrating its efforts and the success of its efforts. The Contractor must provide a report on the progress and success of its small and disadvantaged local business subcontracting plan to the City Engineer as a condition precedent to final payment and release of retainage. The project will neither be deemed substantially complete nor be accepted for final payment until the Contractor submits a report on the progress and success of its small and disadvantaged local business subcontracting plan. Provided, however, on emergency projects, the public construction contractor may be permitted to submit its small and disadvantaged local business subcontracting plan after the issuance of the notice to proceed.

## **SECTION 104 – RESERVED**

## **SECTION 105 – EMPLOYMENT PRACTICES**

### **105.01 – NONDISCRIMINATION**

Contractors shall execute and comply with the provisions of the Non-Discrimination Affidavit. Contractors shall conspicuously post a copy of the Non-Discrimination Affidavit at the local place of business. Contractors shall include a similar requirement in all Sub-Contracts.

Copies of the "Notice of Equal Employment Opportunity" poster issued by the City Clerk will be given to the Contractor at the Pre-Work Conference. The poster must be exhibited in a central and public location at the place of business by the Contractor and each subcontractor while the Contractor and any subcontractors are performing work on the project.

## **SECTION 106 – RESERVED**

## **SECTION 107 – AWARD AND EXECUTION OF CONTRACT**

### **107.01 – AWARD OF CONTRACT**

#### **107.01.01 – ACCEPTANCE OF BID**

It is the intent of the City to Award a Contract to the lowest and best Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents.

The City reserves the right to select alternates in any order or combination, unless otherwise specifically stated in the Bidding Documents. The lowest and best Bidder shall be determined on the basis of the sum of the Base Bid and selected Alternate Bids.

#### **107.01.02 – AWARD OF CONTRACT**

The Awarding of a Contract upon a successful Bid shall give the Bidder no right to action or claim against the City upon such Contract until the same shall have been reduced to writing and duly signed by the Contracting parties.

Should a Bidder who is Awarded a Contract upon a Bid fail to execute and provide the Contract and bonds or to provide the required certificates of insurance and/or any other required documents, the City Council reserves the right to rescind the award and offer the Contract to the Bidder deemed to be the next lowest and best Bidder.

Should a Bidder who is awarded a Contract fail to execute and furnish the required Contract Documents, the City Council has the right to Award the Contract to the Bidder deemed to be the next lowest and best Bidder.

The Bidder has no right to action or claim against the City until the Contract is executed by all parties

The successful Bidder will be provided one (1) complete sets of the Project Contract Documents. The successful Bidder will execute all one (1) sets in original signatures and return within seven (7) calendar days following the City's notification of its intent to Award Contract, unless that time is extended by the City Engineer. All Bidders should arrange with their respective insurance and Bonding company(s) to complete all required insurance and Bond documents. The Contract shall not be operative nor shall any payments be due until approval of the Contracts and Bonds by the City.

The City is not required to award a contract to the low bidder. The City may Award a contract to the lowest and best bidder or bidders (lowest responsible bidder). Awards are made within thirty (30) days after the opening of bids. Provided that the City may, by formal recorded action and for good cause shown, authorize a reasonable extension of that period to the extent permitted by law. The City reserves the right to not award a contract, to reject any or all bids, and to solicit new or different bids. No bidder shall obtain any property right in a contract awarded until the contract has been fully executed by both the bidder and the City.

#### **107.02 – CONTRACT BONDS REQUIRED**

A Surety may be rejected that is in default or delinquent on any Bond, or is interested in any litigation against the City. All Bonds shall be executed on forms furnished by the City (or photocopies thereof) and shall be executed by Surety companies licensed to do business in the State of Oklahoma and conform to the requirements of Ordinance No. 5928. The Contractor and the Surety shall execute each Bond which shall remain continuously in full force and effect in accordance with the bonding requirements.

Should any Surety be determined unsatisfactory at any time by formal City resolution, notice will be given and the Contractor shall substitute a new Surety satisfactory to the City. No payment will be made under the Contract until the new Surety, as required, has been accepted by the City. The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix

thereto a certified and current copy of the power of attorney.

The cost of all Bonds shall be included in the amount of the Bid. The successful Bidder shall at its own cost procure and submit the following Bonds as required in the Bidding Documents:

#### **107.02.01 – PERFORMANCE BOND**

The Performance Bond guarantees completion of the Project intended in the Contract Documents and guarantees the Contractor's full and faithful execution of the Work and performance of the Contract. A Performance Bond also guarantees protection of the City, and all property owners against any neglect, damage by reason of acts or omissions of the Contractor or the improper execution of the Work or the use of inferior, non-compliant and/or defective materials or equipment. A Performance Bond shall be executed in favor of the City.

#### **107.02.02 – STATUTORY BOND**

The Statutory Bond guarantees the Contractor will make payment for all labor, materials and equipment used in or for the Project and/or for the performance or provision of the Work. The Statutory Bond shall be executed in favor of the State of Oklahoma.

#### **107.02.03 – MAINTENANCE BOND**

The Maintenance Bond guarantees the maintenance in good condition of the Workmanship and materials and the operation of the Project as intended in the Contract Documents for a specified period after the completion and Acceptance of the Project by the City. The term of the Maintenance Bond is provided in the Contract Documents. The Maintenance Bond will be in the amount equal to one hundred percent (100%) of the Contract amount for the following terms: Unless otherwise provided in the Bidding Documents, the term of the Maintenance Bond shall be as follows:

- 1 Year: Street resurfacing Projects.
- 2 Years: All buildings, park Projects and traffic control Projects. All streets, bridges, environmental, water, sanitary sewer and storm drainage Projects.

The Maintenance Bond shall be executed in favor of the City.

In addition, a maintenance bond executed in favor of the City is required whenever a contractor enters a contract with a federal, state, or local government entity or with a private entity relating to facilities or improvements to be owned and operated by the City or its Trusts.

#### **107.02.04 – DEFECT BOND**

The Defect Bond guarantees the Contractor shall timely repair any defect and maintain or provide for the timely maintenance of any repair on the Project for the term of the Maintenance Bond. The Defect Bond will be in an amount equal to one hundred percent (100%) of the Contract amount. The Defect Bond shall be executed in favor of the City.

The Contractor shall comply with one of the following provisions:

- A) The Contractor has shown proof of the Contractor's intentions to perform and maintain for the specified period of Maintenance Bond tenure by establishing within a forty (40) mile radius of the office of the City Engineer, 420 W. Main Street, Oklahoma City, Oklahoma, 73102,
  - 1) A business address (as defined in the Oklahoma City Municipal Code)
  - 2) With a telephone (staffed by competent employees approved by the City Engineer under whose supervision the Work will be performed) and
  - 3) A yard (as defined in the Oklahoma City Municipal Code) equipped with sufficient necessary equipment available 24 hours-a-day to perform and maintain all classes and subclasses of Work for which the Contractor is pre-qualified to Bid.
  - 4) This office and yard as equipped shall have been established prior to the time the applicant



submits the Contractor's application for qualification.

- B) The Contractor opts to have the City retain a sum equal to fifteen percent (15%) of the total Contract amount for the extent of the maintenance period (said funds may be used by the City).
- C) The Contractor opts to provide a properly executed Defect Bond. The duration of the Defect Bond shall be the same duration as the Maintenance Bond.

### **107.03 – EXECUTION OF CONTRACT DOCUMENTS**

#### **107.03.01 – EXECUTION OF CONTRACTS**

The Contractor will submit the properly executed Contract Documents, within seven (7) calendar days following the City Engineer's notification of intent to Award Contract, unless said time is extended by the City Engineer. All documents listed in the "List of Contract Documents" are required to be properly executed and submitted. No Work shall commence until the Contract Documents are properly executed and submitted and a Work Order has been issued by the City Engineer.

No Contract shall be binding on the City until it has been executed or ratified by the City and delivered to the Contractor.

#### **107.03.02 – EXECUTION OF BONDS**

The date blanks on the Bonds shall be left blank. The dates will be inserted by the City upon approval.

The Bidder shall require the attorney-in-fact executing the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power of attorney.

The provisions for the competitive Bidding of City Projects and the form of and requirements for the Bidding Documents are governed by the Charter and Ordinances of the City, the Oklahoma Competitive Bidding Act, Resolution #93-01 of June 22, 1993 and other City Policies as amended.

#### **107.04 – FAILURE TO EXECUTE CONTRACT**

Failure of the Bidder to properly execute and timely submit the required Contract Documents may be considered a default. By reason of such failure by the Bidder, the City at its option may: (1) award the Contract to another Bidder; and/or (2) enforce and collect the Bid Bond as liquidated damages, not as penalty, and/or (3) seek other legal or equitable relief as the City deems appropriate.

Notwithstanding any other or additional rights of the City, should the successful bidder fail to fully and properly execute and timely return the contract and bonds or fail to provide the required insurance and certificate within seven (7) days of notification of the award, the City may rescind the award and re-advertise for new or different bids.

### **SECTION 108 – SCOPE OF WORK**

#### **108.01 – INTENT OF PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS**

The Plans, Specifications and Special Provisions describe the Work or Project in accordance with the Bidding Documents. The Contractor shall perform all Work as provided in the Contract Documents and shall perform such necessary and incidental Work to complete the Project in a satisfactory and acceptable manner. The Contractor shall furnish all labor, materials, tools, equipment and incidental work necessary and will be responsible for acquiring, copying and distributing documents for the completion of the Project.

#### **108.02 – PRE-WORK CONFERENCE**

The City shall hold a pre-work conference. The conference will be at a time and place established by the City Engineer. The Contractor must attend pre-work conferences and may include any superintendents and subcontractors.

### **108.03 – AMENDMENTS, CHANGE ORDERS AND FIELD CHANGES**

The Contractor will be provided a minimum of one (1) record set of Contract Documents (executed documents). Additionally, the Contractor will be provided a minimum of three (3) reference sets of Plans, Specifications, Addenda, Amendments, Change Orders, and Field Changes. The Contractor shall have a set of Plans and Specifications available at the Project site at all times.

The City reserves the right to make changes in the Contract Documents, or the character of the Work as may be necessary to insure completion of the Project in the most satisfactory manner. The City reserves the right to alter the quantities of Work to be performed or the time for the Project completion. No such alterations shall waive or invalidate any condition or provision of the Contract Documents.

The Contract Documents may be changed only by an Amendment and/or Change Order as approved by the City or by Field Change as approved by the City Engineer.

All changes shall be in writing and shall, except in case of emergency, be approved by the City Council before the Work commences.

#### **108.03.01 – AMENDMENTS**

Amendments are changes to the Contract Documents that are based on Unit Bid Prices which were provided with the Bidding Documents. The Item Unit Quantity may be increased or decreased by any amount. Amendments are not subject to Contract cost limits set in the Oklahoma Competitive Bidding Act, 61 O.S. (1991) Section 121. Amendments shall be binding when approved by the City.

#### **108.03.02 – CHANGE ORDERS**

Change Orders are changes to the Contract Documents when a Lump Sum price was provided with the Bidding Documents or when a Unit Price has not been established for a particular item or items of Work. A Change Order may authorize an addition, deletion, or revision in the Work, authorize an adjustment of the Contract Price or adjust the Contract time. The cumulative amount of Change Orders shall not exceed the Contract cost limits set in the Oklahoma Competitive Bidding Act, 61 O.S. (1991) Section 121. Change Orders shall be binding when approved by the City.

Where an actual emergency exists, wherein the delay caused by submitting the Amendment or Change Order to the City for approval would jeopardize the interest of the City or the public, the City Engineer may approve the Amendment or Change Order in writing. However, Amendments or Change Orders approved by the City Engineer under the circumstances outlined above shall be submitted to the City for consideration as soon as practical.

Amendments and Change Orders submitted to the City for approval shall bear the approval of the City Engineer and shall be prepared in five (5) copies, distribution as follows:

- A) Four (4) copies to the City
- B) One (1) copy to the Consultant (Architect or Engineer)

Change Orders shall include the following:

- A) Complete detail and scope of the Work contemplated.
- B) Estimated cost of the Work as contemplated by the Change Order.
- C) Complete justification.
- D) Any time impact to the Work caused by the Change Order.
- E) Statement as to whether the prices shown are Contract Bid prices or agreed prices.
- F) Statement signed by the Contractor that he is willing to perform the Work at the prices in the Amendment or Change Order.

#### **108.03.03 – FIELD CHANGES**

Field Changes are changes to the Contract Documents when Unit Prices were provided with the Bid and when the overall Contract amount is not changed. Field Changes shall be binding when approved by the City Engineer.

#### **108.04 – POST CONTRACT AWARD SUBSTITUTIONS**

Substitutions may be considered after the Award of Contract unless specifically prohibited in the Bidding Documents. However, any Bidder basing a Bid on a substitution not approved by pre-Bid Addendum does so at the risk of being required to provide the materials designated in the Bidding Documents.

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

Substitutions must be submitted in writing to the City Engineer for approval. The Contractor shall submit any additional information required by the City for review of the substitution. The City reserves the right to accept or reject any Post Contract Award Substitutions.

#### **SECTION 109 – CONTROL OF THE WORK AND MATERIALS**

##### **109.01 – WORK ORDER**

All Work shall be accomplished under authority of a written Work Order issued by the City Engineer. No Work Order shall be issued until the required Contract Documents have been executed by the Contractor and approved by the City.

##### **109.02 – AUTHORITY OF CITY ENGINEER**

All Work shall be done under the supervision and approval of the City Engineer. The City Engineer shall be the final authority regarding all questions which arise, including, but not limited to, the following:

- A) The quality and acceptability of materials furnished.
- B) Work performed.
- C) Manner of performance.
- D) Rate of progress of the work.
- E) Interpretation of the plans and specifications.
- F) Acceptable fulfillment of the contract.
- G) Compensation.
- H) Mutual rights between contractors under these specifications and suspension of work.

The City Engineer shall have the right to establish any sequence or priority of operation in the interest of desirable cooperation with other Work.

The authority of the City Engineer shall be in writing and not be construed to waive, revise or modify Contract Documents.

##### **109.03 – CONFORMITY WITH PLANS**

All Work shall conform to the lines, grades, cross sections and dimensions shown in the Contract Documents. Any changes from the Contract Documents shall be accomplished by Amendments, Change Orders or Field Changes.

##### **109.04 – ORDER OF CONSTRUCTION**

Site Preparation - The site of work, where deemed necessary by the City Engineer, shall be cleared of trees, brush, fences, buildings and obstructions occupying space needed for construction operations. Provided that no building or structure partially encroaching on the right-of-way or located in such a manner as not to interfere with construction operations shall be moved unless specifically noted on the plans for removal or directed by the City Engineer to be removed. Salvaged material shall be stored as directed by the Engineer.

Access Road - Where work is not accessible from existing streets and roads, the Contractor shall prepare necessary roads and grade or otherwise smooth uneven terrain along the right-of-way so that material may be transported and power equipment moved to and operated on and along the site of the work. Any

work done under the foregoing requirements will be subject to the Engineer's approval.

When trenching or disturbing existing ground cover, unless otherwise directed by the Engineer, the Contractor shall leave no more than nine hundred feet (900') maximum, or as designated by the Engineer, between backfilling operations and the complete restoration of paving, paving repairs, fencing, sodding, etc.

When temporary surfacing is provided for in the contract documents, the Contractor shall complete temporary paving repair immediately as soon as practical before adjacent work is completed.

## **109.05 – ADJUSTMENT OF EXISTING STRUCTURES AND UTILITIES**

### **109.05.01 – GENERAL**

The Contractor, at his expense, shall provide an electrical or mechanical device or use such other means he may select to locate any hidden utility line, oil or gas pipeline, water pipeline, sewer pipeline, telegraph and telephone line, and locate such lines or structures shown on the plans and any uncharted line or structure whether shown on the plans or not and protect, adjust to grade, disconnect and replace, relocate and replace, remove, provide supports during the construction and settlement of backfill and protect against freezing or unnecessary damage by the elements of existing utility lines, oil or gas pipelines, water pipelines, sewer pipelines, telegraph and telephone lines, railroad right-of-way lines and other structures and shall pay all fees to County, City, State or Federal agencies which may be required in the performance of this work.

The Contractor shall make satisfactory arrangements with the owners of such structures for performing the work. The Contractor shall not be entitled to any additional payment for such work under these specifications except where specific contract unit prices are provided in the proposal.

Where specific contract unit prices are not provided in the proposal, then such work shall be considered incidental to the construction except as hereinafter provided and where the City is legally liable for the payment of such cost in the construction work to be performed under these specifications, any cost involved shall be reflected in such other contract prices as are provided in the proposal.

### **109.05.02 – SEWER CONNECTIONS**

The connecting of sewers or sewer appurtenances to other sewers or to sewer appurtenances shall be made in accordance with the plans or under the direction of the Engineer. The work shall be done in a workmanlike manner in such a way as not to damage any of the structures involved. No sewer shall project beyond the inside wall line of other sewers or of sewer appurtenances.

### **109.05.03 – SEWER GRADES**

General - The grade line shown on the plans is the elevation of the invert or flow line of the sewer. The sewer grade shall be established by use of batter board, laser beam, or other methods approved by the Engineer.

Batter Boards - When batter boards are used they shall be set at grade stakes not farther than fifty (50) feet apart. Not less than three (3) batter boards shall be maintained in correct position continuously during the construction of the sewer. Batter boards shall be of good, straight, sound material, fastened to substantial stakes or uprights. Batter boards ten (10) feet or less in length shall not be smaller than one (1) by four (4), and when longer than ten (10) feet shall not be smaller than one (1) by six (6) or two (2) by four (4). Stakes shall not be smaller than two (2) by four (4). Steel stakes with suitable clamps may be used when approved by the Engineer.

A suitable fine cord or wire approved by the Engineer, shall be stretched tightly between batter boards over the exact centerline of the sewer. A graduated pole or rod shall be provided for measuring from the cord stretched between batter boards to the bottom of the trench while the trench is being prepared and to the sewer invert while the sewer is being placed. When the vertical distance from the cord between batter boards to the invert of the sewer exceeds ten (10) feet, a line shall be set at the bottom

of the trench for aligning the pipe and establishing the grade.

Laser Beams - When laser beams are used to establish line and grade, they shall first be calibrated in accordance with the equipment manufacturers recommended procedures. The Contractor shall establish horizontal and vertical controls (offset stakes) with a transit or theodolite. The Contractor may then proceed to establish line and grade using the laser equipment. In conjunction with the laser beam, the Contractor may also be required to provide temporary benchmarks at intervals as specified by the Engineer.

#### **109.06 – BORING TEST HOLE INFORMATION**

Test hole information, when shown on the plans or included in the specifications, shall only represent subsurface characteristics to the extent indicated, and only for the point location of the test hole.

Each bidder shall make his own interpretation of the character and condition of the materials, which will be encountered, between test hole locations. Each prospective Bidder may, at his own expense, make additional surveys and investigations as he may deem necessary to determine conditions which will affect performance of the work.

#### **109.07 – WATER USAGE**

The Contractor may obtain from the City of Oklahoma City a flush meter for access to water hydrants for the purposes of cleaning and other work items requiring water. No fire hydrant shall be obstructed or used when there is a fire in the area. The Contractor shall be responsible for the water meter and all related set-up charges, including the water usage bill. All expenses shall be considered incidental.

#### **109.08 – AUDIO-VIDEO RECORDING PRE- AND POST-CONSTRUCTION**

These recordings will serve as a record of pre-construction and final conditions. All Audio Video recordings shall be recorded in a manner that logically follows the entire project path in a continuous manner. The audio-video record shall become the property of the City and shall be delivered prior to commencing construction and prior to final payment. Contractor must submit recording to the Engineer for review and approval.

##### **A) Pre-construction Audio-Video Recording**

The Contractor shall be required to record above ground topography and existing amenities located along project area before clearing and construction operations begin.

##### **B) Post-Construction Audio-Video Recording**

The Contractor shall be required to record above ground topography and existing amenities located along project area after construction is completed

##### **C) Audio-Video Recording Quality**

The Audio-video recording shall be in color and recorded digitally on DVD, or format as approved by the Engineer. The audio-video record shall be high quality and detailed enough to settle disputes that may arise.

If not specified with a pay item the cost of audio-video recording shall be included in other items.

#### **109.09 – SEDIMENT AND EROSION CONTROL**

The Contractor shall minimize the amount of land disturbed to minimize the loss of the sediment from the job site onto neighboring properties or into area waterways and streams. The most effective and direct means of controlling erosion during and after construction is to attain a good vegetative cover over all soil surfaces laid bare or disturbed. Permanent vegetative cover shall be established promptly after completion and acceptance of areas of work. Practices to minimize erosion and trap sediment carried by site runoff are to be utilized by the Contractor. All work shall comply with the Contractor's Erosion Control Plan.

The Contractor shall designate a full-time employee on the job site to be responsible for implementation of erosion and sediment control measures. The Contractor's designated employee shall inspect and document the condition of all erosion control structures on a weekly basis. In the event of rainfall in excess of one-half inch, an inspection of all structures shall be made within 24 hours of the one-half inch rainfall event.

### **109.09.01 - STORM WATER CONSTRUCTION ACTIVITIES PERMIT**

When applicable, in order for the City of Oklahoma City to remain in compliance with the Environmental Protection Agency (EPA), Oklahoma Department of Environmental Quality (ODEQ) regulations, and maintain its own NPDES permit, the City must ensure all construction activities within its corporate boundaries are in compliance under the following regulations.

Environmental Protection Agency

Code of Federal Regulations (40 CFR, Part 122)

Clean Water Act

Oklahoma Department of Environmental Quality

Oklahoma Pollutant Discharge Elimination System Act (OPDES) 27A O.S. 2-6-201

ODEQ General Permit OKR10

City of Oklahoma City

Oklahoma City Municipal Code

A copy of the City's Best Management Practices Manual can be downloaded at <http://www.okc.gov/pw/storm.html> or a copy can be picked up at the City of Oklahoma City's City Clerk's Office, 200 N. Walker, 2nd Floor, Oklahoma City, Oklahoma 73102.

As a part of this project the contractor will be required to submit a completed Notice of Intent (NOI), a Storm Water Pollution Prevention Plan (SWPPP) and an Erosion Control Site Plan for permitting purposes. The Contractor shall be required to follow the plans as submitted and approved at all times during construction of the project. Along with the above stated items the Contractor shall also provide a check payable to the City of Oklahoma City in an amount required by this project. This permit must be issued before the Contractor will be allowed to obtain the building/construction permit. Permits issued may be renewed annually upon filing of a renewal application and payment of permit fee, provided that the applicant's activity, and the location where it is carried on are the same as originally permitted. In addition, the application for renewal shall be subject to all the requirements pertaining to original permit. (Oklahoma City Municipal Code 48-33)

The following note shall be on every plan submitted to the City of Oklahoma City:

Construction activities that result in land disturbance of equal to or greater than one (1) acre, or less than one (1) acre if they are part of a larger common plan of development or sale that totals at least one (1) acre must also obtain a permit from ODEQ (form 605-002a) for Storm Water Discharge from Construction Activities. This means that land disturbing of one (1) acre or more must permit with ODEQ and the City of Oklahoma City, Storm Water Quality.

