

The City of Durant encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged in order to make the necessary accommodations. The City of Durant may waive the 48-hour rule if interpreters for the deaf (signing) or translation services for limited English proficient (LEP) individuals are not the necessary accommodation.

THE DURANT CITY UTILITIES AUTHORITY / DCUA

6:00 PM

**Roscoe J. Hatfield
Council Chambers, 300
West Evergreen,
Durant, Oklahoma
AGENDA**

November 14, 2017

**DURANT CITY HALL
300 W. EVERGREEN, DURANT, OK
ROSCOE J. HATFIELD COUNCIL CHAMBERS**

CALL TO ORDER

ROLL CALL

ORDER OF BUSINESS

1. Consent Items

To help streamline meetings and allow the focus to be on other items requiring strategic thought, the "Consent Items" portion of the agenda groups the routine, procedural, and self-explanatory non-controversial items together. These items are voted on in a single motion (one vote). However, any Council member requesting further information on a specific item thus removes it from the "Consent Items" section for individual attention and separate vote.

- a. Consider Approval of Regular Meeting Minutes of October 10, 2017

2. Consider Items Removed from Consent

3. Administration

- a. Consider Approval of Request for Authorization to Purchase for the 2017 Force Main Line Relocation Project in the Amount of \$647,580.75 (RFAP # 2018-86)
- b. Consider Approval of Contract # C-2017-68 for Professional Services to be Provided by Barker and Associates for the 2017 Forced Main Line Relocation Project for Engineering, Design, Bidding, and Construction Administration.
- c. Consider Acceptance and Award of Bid for 2017 Force Main Line Relocation Project along South Highway 78
- d. Consider Approval of Contract # C-2017-67 with Steve Bean

Construction Company for the 2017 Force Main Line Relocation Project Contingent upon Legal Council Review and Approval of Contractor Bonds and Complete Contract

- e. Consider Authorization for the Chairman to Sign all Related Documents Pertaining to Contract C-2017-67 for the 2017 Force Main Line Relocation Project

4. Information Items

- a. Landfill Information and Reports - October 2017
- b. Solid Waste Collection Monthly Report - October 2017
- c. Utility Billing Office Monthly Summary Report - September 2017
- d. Waste Water Treatment Plant and Lab Report - October 2017
- e. Water and Sewer Line Maintenance Monthly Report - October 2017

- f. Water Treatment Plant Monthly Reports - October 2017

ADJOURNMENT

CERTIFICATE

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 17th day of November, 2016 and that an agenda of said meeting was posted at the place of such meeting at 4:35 p.m..on the 9th day of November, 2017.

Cynthia J. Price, City of Durant



The City of Durant

Office of City Clerk

Memorandum

Date: 10/27/2017
To: Utilities Authority
From: Cynthia J. Price, City Clerk
Re: Consider Approval of Regular Meeting Minutes of October 10, 2017

Council Information / Action Requested

Approval of Regular Meeting Minutes of October 10, 2017

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

Description	Type	Upload Date
Minutes 10.10.2017	Exhibit	10/27/2017

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 17th day of November, 2016 and that an agenda of said meeting was posted at the place of such meeting at 4:50 p.m. on the 6th day of October, 2017.

MINUTES OF THE REGULAR SCHEDULED MEETING OF THE DURANT CITY UTILITIES AUTHORITY OF October 10, 2017 AT 6:00 PM, Roscoe J. Hatfield Council Chambers, 300 West Evergreen, Durant, Oklahoma

CALL TO ORDER

Chairman Tomlinson called the meeting to order at 7:27 p.m.

ROLL CALL

Present: Trustee Destry Hawthorne	City Attorney Tom Marcum
Trustee Oden Grube	City Manager Tim Rundel
Trustee Mike Dills	City Clerk Cynthia J. Price
Vice-Chairman Chad Hitchcock	
Chairman Jerry Tomlinson	

Absent: None (*denotes partial attendance)

Chairman Tomlinson declared a quorum.

1. Consent Items

To help streamline meetings and allow the focus to be on other items requiring strategic thought, the "Consent Items" portion of the agenda groups the routine, procedural, and self-explanatory non-controversial items together. These items are voted on in a single motion (one vote). However, any Council member requesting further information on a specific item thus removes it from the "Consent Items" section for individual attention and separate vote.

a. Consider Approval of Regular Meeting Minutes of September 12, 2017

Approved

Motion was made by Chad Hitchcock and seconded by Destry Hawthorne to approve consent item as presented. Motion Passed with the following vote:

Ayes: Dills, Grube, Hawthorne, Hitchcock, Tomlinson

2. Consideration Items Removed from Consent

3. Administration

a. Resolution No. 2017-24: A Resolution Modifying Billing Procedures for Residential Water Customers When Water Usage is Estimated

Approved

City Attorney Tom Marcum addressed council and stated this item was brought before the Authority largely at the request of Trustee Grube and regards water bills that are estimated. Attorney Marcum stated this Resolution seeks to bring the estimate to the amount the customer is paying for with their minimum monthly payment or an actual estimate of what their bill would be. City Attorney Marcum stated the proposed Resolution directs staff to minimize the number of estimated bills and clearly identify on a bill if the bill is based on an estimated reading. A customer can request an actual reading if not satisfied with the estimate.

Motion was made by Oden Grube and seconded by Mike Dills to approve Resolution 2017-24 modifying billing procedures for residential water customers when water usage is estimated. Motion Passed with the following vote:

Ayes: Dills, Grube, Hawthorne, Hitchcock, Tomlinson

4. