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PREFACE

These Specifications, with the exception of Section 100, are generally written in the imperative mood and active voice. In sentences using the imperative mood, the subject, "the contractor," is implied. Reference to the contractor is also implied in this language by the use of "shall," "shall be," or similar words and phrases. In Material specifications, the subject may also be the supplier, fabricator, or manufacturer supplying material, products, or equipment for use on the project.

Whenever "directed," "required," "prescribed," or other similar words are used, the "direction," "requirement," or "order" of the Engineer/Resident Engineer is intended. Similarly, whenever "approved," "acceptable," "suitable," "satisfactory," or other similar words are used, the words mean "approved by," "acceptable to," or "satisfactory to" the Engineer. The word "will" generally pertain to decisions or actions of the Engineer.

PURPOSE, INTENT AND INTERPRETATION OF SPECIFICATIONS

The purpose of these Specifications is to establish, where applicable, minimum acceptable standards or a range for acceptable results. It is the intent of these Specifications that the Contractor be fully and exclusively responsible for producing an acceptable end product.

In producing this end product, the Contractor shall exercise control of the project. Department of Transportation personnel, except where specifically provided for herein, will make inspections for the State to document that an acceptable product is being produced.

Interpretation of these specifications will be done in such a manner as to allow the Contractor to control his/her project to the greatest degree possible in producing an end result product, which is in all respects acceptable. These Specifications should not, however, be interpreted in any manner which allows a Contractor to produce an unacceptable product or endanger the traveling public. An acceptable end result product is the essence of the Contract. Only projects in substantial conformance with the Plans and Specifications will be accepted by the Department of Transportation.

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

STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF PUBLIC IMPROVEMENTS

This document constitutes the City of Oklahoma City's "Standard Specifications for the Construction of Public Improvements," as amended, ("Standard Specifications"). These Standard Specifications may be viewed or downloaded at www.okc.gov/departments/public-works.

These Standard Specifications may be amended or revised in accordance with Oklahoma City Municipal Code Section 12-4.

These Standard Specifications are incorporated into the Bidding Documents and Contract Documents.

These Standard Specifications also incorporate reference any Standard Details.

These Standard Specifications also incorporate any applicable requirements of City, local, state and federal regulations and laws. All projects, private and public, must comply with applicable laws both in its construction and as constructed.

Whenever possible, these Standard Specifications are to be read to not be conflicting and are to be read to be cumulative.

SECTION 10 – APPLICABILITY OF STANDARD SPECIFICATIONS

These Standard Specifications govern all work and all projects:

- 10.1** Performed on land owned or leased by City or by a Trust; and
- 10.2** Performed on easements and rights-of-ways granted to, held in trust, or regulated by the City or by a Trust; and
- 10.3** Under the Oklahoma Competitive Bidding Act to which the City or a trust is subject; and
- 10.4** Under the Public Trust Act to which a trust is subject; and
- 10.5** Under contract with the City or a Trust to which these Standard Specifications are referenced and/or incorporated by reference; and
- 10.6** Authorized under the Oklahoma City Municipal Code and City Charter; and
- 10.7** Performed to improvements owned by or leased by the City or a trust with City funds or trust funds; and
- 10.8** Performed by private or public entities for improvements, which in whole or in part, are to be donated or dedicated to the City or a trust, regardless of whether performed, constructed or provided, in whole or in part, with private funds or other non-City or non-trust funds; and
- 10.9** Performed by private or public entities for which the improvements, in whole or in part, are to be donated or dedicated to the City or a trust, regardless of whether performed, constructed or provided, in whole or in part, with City funds or trust funds.

SECTION 100 – GENERAL PROVISIONS

100.01– COORDINATION OF THE CONTRACT DOCUMENTS

Whenever possible the Contract Documents will be read to not conflict and the work and project must meet each and all provisions, requirements, and standards. If a requirement or issue is not addressed in a Contract Document provision, silence will not be deemed to be a conflict and silence will not be deemed to be a waiver of another provision in Contract Document.

100.02 - CONFLICTS BETWEEN CONTRACT DOCUMENTS

In case of conflicts between provisions of Contract Documents, which conflicts cannot be met by meeting both or all provisions, these Contract Documents will have the following order of precedence:

- A) Approved plans, and which approved plans will govern over conflicting provisions of
- B) Special Provisions included in the approved Bidding Documents, and which Special Provisions will govern over conflicting provisions of
- C) Standard Details, approved by the department that will operate and/or maintain the public improvement, and which Standard Details will govern over conflicting provisions of
- D) Standard Specifications Sections 200-900, and which Standard Specifications Sections 200-900 will govern over conflicting provisions of
- E) Standard Specifications Section 100, and which Standard Specifications Section 100 will govern over conflicting provisions of
- F) approved contract amendments and change orders, and which approved Contract amendments and change orders will govern over conflicting provision of
- G) Contract Document forms, and which Contract Document forms will govern over conflicting provisions of
- H) Contractor's bid.

Additionally, as between provisions within a Contract Document:

- A) actual quantities of unit price bid items will govern over quantities on plans and over the estimated quantities shown on the Bid Tab.
- B) quantities on plans will govern over estimated quantities shown in the Bid Tab.
- C) figured dimensions shall govern over scaled dimensions.
- D) written figures will control over numerals.
- E) Pictures and diagrams will govern over words.

100.03 – CONFLICT BETWEEN REQUIREMENTS AND STANDARDS

In case of conflicts between requirements and standards for work or projects, not constructed as part of a contract awarded by an Awarding Public Agency, the following order of precedence will apply:

- A) project plans, approved by the department that will operate and/or maintain the public improvement, and which approved project plans will govern over,
- B) applicable Standard Details, approved by the department that will operate and/or maintain the public improvement, and which Standard Details will govern over,
- C) applicable provisions of the Standard Specifications Sections 200-900, and which Standard Specifications Sections 200-900 will govern over,
- D) the applicable provisions of the Standard Specifications Section 100.

100.04 - APPARENT DISCREPANCIES.

The contractor shall take no benefit from any apparent discrepancy, error or omission in the Standard Specifications, the Bidding Documents, or the Contract Documents . Contractor shall immediately notify the City Engineer of any apparent discrepancies, errors, or omissions. The City Engineer will make any necessary interpretations of the intent of the Standard Specifications, Bidding Documents, or Contract Documents.

100.05 - COOPERATION OF CONTRACTOR

100.05.01 Contractor must give consistent and continuous attention to the work and must cooperate with the City Engineer and with other contractors with project sites or work sites in the vicinity of its project site and work sites. Contractor must at all times during work on the project provide a full-time, experienced, skilled and competent superintendent on the project site and each work site. Such superintendent must be capable of reading, and thoroughly understanding the Contract Documents. Contractor's onsite superintendent must be fully authorized and in control of the work thereon.

100.05.02 Contractor must provide all reasonable and all necessary equipment and facilities to enable the City Engineer and Engineer/Architect to inspect the project, the work, and all workmanship, materials and equipment incorporated or to be incorporated into the work and project

100.06 – LEGAL REQUIREMENTS

100.06.01 All work and projects must comply with applicable City, local, state and federal laws and regulations. These Standard Specifications will not relieve the contractor of compliance with applicable laws and regulations. No compensation or time will be granted to the contractor for such compliance unless specifically provided otherwise in the Contract Documents, Bidding Documents or these Standard Specifications. Contractor must include the time to obtain any such compliance in contractor's Project Schedule and any cost or expense to comply in its bid. If no bid item is provided therefor, the cost and expense will be deemed incidental and included by the contractor in its bid.

100.06.02 Contractors performing work and projects must obtain at Contractor's cost all required permits and licenses and must include the time to obtain any such license or permit in

Contractor's Project Schedule.

100.07 – DEFINITION OF TERMS

100.07.01 With respect to all gender related references: where it is stated, "he" or "his" will 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. For purposes of these Standard Specifications, the single shall include the plural and the plural shall include the singular.

100.07.02 The definitions set forth in these Standard Specifications are applicable to all work and all projects described in **Section 10** above.

A.A.S.H.T.O. - American Association of State Highway and Transportation Officials.

Acceptance – after completion of the project acceptance of the project by the formal recorded action of the governing body of the Awarding Public Agency.

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 publications pertaining to the project.

Alternate bid (add-alternate bid, deduct-alternate 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 or the project as described in the Bidding Documents, is accepted.

Amendment – a change to the Contract Documents 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 Awarding Public Agency
A.N.S.I. - American National Standards Institute.

Approved plans – plans approved by the City Engineer and by all City Departments which review such plans.

Architect – licensed professional architect or architectural firm or entity engaged under contract with the Awarding Public Agency to design any work or project, prepare the Bidding Documents, supervise construction of the work or project, administrate the work or project, inspect the work or project, and/or to provide such other services as set forth in the contract for professional services regarding the work or project.

A.S.T.M. - American Society for Testing Materials

Award – the formal action of the Awarding Public Agency awarding the contract to the bidder for the project, subject to the execution and approval of a contract and provision of the required insurance and bonds, and satisfaction of such other conditions as may be specified in the Standard Specifications or Bidding Documents or otherwise required by law.

Awarding Public Agency - the public entity or entities, identified in the Notice to Bidder, contracting for the project and the performance of the work described in the Bidding Documents.

Base bid – the sum stated in the bid for which the bidder offers to perform the work and provide the project described in the Bidding Documents without any Add Alternates or Deduct Alternates or Alternate Bid.

Bid date and bid time - the date and time for the receipt of bids for a particular project 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 in the amount required by the Public Competitive Bidding Act of 1974, as amended. Also known as bid security.

Bid – required documents or statements duly submitted in accordance with the Notice to Bidders and the Bidding Documents by the Bidder offering to perform the work contemplated and provide the project as described in the Bidding Documents. A bid is the complete and properly signed firm offer to do the work and provide the project for the sums stated therein. A submission shall not be considered a bid if it is untimely. A submission by a bidder who is not prequalified for the class of work as stated in the Bidding Documents shall not be considered a bid unless prequalification was specifically waived in the Bidding Documents.

Bid Committee – committee as established in the Oklahoma City Municipal Code, as amended.

Bid item – that item and work and all incidental items, work, materials, and equipment necessary to complete that work or portion of the project for which a separate unit price is included in the Bid Tab.

bid security – the security submitted with the bid which shall either be a certified check, cashier's check or bid bond in the amount required by the Public Competitive Bidding Act of 1974, as amended. (Also known as bid bond).

Bidder – any person or persons, partnership, company, firm, corporation, or other entity acting directly or through a duly authorized representative submitting a bid for the project and work contemplated in these Standard Specifications and the Bidding Documents.

Bidding Documents – documents upon which a bidder bids, and which are incorporated by reference in the Contract Documents and contract, consisting of:

- A) approved project plans
- B) Standard Specifications
- C) Standard Details
- D) Special Provisions
- E) Documents Required for this Bid
- F) Notice to Bidders
- G) Signature Requirements for Bidding Documents
- H) Noncollusion Affidavit Form
- I) Business Relationship Affidavit Form
- J) Local Business Utilization Affidavit Form
- K) any documents listed in the Bidding Documents
- L) addenda
- M) example Contracts and Bonds Forms
- N) any other documents required by the Documents Required for this Bid.

Bid Tab– form included in the Bidding Documents upon which a Bid for work or the project is to be prepared and submitted by the Bidder to the Awarding Public Agency.

Bonds – Bid Bond Performance Bond, Statutory Bond, and Maintenance Bond and any other bond required by the Bidding Documents

Calendar day – every day of the calendar year without exception.

Calendar Day Completion Projects - project which must be completed within the number of calendar days stated on the Notice to Bidders with the counting of calendar days starting on the date for commencement of work as stated in the Work Order issued by the City Engineer.

Change Order – a change in the Contract Documents, provided amendments (changes in quantities of unit price bid items, will be separately processed and tracked and provided further alternate bids will not be considered change orders.

City – the City of Oklahoma City, Oklahoma, a municipal corporation, acting through its duly authorized representatives, agents or employees.

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 employees of the City, acting severally or individually within the scope of the particular duties specifically entrusted by the City Engineer.

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.

Completion Date Projects - project which must be completed on or before the completion date stated in the Notice to Bidders regardless of the date for commencement of work stated in the Work Order issued by the City Engineer.

Completed – the project and all work has been constructed and fully completed and the contractor has performed all responsibilities in and in accordance with the Contract Documents, also including the Punch List items.

Contract – executed agreement, and any amendment thereto, covering the performance of the work and provision of the project in accordance with these Standard Specifications, the Bidding Documents, and the Contract Documents and any amendment or change order.

Contract Documents – documents upon which constitute the contract between the Awarding Public Entity and the successful bidder as the contractor that sets forth the responsibilities and obligations of the Awarding Public Agency and the contractor consisting of:

- A) Contract,
- B) Bonds
- C) Performance Bond,
- D) Statutory Bond,
- E) Maintenance Bond,
- F) any other Bond required by the Bidding Documents,
- G) Contractor's Certificate of Insurance, and all renewals thereof,
- H) Certificate of Nondiscrimination,
- I) The work order,
- J) Approved Submittals and Substitutions,
- K) Approved Amendments,
- L) Approved Field Changes,
- M) Approved Change Orders,
- N) Bidding Documents, and
- O) Other documents required in the Bidding Documents.

Contractor – person or persons, partnership, company, firm, corporation, or other entity who performs work or provides a project to which these Standard Specifications apply.
Council – City Council of the City of Oklahoma City, Oklahoma.

Defective bid – bid submission found to not comply with the Bidding Documents, applicable law, or the City Resolution 93-01 approved June 22, 1993, as amended. Also known as irregular bid.

Electronic bidding system - the electronic bid system as provided in the Notice to Bidders.

Emergency bid – bids solicited, received, opened and awarded in accordance with the Awarding Public Agency's then current policies and procedures and any Notice to Bidders and Bidding Documents issued, therefore.

Engineer – licensed professional engineer or engineering firm or entity engaged under contract with the Awarding Public Agency to design any work or project, prepare the Bidding Documents, supervise construction of the work or project, administrate the work or project, inspect the work or project, and/or provide such other services as set forth in the contract of professional services for the work or project.

Engineer/Architect – the licensed professional engineer or licensed professional architect, as the case may be, engaged under contract with the Awarding Public Agency to design any work or project, prepare the Bidding Documents, supervise construction of the work or project, administrate the work or project, inspect the work or project, and/or provide such other services as set forth in the contract of professional services for the work or project.

Equipment – Any tool or operable machinery used in the performance of work or provided and incorporated into the work or project.

Extra work – any work performed by the contractor not provided for in the Contract Documents even though provided by the contractor in performance of the contract and/or included in the project. Contractor is neither compensated nor granted additional time for extra work unless compensation or time was specifically and expressly approved by the Awarding Public Agency in a change order.

Field change – a formal method of authorizing the contractor to perform work or implement a project change where there is no additional cost to the project and no additional compensation or time to the contractor. Field Change requires written approval by the City Engineer.

Final Inspection – inspection performed after the contractor informs the Awarding Public Agency that all Punch List items are completed in accordance with the Contract Documents .

Grade – slope of the land, pavement, channel, pipe, structure or any other item as determined by the rise over the run of the item.

Holiday – any day so designated by the City of Oklahoma City's City Council.

Inspector – representative of the City Engineer and/or the Awarding Public Agency authorized to make inspections of the work, the project and/or the contract performance.

Irregular bid – the bid is not in compliance with the Bidding Documents, applicable law, or the City Resolution 93-01 approved June 22, 1993, as amended. Also known as defective bid.

Incidental cost – any cost or expense for which there is not a specific and separate unit price in the Bid Tab

Incidental work – any work necessary to complete the project but for which a bid item or a unit price is

not separately included in the Bid Tab, and for which separate compensation is not paid and for which the project completion time and date are not extended.

Informal Bid – bids solicited, received, opened and awarded in accordance with the Awarding Public Agency's then current policies and procedures and any Notice to Bidders and Bidding Documents issued, therefore.

ITE – Institute of Transportation Engineers.

Labor – effort employed by the contractor and its subcontractors to perform work or provide the project

Liquidated damages – stipulation or condition for the payment of an amount as provided in the Bidding Documents, which shall be presumed to be the amount of damage sustained by a breach of such contract because, from the nature of the contract, it is impracticable or extremely difficult to fix the actual damage. Liquidated Damages to be paid by the contractor to the Awarding Public Agency or may be deducted by the Awarding Public Agency from any payments due or to become due to the contractor. Liquidated Damages are not a penalty to the contractor. contractor must include in its bid sufficient costs and expenses to timely complete the project and to pay any liquidated damages for untimely completion as a contract cost, not as a penalty.

Maintenance Bond – approved agreement executed by the contractor and its surety as a guarantee that the work and project will be properly maintained by the contractor against any failure due to defective workmanship or material for the required maintenance period.

Materials – items placed, used, or included in the work or project to complete the project and also including any purchased equipment or supplies

MUTCD – Manual on Uniform Traffic Control Devices.

Noncollusion Affidavit – affidavit signed by the bidder as a necessary part of the bid that affirms the bidder has not colluded with the Awarding Public Agency, their officers or their staff or any other bidder.

Performance Bond – the approved agreement executed by the contractor and its surety as a guarantee that the work and project will be properly and timely performed and the project will be timely completed in accordance with the Contract Documents.

Permit – document issued by the City or another public entity or agency with jurisdiction authorizing or necessary for the authorization of the work or project to be performed.

Person – any individual, company, corporation, association, partnership, limited liability company, limited liability partnership or any other legal entity.

Plan or plans – all of the illustrations, drawings, and design showing or illustrating details of the work or project prepared and sealed by an Architect or Engineer. Plans must be approved by the City Engineer; however, approval of the plans is an administrative function and neither relieves the Architect or Engineer of any professional responsibilities. Additionally, approval of plans for private projects, even those projects intended to be dedicated to and accepted by the City or its trust, neither warrants that the plans meet these Standard Specifications, Standard Details or applicable laws, nor that the plans are adequate for the intended purpose, nor the project will be accepted by the City or its trust, nor relieve the contractor or the person on whose behalf the plans were submitted of compliance with these Standard Specifications, Standard Details, or applicable laws.

Prequalification or prequalified – prequalified means that the bidder or contractor has been qualified by the Prequalification Review Board to bid the contract or the contractor or subcontractor has been

prequalified to perform the class or classes of work required for the contract, public improvement, or project.

Prequalification Review Board – City board which grants, conditions, limits, revokes or denies a contractor the status which authorizes the contractor to bid a contract or perform a class or classes of work.

Project – all work, test, labor services, materials supplies, tools, equipment, incidentals, contract alterations, permits, tests, studies, and activities necessary to comply with these Standard Specifications, the Bidding Documents and the Contract Documents and to comply with every work order, ordinance, permit requirement, applicable law, license, or other requirement to make or construct an improvement, utility or structure.

Project Manager - representative of the City Engineer and/or the Awarding Public Agency authorized to provide administrative of the work, the project and/or the contract performance.

Project site – any site where work is performed for the project.

Punch List Inspection – inspection performed at the request of the contractor and performed at the discretion of City Engineer to determine whether all work and the project is complete and to create the Punch List prior to the Final Inspection for the completion of the project . This inspection is performed after the Inspector, Engineer/Architect and Project Manager agree the project could be complete.

Public improvement – any beneficial or valuable change or addition, improvement, betterment, enhancement or amelioration of or upon any real property, or interest therein, belonging to the City or its trust(s), intended to enhance its value, beauty or utility or to adapt it to new or further purposes including but not limited to 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 an Awarding Public Agency or constructed, altered or repaired by a person which will donate or dedicate same to the City or trust(s). Public improvements are subject to these Standard Specifications Public improvements are the responsibility of the contractor until the improvement is accepted by the express formal action of the governing body of the Awarding Public Agency

Small Local and Minority Business Subcontracting Program – On December 22, 2020, the City Council approved and re-established the Small Local and Minority Business Utilization (LBU) Program. The LBU program encourages and promotes the use of small, local and minority business subcontractors on public construction contracts. The goal is to provide assistance, guidance, and opportunities for small and disadvantaged local businesses to work on City projects. The Small Local and Minority Business Utilization Program was formerly called the Local Business Utilization Program.

Small Local and Minority Business Subcontracting Plan – the Small Local, and Minority Business Subcontracting Plan submitted by the Contractor in accordance with the Small and Disadvantaged Local Business Utilization Program.

Standard Details – requirements established and adopted by the department that regulates, operates and/or maintains the improvement. Standard Details, and any amendment or revision thereto, are incorporated herein by reference.

Standard Specifications – these Standard Specifications for Construction of Public Improvements, as amended and/or revised.

Special Provisions – special clauses in the Bidding Documents setting forth conditions or requirements for the specific project supplementing the Standard Specifications.

Statutory Bond – the approved agreement executed by the contractor and the surety as a guarantee

that all bills and accounts will be paid for all equipment, material, services, tests, and labor used or provided by a subcontractor, materialman or supplier in the performance of the work and/or the construction of the project.

Submittal – drawings and/or documents submitted by the contractor for review and approval by the Engineer/Architect as specified in the Standard Specifications, Contract Documents, or the Bidding Documents

Substantial completion – an formal decision of the Awarding Public Agency, to utilize the project, though the project is not complete as required by the Contract Documents. Unless otherwise expressly defined and set forth in the Special Provisions, substantial completion will mean acceptance of all the work and the project by the express formal action of the governing body of the Awarding Public Agency. Substantial Completion may trigger certain rights, duties and obligations for the parties.

Substitutions – a contractor submitted request to modify the Standard Specifications or Contract Documents. A substitution may not impair or diminish in any manner the characteristic of the work or project including but not limited to:

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

Surety or Sureties – the corporate body or legal entity authorized by law to issue Bonds in the State of Oklahoma and which entity is bound by the respective Bonds

Trust – any public trust(s) of which the City is a beneficiary.

Unit price – an amount stated in the Bid as a price per unit for a bid item as described in the Bidding Documents

Work – all the activities specified, indicated, shown or contemplated in the Standard Specifications, Bidding Documents, and/or Contract Documents or otherwise required to construct the project or public improvement, also including all labor materials tools, equipment incidentals, contract alterations, licenses and/or permits. Work also includes also including all labor materials , tools, equipment and incidentals, contract alterations, licenses, or permits incidental to the performance and the completion of the project.

Work Order - the document issued by the City Engineer directing contractor to commence the work or the project and stating the date for the commencement of work

Work site – area wherein work under the responsibility of the contractor is performed for the project.

SECTION 101 – NOTICE TO BIDDERS

The Awarding Public Agency will receive bids in accordance with the Notice to Bidders and the Bidding Documents for the work and/or project. Informal bids will be received in accordance with the Awarding Public Agency's current informal bidding policy and procedures, as amended. Emergency bids will be received in accordance with the Awarding Public Agency's current emergency bidding policy and procedures, as amended.

SECTION 102 – PREQUALIFICATION OF BIDDERS

102.01 – PREQUALIFICATION TO BID

Prequalification requirements for the project, if any, are set forth in the Notice to Bidders. Bidder must be prequalified by the Prequalification Review Board for the class of work listed on the Notice to Bidders, if any, to bid on a contract with an Awarding Public Agency.

102.02 – PREQUALIFICATION TO PERFORM WORK

In addition, any person performing work for which the Prequalification Review Board has established a prequalification classification must be prequalified by the Prequalification Review Board before performing such work. Regardless of whether prequalification is required to bid, any contractor and any subcontractor performing work for which a prequalification class has been established must also have obtained any prequalification and also must obtain any license or licenses required by the City of Oklahoma City or any government agency having jurisdiction or authority, which is/are necessary to perform work for the accomplishment of the project. The Bidder must include in its bid the cost of having a prequalified contractor or prequalified subcontractor perform any work for which a prequalification classification has been created.

SECTION 103 – BID REQUIREMENTS AND CONDITIONS

103.01 – PRE-BID CONFERENCE

103.01.01 ADA COMPLIANCE.

It is the policy of the Awarding Public Agency to ensure that communications with participants and members of the public with disabilities are as effective as communications with others. Anyone with a disability who requires an accommodation, a modification of policies or procedures, or an auxiliary aid or service to participate in a meeting should contact Awarding Public Agency staff or TDD 405-297-22850 as soon as possible but not later than 48 hours (excluding weekends or holidays) before the scheduled meeting. The Awarding Public Agency will give primary consideration to the choice of auxiliary aid or service requested by the individual with disability.

103.01.02 NON-MANDATORY PRE-BID CONFERENCE.

The Awarding Public Agency may invite prospective bidders to attend a Pre-Bid Conference. The purpose of this Pre-Bid Conference is to present general information about the project to potential bidders; however, no comments made in the Pre-Bid Conference will revise, amend, or interpret the Bidding Documents. If the bidder requests a clarification, interpretation, or requests an amendment or revision to the Bidding Documents, such requests must be made through the electronic bidding process and any response, if any, will be made by addendum in the electronic bidding system.

103.01.03 – MANDATORY PRE-BID CONFERENCE

103.01.03.01 When specified in the Notice to Bidder, attendance at the Pre-Bid Conference is a prequalification requirement. If there is a virtual meeting option, the virtual address will be provided in the Notice to Bidders. The contractor who plans to submit a bid must attend the mandatory pre-bid conference, when the Notice to Bidders specifies that the Pre-Bid Conference is mandatory. Failure of the prospective bidders to attend this Pre-Bid Conference will cause the City Clerk to return the bidder's submission unopened. The purpose of the Pre-Bid Conference is to discuss the Bidding Documents and project.

103.01.03.02 A Mandatory 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 will be considered as eligible representatives for mandatory attendance; and, five minutes after the Mandatory Pre-Bid Conference is called to order, the sign-in sheet will be closed and collected (late arrivals will not be allowed to sign in). The official timekeeper for closing the sign-in sheet shall be the Awarding Public Agency staff member chairing the Mandatory Pre-Bid Conference.

103.01.03.02 The following will not be eligible to bid on the project: (1) prospective Bidders leaving the Mandatory Pre-Bid Conference 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 Mandatory Pre-Bid Conference after the sign-in sheet has been closed.

103.01.03.03 The purpose of this Mandatory Pre-Bid Conference is to present general information about the project to potential bidders; however, no comments made in the Pre-Bid Conference will revise, amend, or interpret the Bidding Documents. If the bidder requests a clarification, interpretation, or requests an amendment or revision to the Bidding Documents, such requests must be made through the electronic bidding system and any response, if any, will be made by addendum in the electronic bidding system.

103.02 – CONTENT OF BIDDING DOCUMENTS

103.02.01 – BIDDING DOCUMENTS

Copies of addenda will be made available for inspection through the electronic bidding process. The electronic bidding process shall be considered proof that the Awarding Public Agency made the addendum available to all bidders and is included in and incorporated into the Bidding Documents upon which bidder has bid. Should the potential bidder request an interpretation or clarification of any Bidding Documents, the Bidder must make a request through the electronic bidding system and any response, if any, will be made by addendum in the electronic bidding system.

103.02.02 – ADDENDA

The City Engineer may issue addenda as may be necessary in the best interest of the Awarding Public Agency. Addenda may amend the bid date and/or bid time for receipt of bids or amend or revise any plan, specification, item, document, or requirement in the Bidding Documents. Addenda will only be made available through the electronic bidding process. The bidder has the obligation to ascertain through the electronic bidding process to read and comply with all addenda prior to the Bid Date. Bidder has the obligation to read and comply with the terms of the Bidding Documents, as amended by addenda, if any, prior to bidding. Bidders will be bound by any addenda issued in accordance herewith.

103.02.03 - CORRECTION OF BIDDING DOCUMENTS

The Bidder shall at once report to the City Engineer and the Engineer/Architect any errors, inconsistencies or ambiguities discovered in the Bidding Documents through the electronic bidding system.

103.02.04 – SUBSTITUTIONS PRIOR TO BIDDING

The items, materials, systems, services, products, equipment, and processes described in the Bidding Documents establish a standard of required function, dimension, appearance, life expectancy, and quality for the project. Any proposed substitution must meet the same standard of the required function, dimension, appearance, life expectancy, and quality of the item in the Bidding Documents.

103.02.04.01 – PRE-BID CONSIDERATION; ADDENDUM REQUIRED.

No substitution will be considered prior to the receipt of bids unless a written request for approval has been received by the City Engineer and the Engineer/Architect through the electronic bidding system at least seven (7) days prior to the Bid Date. Substitution requests must be submitted through the electronic bidding system. Oral, telephone, email, or fax approval of substitutions are invalid and shall not receive any consideration. Substitution requests must include the name of the material, product, or equipment to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation of the

requested substitution. A statement setting forth changes in other materials, products, equipment or other portions of the work or project, including changes in the work or project of other contracts that incorporation of the proposed substitution would require, must be included in the request. The burden of proof of the merit of the proposed substitution is upon the Bidder.

103.02.04.02 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 approved or ratified by the Awarding Public Agency. Bidders may not rely upon approvals made in any other manner.

103.02.04.03 If a proposed substitution is not responded to by an addendum, then the proposal will be denied, and the Bidder must bid the item, material, systems, services, products, equipment and processes described in this Bidding Documents.

103.03 – BIDDER’S REPRESENTATIONS

103.03.01 The Bidder by making a bid, represents that the bidder has:

- A) scrutinized, compared, carefully read 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 itself by independent research of the difficulties to be encountered and personally judged the accessibility of the work, work site, and project site and all attending circumstances affecting the cost of doing the work and providing the project and of the time required for its timely 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, project site or project; and
- F) based its bid upon the items, labor, materials, tools, equipment, systems, processes, services and incidentals required by the Bidding Documents without exception; and
- G) has obtain firm fixed price and delivery commitments from all subcontractors, suppliers, materialmen, laborers, system providers, process providers and services providers to fix the costs and to require the timely performance of the work and completion of the project.

103.03.02 EXAMINATION OF DOCUMENTS AND WORK SITE

Bidder acknowledges the bidder prepared this bid and, before preparing the bid, carefully read and examined the Bidding Documents and any other documentation or information. bidder acknowledges that bidder is familiar with and able to comply with all the provisions of the Bidding Documents and all applicable regulations and laws. Bidder agrees that if this bid is accepted, bidder will enter into the contract with the Awarding Public Agency and properly submit the required contract, bonds, Small, Local and Minority Business Subcontracting Plan, and certificates of insurance within seven (7) calendar days following the Awarding Public Agency's notification of its intent to award contract to the bidder, unless such time is extended by the City Engineer. Bidder hereby agrees to commence work on the project on the date stated in the Work Order is issued by the City Engineer and to complete the project within the number of calendar days or by the calendar date specified in the Notice to Bidders.

103.04 – PREPARATION AND FILING OF BID

Bids must be completed in accordance with the Bidding Documents and must contain all required documents and affidavits.

103.04.01 - INCOMPLETE BIDDING DOCUMENTS

Bidders must use complete sets of Bidding Documents in preparing bids. Neither the Awarding Public Agency nor the Engineer/Architect assumes responsibility for bidder's errors or

misinterpretations resulting from the use of incomplete sets of Bidding Documents circulated or shared by or between bidders or contractors, materialmen, service providers, laborers and subcontractors. All prices must be stated as numerals such as \$XX.xx to indicate dollars and cents per bid item. All Base Bid items must have a price indicated.

103.04.02 – COMPLETE, SIGN AND SUBMIT

All forms, all blanks and all documents, certificates and affidavits must be timely completed, signed, and submitted through the electronic bidding system.

103.04.03 - Bidders must ensure that the bid is entered correctly on through the electronic bidding system.

103.04.04 – ALTERNATES

There may be one or more add alternates (additions to the base bid) or deduct alternates (deductions from the base bid) or alternate bids (substitutions for item(s) in the base bid). If the electronic bidding system provides for an add alternate or deduct alternate and/or other alternate bid, the bid should be completed in the same manner as the Base Bid and in accordance with the Special Provisions – Instruction to Bidders, if any. Any Base bid and all bid alternates, whether add alternates or deduct alternates, must have a price indicated, unless expressly stated otherwise in the Bidding Documents No additional Completion Time or change to Completion Date extension will be granted due to the selection of add alternates or deduct alternates or other bid alternate unless expressly stated in the Special Provisions – Instruction to Bidders, if any.

103.04.05 – BID SIGNATURE REQUIREMENTS

An authorized agent of the bidder must properly sign all bids, affidavits, and documents. The Awarding Public Agency reserves the right to require a bidder to subsequently provide any documentation it may deem necessary to verify the authorized signature or the authority of the signatory.

103.04.06 All bids and affidavits, the bid security and any other documents required to be submitted with the bid must be submitted through the electronic bidding system. Bids will only be accepted electronically in accordance with the Notice to Bidders.

103.04.07 All complete, properly submitted bids from bidders timely received may be considered by the Awarding Public Agency prior to a contract being awarded. Submissions will not be received after the bid time and bid date for receipt through the electronic bidding system.

103.04.08 The Bidder shall assume full and sole responsibility for timely completion and submission of the bid through the electronic bidding system.

103.04.09 Any bid not submitted through the electronic bidding system, unless otherwise expressly stated in the Bidding Documents, is invalid and will not receive consideration.

103.04.10 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, at the sole discretion of the Awarding Public Agency, make voidable any contract made by the Awarding Public Agency with the bidder based upon such bid.

103.05 – BID AFFIDAVITS

Affidavits contained in the Bidding Documents must be properly completed and signed by an authorized agent of the bidder The Awarding Public Agency reserves the right to require a bidder to subsequently provide any documentation the Awarding Public Agency may deem necessary to

verify the authorized signature or the authority of the signatory. The bid must contain all required bid affidavits as listed in the Bidding Documents. Bids must be completed in accordance with the Bidding Documents. The bid affidavits must be properly completed, signed, sworn to, notarized and submitted electronically with the bid.

103.06 – BID SECURITY

103.06.01 Each bid must be accompanied by a Bid Security in the form of a Bid Bond and/or a certified check and/or cashier's check delivered by bid time on the bid date, in the amount of five percent (5%) of the amount of the Base Bid unless otherwise required by Special Provisions. Bid Bonds must be uploaded in the electronic bidding system and must be submitted electronically with the Bid. For the purposes of this section, Bid shall mean the highest combination of the Base Bid plus all add/deduct Alternate Bids. The Bid Security is a guaranty that the Bidder will enter into a Contract with the Awarding Public Agency on the terms stated in the Bidding Documents and Bidder will furnish Bonds, Small, Local and Minority Business Subcontracting Plan, and Insurance. Should the Bidder refuse to enter into such Contract or fail to furnish such Bonds as required and/or the required Certificate of Insurance and other required documents, the amount of the Bid Security shall be forfeited to the Awarding Public Agency as liquidated damages, not as a penalty.

103.06.02 The Awarding Public Agency has the right to retain the Bid Security of Bidders until either (a) the Contract and Bonds and other required documents have been executed or submitted by the successful Bidder, or (b) the specified time to award Bids has elapsed so that Bids may be withdrawn in accordance with State law, or (c) all Bids have been rejected, or (d) another Bidder has been determined to be the successful Bidder.

103.07 – NO WITHDRAWAL OR ALTERATION OR NON-CONSIDERATION OF BIDS

Bidder may withdraw or modify a proposed bid in the electronic bidding system at any time before the bid time on the bid date. Where informal bids or emergency bids permit paper bids, permission will not be granted to withdraw or modify any paper bid after it has been submitted.

103.08 - SALES TAX

103.08.01 Oklahoma sales and use tax exemptions may or may not be available to contractors on City and/or trust projects. Contractor pursues any available tax exemption at its own risk. The contractor is solely responsible for interpreting and determining the applicability and availability of these exemptions. The contractor should consult private legal counsel to determine whether purchases are exempt from applicable taxes. The contractor is solely responsible for obtaining all documents and for complying with all regulations and procedures applicable to its use of these exemptions.

103.08.02 Oklahoma sales and use tax exemptions are not available to contractors on trust projects. However, Oklahoma sales and use tax exemptions may be available to the trust for direct purchases made by the trust. The trust will only make direct purchases related to a project if and as specifically and expressly stated in a Special Provision.

103.08.03 The contractor will be responsible for and bear the cost of all applicable sales and use taxes and all other applicable local, state, or federal taxes pertaining to the project. Applicable taxes will be deemed a cost the contractor has included in its bid and contract price and by extension of such lump sum and unit prices in any subsequently issued Amendment. Similarly, the contractor must include any applicable taxes in any change order. Sales tax laws are subject to revision, addition, or amendment by City voters or by the State Legislature at any time. The Awarding Public Agency will not be liable for any change in taxes or any new or additional taxes; such taxes will be and are a risk and liability of the bidder or contractor included in its bid and contract price and any such change in or new or additional tax will not be paid or reimbursed by

the Awarding Public Agency.

103.09 – OPENING OF BIDS

Bids submitted and timely received will be opened and after opening bid tabulations may be available within a reasonable time through the electronic bidding system and each bidder's bid and documents will be available, as required by law, and in response to an Open Records Request.

103.10 – IRREGULAR BIDS

Any bid that shows any omission, or alteration of a form, or addition, substitution or condition not specified in the Bidding Documents and any unauthorized alternate bid shall be deemed irregular. However, the Awarding Public Agency reserves the right to waive these irregularities and make the award in the best interest of the Awarding Public Agency.

103.11 – REJECTION OF BIDS

Timely and properly submitted bids from qualified bidders will be considered by the Awarding Public Agency. The Awarding Public Agency has the right to reject any or all bids. The Awarding Public Agency has the right to waive immaterial defects or immaterial irregularities in a bid received and to accept the bid, which, in the Awarding Public Agency's judgment, is in its own best interest.

103.11.01 A bid may be rejected for any of the following specific reasons:

- A) the Bid or Contract Documents are 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.
- 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; and/or the affidavit is not properly completed, signed or notarized.
- D) the bid security or bid bond as required by the Oklahoma Competitive Bidding Act, is not attached to the bid.
- 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, executed and submitted.
- F) bidder is not prequalified unless prequalification is established by a prequalification questionnaire or prequalification is waived as stated in the Notice to Bidders; or
- G) the bid is received after the bid time on the bid date as stated in the Notice to Bidders.
- H) Bidder has failed to include with the bid any documents required for this bid as stated in the Bidding Documents.

103.11.02 A bid may also be rejected based on the following reasons:

- A) a Bid price is determined by the Awarding Public Agency to be unbalanced.
- B) total Bid price is above the Architect / Engineer's estimate of total cost; or.
- C) bid is incomplete, such as required signatures or material irregularities or material defects.

103.12 – NONCOLLUSION

A Noncollusion Affidavit must accompany each bid. Bids will not be considered unless a properly and fully executed Noncollusion Affidavit accompanies the bid. The Noncollusion Affidavit is a sworn statement, which provides that the bidder has not made any agreement or colluded with the Awarding Public Agency 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 Awarding Public Agency in the Bidding Documents. 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 must 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 Engineer/Architect 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 Awarding Public Agency in the Bidding Documents. The text of the Business Relationship Affidavit may not be modified. The bidder may, however, adapt the signature block to provide for additional signatures.

SECTION 104 – EMPLOYMENT PRACTICES

104.01 – NONDISCRIMINATION

104.01.01 Neither the contractor nor any subcontractors employed on this project may discriminate against any employee or applicant for employment because of race, religion, creed, sex, color, national origin, ancestry, gender, age, or disability as defined by the Americans with Disabilities Act. A Certification of Nondiscrimination must be properly signed and submitted with the contract. The requirements of the certificate must be included in any subcontracts connected with the performance of the contract. The contract may be canceled by the Awarding Public Agency for noncompliance with the provisions of the Certificate and the contractor may be declared to be ineligible for further contracts until satisfactory proof of intent to comply shall be made by the contractor and/or any subcontractors.

104.01.02 The Certification of Nondiscrimination 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.

104.02 – SMALL, LOCAL AND MINORITY BUSINESS SUBCONTRACTING PROGRAM.

104.02.01 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 contractor must provide the Awarding Public Agency a Small Local and Minority Business Subcontracting Plan setting forth the contractor's internal and outreach strategies and efforts to provide and extend opportunities for small local and minority business participation in the performance of subcontracts. The contractor must submit a preliminary Small Local and Minority Business Subcontracting Plan to the City Engineer with the contract and bonds and before a contract will be awarded or approved by the Awarding Public Agency. The contractor must create and maintain records demonstrating its efforts and the success of its efforts.

104.02.02 The contractor must submit a Final Small, Local, and Minority Business Subcontracting Plan to the City Engineer seven (7) calendar days prior to the Pre-Work Conference. The City Engineer may provide comments and may request additional documentation from the contract, responses to which the contract must bring to the Pre-Work Conference. The Final Small, Local and Minority Business Subcontracting Plan will be reviewed at the Pre-Work Conference and must be approved by the City Engineer at the Pre-Work Conference before the contractor may commence work though a work order may already be issued.

104.02.03 The contractor must provide a written report to the City Engineer on the form provided by the City Engineer delineating and documenting its efforts, progress and successes of its Small, Local and Minority Business Subcontracting Plan as a condition precedent to final payment and release of retainage. This written report is a requirement of substantial completion.

The project will neither be deemed substantially complete nor be accepted for final payment until the contractor submits and the City Engineer has accepted the written report on the progress and success of its Small, Local, and Minority Business Subcontracting Plan.

104.02.04 Provided, however, on emergency projects, the contractor may be permitted to submit its Small, Local and Minority Business Subcontracting Plan after the issuance of the work order and after commencing work on the emergency project. For emergency projects, the Small, Local and Minority Business Subcontracting Plan must be submitted within seven (7) calendar days of commencing work and the written report must be submitted and accepted as a requirement of substantial completion, release of retainage and final payment.

SECTION 105 – AWARD AND EXECUTION OF PUBLIC CONSTRUCTION CONTRACTS

105.01 – AWARD OF CONTRACT

It is the intent of the Awarding Public Agency to award a contract, incorporating by reference the Bidding Documents, the bid and the Contract Documents, to the lowest and best responsible bidder provided the bid has been submitted in accordance with the requirements of the Bidding Documents and applicable law. The contract Documents incorporates the Standard Specifications, Standard Details, Bidding Documents, the bidder's bid and such certificates, affidavits, documents submitted with the bid, the Performance Bond, Statutory Bond, Maintenance Bond, certificates of insurance, approved submittals and substitutions, the work order, approved Project Schedules, approved Small, Local and Minority Business Subcontracting Plan applicable regulations and laws, and any subsequently approved amendments, change orders and field changes,.

105.01.02 The Awarding Public Agency reserves the right to award all, some, or none of the Alternate Bids. The Awarding Public Agency has the right to accept add/deduct Alternate Bids in any order or combination and to determine the lowest and best responsible Bidder based on the sum of the Base Bid and such Alternate Bids accepted by the Awarding Public Agency, in its discretion, unless otherwise stated in the Bidding Documents.

105.01.03 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 Small Local and Minority Business Subcontracting Plan, certificates of insurance and/or any other required documents, the Awarding Public Agency reserves the right to offer the Contract to the Bidder deemed to be the next lowest and best responsible Bidder.

105.02 – NO RIGHTS BY CONTRACT AWARD

Except as provided by "Execution of Emergency Contract Documents," the award of a contract shall convey no rights or claims by the successful bidder because of award until the contract has been reduced to writing and duly signed by the Awarding Public Agency.

105.03 - EXECUTION OF CONTRACT DOCUMENTS (Non-Emergency).

Contractor must submit properly completed and executed Contract Documents, including but not limited to Contract, bonds, certificate of insurance, and Preliminary Project Schedule (with critical path) within seven (7) calendar days following notification by the Awarding Public Agency of its intent to award contract, unless said time is extended by the Awarding Public Agency. With the Contract Documents, the contractor will submit a properly signed Nondiscrimination Certificate. Unless expressly directed by the City Engineer, no work shall be commenced until the written contract has been executed and the required bonds and insurance have been provided Project Schedule has been approved, and a work order has been issued by the City Engineer.

105.04 – EXECUTION OF EMERGENCY CONTRACT DOCUMENTS.

The contractor will submit the properly executed Contract Documents including but not limited to contract, bonds, and certificate of insurance, within seven (7) calendar days following notification by the

Awarding Public Agency, unless said time is extended by the Awarding Public Agency No contract shall be binding on the Awarding Public Agency until it has been executed or ratified by the Awarding Public Agency; however, work must commence upon notification of award by the Awarding Public Agency and issuance of a work order by the City Engineer Should the Awarding Public Agency not ratify the award of the Emergency Contract, then contractor will be paid for the actual costs incurred prior to the determination of the Awarding Public Agency to not ratify the contract award.

105.05 – RIGHTS UNDER THE CONTRACT.

Except as provided by “Execution of Emergency Contract Documents,” the successful bidder shall have no right to action or claim upon such contract or the anticipation of the contract against the Awarding Public Agency until the contract has been reduced to writing and duly signed by the Awarding Public Agency.

105.06 – RESERVE RIGHT TO RESCIND AWARD AND AWARD TO NEXT LOWEST BIDDER

Should a bidder who is awarded a contract fail to timely execute and provide the required contract and bonds, certificates of insurance, and/or execute and submit any other required documents required by the Bidding Documents, the Awarding Public Agency reserves the right to rescind the award and award the contract to the bidder deemed to be the next lowest and best bidder.

105.07 – FAILURE TO EXECUTE CONTRACT

105.07.01 Failure of the bidder to properly execute and timely submit the required Contract Documents is considered a default. By reason of such failure by the bidder, the Awarding Public Agency 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 Awarding Public Agency deems appropriate.

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

105.08 - NO WORK UNTIL WORK ORDER

No Work shall commence until the Contract Documents are properly executed and submitted and a work order has been issued by the City Engineer.

106 – CONTRACT BONDS REQUIRED

106.01 - SUCCESSFUL BIDDER SUBMITS BONDS.

The successful bidder must timely furnish all required bonds. The bonds must be submitted on the forms, or photocopies thereof, provided in the Bidding Documents. All bonds must be provided by a surety authorized to do business in the State of Oklahoma. The bidder must 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 deemed included by the Contract in the amount of the bid as an incidental cost.

106.02 - BONDS

The bonds are Performance Bond, Statutory Bond and Maintenance Bond. Successful bidder must timely submit bonds on forms included in the Bidding Documents.

106.02.01 – PERFORMANCE BOND

Performance Bond in the amount of the Contract Amount will be effective and enforceable until final formal acceptance of the project by the Awarding Public Agency. The Performance Bond shall be executed in favor of the Awarding Public Agency.

106.02.02 – STATUTORY BOND

Statutory Bond in the amount of the Contract Amount will be effective and enforceable until the contractor has documented and verified all claims of all subcontractors, materialmen and suppliers on the project have been fully paid and/or all released. The Statutory Bond shall be executed in favor of the State and all subcontractors, materialmen and suppliers.

106.02.03 – MAINTENANCE BOND

Unless otherwise provided in the Bidding Documents the Maintenance Bond equal to one hundred percent (100%) of the Contract amount shall be for a period of two years from the acceptance of the completed project. The Maintenance Bond must be executed in favor of the Awarding Public Agency.

106.02.04 – UNSATISFACTORY BONDS The Awarding Public Agency may, by formal action, reject/not accept any bond if the surety issuing the bond is: (1) now in default or delinquent on any demand on any bond for any project with an Awarding Public Agency; (2) is an adverse party to the Awarding Public Agency in any litigation involving enforcement of the bonds issued in favor of the Awarding Public Agency; or (3) is not licensed or otherwise permitted to do business in the State of Oklahoma.

Should any surety be determined unsatisfactory at time of award notice will be given to the contractor and the contractor must substitute bonds from a new surety satisfactory to the Awarding Public Agency. No payment will be made under the contract until the new surety and bonds, as required, have been accepted by the Awarding Public Agency.

SECTION 107 – PRE-WORK

107.01 - PRE-WORK CONFERENCE The Awarding Public Agency will hold a Pre-Work Conference. The City Engineer will schedule the Pre-Work Conference, which will be conducted at a time and place established by the City Engineer. The Contractor must be ready for the Pre-Work Conference within seven (7) calendar days of notice of contract award. The contractor's superintendent for the project must attend the Pre-Work Conference. The contractor's subcontractor(s) may attend the Pre-Work Conference. The Engineer/Architect, if any, must attend the Pre-Work Conference. The City Engineer and a representative of the City Engineer will attend for the Awarding Public Agency.

107.01.01 – Required Contractor Documents for Pre-Work Conference.

Contractor must have timely submitted the following documents prior to the Pre-Work Conference:

- A. Small, Local and Minority Business Subcontracting Plan, and
- B. Project Schedule, and
- C. Traffic Control Plan, Street Closings, Detour Routes and
- D. Erosion Control Plan, and
- E. Schedule of Values, as applicable.

107.02 – WORK ORDER

107.02.01 Except for emergency contracts, no workorder will be issued until the required Contract Documents have been executed and submitted by the contractor and approved by the Awarding Public Agency and the contractor has met the other requirements of the Bidding Documents. If the contractor has provided the Contract Documents and met all the other requirements of the Bidding Documents, then upon approval of the Project Schedule, Lay Schedule, and Final Small Local and Minority Business Subcontracting Plan at the Pre-Work Conference, the City Engineer may issue a work order.

107.02.02 Contractor may not commence work on the project until a work order is issued. Upon issuance of a work order, the contractor must begin work on the project in accordance with the work order. If the Project Schedule, Lay Schedule, or Final Small and Disadvantaged Local

Business Subcontracting Plan are not approved at the Pre-Work Conference, the work order will be issued and project time will commence but contractor work on site will be suspended until the contractor submits any required revision or re-submission thereof and the revised or resubmitted Project Schedule, Lay Schedule, or Final Small and/or Disadvantaged Local Business Subcontracting Plan is approved. No additional compensation will be paid, and no additional days will be granted, whether a Completion Date Project or Calendar Day Completion Project or other, for lost time pending approval of the Project Schedule, Lay Schedule, or Final Small Local and Minority Business Subcontracting Plan.

107.02.03 For Calendar Day Completion Projects, the counting of calendar days will start on the date work is to commence as stated in the work order and must be completed within the number of calendar days stated on the Notice to Bidders, even should work be suspended pending approval of the Project Schedule, Lay Schedule, Final Small Local and Minority Business Subcontracting Plan, or any other requirement in the Bidding Documents.

107.02.04 For Completion Date Projects, the project must be completed on or before the Completion Date stated in the Notice to Bidders, even should a work order not be issued or work be suspended pending approval of the Project Schedule, Lay Schedule, Final Small Local and Minority Business Subcontracting Plan, or any other requirement in the Bidding Documents.

107.03– AUTHORITY OF CITY ENGINEER

107.03.01 The contractor must submit a proposed Project Schedule with the executed contract and bonds. The contractor's Project Schedule must clearly demonstrate the ability of the contractor to timely complete the project in accordance the Contract Documents, utilizing generally accepted industry standards. The contractor's Project Schedule must include reasonably defined and realistically achievable timelines tied to each significant task on the critical path for the orderly and timely completion of all work and the project. The contractor's Project Schedule must demonstrate continuous, significant progress of work and the well-planned coordination of submittals, work, orders, suppliers, vendors, and subcontractors. The City Engineer shall have the right and authority to deny or require the contractor revise the Project Schedule submitted at the Pre-Work Conference or with any Pay Claim or any revised Project Schedule, should the Project Schedule or any revision thereof not meet these requirements. The contractor will be bound by the timelines and performances in the approved Project Schedule and any approved revision thereof.

107.03.02 Neither the contract nor Contract Documents will be construed to have been waived, revised or modified by approval of the Project Schedule. The contract may only be modified or amended by amendments and change orders approved by the Awarding Public Agency.

SECTION 108 – SCOPE OF WORK

108.01 – INTENT OF CONTRACT DOCUMENTS

108.01.01 The Contract Documents describe the work and the project The contractor must timely perform all work as provided in the Contract Documents and must timely perform such necessary and incidental work as may be required to complete the project in accordance with the Contract Documents. The contractor must furnish all items, labor systems, material tools, equipment, processes, and incidental work necessary for the completion of all work and the project.

108.01.02 On public construction contracts, the contractor must timely and fully perform all work and services and provide all items, materials, tools, equipment and supplies necessary or incidental to the completion of all work and the project. The contractor must include all costs and expenses for all work and the project in the Bid Tab. The contractor will only be paid such

compensation as expressly provided in the Bid Tab and any amendments and change orders approved by the Awarding Public Agency. The contract will not receive any separate, other or additional compensation or time for necessary or incidental work, services, materials, tools, equipment and supplies for completion of all work and the project.

108.02 – CONFORMITY WITH CONTRACT DOCUMENTS

All work must conform to the lines, grades, cross sections and dimensions shown in the Contract Documents Any changes, modification or revision of the Contract Documents may only be accomplished by written amendments, change orders or field changes as provided, authorized and approved in these Standard Specifications.

108.03 – ORDER OF CONSTRUCTION

Contractor must perform the work in the order set forth in the approved Project Schedule, or the most recently approved revised Project Schedule, unless a revised Project Schedule is approved by the City Engineer. However, approval of a revised Project Schedule will not change the Project Completion Days or the Project Completion Date, which may only be changed by change order approved by the Awarding Public Agency.

108.04 – PROSECUTION OF WORK

108.04.01 – GENERAL

Contractor must perform the project and the work under the contract within the time limit stated in the Notice to Bidders and must conduct the work in such a manner and with sufficient equipment materials, supplies and labor as is necessary to ensure its timely completion. The sequence of all construction operations must at all times be in accordance with the Project Schedule approved by the City Engineer Should the prosecution of the work for any reason be suspended for more than one day by the contractor, the contractor must notify the City Engineer at least twenty-four (24) hours in advance of suspending and also in advance of resuming operations.

108.04.02 – PROJECT SCHEDULE

108.04.02.01 Contractor must establish such construction scheduling and phasing/sequencing, "Project Schedule," required to timely perform the project in accordance with the Contract Documents within the time for completion in the Notice to Bidders. Contractor will develop the Project Schedule for the project to establish a chronological and logical order for the scheduling of construction and related activities also including without limitation any testing, inspection and site remediation and clean up. The Project Schedule must graphically illustrate a series of activities including project start, subcontracting plan, ordering of materials and equipment, description of project activities, relationships, and time for commencing and required for performance of each critical activity or task through to completion. The maximum duration for any single activity or task may not exceed thirty (30) calendar days.