### **109.10 – EXISTING STRUCTURES NOT SHOWN IN CONTRACT DOCUMENTS**

The Contract Documents show the location of known surface and subsurface structures. The City assumes no responsibility for failure to show any or all structures on the Contract Documents or to show them in their exact location. No claim for Extra Work will be considered unless the unforeseen structures encountered necessitates substantial changes in the lines or grades or requires the building of a special structure for the Project to function as intended in the Contract Documents. Nothing herein shall relieve the Bidder of the responsibility to thoroughly inspect the proposed Work site prior to

submitting Bids.

### **109.11 – COORDINATION OF THE CONTRACT DOCUMENTS**

The City's Standard Specifications shall govern all aspects of Bidding and construction of the Project. Exceptions or additions to the Standard Specifications will be set forth in the Special Provisions. The Standard Specifications are available for review or purchase in the City Clerk's Office. The Contract Documents as shown in Figure 100-1 describe the Work to be performed under the Contract. A requirement occurring in any of the Contract Documents is binding. In case of discrepancies the following shall apply:

- A) Figured dimensions shall govern over scaled dimensions
- B) Plans shall govern over Special Provisions and Standard Specifications
- C) Special Provisions shall govern over Standard Specifications
- D) Details, drawings and quantities shown on the Plans shall govern over quantities shown in the Detailed Bid Form.

The Contractor shall take no benefit from any apparent error or omission in the Contract Documents. The City Engineer shall be permitted to make necessary corrections or interpretations to fulfill the intent of the Contract Documents. The Contractor shall immediately notify the City Engineer of any apparent discrepancies or errors in the Contract Documents.

### **109.12 – COOPERATION OF CONTRACTOR**

The Contractor shall give consistent attention to the Work and shall cooperate with the City Engineer and with other Contractors. The Contractor shall provide a competent superintendent on the Work site at all times who is fully authorized and in control of the Work. Such superintendent shall be capable of reading, thoroughly understanding the Contract Documents and shall receive and fulfill instructions from the City Engineer.

The Contractor shall provide all reasonable facilities to enable the City Engineer to inspect the Workmanship, materials and equipment entering into the Work.

### **109.13 – CONSTRUCTION STAKES**

The Contractor shall provide all construction stakes in accordance with the City's Standard Specifications, Section 801 Construction Staking, unless otherwise provided in the Contract Documents.

Prior to commencing Work, the City Engineer will furnish the Contractor permanent horizontal alignment and vertical control points throughout the Work and permanent benchmarks within two hundred feet (200') of the beginning and the end of the Work limits. The City Engineer will also provide bridge centerline horizontal and vertical control points if applicable to the project.

The Contractor shall have the sole responsibility for the preservation of all horizontal alignment and vertical control stakes, benchmarks and construction stakes. The Contractor shall, at its own expense, replace any horizontal alignment, vertical control, construction stakes and benchmarks when damaged, lost, displaced or removed.

### **109.14 – MEASUREMENTS**

Before ordering any material or doing any Work, the Contractor shall verify and be responsible for accuracy of all measurements. Errors, inconsistencies or omissions discovered shall be immediately reported to the City Engineer. No extra charge or compensation will be allowed due to any difference between actual dimensions and the measurements indicated on the drawings.

### **109.15 – SUBMITTALS AND SHOP DRAWINGS**

The Contractor shall not start delivery of any materials until the City Engineer has approved any

required submittals and shop drawings. Only materials conforming to the requirements of the Contract Documents shall be used in the Work.

The Contractor shall transmit a minimum of five (5) copies of each submittal and shop drawing to the City Engineer for review. Each transmittal shall be sequentially numbered and shall include the City's project number, Contractor's name, Specification number and all required information. The Contractor shall also affix its approval stamp to each submittal, shop drawing and product booklet. The approval stamp must certify that "the Contractor has determined and verified all dimensions, quantities, field dimensions, relations to existing work, coordination with work to be installed at a later date, coordination with information on previously approved submittals and verification of compliance with the Contract Documents". The accuracy of all information is the responsibility of the Contractor. The Contractor's approval stamp may be reviewed and approved by the City Engineer prior to use on the project.

In reviewing and approving submittals and shop drawings, the City Engineer is entitled to rely upon the Contractor's representation that all information is accurate and correct. The Contractor shall not be relieved of any responsibility for deviations, errors or omissions of the submittals and shop drawings by the approval of the City Engineer. Upon receipt, the City Engineer shall be allowed up to fourteen (14) days for review. Submittals and shop drawings that meet the requirements of the Contract Documents will be approved by the City Engineer. The City Engineer will retain at least **four (4)** copies and will return a minimum of one (1) copy of the submittal or shop drawing to the Contractor. Submittals and shop drawings that do not meet the requirements of the Contract Documents will be returned to the Contractor for correction and re-submittal. The date indicated on the City Engineer's transmittal letter shall be considered the date returned to the Contractor. The Contractor shall keep at least one (1) approved copy of all submittals and shop drawings at the Work site.

The Contractor shall furnish approved materials from other sources, if, for any reason, the product from any source at any time proves unacceptable.

## **109.16 – MATERIALS**

### **109.16.01 – DELIVERY**

Construction materials shall not be delivered to the work site more than three (3) days in advance of the start of construction. The contractor shall be held responsible for all construction materials delivered.

### **109.16.02 – MATERIALS AND CONSTRUCTION METHODS NOT SPECIFIED**

Request for approval of other materials and construction methods not approved and specified herein shall be made in writing along with supporting documents, by the contractor, no later than seven (7) days before the bid opening date. If approved, an addendum shall be issued.

All oral, telephone, telegraph, or fax approval of materials are invalid and shall not receive any consideration.

### **109.16.03 – CONCRETE AND STEEL REINFORCEMENT**

Unless otherwise specified, all concrete used in construction of sanitary sewers and their appurtenances shall have a minimum twenty-eight (28) day compressive strength of thirty-five hundred pounds per square inch (3,500 psi). All steel reinforcement used shall be grade sixty (60) with a minimum yield strength of sixty thousand pounds per square inch (60,000 psi).

### **109.16.04 – SAMPLES**

The Contractor shall provide samples of materials, finish, appliances, etc., when required by the City Engineer and all such samples must be approved by the City Engineer in writing before the Work is executed. All Work shall conform in all respects to the approved samples. Any Work that does not conform to the approved samples will be rejected and shall be removed and replaced by Work that does so conform.



### **109.16.05 – TESTS**

The City Engineer will provide a test schedule for the Work and shall designate which samples must be taken or tests be conducted and which must be taken or conducted in the presence of an inspector. The City Engineer may require such additional tests, as necessary to the proper construction of the Project. All tests will be made in accordance with the appropriate Specifications. The Contractor shall provide such facilities as the City Engineer may require for collecting and forwarding samples. All tests shall be performed at a laboratory designated by the City. All costs of tests on materials that meet Specifications shall be at the expense of the City. All costs of tests that fail to meet the Specifications shall be at the expense of the Contractor. Upon written notification from the designated laboratory of failure to pay for failed tests, the City shall hold subsequent payment voucher claims from the contractor until verification has been provided of payment for failed tests. No claim for damages shall be made to the contractor for any delays associated with the resolution of payment for failed tests.

### **109.17 – MATERIALS CERTIFICATIONS**

The Contractor, in all cases, shall furnish required samples without charge. A laboratory designated by the City shall perform all tests. When the Standard Specifications require testing of prefabricated products or any other materials, the City Engineer may waive local testing requirements in lieu of a certification from the manufacturer that the material or product furnished conforms to the appropriate Specifications as called for in the Standard Specifications.

#### **109.17.01 – GENERAL REQUIREMENTS**

The Contractor shall be responsible for obtaining all certifications and arranging for their delivery to the proper destinations as required by this specification. A responsible representative of the company that issues the certification shall sign materials certifications. The official company title of the signer must be clearly shown immediately beneath the Contractor's signature.

All certifications shall be furnished in duplicate and each copy shall show the following information:

- A) City's Project Number
- B) Name of Contractor
- C) Identification Markings on Shipment
- D) Quantity of Material Represented by the Certification

When certified mill tests are submitted as a Type A certification the quantity information need not be furnished provided that the identifying heat number is permanently rolled, stamped or otherwise permanently affixed to each individual piece of material in the shipment covered by the certification.

#### **109.17.02 – TYPES OF CERTIFICATIONS**

Unless otherwise specified, a certification shall be one of the following types:

- A) Type A certification shall be prepared by the manufacturer and shall consist of a certified copy of a report covering tests conducted by an approved laboratory. Such tests shall have been conducted on samples obtained from the lot or lots of material in the shipment.
- B) Type B certification shall consist of a certification prepared by the manufacturer and shall show the limits of test values as determined by an approved manufacturer's laboratory, a qualified commercial laboratory or other approved laboratory.
- C) Type C certification shall be prepared by the manufacturer and shall certify that the material in the shipment conforms to the same formula and/or is essentially the same as the material previously approved by the City Engineer.
- D) Type D certification shall be prepared by the manufacturer and shall state that the materials meet the applicable Specifications. These Specifications shall be listed by number, section reference or other appropriate identification acceptable to the City Engineer.

E) Type E certification shall be prepared by the fabricator to cover a composite item incorporating two (2) or more materials which have been previously approved on an individual basis for City Projects, but which lose their identity when they are incorporated into the composite item. All materials used in the fabrication shall be listed and identified. The certification shall state that all materials used in the fabrication of the item in question were previously approved for City use. The fabricator shall keep test reports and/or other pertinent identifying records of the individual items incorporated into the composite item until the item has been approved and accepted by the City Engineer.

**109.17.03 – DISTRIBUTION OF CERTIFICATIONS**

Certifications shall be mailed in duplicate to:

City Engineer, City of Oklahoma City  
 Certifications for Project No. \_\_\_\_\_  
 420 West Main, Suite 700  
 Oklahoma City, OK 73102

These certifications will be checked for conformance with the applicable Specifications.

**109.17.04 – BASIS OF ACCEPTANCE**

Whenever a certification as defined above is required or requested by the City Engineer, such material may be accepted on the basis of certification provided that all applicable requirements are met. Visual inspection at delivery and installation shows the Workmanship and condition of the material to be satisfactory.

All material furnished under certification shall be tagged, stenciled, stamped or otherwise marked with a lot number, heat number, order number, or other appropriate identification which can be readily recognized and checked against the certification. Material accepted on certification shall not be incorporated in the Work until the City Engineer has approved the certificates.

Testing shall be done only on written order of the City Engineer on test order forms provided by the City. Unless otherwise provided, nothing in these Specifications shall be construed as requiring a specific number of tests to be made. Except on Assessment Paving Projects, the minimum schedule of satisfactory tests, listed herein, will be furnished by the Contractor upon written order of the City Engineer and performed by a testing laboratory designated by the City.

Tests for asphalt extraction and gradation, asphalt cement analysis and Hveem stability will be made only as directed by the City Engineer or as specified in the test schedule.

The reference made herein to the A.S.T.M., A.A.S.H.T.O. and O.D.O.T. are to establish a standard for quality of material and shall not be construed as requiring tests for compliance with these Specifications except on the written order of the City Engineer as provided above.

An example of the schedule of tests to be furnished by the Contractor is summarized as follows:

<b>EXAMPLE SCHEDULE OF TESTS</b>	
<b>ACCEPTANCE OF PLANT MIX ASPHALT CONCRETE PAVEMENT</b>	
Asphalt Extraction And Gradation	1000 tons Asphalt Pavement
Roadway Density Of Asphalt Mix	4 Per 2000 Tons Asphalt Pavement or as directed by the City Engineer
Hveem Stability Test And Density Of Molded Specimen	1 Per 2000 Tons Asphalt Pavement
Maximum Theoretical Specific Gravity Of Asphalt Mix	1 Per 2000 Tons Asphalt Pavement

A satisfactory test is defined as being a test that shows that the quality of the materials or Workmanship meets the requirements of the Specifications. Where tests reveal that the quality of the materials or Workmanship does not meet the requirements of the Specifications, additional tests shall be made as directed by the City Engineer until the number of satisfactory tests called for in the schedule have been

made. The reports of these tests shall constitute the evidence referred to above. The cost of all testing provided for in the schedule, including the furnishing and taking of all samples, shall be included in the Unit Prices Bid for the various items listed in the Bid.

The City Engineer may order tests in addition to the number provided for in the schedule to be made if, in his opinion, such additional tests are necessary. The cost of all tests ordered, in addition to the number of satisfactory tests provided for in the schedule, which show that the materials or Workmanship conform to the Specifications shall be paid for by the City. The Contractor shall pay for all such tests that reveal that the materials or Workmanship do not conform to the Specifications.

In the event that any concrete cylinders on a Project have a compressive strength at twenty-eight (28) days of less than thirty-five hundred pounds per sq. inch (3500 psi) or as otherwise specified, the procedure as provided in Section 304 Portland Cement Concrete will apply and payment will be adjusted as provided. On all Work where the City is, or is not, a party to the Contract, the difference between the Contract price and the price as adjusted because of strength and/or thickness deficiencies shall be paid the City as liquidated damages to cover the higher cost of maintenance anticipated to result from slab so deficient. All costs of coring, testing of cores and repair of core holes, shall be borne by the Contractor.

#### **109.17.05 – STORED MATERIALS**

Stored materials shall be located and protected to preserve their quality and fitness for the Work. Materials shall be placed on wooden platforms or other hard, clean surfaces and not on the ground and shall be placed under cover as required. Stored materials shall be located to facilitate prompt inspection. The City assumes no responsibility for materials located on the site or off-site. The Contractor assumes full responsibility for any damage or loss to any stored materials. No stored material shall be located off-site unless approved by the City Engineer. Material located off-site shall be insured prior to payment for stored materials.

All aggregates shall be handled in such a manner as to preserve their quality, gradation and fitness for the work. The provisions for transporting aggregates shall be such to assure a continuous and adequate supply of material to the work. Aggregate stockpiles shall be built up in such a manner that acceptable materials will be delivered to the plant or the Project. Aggregates from different sources and different gradations shall not be stockpiled together. The gradation requirements, for the individual stockpiles and proportioning from the stockpiles, shall be the responsibility of the Contractor. Aggregates that have become segregated, or mixed with earth or other foreign material, shall be considered unacceptable, and will not be utilized in the work until Contractor causes aggregate piles to be integrated, and all foreign materials to be removed.

#### **109.18 – INSPECTION**

The City Engineer shall at all times have reasonable access and opportunity to inspect the Work. The Contractor will provide proper and safe access for all City and regulatory inspections. The City may maintain inspectors on the job site for the purpose of inspecting materials, equipment, Workmanship and conditions of Work. The Contractor shall notify the Field Services twenty-four (24) hours prior to:

- A) Pouring Concrete
- B) Covering Work
- C) Working on waterlines and
- D) At any other times required in the Special Provisions.

The Field Services office is open between 8:30 a.m. and 4:30 p.m., Monday through Friday and can be contacted at 297-3571.

It is the Contractor's responsibility to arrange for and complete all inspections required by the City's Building, Plumbing, Electrical, Mechanical, Fire and Zoning Codes.

The Contractor shall at any time remove and uncover such portions of the finished Work as may be

directed by the City Engineer.

- A) Should the Work prove acceptable, the cost of removing uncovering and restoring covered Work may be reimbursed to the Contractor. Payment may be paid as a Change Order.
- B) Should the Work prove unacceptable, the cost of removing uncovering and restoring covered Work shall be at the Contractor's expense.
- C) Any Work completed, covered up, or materials used without inspection by the City may be ordered uncovered, removed, replaced and covered at the Contractor's expense.

#### **109.19 – REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK**

All Work that has been rejected or condemned shall be removed and/or replaced at the Contractor's expense. The following items list causes for removal of Work:

- A) Work completed without lines and grades;
- B) Work performed beyond the lines or not in conformity with the grades shown in the Contract Documents;
- C) Work performed without proper inspection; and,
- D) any extra or unauthorized Work done without written authority of the City Engineer.

The City Engineer shall, after giving written notice to the Contractor, have the authority to cause defective Work to be remedied or removed and replaced or to cause unauthorized Work to be removed and to deduct the cost thereof from any compensation due or to become due the Contractor. If the City deems it inexpedient to correct defective or unauthorized Work, an equitable deduction from the Contract amount shall be made.

#### **109.20 – PUNCHLIST**

The Contractor shall notify the City Engineer once all work has been completed in accordance with the Contract Documents. Upon completion, the Contractor must schedule a final walk-through of the project with the City Engineer.

The Contractor is required to generate the punch list which contains all items of work identified during the final walk-through not in conformance with the Contract Documents. The punch list will identify the date of issue, the City's project number, the Contractor's name and will describe in detail, in numerical order, all items of work that require correction, repair or replacement. A "corrected" column will be incorporated on the punch list for date and initial by the City Engineer to verify the correction.

All items of work recorded on the punch list must be corrected, repaired or replaced prior to Final Acceptance of the project by the City.

#### **109.21 – FINAL INSPECTION**

The Contractor shall advise the City Engineer when the Work is completed and ready for Final Inspection. The City Engineer shall make Final Inspection of all Work included in the Contract or any portion thereof as soon as practicable after the Work is completed and ready for Acceptance. If the Work is not acceptable to the City Engineer at the time of such inspection, the Contractor shall be informed as to the particular defects to be remedied before Acceptance can be made.

#### **109.22 – FINAL CLEAN UP**

Upon completion of the Project and prior to final Acceptance by the City, the Contractor shall clean and remove from the Work site surplus, discarded materials, temporary structures, stumps or portions of trees and debris of any kind. The Contractor shall leave the Work site in a neat and orderly condition acceptable to the City. Waste materials removed from the Work site shall be disposed of at locations satisfactory to the City Engineer and in compliance with Federal, State and City requirements.

### **109.23 – CORRECTION OF WORK AFTER FINAL PAYMENT**

Neither the final certificate nor payment nor any provision in the Contract, Bonds or any other Contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, the Contractor shall remedy any defects due thereto and pay for any damage to other Work resulting there from, which shall appear within a period of one (1) year from the date of formal acceptance or duration of Maintenance Bond, whichever is longer, by the City. The City shall give notice of observed defects with reasonable promptness after discovery.

### **109.24 - FINAL ACCEPTANCE OF PRIVATE DEVELOPMENT PROJECTS**

For final acceptance of private development projects, the contractor in addition to successful completion of all work items, punch list items, final clean-up, and final inspection, must submit a completed copy of the test schedule with results of all tests and copies of all applicable test reports to the Field Services Division.

Failure to perform the required tests in compliance with these Standard Specifications and the test schedule will result in a penalty equal to three times the cost of each uncompleted test. The penalty amount for each uncompleted test will be based on the price under the City's annual testing contract.

## **SECTION 110 – LEGAL RELATION AND RESPONSIBILITY TO THE PUBLIC**

### **110.01 – LAWS TO BE OBSERVED**

The Contractor shall observe and comply with all Federal and State laws and regulations and all City Ordinances, Codes and regulations which in any manner affect the conduct of the Work. The Contractor shall observe and shall comply with all existing orders and decrees or which may be issued. No plea of misunderstanding or ignorance will be considered.

### **110.02 – PERMITS AND LICENSES**

The Contractor must secure, at its own cost, all permits, licenses and fees required by City ordinances, State statutes or Federal laws. Required permits, licenses and fees include, but are not limited to, building and other related permits, other fees, charges, taxes, licenses and inspections necessary for proper execution and completion of the Work. The Contractor is also required to give all notices necessary for the lawful prosecution of the work.

The Contractor must also secure, at its own cost, all certificates of inspection and occupancy that may be required by authorities having jurisdiction over the Work. No claims for delay may be made with reference to this section.

### **110.03 – PATENTED DEVICES, MATERIALS AND PROCESSES**

If the Contractor is required or desires to use any design, device, material or process covered by letters, patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor shall provide to the City Engineer a copy of any such agreement. The agreement shall be to the benefit of the City and the Contractor. The Contract prices shall include all royalties or costs arising from patents, trademarks and rights in any way involved in the Work.

### **110.04 – SANITARY PROVISIONS**

The Contractor shall establish and enforce policies and procedures in regard to cleanliness and disposal of garbage and waste. The Contractor will prevent the inception and spread of contagious or infectious diseases about the Work or any public or private property. The Contractor shall construct (secluded from public observation), maintain and ensure the use of necessary sanitary conveniences for the use of laborers on the Worksite.

### **110.05 – PUBLIC CONVENIENCE AND SAFETY**

The Contractor shall establish and implement safety measures, policies and standards conforming to those required or recommended by governmental authorities including, but not limited to, the requirements of the United States Occupational Safety and Health Act.

The Contractor shall take such special precautions for the safety of the Work and the traveling public as may be necessary, including, but not limited to, sheeting, bracing and thoroughly supporting the sides of any excavation and supporting and protecting any adjacent structures.

The Contractor shall not cause an obstruction to the traveling public. The Contractor shall, at the Contractor's own expense, make provisions for the diversion of traffic and the traveling public. The City reserves the right to remedy, at the Contractor's expense, any neglect on the part of the Contractor regarding the public convenience and safety upon twenty-four (24) hours written notice regarding failure to respond. In cases of emergency, the City shall have the right to remedy without notice, at the Contractor's expense.

### **110.06 – STREETS, ALLEYS, OR RIGHTS-OF-WAY**

Streets, lanes of streets, or alleys may be closed only upon the prior approval of the City Engineer. Should a street, lanes of streets, or alley closing be approved, the Contractor is responsible for notifying the following at least twenty-four (24) hours in advance of the closing. Notification by Fax is preferred.

	FAX #	Telephone #
Field Services	682-7067	297-3571
Traffic Engineer	297-3365	297-2531
Police Support Services	297-1718	297-1283
Fire Department	297-3329	297-3314
Emergency Operations Center	424-1609	297-2255

#### **110.06.01 – DETOURS**

The City Engineer may approve all detour routes during construction. The Contractor shall provide and maintain all detour routes, signs and devices which shall conform to the requirements of the "Manual on Uniform Traffic Control Devices."

#### **110.06.02 – OCCUPYING STREETS, ALLEYS, RIGHT OF WAY OR CITY PROPERTY**

- a) During Work the Contractor will be allowed to occupy such portions of streets, alleys, rights-of-way or City Property as provided for in the ordinances of the City, the Contract Documents or as allowed by the City Engineer. The City Engineer may approve a reasonable amount of tools, materials and equipment for construction, which may be stored in such space but not more than is necessary to avoid delay in the construction. Streets, alleys, rights-of-way and/or City property shall be free and unobstructed at all times unless otherwise approved by the City Engineer, including, but not limited to, excavated and waste materials, stored materials, equipment, etc. Other Contractors of the City may, as required by their Contracts, enter the Project. The Contractor shall provide other City Contractors all reasonable access and assistance for the performance of the adjoining Work. Any additional Project area desired by the Contractor shall be acquired at the Contractor's expense. The Contractor while in control of the project site shall maintain the site to be clean of trash and weeds or grass to be cut or mowed, acceptable to the City Engineer, at a minimum of every two weeks.