108.04.02.02 The Project Schedule must establish the critical path for timely completion of the project from the work order through Acceptance of the project. Contractor must provide a preliminary Project Schedule in a re-writable format agreeable to the Awarding Public Agency at least seven (7) days prior to the Pre-Work Conference for review by the Engineer/Architect and City Engineer. The preliminary Project Schedule will be corrected and finalized at the Pre-Work Conference. The Project Schedule must be accepted by the City Engineer prior to the contractor commencing work at the project site; however, no time or delay in providing and in the approval of Project Schedule will entitle the contractor to additional time or compensation.

108.04.02.03 The Engineer/Architect and City Engineer will consider acceptance of the Project Schedule once the contractor has incorporated all comments, questions, and revisions and contractor has satisfactorily responded to all requests for information and documentation.

108.04.02.04 Contractor must update and submit a revised Project Schedule with each monthly pay claim or request. The updated Project Schedule must show work completed and schedule recovery of any work not completed in accordance with the previous Project Schedule and Contract Documents so that the project will be completed timely. Claims for payment for work performed will not be processed until the monthly updated Project Schedule is received and approved. Any significant change to the project sequencing must be submitted for acceptance by the Engineer/Architect and City Engineer in a proposed revised Project Schedule.

108.04.02.05 In the event that the contractor is not able to perform the work to the latest submitted and accepted Project Schedule, the contractor must develop and submit a Recovery Project Schedule with the monthly schedule update. The Recovery Project Schedule shall be considered a revision to the Project Schedule that must be accepted by the Engineer/Architect and City Engineer. The Recovery Schedule must show completion of the project within the time allowed on the project unless the Awarding Public Agency, in its sole discretion, has granted a change order with an extension of time. No claims for payment will be processed without an updated and approved Project Schedule.

108.04.03-CONFORMANCE TO PROJECT SCHEDULE. Contractor must conform work and progress to all submitted and accepted Project Schedules. If a Project Schedule has not been accepted by the Engineer/Architect and City Engineer, the most recently submitted or accepted Project Schedule must be utilized in planning and performing the project activities and tasks.

108.04.04 Neither the Awarding Public Agency nor the City will be responsible for any delays to the project or changes to the Project Schedule in the absence of an updated accepted Project Schedule or an accepted recovery Project Schedule. Neither the Awarding Public Agency nor the City will be responsible for any delays to the project or work that are not directly caused by the Awarding Public Agency. Neither the Awarding Public Agency nor the City will be responsible for any delays to the project or work that do not substantially affect the critical path.

108.04.05 No additional time or change in completion days or date will be granted through the Project Schedule or any approval thereof. No additional time or change in completion days or date will be granted for the approval of updated or revised Project Schedules.

108.04.06 Additional time, if any, will only be granted by the approval of a change order by the Awarding Public Agency.

108.05 – DAY’S WORK AND WORKING HOURS

Work must be done only on weekdays, except City holidays, during regular and commonly accepted and prescribed working hours unless otherwise provided in the Contract Documents or pre-approved in writing by the City Engineer. No Work shall be done nights, Saturdays, Sundays, or City holidays unless otherwise provided in the Contract Documents or pre-approved in a special order or permit is given by the City Engineer to do so. The City Engineer may direct or restrict work that requires connection to or the suspension of utility service or operation or the access or use of street or traffic operation to hours designated by the City Engineer for the purpose of minimizing the impact on those utilities, streets and/or operations. Any such direction or restrict will be considered incidental and no additional time or payment will be granted the contractor for any such direction or restriction.

108.06 – TIME OF COMMENCEMENT AND COMPLETION

Contractor must perform the work and complete the project within the time specified in the Notice to Bidders. Contractor must perform the work at a rate of progress must be such that the project and the whole work will be performed in accordance with the Contract Documents, the Punch List items

completed, the work sites and project site remediation and cleaned up, and the project has been accepted by the Awarding Public Agency within that time limit specified in the Notice to Bidders, unless an extension of time be made in a written change order approved by formal action of the Awarding Public Agency.

108.07 – EXTENSION OF TIME OF COMPLETION

108.07.01 Contractor assumes all responsibilities for timely performance of the contract and will include any risk of delay in the bid. Delays which may be or may have been addressed by additional cost or expense, though unexpected, will not be deemed a basis for additional time or compensation.

108.07.02 Contractor is not entitled to any additional time or compensation for any delay, except for unavoidable delays directly caused by the Awarding Public Agency. Contractor has the duty and obligation to make all reasonable efforts to reduce and minimize the impact of delays caused by Awarding Public Agency or the City.

108.07.03 A request for additional time must be submitted to the City Engineer in writing by the contractor within seven (7) calendar days from and after the time when the alleged cause of delay occurred. Failure of the contractor to provide timely written notice of a cause of delay directly caused by the Awarding Public Agency within seven (7) calendar days shall be a waiver of the contractor's potential claim for delay and any costs and expenses related thereto.

108.07.04 Performance or non-performance of contractor or its subcontractors, materialmen or suppliers will not be deemed a basis for additional time or compensation and no additional time or compensation will be granted.

108.07.05 Contractor must obtain and maintain such insurance or other protection against force majeure events. Contractor is not entitled to any additional time or compensation for force majeure events.

108.08 – FAILURE TO COMPLETE WORK ON TIME

108.08.01 Time is of the Essence

Both the Awarding Public Agency and the contractor expressly agree that time is of the essence with respect to this project and the performance of the contract. The progress of work and the completion of the project in a timely manner is essence. Contractor is responsible for and must include all such costs and expenses for the work and the project in its bid and the contract price.

108.08.02 For each calendar day that any work or the project shall remain incomplete after the completion time in the Notice to Bidders, actual direct costs, expenses and damages will be due and owing from the contractor to the Awarding Public Agency and any such costs, expense and damages may be deducted from the monies due or to be due the contractor in the amount of such costs, expenses and damages incurred by the Awarding Public Agency and/or the City as reasonably determined by the City Engineer.

108.08.03 In addition, liquidated damages may be set in the Special Provisions. The liquidated damages will be deducted for such delay, for failure to complete or non-completion of the project, and for untimely completion of the contract within the time established in the Notice to Bidders not as a penalty but as reasonable liquidated damages for indirect and consequential damages since it would be impracticable and extremely difficult to fix those actual damages.

108.09 – CONTINUOUS PROGRESSION OF THE WORK

108.09.01 Interruption of Work – Private and Public Projects

Once construction operations commence within the project limits, work must continue on each available calendar day (as defined in these Standard Specification) without interruption until the

project is completed.

108.09.02 Non-Suspension of Work – Private and Public Projects

Contractor may not suspend work without the prior written authority from the City Engineer and must proceed with the work promptly when notified by the City Engineer to resume operations.

108.10 – AMENDMENTS, CHANGE ORDERS AND FIELD CHANGES

The provisions of the contract may be amended or changed only by a written amendment, or a written change order approved by the Awarding Public Agency.

108.10.01 – AMENDMENTS

108.10.01.01 No amendment of quantities shall be paid until it has been approved by the Awarding Public Agency.

108.04.01.02 No amendment shall become effective until it has first been approved by the Awarding Public Agency.

108.04.01.03 No additional time is or will be granted for amendments.

108.10.02 – CHANGE ORDERS

108.10.02.01 A change order may authorize an addition, deletion, or revision in the work or project and/or an adjustment of the contract price or the contract time.

108.10.02.02 The cumulative amount of change orders for a contract may not exceed the limit established by State law.

108.10.02.03 Contractor must proceed with the work and project as stated in a change order as signed by the contractor and the City Engineer. No change order shall be paid until it has first been approved or ratified by the Awarding Public Agency.

108.10.02.04 Any change order may not exceed the cumulative actual net cost incurred by the contractor and its subcontractors, materialmen, and suppliers for the labor (actual net salary or wages paid), materials, supplies tools and equipment to accomplish the change in the scope of work or project, plus not to exceed a total of fifteen percent (15%) of such cumulative actual net costs for the contractor and subcontractor's overhead and profits.

108.10.03 – FIELD CHANGES

108.10.03.01 Field changes are changes to the Contract Documents when the overall contract price and contract time are not changed. Field changes do not change the function or purpose of the project.

108.10.03.02 Field Changes requested by the contractor must be reviewed by the Engineer/Architect and recommended by the Engineer/Architect to the City Engineer. field changes must be agreed by the contractor and recommended by the Engineer/Architect to the City Engineer. Field changes shall be binding when approved by the City Engineer

108.10.03.03 No additional compensation or additional time will be granted the contractor by or for a field change.

108.10.03.04 Field changes will be documented by the Contractor on as-built plans.

108.11 – POST CONTRACT AWARD REQUESTS FOR SUBSTITUTIONS

Bidding Documents are incorporated into the Contract Documents. Contractors must provide the project and all work, services, tests, materials, equipment and supplies necessary to timely provide the project in accordance with the Bidding Documents as modified by the Contract Documents.

108.11.01 If the Bidding Documents identify a bid item by naming a manufacturer and/or product, the contractor must provide the bid item as identified, unless a substitution is timely requested by the contractor, recommended by the Engineer/Architect, and approved by the City Engineer before use or incorporation into the project.

108.11.02 If the Bidding Documents identify a bid item by naming a manufacturer and/or product “or equal,” the contractor must timely provide the identified bid item or may timely submit an “or equal” to the Engineer/Architect for review. If the “or equals” is recommended by the Engineer/Architect and approved by the City Engineer, then the contractor may provide or use the “or equal” at contractor’s own risk. The contractor may only use or provide the submitted “or equal” after approval by the City Engineer. If the contractor uses or provides the “or equal” before approval by the City Engineer, then the City Engineer may require the contractor to remove the “or equal,” provide the identified bid item, and/or redo the work at contractor’s own cost and expense. The contractor will not receive any additional compensation for the approved bid item or work. The contractor will not receive any additional time or compensation for the approval or denial of an “or equal” where a bid item was identified in the Bidding Documents.

108.11.03 If the Bidding Documents identify a bid item or work by establishing a standard of required character, function, dimension, appearance, useful life, and/or quality, the contractor must timely submit the bid item or work to the Engineer/Architect for review. If the bid item or work is recommended by the Engineer/Architect and approved by the City Engineer, then the contractor may provide or use the bid item or work. The contractor may only use or provide the bid item or work after approval by the City Engineer. If the contractor uses or provides the bid item or work before approval by the City Engineer, then the City Engineer may require the contractor to remove the bid item or work and/or redo the work at contractor’s own cost and expense. The contractor will not receive any additional compensation for the approved bid item or work. The contractor will not receive any additional compensation or time for denial of a submittal that does not conform, meet the requirements, or achieve the function or purpose of the bid item or work.

108.11.04 Substitutions may be considered after award of contract, at the sole discretion of the Awarding Public Agency, unless specifically prohibited otherwise in the Bidding Documents. However, contractor has no right to a substitution and any contractor basing a bid on a substitution, not approved by pre-bid addendum, does so at the risk of being required to provide the bid item or work designated in the Bidding Documents. The proposed substitution contractor must include in its request documentation evidencing any cost or time savings to Awarding Public Agency.

108.11.5 Substitution requests must be timely submitted in writing by the contractor, to Engineer/Architect, with documentation supporting the quality and adequacy of the bid item or work. The contractor must submit all additional information requested by the Engineer/Architect for review of the substitution. Engineer/Architect. The Engineer/Architect will make a recommendation to the City Engineer. Engineer/Architect.

108.11.06 If the substitution is recommended by the Engineer/Architect and approved by the City Engineer, then the contractor may provide or use the substitution at contractor’s own risk. The contractor may only use or provide the submitted substitution after approval by the City Engineer. If the contractor uses or provides the substitution before approval by the City Engineer, then the City Engineer may require the contractor remove the substitution, provide the identified bid item

and/or redo the work at contractor's own cost and expense. The contractor will not receive any additional time or compensation for the approval or denial of a substitution where a bid item was identified in the Bidding Documents.

108.11.07 Substitutions will not be binding unless and until approved by the City Engineer. The City Engineer reserves the right to accept or reject any post-contract award substitution requests. The City Engineer may also condition approval of any substitution request on shared cost and/or time savings to be gained or obtained by the substitution. Substitutions which include a change in the contract time or price, if approved, must be included and must be approved in a change order approved by the Awarding Public Agency.

108.11.08 The Awarding Public Agency does not promise and is not obligated to the contractor for the Engineer/Architect to review or the City Engineer to review a submittal or substitution within a particular time but only that the Engineer/Architect and City Engineer will sequentially review the submittal or substitution within a reasonable time after receipt and verification of all requested information and documentation. No additional time or compensation will be granted for submittal or substitution review and/or denial or approval, if any. Contractor must include time for submittals and substitution processes in its Project Schedule.

SECTION 109 – CONTROL OF THE WORK AND MATERIALS

109.01 – ADJUSTMENT OF EXISTING STRUCTURES AND UTILITIES

109.01.01.01- General The contractor must call for location of underground utilities and facilities. Contractor, at its expense, must manually pothole and locate underground utilities and facilities including but not limited to public and private oil or gas pipelines and facilities, water pipelines and facilities, sewer pipelines and facilities, telecommunication lines and facilities, traffic control lines, devices and facilities, storm water lines and facilities and other utility lines and facilities, whether or not identified or shown on the plans or in the Contract Documents. The contractor may use such electrical or mechanical devices or use such other reliable means the contractor may select to locate any underground lines and facilities. The contractor must:

- (1) protect,
- (2) adjust to grade,
- (3) disconnect and replace,
- (4) remove or relocate and replace, and/or
- (5) provide supports,

during the project, excavation, construction and backfill to protect such utilities and facilities against damage, settlement, freezing and weather-related damage by the elements and must pay all fees to the owner of such utilities and facilities, local, county, City, state or federal agencies, which may be required in the performance of the work.

109.01.01.02 The contractor must make satisfactory arrangements with the owners of such utilities and facilities for performing the work. Except where specific item or unit prices are specifically provided in the Contract Documents, the contractor will not be entitled to any additional time or compensation for such work and any cost or expense is incidental and will not be separately due or paid.

109.02 – GEOTECHNICAL INFORMATION

109.02.01 All geotechnical information when shown in the Bidding Documents or included in the Contract Documents, only represent the materials and/or subsurface characteristics only as to the point, depth or location expressly and specifically stated in the geotechnical information included in

the Contract Documents and only to the extent specifically stated in the geotechnical information included in the Contract Documents.

109.02.02 Each bidder and contractor must make its own interpretation of the character and condition of the materials and/or subsurface characteristics, which will be encountered between the points and locations in the geotechnical information. Awarding Public Agency neither represents or warrants the condition of the materials and/or subsurface characteristics between points or locations in the geotechnical Information provided nor does the Awarding Public Agency imply, represent, or warrant the condition of the materials and/or subsurface characteristics are similar or humongous with the point or location in the geotechnical information. The bidder and contractor are responsible for including any potential risk and/or potential cost in its bid. Each contractor may, at his own expense, make additional surveys and investigations as may be deemed necessary to determine conditions which will affect performance of the work to determine the method and means for performing the work.

109.03 – AUDIO-VIDEO RECORDING PRE-CONSTRUCTION AND POST-CONSTRUCTION

Contractor must make and provide the Engineer/Architect and City Engineer copies of pre-construction and post-construction audio-video recordings of the project site, work sites, and any access, roads, streets, easements, rights-of-ways to be utilized by the contractor, also including by its suppliers, materialman, and subcontractors. The pre-construction audio-video recordings must be delivered by the contractor to the Engineer/Architect and City Engineer for review and approval prior to accessing or commencing construction on the project site, any work site or any construction related access road. The post-construction audio-video recording must be delivered by the contractor to the Engineer/Architect and City Engineer for review and approval prior to submitting a claim for release of retainage or final payment. These audio-video recordings will serve as a record of pre-construction and post-construction final conditions. All audio-video recordings must be recorded in a manner that logically follows the entire project and any access, roads, streets, easements, rights-of-ways, project sites and work sites to be utilized by contractor in a continuous, logical and accurate manner. The audio-video recordings shall be the property of the Awarding Public Agency.

109.03.01 PRE-CONSTRUCTION AUDIO-VIDEO RECORDING

Before clearing, grading or construction operations begin, the contractor is also required to record above ground topography, trees, vegetation, landscaping, and existing improvements, structures, facilities, and amenities located in and along the project site, work sites, adjacent properties and structures, and also on and along street and road access to the project site.

109.03.02 POST-CONSTRUCTION AUDIO-VIDEO RECORDING

After construction is completed, the contractor is required to record above ground topography, trees, vegetation, landscaping, and existing structures, facilities and amenities located in and along the project site, work sites, and adjacent properties and structures, and also on and along street and road access to the project site.

109.03.03 AUDIO-VIDEO RECORDING QUALITY

Audio-video recordings must be in color and recorded digitally on format as approved by the City Engineer. The audio-video record must be high quality and framed to provide sufficiently detailed information to settle disputes that may arise as to existence and condition and any damage to then structures, facilities and amenities.

109.03.04 DEEMED CONTRACTOR RESPONSIBILITY TO RESTORE, REMEDIATE OR REPLACE

If the audio-video recording does not include the structures, facilities, trees, vegetation, landscaping, and amenities located in and along the project site, work sites, and adjacent properties and structures, and also on and along access to the project site or its condition or is

not adequate to clearly demonstrate the condition, then contractor shall be responsible for the restoration, remediation and/or replacement of any alleged damage at contractor's cost without additional compensation or time granted by the Awarding Public Agency.