#### **b) USE OF CITY LAND & PROPERTY FOR STORAGE OR STAGING OPERATIONS ON PUBLIC CONSTRUCTION PROJECTS:**

The Contractor must obtain the prior written approval of the City Engineer to utilize any City property, easement, or right-of-way outside of the project site for construction storage or staging

operations during the performance of public construction projects. Additionally, approval by the Director of the Parks and Recreation Department must be obtained prior to utilizing City park property.

The Contractor must request such approval by written correspondence. The correspondence must include a description of the requested storage or staging activity and a brief description of the property with a location map (aerial/topographic/pictures/diagrams) of the specific area for which the request is being made.

The City Engineer with the Director of Parks and Recreation, where applicable, is authorized to grant permission and to negotiate and establish the consideration received by the City. Construction storage includes storage of construction materials, excavation materials, equipment, and vehicles to the extent and upon the conditions set by the City Engineer; provided all materials, equipment and vehicles must be removed upon completion of the project and all reparations and restoration of the property must be completed within ten working days of the completion of the project. This policy does not authorize the use of City property, easement, or right-of-way for private projects.

If approval is granted, the following requirements shall be adhered to by the Contractor:

1. No vehicular traffic or stockpiling of equipment, soil or other materials within the drip line of mature trees or within five (5) feet of the water pan for young trees. The drip area of trees is to be protected by a safety fence.
2. Unless otherwise directed, the Contractor shall repair disturbed land with approved slab sod on top of a prepared subgrade. Random excavation material will not be allowed in lieu of topsoil. The Contractor shall be responsible for watering the sod until approved growth has been established to the satisfaction of the City Engineer.
3. Approval by the Director of the Parks and Recreation Department shall be received prior to all tree trimming. Trees shall be trimmed by a licensed tree serviceman approved by the Director of the Parks and Recreation Department. The Contractor shall pay the cost of tree.
4. Contractor shall restrict all construction operations to occur within the boundary of "planned construction limits". No staging or parking will be allowed outside of the planned construction limits. Any variance to the construction limits must be approved by the City Engineer.
5. Total area required for staging (including parking of all contractor equipment, material storage, employee parking, job shack, etc.) must be secured by fencing for the protection of park uses outside of the staging area and to clearly delineate the approved area.
6. Construction or equipment fluids must not be drained onto the ground. Any resulting spills must be completely mitigated by removing the contaminated soil, replacement with quality top soil, and completely solid slab sodded.
7. The area inside of the "staging area" must be regularly maintained by the contractor. This means all litter must be picked up and removed, kept from encroaching out onto the park, and the area mowed and trimmed as necessary.
8. Any storage of dirt should be protected by silt fence.
9. Any gravel storage areas must be completely cleaned of any gravel debris so that none remains to become projectiles from mowing/ trimming activities.

Any disturbed areas (equipment parking areas, haul roads, storage areas, etc.) must be disked to a depth of 8 inches to alleviate compaction and completely solid slab sodded. No seeding, sprigging, or hydro-mulching will be allowed. Newly sodded areas must be completely watered in and viable upon inspection prior to turning back over to the City.

### **110.06.03 – BARRICADES AND WARNING SIGNS**

Where Work is performed adjacent to or on any street, alley, right-of-way, or public place the Contractor shall at its own expense, furnish, erect and maintain barricades, fences, lights, warning signs and signals. The Contractor shall provide such flagman or watchmen and take such other precautionary measures for the protection of persons or property and of the Work as may be necessary. A sufficient number of barricades shall be erected to keep pedestrians and vehicles from entering on or into the Project. From sunset to sunrise, the Contractor shall furnish and maintain at least one operating light on each barricade. All devices shall also be in conformance with the "Manual on Uniform Traffic Control Devices."

The Contractor shall provide a twenty-four (24) hour phone number to the City's Emergency Operations Center and to the Field Services Division to be used for notification to promptly repair signs, barricades, other warning or control devices. Failure to comply with these requirements may result in the issuance of a Stop Work Order until the deficiencies are corrected.

The City reserves the right to remedy any neglect on the part of the Contractor regarding the public convenience and safety, upon twenty-four (24) hour written notice. In cases of emergency, the City shall have the right to remedy without notice at the Contractor's expense.

### **110.07 – RAILWAY CROSSINGS**

When the Project encroaches upon any railway right-of-way, the City will secure for the Contractor all the necessary Contracts and/or easements of authority to enter upon such right-of-way for the prosecution and completion of the Project. If the Project area is occupied by railway tracks, the Work shall be carried on in such manner as not to interfere with the railway operation. Where railway tracks are to be crossed, the railway company, may construct the necessary bridges, trestles, cribs or other structures for the safe operation of trains or cars across any excavation during the time or construction of the Work. The cost of the construction of such bridges, trestles, cribs or other structures shall be paid to the railway company by the Contractor. This cost shall include the necessary cost of any supervision or other incidental expenses that may be required by the railway company while the Work is in progress on the right-of-way of the railway company. The Contractor submitting a Bid shall take all railway coordination costs into consideration.

The Contractor shall coordinate and cooperate with the City and Railway in all ways possible to complete the Project. In case of delay due to the railway coordination, only an extension of time may be considered.

### **110.08 – USE OF EXPLOSIVES**

Should the Contractor elect to use explosives for any purpose in the prosecution of the Work, all affected or concerned City departments and all utility companies shall review the type of explosive to be used and proposed use.

Prior to any blasting, the Contractor shall receive written permission of the City Fire Marshall and the City Engineer. Written permission shall not be issued until the Contractor obtains a release from all utility companies. Prior to any use of explosives, the Contractor shall notify the proper representative of all utility companies having service connections within the area. This notification shall include the date, time and location.

The City Fire Marshall and the City Engineer may require detailed information on all progress toward the use of explosives and may require additional safety precautions.

All precautions shall be taken by the Contractor as required by the City and the State relative to use of explosives. Necessary provisions shall be made for the protection of the Project. All use of explosives shall be conducted to protect persons or property. The Contractor shall keep only sufficient quantities of explosives necessary for the immediate day's Work on hand. Storage of explosive devices shall be



done strictly in compliance with applicable laws, industry standards and/or as directed by the City Engineer.

#### **110.09 – PROTECTION AND RESTORATION OF PROPERTY**

The Contractor shall not enter upon private property for any purposes without first obtaining permission from the property owner. The Contractor shall be responsible for the preservation of public or private property. The Contractor shall use every precaution necessary to prevent damage to all trees, fences, culverts, bridges, pavements, driveways, sidewalks, etc., and to all water, sewer, gas or electric lines or appurtenances thereof and to all other public or private property along or adjacent to the Work. The Contractor shall notify the proper representatives of any public utility, any company or any individual not less than twenty-four (24) hours in advance of any Work which might damage or interfere with the operation of their property, along or adjacent to the Work. The Contractor shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect or misconduct in the manner or method of executing the Work. The Contractor shall be responsible for the non-execution of the Work and any time due to defective Work or materials and said responsibility shall not be released until the Work is completed and accepted. When and where any direct or indirect damage or injury is done to public or private property on account of any act, omission, neglect or misconduct in the execution of the Work the Contractor shall restore the property at the Contractor's expense.

The Contractor shall be responsible for the consequence of the non-execution of the Contract and shall restore at the Contractor's own expense such property to a condition similar or equal to that existing before such damage or injury was done. The Contractor shall repair, rebuild or otherwise fix the property as may be directed, or the Contractor shall make good such damage for injury in an acceptable manner.

In case of the failure on the part of the Contractor to restore such property or make good such damage or injury, the City Engineer may, upon forty-eight (48) hours written notice, under ordinary circumstances, proceed to restore such property. The City Engineer may without notice restore such property when a nuisance or hazardous condition results. The cost for the City's Work will be deducted from any monies due or to become due the Contractor under the Contractor's Contract.

#### **110.10 – PROTECTION AND PRESERVATION OF LAND MONUMENTS AND PROPERTY LINE MARKS**

The Contractor shall protect carefully from disturbance or damage all land monuments and iron pins or other markers that establish property or street lines. Where such monuments or markers must, of necessity, be disturbed or removed in the performance of the Contract, the Contractor shall first give ample notice to the City Engineer, so replacement of such monuments or markers may be witnessed or referenced by the City Engineer. Should the Contractor disturb, remove or damage any established land monument or property or street line mark without first giving the City Engineer ample notice, the City Engineer may deduct the cost of re-establishing such monuments or marks from any monies due or to become due the Contractor.

#### **110.11 – RESPONSIBILITY FOR DAMAGE CLAIMS**

The Contractor and the Contractor's Surety shall defend, indemnify and save harmless the City and any applicable Trusts and all its officers, agents and employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property by or from the said Contractor or employees or by or in consequence of any negligence in safe-guarding the Work or through the use of unacceptable materials in constructing the Work or by or on account of any act or omission, neglect or misconduct of the Contractor or by or on account of any claim or amounts recovered by an infringement of patent, trademark or copyright, or from any claims or amounts arising or recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree and so much of the money due the said Contractor under and by virtue of the Contractor's Contract as shall be considered necessary by

the City may be retained for the use of the City or in case no money is due, the Contractor's Surety shall be held until such suits or suit, action or actions, claim or claims, for injury or damage as aforesaid shall have been settled and satisfactory evidence to that effect furnished to the City. Provided, however, the Contractor need not release, defend, indemnify or save harmless the City of Oklahoma City or their officers, agents and employees, from damages or injuries resulting from the sole negligence of the officers, agents or employees of the City of Oklahoma City.

### **110.12 – CONTRACTOR'S CLAIM FOR DAMAGES**

Should the Contractor claim compensation for any alleged damage by reason of the acts or omissions of the City, he shall within ten (10) days after the sustaining of such damage, make a written statement to the City Engineer setting out in detail the nature of the alleged damage. On or before the 25th day of the month succeeding that in which any such damage is claimed to have been sustained, the Contractor shall file with the City Engineer an itemized statement of the details and amount of such damage and upon request shall give the City Engineer access to all books of account, receipts, vouchers, bills of lading and other books or papers containing any evidence as to the amount of such damage. Unless such statement shall be filed as thus required, the Contractor's claim for compensation shall be waived and he shall not be entitled to payment on account of any such damage.

### **110.13 – PUBLIC UTILITIES AND PUBLIC PROPERTY TO BE CHANGED**

The Contractor shall not prevent free access to all utilities or emergency devices, services and access. The cost of adjusting water mains or services to grade shall be included in the Bid prices except where a specific item for this Work is included in the Bid.

An effort has been made to locate and show on the Plans, existing utilities. Should the Contractor encounter any utilities whether or not shown on the Plans, it will be the Contractor's responsibility to protect the liens during construction. If there is any interference from alignment or elevation, it will be the responsibility of the Contractor to have these utilities relocated to permit construction to continue. All necessary relocation or adjustment of utilities will be accomplished without expense to the Contractor except when otherwise provided in the Special Provisions or included in the Project. The Contractor shall be required to coordinate the Contractor's Work with that of the utility companies or the City so that the relocation or adjustment of utilities and the Work on the Project can proceed in an orderly and timely manner. Any damage to new or existing utilities or other facilities on the Project site shall be repaired by the Contractor in accordance with the provisions of the Contract or as directed by the City Engineer. No additional payment will be allowed for such Work. It shall be the responsibility of the Contractor to be fully informed as to the extent of the limits of the Work to be performed by other Contractors of the City and to coordinate this Work with them. Should there be any conflicts as to the limits or staging of the Work, the matter shall be presented to the City Engineer or representative and any decision thereon shall be final.

Traffic signals and appurtenances are not located by the OKIE one-call system. Contractors must call 297-2648.

### **BEFORE YOU DIG CALL OKIE.**

How to use CALL OKIE.

1. Contractor dials CALL OKIE CENTER.
2. Operator at center records necessary information, tells caller who will be notified and gives caller the Locate Request Number.
3. Locate Request message is transmitted by computer to owners of utilities.
4. Location of facilities is marked at site by owners:

Statewide	1-800-522-6543
Out-of-state	1-800-654-8249
Local - Oklahoma City	1-405-840-5032

#### **110.14 – TEMPORARY SEWER AND DRAIN CONNECTIONS**

When existing sewers have to be taken up or removed the Contractor at the Contractor's own expense, shall provide and maintain temporary outlets and connections for all private or public drains, sewers or sewer inlets. The Contractor shall take care of all sewage and drainage that will be received from these drains, sewers and sewer inlets; and for this purpose the Contractor shall provide and maintain at the Contractor's expense, adequate pumping facilities and temporary outlets or diversions. The Contractor shall construct such trough, pipe or other structures necessary and be prepared at all times to dispose of drainage and sewage received from these temporary connections until such time as the permanent connections are built and in service. The existing sewers and connections shall be kept in service and maintained under the Contract, save where specified or ordered to be abandoned by the City Engineer. All water or sewage shall be disposed of in a satisfactory manner so that no nuisance is created and that the Work under construction will be adequately protected.

#### **110.15 – ARRANGEMENT AND CHARGE FOR WATER FURNISHED BY THE CITY**

If the Contractor desires to use City water, the Contractor shall pay the rate established by City ordinance for such service and shall make complete and satisfactory arrangements with the City Water Department for so doing. Meters will be used and the Contractor shall deposit the cost of the water meter with the Water Department and will pay for all repairs and maintenance of the meter for the period which he has the meter in the Contractor's possession.

#### **110.16 – USE OF FIRE HYDRANTS**

The Contractor or employees shall not open, turn off, interfere with, attach pipe or hose to, or connect anything with any fire hydrant, stop valve, or stop cock or tap any water main belonging to the City, unless duly authorized to do so by the Water Department.

#### **110.17 – USE OF A SECTION OR PORTION OF THE WORK**

Whenever, in the opinion of the City Engineer, any portion of the Work or any structure is in suitable condition, the suitable portion may be put into use by the written order of the City Engineer. Such usage shall not be held to be in any way Acceptance of said Work or structure or any part thereof. The usage of a portion of the Work in use is not a waiver of any of the provisions of these Specifications of Contract. Pending Final Acceptance of the Work, all necessary repairs and renewals on any section of the Work so put into use due to defective material or Workmanship, to natural causes other than ordinary wear and tear or to the operations of the Contractor, shall be performed by and at the expense of the Contractor.

#### **110.18 – CONTRACTOR'S RESPONSIBILITY FOR THE WORK**

##### **110.18.01 – GENERAL**

Until Final Acceptance by the City, the Work shall be under the charge and care of the Contractor. The Contractor shall take every necessary precaution to prevent injury or damage to the Work or any part thereof by the action of the elements or any other cause whatsoever, whether arising from the execution or non-execution of the Work. The Contractor shall at the Contractor's own expense rebuild, repair, restore and make good all injuries or damage to any portion of the Work occasioned by any of the foregoing causes before Final Acceptance of the Work by the City.

##### **110.18.02 – SAFETY AND OSHA RULES AND REGULATIONS**

All work shall be done in conformance with applicable Occupational Safety and Health Administration (OSHA) Rules and Regulations.

#### **110.19 – PERSONAL RESPONSIBILITY OF PUBLIC OFFICIALS**

In carrying out any of the provisions contained herein or in exercising any power or authority granted to him by the Contract, there shall be no liability upon the City Engineer or authorized assistants, either

personal or as officials of the City, it being understood that in such matters he acts as the agent and representative of the City.

#### **110.20 – WAIVER OF LEGAL RIGHTS**

Inspection by the City Engineer or by any of his duly authorized representatives, any order, measurement, or certificate by the City Engineer, any order by the City for the payment of money, any payment for or Acceptance of any Work or any extension of time or any possession taken by the City, shall not operate as waiver of any provisions of the Contract or any power therein provided. Any waiver of any breach of Contract shall not be held to be a waiver of any other or subsequent breach. The City reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet the requirements of the Contract and Specifications. The City reserves the right to claim and recover by process of law sums as may be sufficient to correct any error or errors or make good any deficiency in the Work resulting from such error or deficiency, dishonesty or collusion discovered in the Work after the final payment has been made.

#### **110.21 – INDEMNIFICATION**

The Contractor shall indemnify, defend and save harmless the City and any participating public trust from any and all losses, expenses, costs, damages, penalties, or any injuries, including death, directly or indirectly resulting from acts or omissions of the Contractor and its agents, employees, and subcontractors and/or from any penalties for violation of any law, ordinance or regulation by the Contractor and its agents, employees, and subcontractors. The presence of or inspections by employees or agents of the City and or participating public trust shall not limit, affect, waive, release, or extinguish any duty, obligation, or responsibility of the Contractor. The obligations imposed by this paragraph shall not be limited, affected, waived, or extinguished by any obligation to provide insurance or by the provision or procurement of insurance.

#### **110.22 – CONTRACTOR'S INSURANCE**

(a) During the entire term of the Contract (from the approval of the Contract to the final acceptance of the fully completed project by formal action of the City) and for such additional period thereafter as specifically required herein, the Contractor shall provide, pay for, and maintain the following types of insurance:

(i) Worker's Compensation. The Contractor must maintain, during the term of the Contract, Worker's Compensation Insurance as prescribed by the laws of the State of Oklahoma, and Employer's Liability Insurance for all of its employees at the project sites. If any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all the subcontractor's employees at the project sites, unless such employees are covered by the insurance purchased by the Contractor. In the event any class of employees engaged in work performed under the Contract or at the project sites are not protected under such insurance heretofore mentioned, the Contractor shall provide or shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.

(ii) Commercial General Liability Insurance. Contractor shall carry a policy of commercial general liability insurance. If the Contractor's Commercial General Liability coverage is written in a "claims-made" form, Contractor shall also provide tail coverage that extends a minimum of two years from the expiration of this Contract.

(iii) Automobile Liability Insurance. The Contractor shall maintain insurance coverage

as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

(b) The Contractor must carry and maintain the required insurance policies and may not canceled, fail to be renewed, nor decrease its limits without 30 days written notice to the City and any participating public trust. The Contractor must provide properly executed Certificates of Insurance evidencing insurance coverage as required by the Contract for this project. The Certificates of Insurance must specifically state the project number and description. An authorized representative of the insurance companies listed on the Certificates of Insurance must sign the Certificates. The Contractor must attach to the Certificates of Insurance such documentation as will demonstrate the authority of the insurance agent to sign the Certificates. Additionally, the Contractor must provide a covenant from the insurance agent that the insurance agent will provide to the City and any participating public trust 30 days advanced written notice prior to any cancellation, lapse, reduction, limitation, or non-renewal of any insurance coverage or policy required for this project. The Contract will provide the Certificates of Insurance to the City with its signed Contract and Bonds. The City Engineer will not issue Notice to Proceed and the Contractor may not commence work or occupancy of the project sites until the required Certificates of Insurance have been received and verified, however, working days may commence and may accrue or be accruing pending presentation of the required insurance certificates and documentation and the effectuation of the required insurance coverage. Certificates of Insurance must be standard industry forms, such as ACORD, or in the form included in these specifications.

(c) The minimum liability coverage for each liability and each property insurance policy shall not be less than the greater of the following amounts: (i) \$1,000,000, (ii) the cumulative maximum liability limit for the City and each participating public trust under the Governmental Tort Claims Act (51 O.S. §§151 et seq.), or (iii) the minimum amount required by the Contractor's prequalification classification. All liability and property policies as to which the City is not a named insured must, to the extent allowed by law, provide an endorsement or appropriate coverage language to make the City and any participating public trust "additional insureds." The required policies of insurance must be enforceable in Oklahoma and will be construed in accordance with the laws of the State of Oklahoma.

(d) In the event of a reduction in any aggregate insurance coverage or limits below the coverage required by this specification, the Contractor shall take immediate steps to have the full amount of the required insurance coverage reinstated. If at any time the City requests a written statement from the insurance company(s) as to any impairments to the aggregate coverage or limits, the Contractor hereby agrees to promptly authorize and have delivered to the City such statement. The Contractor shall remove or cover any impairment to insurance coverage as soon as known to it. The Contractor authorizes the City to confirm with the Contractor's insurance agents, brokers, surety and insurance carriers all information necessary to confirm or evidence the Contractor's compliance with bonding and insurance requirements. The Contractor's insurance coverage shall be primary to any insurance or self-insurance program carried by the City or any participating public trust.

(e) Any deductibles or self-insured retentions in excess of \$25,000, or any other risk-management scheme other than a fully insured program of commercial general liability and automobile liability insurance must be declared by the Contractor prior to contract award and must be addressed to the satisfaction of the City and any participating public trust in advance of contract award. At the option of the City and any participating public trust, the Contractor may be required to: (1) reduce or eliminate such deductibles or to establish self-insured retentions with respect to the liability coverage for the City and any participating public trust, or (2) procure and provide a bond or irrevocable letter of credit guaranteeing payment to the City and any participating public trust for claims, losses, expenses, and

other related costs of investigations, claims administration, and defense expenses not otherwise covered by Contractor's insurance because of deductibles or self-insurance retentions, or (3) provide owner's protection liability coverage with the City and any participating trust as the named insureds, for the commercial general liability requirement, in a combined single-limit bodily injury and property damage amount of One Million Dollars (\$1,000,000.00).

(f) All insurance policies shall be issued by insurance companies licensed and authorized to do business in Oklahoma with an A.M. Best rating of A- VII or better. The Contractor must timely provide to the City certified, true, and exact copies of all insurance policies required for this project whenever requested by the City. In addition, Contractor must require each insurance company that issues a certificate of insurance to the City to provide a copy of the policy to the City upon request.

### **110.23 – BUILDER'S RISK INSURANCE**

On all building projects the successful bidder will provide Builder's Risk Insurance (all risk coverage for building or facility construction and renovation projects). The Contractor shall procure and shall maintain, during the term of the Contract, builder's risk insurance (broad form coverage, including theft, fire coverage on building construction or renovation) in the amount of one hundred percent (100%) of the construction cost. Such insurance shall remain in effect until 11:59 p.m. on the date of final acceptance of the entire fully completed project by formal action of the City, whether or not the project is substantially completed or whether or not the building or some part thereof is occupied in any manner prior to final formal acceptance. The Contractor shall be named as insured and the City and any participating public trust (as their interests may appear) shall be named as additional insureds. The coverage shall provide protection for the Contractor, the City, and any participating public trust, respectively, against property damage and damage claims which may arise from activities, omissions, or operations by the Contractor or its subcontractors under the Contract and also against any of the special hazards which may be encountered by the Contractor or its subcontractors in the performance of the Contract. Neither the Contractor nor any of its subcontractors, employees, or agents shall commit any act, operation, or omission that would vitiate, invalidate, or impair the insurance coverage hereunder. The insurance coverage must also include all stored materials, supplies, and equipment when stored off site.