109.03.05 COLOR AUDIO-VIDEO OF PRECONSTRUCTION, FINAL RECORD (RECORDED DIGITALLY)

- A) Scope

Prior to commencing Work, the Contractor must make a continuous color audio-video recording, recorded digitally on DVD, and made of the entire Project site and surrounding areas in a manner that logically follows the entire Project path in a continuous manner and a minimum of 100 feet from both sides of the construction centerline or from building face to building face. The Contractor must make a color audio-video recording, recorded digitally on DVD, made of the entire Project at completion. These recordings will serve as a record of pre-construction and post-construction conditions. Contractor must submit one copy to the Project Engineer and one copy to Field Services for these phases of Audio-Video recording. The contractor will be responsible for damages and repairs for which pre-construction recording is inadequate to definitively establish pre-construction condition.
- B) Professional Electrographers

The Contractor must engage the services of a professional electrographer. The color audio-video DVD must be prepared by a responsible independent commercial firm known to be skilled and regularly engaged in the business of pipeline construction color audio-video (DVD) documentation.
- C) Equipment

All equipment, accessories, materials, tools and labor to perform this service must be furnished by the Contractor. The total audio-video system must produce bright, sharp, clear pictures with accurate colors and must be free from distortion, tearing, rolls, or any other form of imperfections. The audio portion of the recording must produce the commentary of the camera operation with proper volume, clarity and be free from distortion and interruptions.
- D) Recorded Information-Audio

Each DVD must begin with the current date, project name and municipality and be followed by the general location, i.e., viewing side and direction of progress. The audio tract must consist of an original live recording. The recording must contain the narrative commentary of the electrographer, recorded simultaneously with his video of the zone of influence of construction.
- E) Recorded Information-Video

All video recordings must begin by displaying digital information to include the date and time of recording. The date information must contain the month, day, and year. Additional information must be displayed periodically. Such information must include, but not be limited to, project name, contract number, direction of travel and the viewing side.
- F) Lighting

All video recording must be done during times of good visibility. During precipitation, mist or fog, artificial light must be provided to properly illuminate the objects.
- G) Speed of Travel

The rate of speed in the general direction of travel used during video recording, as well as panning and zooming rates, must be sufficiently controlled to maintain a clear view of the objects.

109.03.06 PAYMENT FOR THIS ITEM

If not specified with a separate pay item on the Bid Tab, the cost of audio-video recording will be incidental, will not be paid separately, and will be deemed to be included in other bid items.

109.04-STORM WATER CONSTRUCTION ACTIVITIES PERMIT

Contractor must also comply with the Environmental Protection Agency (EPA), Oklahoma Department of Environmental Quality (ODEQ) regulations, and all construction activities within its corporate boundaries of Oklahoma City must comply with the following regulations:

- A) Environmental Protection Agency
- B) Code of Federal Regulations (40 CFR, Part 122)
- C) Clean Water Act
- D) Oklahoma Department of Environmental Quality
- E) Oklahoma Pollutant Discharge Elimination System Act (OPDES) 27A O.S. 2-6-201
- F) ODEQ General Permit OKR10
- G) City of Oklahoma City
- H) 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 the 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. Contractor must follow the plans as submitted and approved at all times during construction of the project. Along with the above stated items the contractor must also provide a check payable to the Awarding Public Agency in an amount required by the project. This permit must be approved before the contractor will be allowed to obtain the building/construction permit. Permits may be renewed annually upon filing of a renewal application and payment of permit fee, provided that the contractor'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)

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.

109.05 – SEDIMENT AND EROSION CONTROL

109.05.01 The contractor must minimize the amount of land disturbed to minimize:

- A) costs, damage and the loss of the dirt or sediment from the project site, work site and/or neighboring properties.
- B) deposit of dirt or sediment on the project site, work Site or neighboring properties.
- C) changes in surface water flow.
- D) cause water impoundment or stagnation.
- E) blowing or flying dirt, sediment and debris.
- F) sediment, dirt and debris contaminating storm water conduits, waterways and streams
- G) cost of re-vegetation and remediation of land.

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 as soon as possible. Permanent vegetative cover must be established promptly after completion of work in an area and prior to

acceptance of any work or portion of work. Contractor must establish and continuously maintain such vegetative cover and erosion control measures, structures and devices as may be necessary to comply with City ordinances and other applicable regulatory requirements. Contractor must utilize such other and additional techniques as will minimize erosion and prevent sediment, dirt and debris from being carried offsite by runoff. Contractor must create and submit an Erosion Control Plan prior to the Pre-Work Conference. Contractor must timely implement an Erosion Control Plan that meets City standards whether within the City limits or not. All work must continuously comply with the contractor's Erosion Control Plan. Contractor must also comply with any other or additional applicable local, City, state and federal requirements.

109.05.02 Contractor must designate a full-time employee on the project site and each other work site to be responsible for implementation and continuous maintenance of erosion and sediment control measures. Contractor's designated employee must inspect and document the condition of all erosion control measures, devices and structures on a daily basis. In the event of forecast for rainfall in excess of one-half inch on the next calendar day, Contractor must inspection and restore all erosion control measures, devices and structures before suspending work on the preceding day and inspect and restore the erosion control measures, devices and structures on the day of the rainfall event. In the event of rainfall in excess of one-half inch, an inspection and restoration of all erosion control measures, devices and structures must also be inspected and restored by noon on the calendar day following such rainfall event.

109.06 – EXISTING STRUCTURES NOT SHOWN IN CONTRACT DOCUMENTS

Contract Documents identifies the location of known surface and subsurface structures and facilities. The City assumes no responsibility for failure to show any surface structures on the Contract Documents or to show them in their exact location. No claim for extra work, additional time or additional compensation will be considered for identified surface and subsurface structures and contractor will be deemed to have included all potential costs and time to locate, avoid, move, secure, support or otherwise address such structures in its Bid as incidental costs and contingencies. No claim for extra work, additional time, or additional compensation will be considered unless the unidentified facility or structure encountered necessitates substantial changes in the lines, elevation, location, or grades of the project or requires the building of a special structure for the project to function as intended in the Contract Documents. Nothing herein shall relieve the contractor of the responsibility to thoroughly inspect the project site and physically locating surface and subsurface facilities and structures prior to commencing work.

109.07 – CONSTRUCTION STAKES

109.6.07.01 Contractor must, at the contractor's expense, maintain all surveys, stakes, field controls and benchmarks established by the Engineer/Architect and must provide and maintain all surveys, construction staking, field controls and benchmarks in accordance with these Standard Specifications for Construction Staking, unless otherwise provided in the Contract Documents.

109.07.02 Contractor must also establish and maintain all construction stakes, field controls, and benchmarks as may be required to construct the project in accordance with the Contract Documents at the contractor's expense.

109.07.03 Construction staking consists of furnishing, placing and maintaining construction stakes, field controls, or benchmarks as necessary to establish lines and grades required for completion of the project in accordance with the Contract Documents.

109.07.04 Field control shall be provided by the contractor at the contractor's expense prior to the work commencing. Contractor must preserve all surveys, stakes, field controls and benchmarks and the contractor must have them reset at the contractor's expense when damaged, lost,

displaced or removed at the contractor's expense.

109.07.05 Bridge centerline, horizontal, and vertical control shall be set by the Engineer/Architect.

109.07.06 Contractor must notify the Engineer/Architect and City Engineer immediately whenever plan errors or whenever the contractor believes latent obstructions require deviations from the specified elevations or horizontal locations.

109.08 – MEASUREMENTS

Before ordering any material or equipment or performing any work the contractor must verify and affirm the accuracy of all measurements. Errors, inconsistencies, or omissions discovered must be immediately reported to the Architect/Engineer and City Engineer. No extra, additional, or other charge or compensation will be allowed due to any difference between actual dimensions and the estimates or measurements indicated in the Contract Document, except payment of unit price items will be paid for based on the actual units installed and accepted in accordance with the Contract Documents.

109.09 – SUBMITTALS AND SHOP DRAWINGS

109.09.01 Contractor may not start delivery of any materials or equipment, requiring submittals or shop drawings, until the Engineer/Architect has approved any such required submittals and/or shop drawings. Only materials and equipment conforming to the requirements of the Contract Documents may be used in the work or project.

109.09.02 Contractor must transmit an electronic copy of each submittal and shop drawing to the Project Manager and the Engineer/Architect for review, in a format approved by the City Engineer. Each transmittal must be sequentially numbered and must include the City's project number, contractor's name, bid item number, supplier or manufacturer, and all information required by the Contract Documents. Contractor must also provide a certification or affix its approval stamp to each submittal, shop drawing and product booklet. The certification or approval stamp must certify that "The contractor has determined and verified submittal or shop drawing meets 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 in the submittal or shop drawing is the responsibility of and warranted by the contractor. Contractor submittal and/or shop drawing must be reviewed and approved by the Engineer/Architect prior to use on or incorporation into the project.

109.09.03 In reviewing and approving submittals and shop drawings, the Awarding Public Agency is entitled to rely upon the contractor's representations and warrants that all information is accurate and correct. Contractor shall not be relieved of any responsibility for deviations, errors or omissions of the submittals and shop drawings by the approval thereof by the Engineer/Architect. Upon receipt, the Engineer/Architect shall be allowed up to fourteen (14) calendar days for review. Upon approval by the Engineer/Architect, submittals and shop drawings that meet the requirements of the Contract Documents may be approved by the City Engineer. Submittals and shop drawings that do not meet the requirements of the Contract Documents will be returned to the contractor with an emailed letter directing additional information and/or correction and re-submittal or with an emailed letter rejecting the submittal and requiring submittal of different material or equipment. The date indicated on the Engineer/Architect emailed approval, denial or review letter will be considered the date returned to the contractor. Contractor must keep at least one (1) copy of all approved submittals and shop drawings at the project site.

109.10 – MATERIALS AND EQUIPMENT

109.10.01 – DELIVERY

Approved construction items, materials, supplies, and equipment may be ordered but may not be delivered to the work site or project site in advance of the start of construction as stated in the

work order. Contractor will be held responsible for the delivery, storage, security of all construction items, materials, supplies, and equipment. Contractor will be held responsible for the compliance of all materials and equipment in the Contract Documents and for the continued compliance with the Contract Documents through formal acceptance of the project by the Awarding Public Agency.

109.10.02 – SAMPLES

Contractor must provide samples of work materials, supplies, and equipment, when required by the Contract Documents or the Engineer/Architect. All such samples must be approved by the Engineer/Architect in writing before the work is executed or the material, supplies, or equipment is incorporated into the work or project. All work, material, supplies, and equipment must conform in all respects to the approved samples and the Contract Documents. Any work, material, supplies, and equipment that does not conform to the approved samples or the Contract Documents will be rejected and shall be removed and replaced by the contractor at contractor's sole cost and expense and no additional time will be granted therefor.

109.10.03 – TESTS

109.10.03.01 - The Engineer/Architect will provide a Test Schedule for the work and shall designate which materials, supplies, equipment, processes and work must be sampled and tested, the tests to be conducted, and the approved testing laboratories. Contractor must include the Test Schedule in its Project Schedule. All samples must be taken, and tests conducted in the presence of an Inspector and in accordance with the Contract Documents.

109.10.03.02 - The Engineer/Architect may require such additional samples and tests, as necessary for the verification, affirmation and assurance of performance and compliance in accordance with the Contract Documents, conformance with samples and tests, and proper construction of the project. All tests must be made in accordance with the appropriate Contract Document provisions.

109.10.03.03 –Contractor must provide such facilities as the Engineer/Architect, Project Manager, Testing Laboratory, and/or Inspector may require for inspecting work, collecting and forwarding samples, and performing tests.

109.10.03.04 - All tests must be performed at a laboratory designated by the City Engineer.

109.10.03.05 – Public Construction Contracts - All costs of tests on materials, supplies and equipment, tests of work performed, and all tests of performance and construction compliance with the Contract Documents that meet Contract Document requirements shall be at the expense of the Awarding Public Agency. All costs of tests that fail to meet the Contract Document requirements shall be at the expense of the contractor. Upon written notification from the designated laboratory of failed tests, the Awarding Public Agency is entitled and will withhold the cost of the test from subsequent payment voucher claims from the contractor until the cost of the test is paid in full by the contractor. No claim for damages, costs, delays, or additional time or compensation may be made to the contractor for any delays associated with the resolution of payment or failed tests. The Awarding Public Agency will not make payment of the final claim until the contractor has paid the Awarding Public Agency for all failed tests. The Awarding Public Agency may bring such actions as may be necessary to collect the costs of failed tests.

109.11 – MATERIALS CERTIFICATIONS

Contractor must furnish required samples of all submittals and substitutions without charge to the Awarding Public Agency. The Engineer/Architect will exam all samples and certifications to

determine whether the sample meets contractor representations and the Contract Documents and whether the submittal is approved. When the Contract Documents require testing of prefabricated work, equipment, materials, supplies, or any other products, the Engineer/Architect may waive local testing requirements in lieu of a certification from the manufacturer that the work, equipment, material, supply, or product furnished conforms to the appropriate Contract Document provisions and purpose. All tests must be performed by a laboratory designated by the Awarding Public Agency.

109.11.01 – GENERAL REQUIREMENTS

Contractor is responsible for obtaining all certifications and for arranging for delivery of the work, equipment, materials, supplies, or any other products, to the proper destinations designated by the Engineer/Architect and City Engineer as required by the Contract Documents. A responsible representative of the company that issues the certification must sign the certifications and include the official company title of the signer immediately beneath the signature.

All submittals of certifications must be furnished by the contractor in duplicate and each copy must show the following information:

- A) City’s project number,
- B) name of contractor,
- C) name of the manufacturer,
- D) identification markings on shipment,
- E) detailed quantity and description of work, equipment, materials, supplies, or any other products, represented by the certification, and
- F) reference to the Contract Document section the submittal is presented to satisfy.

109.11.02 – DISTRIBUTION OF CERTIFICATIONS

City Engineer City of Oklahoma City
Certifications for Project No. _____
420 West Main, Suite 700
Oklahoma City OK 73102
_____@okc.gov

These certifications will be checked by the Engineer/Architect for conformance with the applicable Standard Specifications and Contract Documents

109.11.04 – BASIS OF ACCEPTANCE

Whenever a certification as defined above is required or requested by the Engineer/Architect or the City Engineer such material or equipment may be accepted based on certification provided that all applicable requirements were met. However, visual inspection at delivery and installation must show the workmanship and condition of the material or equipment to be satisfactory and the material and equipment must continue to meet certification requirements and must continue to conformance with the applicable Standard Specifications and Contract Documents.

All material furnished under certification must 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 or project until the Engineer/Architect or City Engineer has approved the certificates.

Testing must be completed on all public improvement projects per the Testing Schedule as provided by these Standard Specifications and the Engineer/Architect. All testing will be performed by a testing laboratory designated by the City Engineer upon a written order. Any cost accrued by the Contractor is incidental and must be included in the unit price bid for other items.

Testing for Private Development is paid for by the Contractor, but still must meet the requirements

of the Testing Schedule provided by the City Engineer.

A satisfactory test is defined as being a test that shows that the quality of the materials, equipment or workmanship meets the requirements of these Standard Specifications and the Contract Documents. Where tests reveal that the quality of the materials, equipment, or workmanship does not meet the requirements of these Standard Specifications and the Contract Documents, additional tests may be required 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 results shall constitute the evidence referred to above.

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 tests provided for in the schedule, which show that the materials or workmanship conform to the Contract Documents shall be paid for by the Awarding Public Agency For privately constructed public improvements, the Contractor shall pay for all such tests whether the test reveals or that the materials or workmanship do or do not conform to the Contract Documents.

All costs of coring, testing of cores, and repair of core holes, shall be borne by the Contractor.

109.12. – STORED MATERIALS AND EQUIPMENT

109.12.01 - Contractor must timely order, store, and secure materials, supplies, and equipment at contractor's cost. The cost to order, store, secure and deliver materials and equipment is incidental.

109.12.02. Stored material must be stored in accordance with manufacturer's recommendations, these Standard Specifications, and the Contract Documents.

109.12.03 - In addition:

109.12.03.01 Contractor must store materials and equipment on wooden platforms or other hard, clean surfaces and not on the ground.

109.12.03.02 Contractor must place stored materials and equipment under cover.

109.12.03.03 Contractor must be located to facilitate prompt inspection of stored materials and equipment.

109.12.03.04 Contractor must protect and preserve the condition, integrity, quality and gradation of the materials and equipment and their fitness for the work or project Stored materials and equipment must be handled in such a manner as to preserve their condition, integrity, quality, gradation and fitness for the work and project.

109.12.04 - Awarding Public Agency assumes no responsibility for stored materials, supplies or equipment located on the project site or off-site regardless of whether the Awarding Public Agency has paid for those materials, supplies, and equipment. Contractor also assumes full and sole responsibility for any damage to or loss of any stored materials, supplies and equipment regardless of whether the Awarding Public Agency has paid for those materials, supplies or equipment. No stored material, supplies, or equipment may be located off-site unless pre-approved by the City Engineer Stored material, supplies, and equipment located off-site must be insured prior to payment for stored materials or equipment, which insurance must be maintained until the materials, supplies and equipment are incorporated into the project and the project has been accepted.

109.13 – AGGREGATE MATERIALS

109.13.01 Contractor must provide for timely delivery of aggregate materials to assure a continuous and adequate supply of the aggregate materials as may be necessary for the timely performance of the work and completion of the project.

109.13.02 Aggregate material stockpiles must be built up in such a manner that all acceptable aggregate will be delivered to and separately stored on the work site or the project site. Aggregate materials from different sources and aggregates of different gradations may not be stockpiled together. Contractor is responsible for establishing and maintaining the individual stockpiles.

109.13.03 Aggregate materials that have become integrated with other materials or material grades and aggregate materials that become mixed with earth or other foreign material are unacceptable and will not be utilized in the work or project, unless and until contractor causes aggregate piles to be segregated and all foreign materials have been removed.

109.14 – INSPECTION

109.14.01 Contractor must provide proper and safe access for all inspections required by these Standard Specifications, the Contract Documents, and any other inspections required by City, local, federal, or state laws or regulations. The City Engineer, Inspector, Project Manager, and the Engineer/Architect must at all times have access to the project. Contractor must provide proper and safe access for inspections. Awarding Public Agency may maintain inspectors on the work site and on the project site for the purpose of inspecting materials, supplies, workmanship, and equipment, for the purpose of inspecting the conditions of work and stored materials and equipment, and for inspecting contractor performance and compliance with the Contract Document, Project Schedule, LBU, and Test Schedules.

109.14.01.01. Contractor must notify the City Engineer twenty-four (24) hours prior to pouring concrete and at any other times required in the Contract Documents.

109.14.01.02. Contractor must notify the City Engineer twenty-four (24) hours prior to performing work relating to exposing, supporting, adjusting, connecting or relocating waterlines and appurtenances, sewer mains and appurtenances, and other underground utilities and facilities.

109.14.01.03. The phone number for Field Services is 405-297-3571. The Field Services office is open between 7:30 a.m. and 4:30 p.m., Monday through Friday.