### **110.24 – LIENS**

Neither the final payment or any part of the retained percentage shall become due until the Contractor, if required, delivers to the City a complete release of all liens arising out of this Contract. The Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a Bond satisfactory to the City, to indemnify him against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all monies that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

## **SECTION 111 – PROSECUTION AND PROGRESS**

### **111.01 – SUBLETTING OF WORK**

The City will not recognize any subcontractor on the Work. The Contractor shall not employ any subcontractor on the Work without prior written approval of the City Engineer. The Contractor shall at all times when Work is in operation be represented either in person or by a qualified superintendent or other qualified designated representative. If the Contractor sublets any part of the Work the Contractor will not, under any circumstances, be relieved of the Contractual responsibility and obligations. All communication of the City Engineer shall be with the Contractor. Subcontractors will be considered only in the capacity of employees or Workmen and shall be subject to the same requirements as to character and competency of the Contractor.

## **111.02 – ASSIGNMENT OF CONTRACT**

The Contractor shall not assign, transfer, convey or otherwise dispose of the Contract or right, title or interest in or to the same or any part thereof without the previous consent of the City Engineer in writing, approved by the Council and concurred in by the Surety. If the Contractor does, without such previous consent, assign, transfer, convey, sublet or otherwise dispose of the Contract or of the Contractor's right, title or interest therein or any part thereof to any person or persons, partnership, company, firm, or corporation, or by bankruptcy, voluntary or involuntary, or by assignment under the insolvency laws of any state, attempt to dispose of the Contract or make default in or abandon said Contract, then the Contract may, at the option of the City, be revoked and annulled unless the Surety shall successfully complete said Contract and any monies due or to become due under said Contract shall be retained by the City as liquidated damages for the reason that it would be impracticable and extremely difficult to fix the actual damages.

## **111.03 – PROSECUTION OF WORK**

### **111.03.01 – GENERAL**

The Contractor shall perform the Work under the Contract within the time limit stated in the Notice to Proceed, Bid and Contract and shall conduct the Work in such a manner and with sufficient equipment, materials and labor as is necessary to insure its completion within the time limit set forth in the Advertisement, Bid and Contract. The sequence of all construction operations shall at all times be as directed by or approved by the City Engineer. Should the prosecution of the Work for any reason be discontinued by the Contractor, he shall notify the City Engineer at least twenty-four (24) hours in advance of resuming operations.

### **111.03.02 – PROJECT SCHEDULE**

As directed by the Engineer, the Contractor shall furnish the Engineer with a tentative schedule, in Microsoft Project, Excel, Primavera, or any other format, setting forth in detail the procedure he proposes to follow, and giving the dates on which 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, or extension thereof made as herein provided. The schedule shall be updated monthly by the Contractor and submitted to the Engineer for review and approval. Failure to provide monthly updates (or as directed by the Engineer) to the schedule will result in a delay of processing the payment until the update is received, reviewed and accepted.

Before work begins, the Contractor shall prepare a project schedule and submit the same to the City for approval. The project schedule shall be submitted at the time of pre-work conference. This project schedule shall show the order in which the Contractor proposes to build all items of work included in the contract. After approval of the project schedule, the Contractor shall notify the City of his intent to start each of the various portions of the work included in the project schedule not less than seven (7) days prior to commencement thereof.

## **111.04 – LIMITATION OF OPERATIONS**

The Contractor shall conduct his Work so as to create a minimum amount of inconvenience to the public. At any time when in the judgment of the City Engineer the Contractor has obstructed or closed or is carrying on operations on a greater portion of the street or public way than is necessary for the proper execution of the Work, the City Engineer may require the Contractor to finish the section on which Work is in progress before Work is started on any additional section.

## **111.05 – CHARACTER OF WORKMEN AND EQUIPMENT**

The Contractor shall employ such Superintendents, Foremen and workmen as are careful and competent. The City Engineer may demand the dismissal of any person or persons employed by the Contractor, in, about or on the Work who misconducts himself, or to be incompetent or negligent in the

proper performance of his or their duties. Neglect or refusal to comply with the directions of the City Engineer may result in the dismissal of the employee. Such person or persons shall not be employed on City Work again without the written consent of the City Engineer. Should the Contractor continue to employ or again employ such person or persons without the written consent of the City Engineer, then the City Engineer may withhold all monies which are or may become due or may suspend the Work until such orders are complied with.

All employees shall have sufficient skill and experience to properly perform the Work assigned them. All employees engaged on special Work or skilled Work or in any trade shall have sufficient experience in such Work to properly and satisfactorily perform it and operate the equipment involved and shall make due and proper effort to execute the Work in the manner prescribed in these Specifications. Otherwise, the City Engineer may take action as above prescribed.

In the employment of labor, preference shall be given, other conditions being equal, to bona fide residents of the City of Oklahoma City, but no other preference or discrimination among citizens of the United States shall be made.

The Contractor shall furnish such equipment as is considered necessary for the prosecution of the Work in an acceptable manner and at a satisfactory rate of progress. All equipment, tools and machinery used for handling materials and executing any part of the Work shall be subject to the approval of the City Engineer and shall be maintained in a satisfactory Working condition. Equipment on any portion of the Work shall be such that no injury to the Work or adjacent property will result from its use.

#### **111.06 – DAY'S WORK AND WORKING HOURS**

Work shall be done only during regular and commonly accepted and prescribed working hours. No Work shall be done nights, Saturdays, Sundays or regular holidays unless a special order or Permit is given by the City Engineer to do so. Eight (8) hours shall constitute a day's Work and the Contractor shall observe all State laws and City ordinances governing the hours of Work.

#### **111.07 – TIME OF COMMENCEMENT AND COMPLETION**

If the satisfactory execution and completion of the Contract should require Work or materials in greater amount or quantities than those set forth in the Contract, then the Contract time may be increased by the City Engineer. No allowance shall be made for delays or suspensions of the prosecution of the Work due to the fault of the Contractor.

The Contractor shall perform the Work within the time specified in the Notice to Proceed, Bid and Contract and the rate of progress shall be such that the whole Work will be performed and the premises cleaned up in accordance with the Contract, Plans and Specifications within the time limit, where such time limit is stated in the Notice to Proceed, Bid and Contract, unless an extension of time be made in the manner hereinafter specified.

#### **111.08 – EXTENSION OF TIME OF COMPLETION**

The Contractor shall be entitled to an extension of time, as provided herein only when claim for such extension is submitted to the City Engineer in writing by the Contractor within seven (7) days from and after the time when any alleged cause of delay occurs. Only when such claim is approved by the City Engineer and the Council or Contracting Public Entity. In adjusting the Contract time for the completion of the Projects, all strikes, lockouts, unusual delays in transportation or any condition over which the Contractor has no control and also any suspensions ordered by the City Engineer for causes not the fault of the Contractor, shall be excluded from the computation of the Contract time for completion of the Work. If the satisfactory execution and completion of the Contract should require Work or materials in greater amount or quantities than those set forth in the Contract, then the Contract time shall automatically be increased in the same proportion as the cost of the additional Work contracted for. No allowance shall be made for delays or suspension of the prosecution of the Work due to the fault of the



Contractor.

**111.09 – FAILURE TO COMPLETE WORK ON TIME**

The time of completion is of the essence of the Contract. For each Working Day that any Work shall remain uncompleted after the time agreed upon in the Bid and the Contract, or as automatically increased by additional Work or materials ordered after the Contract is signed, or the increased time granted by the City for the completion of said Work, the sum per day given in the following schedule, unless specified otherwise in the Bid or Special Provisions, will be deducted from the monies due the Contractor, not as a penalty but as liquidated damages.

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Amount of Contract	Minimum Amount of Liquidated Damages per Day
Less than \$100,000	\$300.00
\$100,000 and less than \$1,000,000	\$400.00
\$1,000,000 and over	\$500.00 or up to 0.052% of the contract price per day

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The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty but should be deemed, taken and treated as reasonable liquidated damages since it would be impracticable and extremely difficult to fix the actual damages.

**111.10 – TEMPORARY SUSPENSIONS**

The City Engineer shall have the authority to suspend the Work wholly or in part for such period or periods as he may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the suitable prosecution of the Work.

If it should become necessary to stop Work for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily nor become damaged in any way and he shall take every precaution to prevent damage or deterioration of the Work performed and shall provide suitable drainage about the Work and erect temporary structures where necessary.

The Contractor shall not suspend Work without written authority from the City Engineer and shall proceed with the Work promptly when notified by the City Engineer to resume operations.

**111.11 – SUSPENSION OF WORK AND ANNULMENT OF CONTRACT**

The issuance of a Stop Work Order shall not act to defer or suspend counting Working Days for the Project. The Work or any portion of the Work under Contract shall be suspended, immediately, on written order of the City Engineer or the City Council, a copy of such notice to be served upon Contractor's Surety, or the Contract may be annulled by the City Council, for any good cause or causes, among others of which special reference is made to the following:

- A) Failure of the Contractor to start the Work within the time limit specified.
- B) Substantial evidence that the progress being made by the Contractor is insufficient to complete the Work within the specified time.
- C) Failure of the Contractor to provide sufficient and proper equipment for properly executing the Work.
- D) Deliberate failure on the part of the Contractor to observe any requirements of these Specifications or to comply with any orders given by the City Engineer, as provided for in these

Specifications.

- E) Failure of the Contractor promptly to make good any defects in materials or Workmanship or any defects of any other nature, the correction of which has been directed in writing by the City Engineer.
- F) Substantial evidence of collusion for the purpose of illegally procuring a Contract or perpetrating fraud on the City in the construction of Work under Contract.

When Work is suspended for any one of the causes itemized above, or for any other cause or causes, the Contractor shall discontinue the Work or such part thereof as the Council shall designate, whereupon the Surety may, at its option, assume the Contract or that portion thereof which the Council has ordered the Contractor to discontinue and may perform the same or may, with the written consent of the City Engineer, approved by the Council, sublet the Work or portion of the Work so taken over; provided, however, that the Surety shall exercise its option, if at all, within two (2) weeks after the written notice to discontinue Work has been served upon the Contractor and upon the Surety or its authorized agent. The Surety, in such event, shall assume the Contractor's place in all respects and shall be paid by the City for all Work performed by it in accordance with the terms of the Contract and, if the Surety, under the provisions hereof, shall assume said entire Contract, all monies remaining due the Contractor at the time of the Contractor's default shall thereupon become due and payable to the Surety as the Work progresses, subject to all the terms of the Contract.

In the event the Surety does not, within the time herein before specified, exercise its right and option to assume the Contract, or that portion thereof which the Council has ordered the Contractor to discontinue, then the City shall have the power to complete by Contract or otherwise as it may determine, the Work herein described, or such part thereof as it may deem necessary and the Contractor hereby agrees that the City shall have the right to take possession of and use any of the materials, plant, tools, equipment, supplies and property of every kind provided by the Contractor for the purpose of the Contractor's Work and to procure other tools, equipment and materials for the completion of the same and to charge to the account of the Contractor the expense of said Contract for labor, materials, tools, equipment and expenses incident thereto. The expense so charged shall be deducted by the City out of such monies as may be due or may at any time thereafter become due the Contractor under and by virtue of the Contract or any part thereof. The City shall not be required to obtain the lowest Bid for the Work of completing the Contract but the expense to be deducted shall be the actual cost of such Work. In case such expense is less than the sum which would have been payable under the Contract, if the same had been completed by the Contractor, the balance shall operate as liquidated damages, as herein above set out. In case such expense shall exceed the amount which would have been payable under the Contract, if the same had been completed by the Contractor then the Contractor and the Contractor's Surety shall pay the amount of such excess to the City on notice from the Council of the excess so due. When any particular part of the Work is being carried on by the City by Contract or otherwise under the provisions of this section, the Contractor shall continue the remainder of the Work in conformity with the terms of the Contract and in such manner as in no wise to hinder or interfere with the performance or Workmen employed as above provided by the City.