109.14.02 Contractor is responsible for timely arranging for and having conducted all inspections required by the City of Oklahoma City's Building, Plumbing, Electrical, Mechanical, Fire, and Zoning Codes and to comply with all the provisions of said Codes.

109.14.03 Contractor is responsible for timely arranging for and having conducted all inspections required by the Standard Specifications, Standard Details, and/or the Contract Documents, and any other inspections required by City, local, federal, or state laws or regulations.

109.14.04 Contractor may not cover any materials, equipment or portion of the finished work until the material, equipment and work have been inspected.

109.14.05 Any material, equipment, work covered up and any materials or equipment used without inspection by the Inspector may, at the sole discretion of the City and the Awarding Public Agency, be ordered uncovered, removed, replaced and/or re-covered by the contractor at the contractor's sole cost and expense, without reimbursement or any additional grant of time.

109.14.06 Contractor must at any time, as may be directed by the Engineer/Architect or the City Engineer or Inspector, remove and uncover any uninspected or unapproved material, supplies, equipment and work

109.14.07 Should the uncovered material, supplies, equipment or work prove acceptable, the cost of removing uncovering and restoring covered material, equipment and work will be at the

contractor's sole costs and expense, without reimbursement or grant of additional time by the City or the Awarding Public Agency

109.14.08 Should the material, supplies, equipment or work prove unacceptable, the cost of removing uncovering and the cost of replacing and restoring covered materials, supplies, equipment or work will be at the contractor's sole cost and expense, without reimbursement or grant of additional time by the City or the Awarding Public Agency.

109.15 – REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

109.15.01 - All materials, supplies, equipment and work that is or has become defective prior to the acceptance of the project or has been rejected or condemned during the performance of work or construction of the project must be removed and/or replaced at the contractor's cost and expense and without reimbursement or additional time. Causes for removal of materials, supplies, equipment and/or work include but are not limited to:

- A) work completed without lines, elevation, location or grades.
- B) work performed beyond the lines, elevation, location or grade or not in conformity with the lines, elevation, location or grades shown in the Contract Documents;
- C) work performed or materials or equipment incorporated in the project was without proper inspection; and,
- D) any extra or unauthorized work done without written authority of the City Engineer

109.15.02 - The City Engineer, after giving written notice to the contractor, has the authority to cause defective work, supplies, equipment, and materials to be:

- A) remedied or removed and replaced at contractor's cost and expense and without additional time, or
- B) cause unauthorized work to be removed and to deduct the cost thereof from any compensation due or to become due the contractor.

109.15.03 - However, if the Awarding Public Agency deems it inexpedient to correct defective or unauthorized work, the Awarding Public Agency, at its sole discretion, may take an equitable deduction from any compensation due or to become due the contractor.

109.16 – PUNCH LIST

109.16.01 - Once the contractor believes all work has been completed in accordance with the Contract Documents, contractor must notify the City Engineer, Engineer/Architect, Project Manager, Inspector and Field Services Division.

109.16.02 - Contractor must schedule a punch list walk-through of the project with the Field Services. If after the punch list walk-through, if the Project Manager, Inspector, Field Services, and Engineer/Architect agree the project is complete, a Punch List Inspection will be scheduled.

109.16.03 - All items of work recorded on the punch list must be corrected, repaired or replaced within the time for completion of the project and prior to Final Inspection and the Acceptance of the project by formal action of the Awarding Public Agency.

109.17 – FINAL INSPECTION

109.17.01 – Contractor must advise the Engineer/Architect, City Engineer, Project Manager, Inspector and Field Services when the Punch List items have been completed and/or the work corrected and ready for Final Inspection

109.17.02 - If the work is not acceptable to the City Engineer at the time of such Final Inspection,

the contractor will be informed as to the particular defects to be remedied before Acceptance can be made; however no additional compensation and no additional time will be granted the contractor.

109.17.03 - The Awarding Public Agency reserves the right to complete, replace or correct any Punch List item that was not performed by the contractor within the contract time and to deduct the cost and expense thereof from any compensation due or to become due the contractor. If the Awarding Public Agency, in its sole discretion, deems it inexpedient to correct defective or unauthorized work, the Awarding Public Agency may take an equitable deduction from any compensation due or to become due the contractor.

109.18 – FINAL CLEAN UP

Upon completion of the construction of project and prior to Acceptance by the Awarding Public Agency the contractor must clean the work site and the project site and remove traffic control devices, equipment, surplus materials, discarded materials, temporary structures, stumps or portions of trees, and debris of any kind within the contract time. Contractor must leave the work site and project site in a neat and orderly condition acceptable to the Awarding Public Agency. Waste materials removed from the work site or project site must be disposed of at locations satisfactory to the City Engineer and in compliance with federal, state, local and City requirements.

109.19 – COMPLETION- A project is considered complete when:

109.19.01 All the work on the Punch List is verified as complete by the Final Inspection,

109.19.02 Contractor has provided “as-built” drawings,

109.19.03 Contractor has provided payment verification and lien releases from all subcontractors and suppliers,

109.19.04 Contractor has submitted a final pay claim with all necessary and appropriate supporting documents,

109.19.05 Contractor has provided any required manufacturer’s warranties and operating manuals,

109.19.06 Contractor has provided the Small Local and Minority Subcontracting report, and

109.19.07 The project is ready for Acceptance by formal action of the Awarding Public Agency.

109.20 – WARRANTY AND CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the Substantial Completion nor Completion nor Acceptance nor payment nor any other provision in the Contract, Bonds or any other Contract Documents relieves the contractor of responsibility for faulty or defective workmanship or missing or defective materials, supplies, structures, or equipment, which shall appear or may be discovered within a period of two (2) year from the date of Acceptance or the duration of Maintenance Bond, whichever is longer. The Awarding Public Agency or the City Engineer shall give the contractor notice of observed defects with reasonable time after discovery. Contractor must immediately remedy any defects and remedy or pay for any damage to other work resulting therefrom.

SECTION 110 – LEGAL RELATION AND RESPONSIBILITY TO THE PUBLIC

110.01 – LAWS TO BE OBSERVED

Contractor must at all times observe and comply with all federal and state and local laws and regulations and all City of Oklahoma City ordinances, codes and regulations (regardless of City limits or City jurisdiction lines) which in any manner affect the conduct of the work or affect the project. Contractor must observe and comply with all orders and decrees, which exist at the present or which may be enacted

or issued later, of agencies, bodies or tribunals having jurisdiction or authority over the work or project. No plea of misunderstanding or ignorance thereof will be considered an excuse for compliance or for additional compensation or time.

110.02 – PERMITS AND LICENSES

110.02.01 Contractor must secure, at its own cost, all permits, licenses and fees required by all federal and state and local laws and regulations and all City of Oklahoma City ordinances, codes and regulations (regardless of City limits or City jurisdiction lines). Required permits, licenses and fees include, but are not limited to, building, electrical, plumbing, and other related permits, other fees, charges, taxes, licenses and inspections necessary for proper execution and completion of the work and project. Contractor is also required to give all notices necessary and incidental for the lawful prosecution of the work or construction and provision of project.

110.02.02 Contractor must also secure, at its own cost, all permits, certificates of inspection, and occupancy permits that may be required by authorities having jurisdiction over the work or project.

110.02.03 No claims for delay or additional compensation may be made for or related to the procurement and/or satisfaction of permit, licensing requirements, inspections, or certifications.

110.03 – PATENTED DEVICES, MATERIALS AND PROCESSES

If contractor is required or desires to use any design, device, material, equipment, software or process covered by letters, patent or copyright, then the contractor must provide to Awarding Public Agency such right to use by suitable legal license or agreement with the patentee or owner. Contractor must provide to the Awarding Public Agency a copy of any such agreement prior to installation of the device or material or use of the design or process. The license or agreement must be to the benefit of the Awarding Public Agency and the contractor. The costs and expenses of all royalties, licenses and agreement or arising from patents, trademarks and rights in any way involved in the work or project are incidental and will not be separately paid or reimbursed by the City or the Awarding Public Agency

110.04 – SANITARY PROVISIONS

110.04.01 Contractor must establish and enforce policies and procedures regarding cleanliness and disposal of wastewater, garbage and other waste. Contractor will prevent the inception and spread of contagious or infectious diseases about the work site, project site, or any public or private property.

110.04.02 Contractor must, at contractor's cost and expense, construct, provide, maintain, and ensure the use of necessary sanitary conveniences (secluded from public observation) for the use of laborers on the work site and on the project site.

110.05 – PUBLIC CONVENIENCE AND SAFETY

110.05.01 Contractor must 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.

110.05.02 Contractor must take such special precautions for the safety of the work, the project, 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.

110.05.03 Contractor may not cause any obstruction to the traveling public. Contractor must, at the Contractor's own cost and expense, make provisions for reasonable accommodation and, if

necessary, the diversion of traffic and the traveling public. The Awarding Public Agency reserves the right to remedy, at the contractor's cost and expense, any neglect on the part of the contractor regarding the public travel, convenience, and safety upon twenty-four (24) hours written notice and contractor's failure to timely respond.

110.05.04 In cases of emergency, the Awarding Public Agency has the right to remedy any neglect on the part of the contractor that creates or permits any potential immediate harm to the public safety without notice, at the contractor's cost and expense.

110.05.05 – SAFETY AND OSHA RULES AND REGULATIONS

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

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

	Telephone #
Field Services	297-3571
Traffic Engineer	297-2531
Emergency Operations Center	297-2255

110.06.01-TEMPORARY CLOSURE

Temporary Closing a Street. Streets or lanes of streets in the construction zone may be temporarily closed only upon the prior approval of the City Engineer. Should a lane or street closing be approved, the contractor is responsible for notifying the Engineer/Architect and Project Manager at least twenty-four (24) hours in advance of the closing. Notification to the Project Manager by email at workzones@okc.gov. In addition, the contractor must also give notice to Field Services and the Emergency Operations Center.

110.06.02 – DETOURS

All detour routes during construction must be submitted by the contractor with the Project Schedule and must be approved by the City Engineer. contractor, at contractor's cost and expense (unless a specific bid item provides otherwise for compensation), must provide and continuous maintain all detour routes, signs and devices, which shall conform to the requirements of the "Manual on Uniform Traffic Control Devices."

110.06.03 – OCCUPYING STREETS, ALLEYS, RIGHT OF WAY OR CITY PROPERTY

During work the contractor must be allowed to occupy such portions of streets, alleys, rights-of-way or City property as provided for in the Contract Documents or as authorized by the City Engineer. Streets, alleys, rights-of-way and/or City property must be free and unobstructed at all times unless otherwise specifically approved in writing by the City Engineer, including, but not limited to, excavated and waste materials, stored materials, equipment, etc. Other contractors of the City or the Awarding Public Agency may, as required by their contracts, enter the project, work site and/or project site as provided in the Contract Documents Contractor must provide the other City or Awarding Public Agency contractors all reasonable access and assistance for the performance of the adjoining and/or contemporaneous work. Any additional project or work access and area desired by the contractor must be acquired at the contractor's cost and expense. Any cost or delay resulting from the procurement of access or additional project, or work site will not be reimbursed by the Awarding Public Agency and will not entitle the contractor to additional time or compensation.

110.06.04 – BARRICADES AND WARNING SIGNS

Where work is carried on in, or adjacent to, any street, alley or public place, the contractor must, at his own cost and expense, furnish, erect and maintain such barricades, fences, lights, warning signs and danger signals. In addition, enough barricades must be erected to keep pedestrians

and vehicles from entering on or into any work zone(s), work sites or project sites. From sunset to sunrise, contractor must furnish and maintain at least one operating light on each barricade. All devices shall be in conformance with the "Manual on Uniform Traffic Control Devices." Contractor shall provide a **twenty-four (24) hour a day phone number** to the City of Oklahoma City's Emergency Operations Center, Project Manager and Field Services Division to be used for notification to the contractor of the need to repair or replace signs, barricades or other warning or control devices. Failure to comply with these requirements may result in the issuance of a stop work order by the City Engineer to remain in effect until the deficiencies are corrected. The issuance of a stop work order shall not act to defer or suspend the calendar days or alter the calendar date specified for project completion and the contractor shall not be entitled to any additional or different compensation or time thereby.

110.06.05 - The Awarding Public Agency reserves the right to remedy any neglect on the part of the contractor regarding the public convenience and safety, upon twenty-four (24) hour a day written notice. In cases of emergency, the Awarding Public Agency shall have the right to remedy any neglect without notice at the contractor's cost and expense.

110.07 – RAILWAY CROSSINGS

110.07.01 When the project encroaches upon any railway right-of-way, the Awarding Public Agency will secure for contractor all the necessary contracts and/or easements and/or authority to enter upon such right-of-way for the prosecution and completion of the project; provided however, the contractor will be required to obtain and provide such insurance as required by the railroad to cover the contractor, its subcontractors, the City and the Awarding Public Agency for the acts and omissions of the contractor and its subcontractors. If the project site is occupied by railway tracks, the work must be carried on in such manner as not to interfere with the railway operation. Where railway tracks are to be crossed, the contractor must construct or contract for the railroad to 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 must be paid to the railroad company by contractor. This cost shall include the necessary cost of any supervision, flagmen, permit, insurance, or other incidental expenses that may be required by the railroad company while the work is in progress on the right-of-way of the railroad company. The contractor submitting a bid shall take all insurance and railroad coordination costs into consideration and include in its bid. Contractor must include such costs and expenses in bid items. No other or additional payments and no time will be granted contractor.

110.07.02 Contractor must coordinate and cooperate with the City Engineer, Awarding Public Agency and railroad in all ways possible to timely complete the project in case of delay due to the railroad coordination, only an extension of time for the actual railroad caused coordination delays may be considered on a one day for one day basis, however no additional compensation will be due or paid the contractor.

110.07.03 Contractor must obtain any insurance, flagmen and training required by the railroad as a condition of work on or near railroad tracks or rights-of-ways. These costs are incidental and will not be separately paid or reimbursed by the Awarding Public Agency unless specifically provided otherwise by a bid item in the Contract Documents.

110.08 - ACCESS

Contractor must separately and timely obtain any additional access, construct access roads, and change of grade required for access to perform the work or to construct the project. The cost of access, unless expressly included in a discrete separate bid item, is an incidental cost and no additional payment or time will be granted by the City or Awarding Public Agency.

110.09 - TEMPORARY SURFACING

110.09.01 When temporary surfacing is required to maintain access to property or required by the Contract Documents, the contractor must timely and continuously provide and complete temporary paving as soon as practical before adjacent work is commenced. Unless expressly included as a discrete separate bid item, the temporary surfacing is an incidental cost, and no additional payment or time will be granted by the City or Awarding Public Agency.

109.09.02 Contractor must repair any damage and repair any degradation of access, roads, streets, easements and rights-of-ways throughout the performance of the project to a standard that the access, roads, streets, driveways, easements and rights-of-ways were prior to the commencement of work or such higher standard as set forth in the Contract Documents. If there is a dispute as to the pre-work condition of the access, roads, streets, driveway, easements and rights-of-ways, then the pre-work video will control but if the pre-work video is not sufficient to reasonably determine the pre-work condition, then the contractor will repair and maintain the access, roads, streets, driveway, easements and rights-of-ways to the standard the City Engineer determines to be reasonable.

110.10 – USE OF EXPLOSIVES

110.10.01 Should the contractor desire to use explosives for any purpose in the prosecution of the work all affected or concerned City departments and all utility companies must be notified and given a reasonable opportunity to review the type of explosive to be used and proposed use. These notifications shall include the date, time, location, type and quantity of any explosives to be used.

110.10.02 In addition, prior to any use of explosives, the contractor must notify the proper representative of all utility companies having service connections within the area to be affected. These notifications must include the date, time, location, type and quantity of any explosives to be used.

110.10.03 Contractor or subcontractor utilizing the explosives must have all required licenses, certifications and permits and provide a copy to the Engineer/Architect, Project Manager, and City Fire Marshall before permission will be granted by the City Fire Marshal or the City Engineer.

110.10.04 Prior to any blasting, the contractor must receive prior written permission of the City Fire Marshall and the City Engineer. Written permission will not be issued until the contractor obtains a release from all utility companies.

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

110.10.06 All precautions must be taken by contractor as required by the local, City and the State relative to use of explosives.

110.10.07 Necessary provisions must be made for the protection of the project and all public and private property All use of explosives must be conducted to protect persons or property.

110.10.08 Contractor may only keep enough explosives necessary for the immediate day's work on hand.

110.10.09 Storage of explosive devices must be offsite and done strictly in compliance with applicable laws, industry standards and/or as directed by the City Engineer.

110.11 – PROTECTION AND RESTORATION OF PROPERTY

110.11.01 Contractor may not enter upon private property for any purposes without first obtaining permission from the property owner.

110.11.02 Contractor is responsible for the preservation of public or private property. Contractor must use every precaution necessary to prevent damage to all vegetation, trees, fences, culverts, bridges, pavements, driveways, sidewalks, mailboxes, 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 site and project site.

110.11.03 Contractor must 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 site or project site.

110.11.04 Contractor is 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 or providing the project.

110.11.05 Contractor is also responsible for the negligent execution and non-execution of the work and for any defective work or materials. Contractor's responsibility will not be released until the project is completed and accepted less and except the contractor's obligations under warranties and the Maintenance Bond. 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 or non-execution of the work, the contractor must restore the property to a condition similar or equal to that existing before such damage or injury was done at the contractor's cost and expense. Contractor must repair, rebuild or otherwise fix the property as may be directed, or contractor must make good such damage or injury in an acceptable manner to the owner.

110.11.06 In case of the failure on the part of contractor to restore such property or make good such damage or injury, the City Engineer may, upon forty-eight (48) hours written notice proceed to restore such property at contractor's cost and expense. The Awarding Public Agency may without notice immediately restore such property when a nuisance or hazardous condition results. The cost for the Awarding Public Agency's restoration will be deducted from any monies due or to become due the contractor under the contract and/or by such legal action as the Awarding Public Agency or the City may bring .

110.12 – PROTECTION AND PRESERVATION OF LAND MONUMENTS AND PROPERTY LINE MARKS

Contractor must carefully protect from disturbance or damage all land monuments, benchmarks, and iron pins and other markers that establish property lines, easement lines, right-of-way lines or street lines. Where such monuments, pins, benchmarks, or other markers must, of necessity, be disturbed or removed in the performance of the contract contractor must first give ample prior notice to the Engineer/Architect and City Engineer so replacement of such monuments or markers may be witnessed or referenced by the City Engineer. Should contractor disturb, remove or damage any established land monument or markers without first giving the Engineer/Architect and City Engineer ample prior notice, the City Engineer may direct the contractor to re-survey and re-establish that monument, pins, benchmarks or other markers at contractor's cost and expense or may, in its sole discretion, re-survey and re-establish monument, pins, benchmarks or other markers and deduct the cost of re-surveying and re-establishing such monuments, pins, benchmark or other marks from any monies due or to become due the contractor.

110.13- SECURITY AND WATCHMEN

Contractor must also provide such security and watchmen and MUST take such other precautionary measures as may be necessary for the protection of persons and property and for the protection of the work, equipment and materials. Contractor is solely responsible for any vandalism, theft, damage, or loss that may occur on any work site or the project site and for any vandalism, theft, damage or loss of stored materials, supplies and equipment or any loss or damages to the work or project. No compensation or additional time will be granted the contractor for any vandalism, theft, damage or loss. The provision of watchmen and any necessary security is an incidental cost for which no payment shall be made by the Awarding Public Agency or the City.

110.14 – PUBLIC UTILITIES AND PUBLIC PROPERTY TO BE CHANGED

110.14.01 Contractor may not inhibit free access of the owner to operate and maintain all utilities.

110.14.02 Contractor may not inhibit the access to or through the project site or any work site for emergency services.

110.14.03 Before commencing work on any work site or the project site and periodically thereafter, the contractor must call OKIE and have the utilities located by the owners of those underground utilities. Contractor must create and maintain a record of calls to OKIE and the response by the owners of the underground utilities. Contractor may not excavate until the time required by the Oklahoma Underground Facilities Damage Prevention Act has expired and all underground utility and facility owners listed in the by OKIE and all underground utility and facility owners listed in the Bidding Documents have marked their underground facilities. Should an underground utility or facility owner not mark the location of its underground utilities and facilities within the time provided by the Oklahoma Underground Facilities Damage Prevention Act, then the contractor must ask the Engineer/Architect for approval to proceed. The Engineer/Architect will make a recommendation to the City Engineer and upon approval of the City Engineer, the contractor may proceed. Approval by the City Engineer is for administrative purposes only and neither makes the contractor an agent of the City or the Awarding Public Agency nor shall be deemed an assumption of liability or responsibility of the City or the Awarding Public Agency for the acts or omissions of the contractor. Approval to proceed by the City Engineer will not relieve the contractor of any responsibility any damage thereby and will not relieve the contractor of any responsibility or liability under the Oklahoma Underground Facilities Damage Prevention Act or by law. These procedures and this work and cost is deemed incidental, and no additional payment or time will be granted to the contractor for any resultant process, work or delay.

110.14.04 Traffic signal devices and appurtenances are not located through the OKIE one-call system, so in addition to calling OKIE, the contractor must call the City Traffic Division and request the marking of underground facilities. Contractor must create and maintain a record of calls to the City Traffic Division and the response by the City. Contractor may not excavate until the traffic signal devices and appurtenances have been marked. This work and cost is deemed incidental and no additional payment or time will be granted to the contractor for any resultant delay.

110.14.05 Should the contractor encounter any utilities or facilities, whether or not marked by the underground utility or facilities owner or the City, the contractor must physically locate and mark all existing utilities and facilities within the project site and within any work site. This work and cost is deemed incidental and no additional payment or time will be granted to the contractor.

110.14.06 Contractor is responsibility for protection of all utilities and facilities on the project site and all work sites, whether or not shown in the Bidding Documents, from damage by the contractor and its subcontractors, suppliers and materialmen during construction. The contractor

must, at contractor's cost and expense, repair or replace any such damaged utility or facility to a condition equal to or better than their pre-work condition, unless otherwise directed by the City Engineer. This work and cost is deemed incidental and no additional payment or time will be granted to the contractor.

110.14.07 Contractor must support all underground utilities and facilities that may be affected by the work. Contractor must relocate any underground utilities and facilities that prevent the performance of the work or the completion of the project. Unless specifically separately called out in the Bidding Documents as a bid item with a bid price, the supporting and/or relocation of underground utilities and facilities is incidental work and costs, and no additional payment or time will be granted for such work.

110.14.08 Contractor is required- to coordinate all work with that of the utility companies, the Awarding Public Agency, and the City so that the work on the project can proceed in an orderly and timely manner.

110.14.09 Contractor must coordinate the project and the work to be performed with that of other contractors in and around the project site and all work sites. the provision of coordination is an incidental cost for which no payment will be made and no time will be granted by the awarding public agency or the city.

110.15 – TEMPORARY SEWER AND DRAIN CONNECTIONS

110.15.01 When existing storm sewers are or have to be taken up or removed by contractor, then the contractor, at the contractor's own cost and expense, must provide and maintain temporary conduits, outlets and connections, and adequate pumping facilities for all private or public storm water drains, inlets and facilities, to maintain adequate continuous storm water conveyance and to protect the project, the project site, the work site and all private and public property.

110.15.02 When existing sanitary sewers are or have to be taken up or removed by contractor, then the contractor, at the contractor's own cost and expense, must provide and maintain temporary conduits, outlets and connections, and adequate pumping facilities for all private or public inlets and facilities, and for all private and public sanitary sewer service lines, mains and facilities to maintain adequate continuous sanitary sewage conveyance and to protect the project, the project site, the work site and all private and public property.

110.15.03 Contractor must prepare and submit a pumping plan to the Engineer/Architect for the assembly, operation and maintenance of adequate facilities to collect, contain, pump, convey and dispose of storm water and sanitary sewage until completion of the project. Contractor may not disconnect any existing storm water or sanitary sewer service or system until a plan has been received by the Engineer/Architect, recommended for approval by the Engineer/Architect to the City Engineer and approved by the City Engineer. Approval of a pumping plan will not relieve the contractor of any responsibility for maintaining storm water or sanitary sewer service or system or any damage therefrom.

110.15.04 Contractor must take care of all sewage and storm water drainage that will be received from and conveyed by these facilities. Contractor must construct such 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 storm water facilities and connections must be kept in service and maintained, save where specified in the approved plans or ordered to be abandoned by the City Engineer. All water, wastewater, storm water and sewage must be disposed of in a satisfactory manner so that no nuisance is created and that existing structures, facilities, and the

work under construction will be adequately protected.

110.15.05 Unless specifically separately called out in the Bidding Documents as a bid item with a bid price, this work and cost is incidental, and no additional payment or time will be granted for such work.

110.16 – ARRANGEMENT AND CHARGE FOR UTILITIES FURNISHED BY THE CITY

110.16.01 If the contractor desires to use City water, the contractor must establish an account and timely pay the utility bills for such service and must make complete and satisfactory arrangements with the City Utilities Department for so doing. Contractor must bear the cost and must separately pay for all water usage and water and wastewater discharge.

110.16.02 If the contractor is not the water account holder, the contractor must establish and account and obtain and use a City hydrant meter, in accordance with City policies, to obtain water service for the work or project.

110.16.03 Contractor must timely pay all utility bills for all utility services to all service providers. The cost and expenses for utility services is incidental and no additional payment will be made for such costs or expenses.

110.16.04 If the contractor damages or loses the meter, the contractor will pay for replacement or all repairs to the meter and will pay for water service as estimated by the Utilities Director for the period which the contractor had or was responsible for the meter.

110.16.05 Contractor may not use the City solid waste or bulk waste services and must separately arrange for private trash containers and trash removal and disposal. The cost for solid waste and bulk waste services is incidental and no additional payment will be made for such costs or expenses.

110.16.06 Contractor's use of treated water is subject to any ordinance or order related to water conservation or water use suspension. No additional compensation will be paid, and no additional days will be granted contractor for limitation or suspension of use of treated water related to such ordinances or orders.

110.16.07 Contractor's use of raw water or ground water requires a separate written permission form the City. In addition, contractor is responsible for obtaining any required permits and permissions for the use of raw water or ground.

110.17 – USE OF FIRE HYDRANTS

110.17.01 Contractor may 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 Awarding Public Agency or the City unless duly authorized to do so by the Awarding Public Agency and Utilities Department.

110.17.02 Contractor must obtain from the City of Oklahoma City a water flush meter for access to City fire hydrants. Contractor is responsible for the water flush meter, and any and all related deposits, set-up charges, and the water usage. All water usage expenses are considered incidental costs and will not be paid separately.

110.17.03 Contractor may not obstruct or use a fire hydrant when notified by the Project Manager or the Oklahoma City Fire Department that there is a fire in the area. No additional compensation will be paid, and no additional days will be granted contractor for temporary suspension of use of a fire hydrant related to a fire in the area.

110.18 – CONTRACTOR'S RESPONSIBILITY FOR THE WORK

Until Acceptance by formal action of the Awarding Public Agency, the project is under the charge and care of the contractor. Contractor must take every necessary precaution to prevent injury or damage to the work or project, and any part thereof, by the action of subcontractors, third parties, the elements, or any other cause whatsoever, whether arising from the execution or non-execution of the work, less and except by actions of the Awarding Public Agency. Contractor must at his own expense rebuild, repair, restore, and make good all injuries or damage to any portion of the work or project occasioned by any of the forgoing causes before Acceptance of the project by formal action of the Awarding Public Agency.

110.19 – RESPONSIBILITY AND LIABILITY

In exercising or carrying out any of the provisions the Standard Specifications or in exercising or carrying out any power or authority granted by the Contract Documents the City Engineer and City Engineer's authorized representatives shall not be personally or professionally liable, either personally or as agents or officials of the City it being understood and agreed that in such matters the City Engineer and City Engineer's authorized representatives act only as the agent and representative of the Awarding Public Agency and the City. The Engineer/Architect is an independent contractor and shall not be deemed to an agent or representative of the City Engineer, the City, or the Awarding Public Agency.

110.20 – WAIVER OF LEGAL RIGHTS

110.20.01 Any inspection, order, measurement, certificate, submittal approval, substitution approval, or invoice approval by the City Engineer or City Engineer's authorized representatives shall not be deemed to waive or release any obligation of the contractor under the Contract Documents or any bonds.

110.20.02 Any payment for any work or use or occupancy of any work or any portion of the project by the Awarding Public Agency, shall not be deemed to waive or release any obligation of the contractor under the Contract Documents or bonds.

110.20.03 Failure to discover or notify the contractor of any breach of contract shall not be held to be a waiver of such breach or any other or subsequent breach.

110.20.04 Acceptance of the project by formal action by the Awarding Public Agency will be deemed completion of the contract and acceptance of the project, less and except for any terms or requirements in the Contract Documents or the bonds that continue beyond acceptance of the project and less and except any right of the Awarding Public Agency provided in equity or at law.

110.20.05 The Awarding Public Agency reserves the right to correct any error that may be discovered in any estimate or payment that may have been paid and reserves the right to adjust the same to meet the requirements of the Contract Documents . The Awarding Public Agency reserves the right to claim and recover by process of equity or law such sums as may be sufficient to correct any error(s) or make good any deficiency in the work or project resulting from such error or deficiency, misrepresentation, dishonesty, or collusion discovered in the work or related to the project after the final payment has been made.

110.21 – INDEMNIFICATION

110.21.01 Contractor must indemnify the Awarding Public Agency, the City and its participating trusts against liability for damage arising out of death or bodily injury to persons or damage to property; provided, that indemnification shall not exceed an amount that is proportionate to the degree or percentage of negligence or fault for which the contractor and any person or entity for which the contractor is legally responsible are adjudicated liable.

110.21.02 Contractor will not be required to indemnify, defend or hold harmless the Awarding Public Agency, the City or participating trusts against liability for damage arising out of death or

bodily injury to persons or damage to property which arises out of the negligence or fault of the Awarding Public Agency, the City or participating trusts or their agents, representatives, subcontractors, suppliers or any other entity for whom the contractor is not otherwise legally responsible.

110.21.03 Contractor shall promptly advise the Awarding Public Agency, the City and its participating trusts, in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification may apply.

110.21.04 This indemnification requirement will survive the expiration of the contract and Acceptance of the project.

110.21.05 This indemnity and hold harmless obligation is separate and distinct from the insurance requirements of these Standard Specifications or the Contract Documents.

110.21.06 This indemnity and hold harmless obligation does not limit or define the insurance requirements of these Standard Specifications or the Contract Documents.

110.21.07 The minimum insurance requirements set forth in the Contract Documents and the Standard Specification do not define or limit the indemnity obligations of the contractor.

110.22 – CONTRACTOR'S INSURANCE

110.22.01 Contractor must obtain and maintain insurance coverage as provided below. The required insurance must be maintained in full force and effect until completion and Acceptance by formal action of the Awarding Public Agency of the project and during any work subsequently performed on the project during the Maintenance Bond period. Contractor must provide, pay for, and maintain insurance, written with an insurance company, for the coverage and amounts of coverage not less than those set forth below. All insurance must be from responsible insurance companies eligible to do business in the state of Oklahoma. Contractor is solely responsible for obtaining and maintaining such other or additional insurance and for the sufficiency of its own insurance program to cover the liabilities of the contractor.

110.22.02 All liability policies (except worker's compensation insurance) must name the Awarding Public Agency, the City of Oklahoma City, and any public trust participating in the project, and all other parties to the contract, as additional insureds without reservation or restriction. All liability policies must provide that with respect to claims involving any insured, each such interest shall be deemed separate from any and all other interest and coverage shall apply as though each such interest was separately insured. All policies must be in the form of an "occurrence" insurance coverage or policy. If any insurance is written in a "claims-made" form, the contractor must also provide tail coverage that extends a minimum of two years from the Acceptance of the project by the Awarding Public Agency.

110.22.03 No policy may have a deductible or self-insured retentions in excess of \$25,000.

110.22.04 Any deductibles or self-insured retentions in excess of \$25,000, or any scheme other than a fully insured coverage of general liability, automobile liability and/or employer's liability must be requested by the contractor and formally approved in advance by the Awarding Public Agency. At the option of the Awarding Public Agency, approval of deductibles or self-insured retention may be conditioned upon: (1) the contractor obtaining such insurance coverage or requiring the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the Awarding Public Agency; or (2) the contractor procuring an irrevocable letter of credit naming the Awarding Public Agency as a loss payee or bond guaranteeing payment of the losses and related investigations, claim administration and defense expenses not otherwise covered by the contractor's insurance because of deductibles or self-insurance retentions; or (3)

the contractor providing owner's protection liability coverage with the Awarding Public Agency and all other parties to the contract and parties participating in the project or program, each as the named insured, 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). The certificate of insurance evidencing the insurance required herein and naming the Awarding Public Agency, the City and any participating trust as additional insured must include the following statement: "The named additional insureds is required by contract." However, the Awarding Public Agency is not required to approve any deductibles or self-insured retentions in excess of \$25,000.

110.22.05 The insurance coverage and limits required must be evidenced by properly executed certificates of insurance on the form furnished by the Awarding Public Agency or on forms approved by the Oklahoma Insurance Commissioner. The contractor must furnish to the Project Manager current copies of Certificate of Insurance required below with its signed contract and bonds. The certificates must include the project number and project description. The certificates must also be signed by the authorized representative of the insurance company(s) and must be accompanied by proof that the person signing is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies and endorsements providing the required insurance coverage must be provided to the Awarding Public Agency on a timely basis if requested by the City Engineer or Project Manager. The required insurance coverage and policies shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

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

110.22.07 There may be no termination, cancellation, non-renewal or modification of such insurance coverage or policy without at least thirty (30) calendar days prior written notice to the Awarding Public Agency, in conformance with the provisions of the contract. Any notification of cancellation, termination, non-renewal or modification must be submitted to the Project Manager and must include the project number and project title in the reference line. Contractor must provide a covenant from the insurance agent that the insurance agent will provide the Awarding Public Agency, the City, and any participating public trust with such thirty (30) calendar days advanced written notice as described above. No work order, occupancy of the project site, or payment for any work will be provided unless and until the required insurance policy and coverage have been obtained and certificates of insurance are provided, and insurance coverage is in effect. The contract must provide a copy of an insurance certificate demonstrating current coverage as required by these Standard Specifications with each claim for payment on the project.

110.22.08 The minimum amounts of such insurance policy and continuing coverage must be at least as follows:

110.22.08.01 Worker's Compensation and Employer's Liability Insurance. Contractor must provide and 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 its employees employed at the project site, and in case any work is subcontracted, the contractor must require each subcontractor to similarly provide Worker's Compensation and Employer's Liability Insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the contractor. In the event any class of employees engaged in work performed under the contract or at the project site is not protected under such insurance heretofore mentioned, the contractor must provide and must cause each subcontractor to provide adequate, Worker's Compensation and Employer's Liability insurance for the protection of the employees not otherwise protected.

110.22.08.02 Commercial General Liability Insurance. Contractor must provide and maintain commercial general liability insurance coverage not less than the greater of the following amounts the maximum cumulative liability under the Governmental Tort Claims Act (51 O.S. § 151 *et seq.*), and any amendment or addition thereto, of the City, the Awarding Public Agency, any public trust participating in the project, and all parties to this Contract. The current required minimum commercial general liability coverage for each entity under the Governmental Tort Claims Act (GTCA) is \$175,000 per person for bodily injury or death, \$25,000 for property damage and \$1,000,000 for any number of claims arising out of a single accident or occurrence.

110.22.08.03 Automobile Liability Insurance. Contractor must provide and maintain comprehensive automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles not less than the greater of the following amounts: the maximum cumulative liability under the Governmental Tort Claims Act (51 O.S. § 151 *et seq.*), and any amendment or addition thereto, of the City, the Awarding Public Agency, any public trust participating in the project, and all parties to this contract. The current required minimum commercial general liability coverage for each entity under the GTCA is \$175,000 per person for bodily injury or death, \$25,000 for property damage and \$1,000,000 for any number of claims arising out of a single accident or occurrence.

110.22.09 The requirements of the insurance provisions listed above shall survive the completion, expiration, cancellation, or termination of this contract. All policies, unless specified otherwise, shall remain in full force and effect during this contract, during the construction of the project, and for a period of two (2) years after the Acceptance of this project by the formal action of the Awarding Public Agency.