#### **111.12 – TERMINATION OF CONTRACT**

The Contract will be considered fulfilled, save as provided in any Bond or Bonds or by law, when all Work has been completed, the Final Inspection made by the City Engineer and Final Acceptance and final payment made by the City.

#### **111.13 - PROJECT CLOSE-OUT (FOR BUILDING/FACILITY PROJECTS ONLY):**

Prior to final formal acceptance and release of retainage by the awarding public agency, the Contractor shall deliver to the Owner via the Architect/Engineer three copies of a neatly bound Operations and

Maintenance manual organized in a manner corresponding to the Division within the Specifications and containing the following information:

- a. A Directory containing the firm name of each subcontractor and material supplier on the project, subcontractor's and material suppliers address, telephone number, and representative to contact for repair and/or maintenance.
- b. A copy of the Architect/Engineer's Color and Finish Schedule with any subsequent revisions duly noted. Information must include project manufacturer's name, style name and product number, for all paints, flooring and other finish products used on the project.
- c. Guarantees, warranties and/or operating instructions for materials, equipment, or installations as required by other Divisions of the Specifications.

## **SECTION 112 – MEASUREMENT AND PAYMENT**

### **112.01 – MEASUREMENT OF QUANTITIES**

The determination of quantities of Work acceptably completed under the terms of the Contract, as directed by the City Engineer in writing, will be made by the City Engineer based on measurements taken by the designated representative. These measurements will be taken according to the United States Standard Measurements. When materials are measured in the vehicle, the measurement will be taken at the point of delivery. When required by the City Engineer, the capacity of all vehicles shall be plainly marked on each vehicle and the capacity or markings shall not be changed without the permission of the City Engineer.

### **112.02 – SCHEDULE OF VALUES (FOR LUMP SUM CONTRACTS ONLY)**

Contractor will submit schedule of Unit Prices of various parts of the Work within ten (10) days after the Contract is awarded. Schedule shall be a complete breakdown of labor and materials required for the job showing quantities and Unit Prices, the whole aggregating the total sum of the Contract. The City Engineer will furnish the Contractor a list of the certain items on which Unit Prices and quantities are desired which will be included in this schedule. This schedule, when approved by the City Engineer, shall be used as a basis for monthly payments to the Contractor. In applying for payments, the Contractor's statement shall be broken down in conformity with this schedule.

### **112.03 – SCOPE OF PAYMENT**

Partial payments shall be made based on the Work completed. Up to ten percent (10%) of the partial payments shall be held as retainage. At the time the Contractor has completed in excess of fifty percent (50%) of the total Contract amount, the retainage shall be reduced to five percent (5%) of the amount earned to date if the public Contracting entity determines that satisfactory progress is being made.

Applications for payment shall be made upon the forms provided by the City or photocopies thereof and such forms must be properly completed, signed and notarized. Applications for payments shall have attached thereto the Contractor's invoice and other supporting detail. Contractor must supply invoices for any stored materials for which payment is claimed.

The Contractor shall receive and accept the compensation as herein provided in full payment for furnishing all labor, materials, tools, equipment and incidentals, for performing all Work contemplated and embraced under the Contract; for all loss or damage arising out of the nature of the Work or from the action of the elements, for any unforeseen defects or obstructions which may arise or be encountered during the prosecution of the Work and before its Final Acceptance by the City Engineer, for all risks of every description connected with the prosecution of the Work; for all expenses incurred by or in consequence of suspension or discontinuance of such prosecution of the Work as herein specified; for any infringement of patents, trademarks or copyrights and for completing the Work in an acceptable manner according to the Plans and Specifications.

The payment of any current or partial estimate prior to Final Acceptance of the Work by the City shall in no way constitute an acknowledgment of the Acceptance of the Work nor in any way prejudice or affect the obligation of the Contractor to repair, correct, renew, or replace at the Contractor's expense any defects or imperfections in the construction or in the strength or quality of the materials used in or about the construction of the Work under the Contract or its appurtenances nor any damage due to or attributed to such defects, which defects, imperfections or damage shall have been discovered on or before the Final Inspection and Acceptance of the Work. The City Engineer shall be the sole judge of such defects, imperfections or damage and the Contractor shall be liable to the City for failure to correct the same as provided herein.

#### **112.03.01 – VERIFICATION AND INSPECTION OF PAYROLL RECORDS**

If required by contract or directed by the Engineer, the Contractor shall keep weekly records, permit inspection of records, and certify and provide copies of payroll records and Contracts and subcontracts. Example forms are available from the Public Works Department for the convenience of the Contractor.

#### **112.03.02 – REPORTS**

If required by contract or directed by the Engineer, the Contractor shall submit certified weekly payroll information to the City. Receipt of the certified payroll information shall be a pre-condition for the City to process the final pay application or claim voucher. The City may submit a copy of such certified payroll information to the Oklahoma State Department of Labor and the Wage and Hour Division of the Employment Standards Administration of the United States Department of Labor.

#### **112.04 – PAYMENT FOR EXTRA WORK**

The Extra Work done by the Contractor, as authorized and approved by the City Engineer and the City Council, will be paid for in the manner described. The compensation shall be accepted by the Contractor as payment in full for all labor, materials, tools, equipment and incidentals and all employees' services, all insurance and all other overhead expense incurred in the prosecution of the Extra Work.

Payment for Extra Work will be made by one or more of the following methods:

- A) Unit Prices agreed on in writing by the City Engineer and the Contractor and approved by the Council before said Work is commenced, subject to all other conditions of the Contract.
- B) A Lump Sum price agreed on in writing by the City Engineer and the Contractor and approved by the Council before said Work is commenced, subject to all other conditions of the Contract.
- C) The actual cost including labor, materials, tools, equipment and field supervision of such Extra Work plus fifteen percent (15%). Fifteen percent (15%) is hereby understood and agreed to include all overhead expense and profits, when agreed upon in writing by the City Engineer and the Contractor and approved by the Council before said Work is commenced; subject to all other conditions of the Contract.
- D) Any substantial change(s) in quantities required to complete the Work will require a Contract Amendment based on the Unit Prices bid.
- E) Any addition, deletion, revision or adjustment to the Contract price shall be made with a Change Order or Amendment as defined in Section 108.

The Contractor shall, on or before the 10th day of the month succeeding that in which any Extra Work shall have been performed, file with the City Engineer the Contractor's claim and an account giving the itemized cost of such Work and shall give the City Engineer access to all accounts, bills and vouchers relating thereto.

#### **112.05 – PARTIAL ESTIMATES**

It is understood that the estimates from month to month will be approximate only and all partial monthly

estimates and payments will be subject to correction in the estimate rendered following discovery of an error in any previous estimate and such estimate shall not, in any respect, be taken as an admission of the City of the amount of Work done or of its quality or sufficiency nor as an Acceptance of the Work or the release of the Contractor of any of the Contractor's responsibility under the Contract. No partial estimates will be made on assessment paving Projects except where the City is paving a portion of these Projects and the money is available.

Partial payments shall be made based on the Work completed. Unless otherwise provided in the Special Provisions, where Unit Prices are Bid, partial payments and final claims will be based on actual quantities used.

#### **112.06 – RETAINAGE**

Partial estimates on Work done and/or materials furnished in accordance with the provisions of Subsection 112.05 shall provide that ten percent (10%) of all such partial estimate made shall be withheld as retainage. Provided, however, that at any time the Contractor has completed in excess of fifty percent (50%) of the total Contract amount the retainage shall be reduced to five percent (5%) of the amount earned to date. Provided further, however, that the City has determined that satisfactory progress is being made and upon approval by the Surety.

#### **112.07 – SUBSTITUTE SECURITIES FOR RETAINAGE**

The City Manager, acting on behalf of the Council of the City of Oklahoma City, may approve Agreements and Amendments for Acceptance of Certificates of Deposit or Securities to be held in lieu of retainage when such forms are in substantial compliance with requirements of the City.

The bank from which the Securities of Deposit are purchased shall hold such Securities or Certificates of Deposit in safekeeping for the City. The original safekeeping receipt shall be deposited with the City Treasurer with a photostatic copy furnished to the City Clerk to be attached to the Agreement.

Following are procedures for Securities to be held in lieu of retainage:

- A) Contractor should purchase from banking institution located in Oklahoma City a Certificate of Deposit having par value equal to or exceeding the amount of retainage to be withdrawn. The Owner named must be The Council of the City of Oklahoma City.
- B) The Certificate of Deposit shall be deposited in a banking institution in Oklahoma City with instructions to transfer the Certificate to the custody of the Owner upon the Contractor's subsequent direction.
- C) Execute five (5) copies of the Agreement and deliver to the City Engineer.
- D) Simultaneously, a request for payment should be initiated (through the Project Engineer) for the retainage in an amount not to exceed the amount of the Securities.
- E) After the Agreement and the Certificate of Deposit have been examined and are found to be in proper order, the Agreement will be forwarded to the City Manager's Office for approval and execution.
- F) After approval and execution of the Agreement, the Contractor will be notified of such action and instructed to direct the bank to transfer custody of the Certificate to the Owner upon presentation to the bank of a fully executed copy of the Agreement.
- G) After the above has been completed, the claim for the retainage will be processed through the City for approval.

**NOTE:** The claim should not be notarized prior to the Manager's approval of the Agreement or the transfer of custody of the Certificate.

Upon completion of the Work, the Contractor shall submit with the Contractor's final claim a request for the Owner to execute the Certificate of Deposit and the City will instruct the bank to transfer custody

back to the Contractor.

#### **112.08 – PAYMENTS WITHHELD**

The City Engineer may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any Certificate to such extent as may be necessary to protect the City from loss on account of:

- A) Defective Work not remedied.
- B) Claims filed or reasonable evidence indicating probable filing of claims.
- C) Failure of the Contractor to make payments properly to subcontractors or for materials or labor.
- D) A reasonable doubt that the Contract can be completed for the balance then unpaid.
- E) Damage to another Contractor.
- F) When the above grounds are removed, payment shall be made for amounts withheld because of them.

#### **112.09 – STATE TAX**

Title 68 Oklahoma Statutes (1991), Section 1356 (I), exempts sales to a municipality and its Contractors from all sales tax on the sale of "tangible personal property or services." All Bids for City Projects shall be assumed to have been made based on such statutory exemption as effective on the Bid date. All Municipal Trust projects are exempt from this provision and must pay sales tax.

The Contractor will be responsible for and bear the expense of all Sales Tax and other State tax pertaining to this Project, the cost of such tax being included in the Contractor's original Bid.

#### **112.10 – ACCEPTANCE AND FINAL PAYMENT**

When the Contract Work is completed satisfactorily and all parts of the Work have been approved by the City Engineer. The Engineer shall prepare the final payment for the Work. The final payment shall be based on the final measurements of the Work completed. All prior estimates, upon which payments have been made, are subject to corrections or revisions in the final payment. The Work is accepted by the City and the Maintenance Bond is filed. The payment for the accepted Work, less any sums that have been deducted or retained under the provisions of the Contract, will be paid to the Contractor as soon as practical after the Final Acceptance. When requested by the City Engineer, the Contractor shall furnish to the City satisfactory evidence that all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished for the purpose of such improvement or liens have been paid or that the person or persons to whom the same may respectively be due have consented to such final payment.

The acceptance by the Contractor of the last payment shall release the City from all claims or liability under the Contract for anything done, furnished, or relating to the Work under the Contract, or for any act or neglect of said City relating or connected with the Contract.

#### **112.11 – FINAL MEASUREMENTS AND FINAL ESTIMATES**

Final measurements will be taken and final estimates compiled as soon as Work has progressed to a point where the final measurements may be taken accurately.

#### **112.12 – WAGE RATES**

See Special Provisions for approved minimum wage rates.

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