110.22.10 The lapse of any of the insurance policy or coverage required by the contract is a breach of the contract. The Awarding Public Agency may at its option suspend the contract and/or any work under the contract until there is full compliance with this paragraph or may cancel or terminate the contract and seek damages for the breach of the contract. The remedies in this paragraph shall not be deemed to waive or release any remedy available to the Awarding Public Agency. The Awarding Public Agency expressly reserves the right to pursue and enforce any other cause or remedy in equity or at law. Contractor will not be entitled to any compensation or additional time for any suspension or termination pursuant to this provision.

110.22.11 Nothing in this insurance provision defines or limits the responsibilities and duties of the contractor under any other provision of the Contract Documents or these Standard Specifications, including but not limited to any indemnification provision. Nothing in this insurance provision shall define or limit the rights of the Awarding Public Agency, the City, any party to the contract, or any public trust participating in the project under any other provision of the contract, including but not limited to any indemnification provision in the contract, Contract Documents, or Standard Specifications.

110.22.12 Contractor and its insurer will not be required to insure, defend or hold harmless the Awarding Public Agency, the City or participating trusts under the required insurance against liability for damage arising out of death or bodily injury to persons or damage to property which arises out of the negligence or fault of the Awarding Public Agency, the City or participating trusts or their agents, representatives, subcontractors, suppliers or any other entity for whom the contractor is not otherwise legally responsible.

110.22.13 The certificate of insurance evidencing the insurance required herein and naming the Awarding Public Agency, the City and any participating trust as additional insured must include the following statement: "The named additional insureds is required by contract," or other certification acceptable to the insurance provider and the City or Awarding Public Agency.

110.23 – EXTENDED COVERAGE AND BUILDER'S RISK INSURANCE

110.23.01 Extended Coverage – Contractor must procure and must maintain during the life of the contract and until the Acceptance of the project by the Awarding Public Agency and/or the City, Builder's Risk Insurance (extended coverage including fire coverage on building construction and/or renovation) on a one hundred percent (100%) completed value basis on the insurable portion of the project including any existing improvements at the project site and any work sites, which were made or are to be made a part of the project. The insurance coverage must also include all stored materials, supplies, and equipment. The Awarding Public Agency, the City, and the contractor (as their interests may appear) must be named as the insureds. The certificate of insurance evidencing the insurance required herein and naming the Awarding Public Agency, the City and any participating trust as additional insured must include the following statement: "The named additional insureds is required by contract," or other certification acceptable to the insurance provider and the City or Awarding Public Agency.

110.23.02 Scope of Extended Coverage Insurance - The insurance required above must provide adequate protection for the project and any existing materials, supplies and improvements at the project site and any work sites from the acts and omissions of the contractor and the contractor's subcontractors, respectively, against damage claims which may arise under the contract or in conjunction with the project, whether such acts or omissions were by the contractor or by anyone directly or indirectly employed by the contractor in the performance of the contract or the construction of the project, also, against any of the special hazards which may be encountered during the performance of the contract or construction of the project.

110.23.03 Builder's Risk Insurance - On all building projects, the contractor must provide Builder's Risk Insurance (all risk coverage for building or facility construction and renovation projects). Contractor must procure and must maintain, during the term of the contract and construction of the project, builder's risk insurance (broad form coverage, including theft, fire, and the elements coverage on building construction or renovation) in the amount of one hundred percent (100%) of the construction cost plus the cost of any deductible for any insurance of the building by the City and the Awarding Public Agency. Such insurance must remain in effect until 11:59 p.m. on the date of Acceptance of the entire fully completed project by the latter of the formal acceptance of the Awarding Public Agency or the formal acceptance by 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 Acceptance. Contractor must be named as insured and the City and the Awarding Public Agency, all parties to this contract, and any public trust participating in the project (as their interests may appear) must be named as additional insureds. The certificate of insurance evidencing the insurance required herein and naming the Awarding Public Agency, the City and any participating trust as additional insured must include the following statement: "The named additional insureds is required by contract," or other certification acceptable to the insurance provider and the City or Awarding Public Agency. The coverage must provide protection for the contractor, the City and the Awarding Public Agency, all parties to this contract,

and any public trust participating in the project, 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 may 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.

110.23.04 Nothing in this insurance provision defines or limits the responsibilities and duties of the contractor under any other provision of the contract, Contract Documents, or these Standard Specifications, including but not limited to any indemnification provision. Nothing in this insurance provision shall define or limit the rights of the Awarding Public Agency or any party to the contract or any public trust participating in the project under any other provision of the contract, including but not limited to any indemnification provision.

110.23.05 Contractor and its insurer will not be required to insure, defend or hold harmless the Awarding Public Agency, the City or participating trusts under the required insurance against liability for damage arising out of death or bodily injury to persons or damage to property which arises out of the negligence or fault of the Awarding Public Agency, the City or participating trusts or their agents, representatives, subcontractors, suppliers or any other entity for whom the contractor is not otherwise legally responsible.

110.24 – LIENS

110.24.01 Neither the final payment nor any part of the retained percentage shall become due until the contractor delivers to the Awarding Public Agency and the City a complete release of all liens from its contractors, subcontractors, materialmen and suppliers arising out of this contract or out of construction or provision of the project.

110.24.02 Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Awarding Public Agency, to indemnify the Awarding Public Agency, the City, and any participating public trust against any lien. If any lien remains unsatisfied after all payments are made to the contractor, the contractor must refund to the Awarding Public Agency all monies that the Awarding Public Agency or the City or a participating public trust 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

111.01.01 The Awarding Public Agency has no contractual relationship with or responsibility for or to any subcontractor on the contract or project. Subcontractors are the agents of the contractor, and the acts and omissions of the subcontractor are the acts or omissions of the contractor.

111.01.02 Contractor will not employ any subcontractor on the contract or project not authorized to perform such work under federal, state or City law, regulation, or ordinance. Subcontractors must be prequalified with the City Prequalification Review Board to perform any work for which a prequalification class exists at the time of performance of the work. Subcontractors must be licensed with the State, the City and any other regulatory public entity to perform any work for which a licensing requirement exists at the time of performance of the work.

111.01.03 Contractor must always when work is in operation be represented at the project

site and any work site, by a qualified and knowledgeable superintendent or other qualified and knowledgeable designated representative.

111.01.04 If contractor sublets any part of the work, the contractor will not, under any circumstances, be relieved of the contractual responsibility and obligations or any obligation under these Standard Specification or under any federal, state or City law, regulation or ordinance.

111.01.05 All communication of the Awarding Public Agency and the City Engineer will only be with the contractor.

111.01.06 Subcontractors will be considered only in their capacity as agents, employees, or workmen of the contractor. Subcontractors are subject to the same requirements as to character and competency as the contractor.

111.02 – ASSIGNMENT OF CONTRACT

Contractor may 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 written consent of the Awarding Public Agency and the City and concurred in by the contractor's surety. If the contractor does, without such previous written consent assign, transfer, convey, or otherwise dispose of the contract or 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 assign, transfer, convey, or otherwise dispose the contract or make default in or abandon said contract, then the contractor may, at the option of the Awarding Public Agency, be declared to have breached the contract and the contractor will be subject to damages, losses and expenses of the Awarding Public Agency, the City and any participating public trust, unless the contractor's surety successfully and timely completes said contract and any monies due or to become due under said contract shall be retained by the Awarding Public Agency until all damages, costs and expenses incurred by the Awarding Public Agency, the City and any participating public trust, are determined and paid.

111.03 – LIMITATION OF OPERATIONS

Contractor must conduct work so as to create a minimum amount of inconvenience to the public and to any operations, structures and activities of the Awarding Public Agency and the City. 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 project site, 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.

111.04 – CHARACTER OF WORKMEN AND EQUIPMENT

111.04.01 Contractor must employ such superintendents, foremen and workmen as are skilled, experienced, careful, and competent and qualified and knowledgeable in the work to be performed and in the type of project to be constructed or improved. Contractor must address and resolve any issues or events in, about or on the work, work site, or project site, by an employee or subcontractor who creates a dangerous situation, or whose conduct is a danger to himself/herself, a City employee or the general public, or who has shown to be incompetent or negligent in the proper performance of work or duties. Failure of the contractor to address and resolved such issues or events may, in the discretion of the City Engineer, cause a suspension of work at that site. Such suspension of work will remain in effect until the contractor demonstrates to the satisfaction of the City Engineer that the issue or event has been adequately addressed or resolved. Contractor will not be granted any additional time or compensation for any such suspension.

111.04.02 All contractor's and subcontractor's employees must have sufficient skill, competence and experience to properly perform the work assigned them. All contractor's and

subcontractor's employees engaged on special work or skilled work or in any trade must have all required licenses, certifications, and sufficient experience in such work to perform it legally, properly and satisfactorily and to operate the equipment involved. All contractor's and subcontractor's employees must make do and proper effort to execute the work in the manner prescribed in the Contract Documents. Failure of the contractor to address and resolved such issues or qualifications may, in the discretion of the City Engineer, cause a suspension of work at that site. Such suspension of work will remain in effect until the contractor demonstrates to the satisfaction of the City Engineer that the issue or event has been adequately addressed or resolved. Contractor will not be granted any additional time or compensation for any such suspension.

111.04.03 Contractor must timely furnish such equipment, tools, machinery and materials as may be 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 must be in a condition established by the manufacturer to perform the work and must be maintained by the contractor in a satisfactory working condition in accordance with manufacturer standards. Contractor must use and maintain equipment, tools, machinery and materials on any portion of the work site or project site such that no injury any person or any damage to any the work, project or adjacent property will result from its use.

111.05 – STOP WORK ORDER AND ANNULMENT OF CONTRACT

The work or project and any portion of the work or project (private or public) may be suspended, immediately, on written order of the City Engineer. The City Engineer may issue a stop work order at any time for good cause. The issuance of a stop work order will not act to change the time of completion for the project. A copy of such notice may be served upon contractor or upon the contractor's superintendent. Good cause includes, among other reasons, the following:

- A) Deliberate failure on the part of the contractor to observe any requirements of these Standard Specifications or the Contract Documents or deliberate failure to comply with any orders given by the City Engineer, as provided for in these Standard Specifications.
- B) Failure of the contractor to promptly repair or replace 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
- C) Substantial evidence of collusion for the purpose of illegally procuring a contract or perpetrating fraud or misrepresentation on the City in the construction of the project or the performance of the work under contract.
- D) No license, permit, certification or prequalification to perform the work.

When work is suspended for any one of the causes itemized above, or for any other cause or causes, the contractor must discontinue the work or such part thereof as the City Engineer may designate until the stop work order is released or work is authorized in writing by the City Engineer. No compensation or time will be granted by reason of a suspension pursuant to this provision.

111.06 – TERMINATION OF CONTRACT

Save as provided in any bond or bonds or any warranty or provided in these Standard Specifications, the contract will be considered fulfilled, when all work has been performed, the Project has been completed, the project is ready for use as intended in the Contract Documents the Final Inspection has been made by the City Engineer, Acceptance has been made by formal action of the Awarding Public Agency, and the final payment has been made by the Awarding Public Agency.

SECTION 112 – MEASUREMENT AND PAYMENT

All applications must be fully and properly executed by the contractor and contain all necessary supporting documents. Partial payments shall be made based on the work timely completed and in

accordance with the Contract Documents and the submission of the required pay requests and supporting documents subject to deductions or withholding as provided in the Contract Documents and subject to retainage as allowed by law. Applications for payment must be made upon the forms provided by the Awarding Public Agency, or copies thereof, and such forms must be properly completed, signed by the contractor and notarized. Applications for payments must have attached thereto the contractor's invoice and all other detail supporting the pay claim, updated Project Schedule and certificate of insurance. After receipt of fully and properly submitted pay claims the Engineer/Architect must have a reasonable time for review and verification before execution by the Engineer/Architect signs and recommends payment to the City Engineer. The City Engineer must have a reasonable time to review and verify the pay claim before approval and forwarding on for payment.

112.01 – MEASUREMENT OF QUANTITIES

For unit price contracts and unit price bid items, the quantities of unit price items must be documented in detail by the contractor, inspected by the Awarding Public Agency, and verified and reconciled by the Engineer/Architect. Any quantity that was covered, consumed, or destroyed before inspection and verification by the Engineer/Architect or the Inspector will not be included in the quantity for payment and no payment will be due and owing under the contract. If it is determined that an error in the measurement of quantities was made before the Acceptance by formal action of the Awarding Public Agency, then a correction or reconciliation will be made and the compensation or reimbursed due must be paid or deducted from payments due, as appropriate to correct the error. If it is determined after Acceptance that an error in the measurement of quantities was made due to mutual mistake or due to misrepresentation, then a correction or reconciliation will be made and the compensation or reimbursed due must be paid or deducted from payments due, as appropriate to correct the error.

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

For lump sum contracts, the contractor must submit Schedule of Values of various parts of the work at least seven (7) calendar days before the Pre-Work Conference for review by the Engineer/Architect and acceptance by the City Engineer. Schedule of Values include a complete breakdown of labor and materials required for the work and project showing estimated quantities and prices, delivery times and performance timelines, and such other values as the Engineer/Architect may have called out in the Bidding Documents. The cumulative value of the Schedule of Values must not exceed to the contract price. In review of the Schedule Values, the City Engineer may furnish the contractor a list of the certain additional items on which additional prices and quantities are desired for inclusion in the Schedule of Values. This Schedule of Values, when accepted by the City Engineer, shall be used as a basis for proportional monthly payments to the contractor but not in excess of the work completed in accordance with the Contract Documents as relates to the value of the total work to be performed under the project in accordance with the accepted Schedule of Values. In applying for payments, the contractor's statement must be broken down in conformity with this Schedule of Values.

112.03 – SCOPE OF PAYMENT

The compensation as herein provided is full payment for all sums due and owing the contractor. Less and except any reimbursement or withholding due and owing from the contractor hereunder which the Awarding Public Agency is hereby authorized to deduct from payment due the contractor.

Any payment prior to Acceptance of the project by the Awarding Public Agency will in no way:

- A) constitute an acknowledgment of acceptable work or substantial completion or the Acceptance of the project or any portion thereof; or
- B) prejudice or affect the obligation of the contractor to repair, correct, renew, or replace at the contractor's expense any defects in the materials or workmanship or any imperfections in the construction or in the strength or quality of the materials used in or about the construction of the project under the contract nor any damages due to or attributed to such defects, whether such defects, imperfections or damages have been or should have been discovered on or before the Final Inspection and Acceptance of the project.

The City Engineer will be the sole judge of such defects, imperfections or damage and the contractor will be liable to the Awarding Public Agency for failure to correct the same as provided herein.

112.04 – PARTIAL PAYMENTS

112.04.01 It is understood that the partial payments from month to month will be approximate only and all monthly estimates and payments will be subject to correction in the quantity rendered following discovery of an error in any previous quantity and such estimate shall not, in any respect, be taken as an admission of the Awarding Public Agency of the amount of an item or amount of work done or of its quality or sufficiency nor as an acceptance of the item or work or the release of the contractor or any of the contractor's responsibility under the contract

112.04.02 Partial payments will be made based on the work performed in accordance with the Contract Documents . Unless otherwise provided in the Contract Documents where Unit Prices are bid partial payments and final claims will be based on actual quantities used in accordance with the Contract Documents.

112.05 – RETAINAGE

Partial payments are subject to retainage as provided by law. Release of retainage is subject to the determination of the Awarding Public Agency that the work or project is complete in accordance with the Contract Documents and approval by the Surety. Provided further, however, release of retainage will be subject to withholdings for Punch List items as provided by the contract and applicable law and subject to payments withheld by the Awarding Public Agency as provided in the contract for costs and expenses due from contractor to Awarding Public Agency for any damages and/or any liquidated damages.

112.06 – ACCEPTANCE AND FINAL PAYMENT

112.06.01 When the project is completed in accordance with the Contract Documents and recommended by the City Engineer for Acceptance, upon receipt of a complete payment application the Engineer/Architect shall review the Final Payment for the contract. The final payment will be based on the final measurements of the work completed. All prior estimates, upon which payments had been made, are subject to corrections or revisions in the Final Payment.

112.06.02 When the project is finally and fully accepted by formal action of the Awarding Public Agency and the Maintenance Bond is placed into effect, the final 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 Acceptance Neither the City nor the Awarding Public Agency shall be deemed to have accepted partial completion or substantial completion of a project without the formal action of their governing bodies. Any partial completion or substantial completion which creates a right to use or occupy the project or any portion thereof prior to Acceptance must be defined on the approved plans and effectuated by formal action of the governing body of the City and Awarding Public Agency.

112.06.03 With the request for Final Payment and release of retainage, the contractor must furnish to the Awarding Public Agency satisfactory evidence that all sums of money due any subcontractor, materialmen, supplier, labor materials apparatus, fixtures or machinery furnished for the purpose of the project and all liens have been paid and that the person or persons to whom the same may respectively be due have consented to such final payment.

112.06.04 The acceptance by the contractor of the Final Payment shall release the Awarding Public Agency of all claims and liability of the Awarding Public Agency under the contract, in equity and at law

112.06.05- Acceptance. After Final Inspection but prior to submitting the final request for payment and requesting release of retainage from the Awarding Public Agency, the contractor must be

complete and submitted to the Project Manager:

- A) A loose leaf of all warranties and all manufacturer's recommended operation and maintenance manuals;
- B) A directory containing the firm name of each subcontractor and material supplier on the project, subcontractor's and material supplier's address, telephone number, and representative to contact for repair and/or maintenance;
- C) A copy of the Engineer/Architect'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;
- D) Contractor must deliver to the Awarding Public Agency through the Engineer/Architect three copies of a neatly bound Operations and Maintenance manual organized in a manner corresponding to the division within the Standard Specification and containing the following information: guarantees, warranties and/or operating instructions for materials, equipment, or installations.
- E) Final claim with all supporting documents.
- F) Post construction video.
- G) Copies of all tests and test results.
- H) Copies of all permits and passed inspections.
- I) As-builts drawings and redline plans with GPS locations of all utility apparatuses, and subsurface features and structures.
- J) Small, Local, and Minority Subcontracting Plan Final Report.
- K) Lien releases and acknowledge of full payment from all subcontractors, materialmen and suppliers;
- L) Verification or Notice of Completion of Erosion Control Plan; and
- M) Verification of completion of the Punch List.

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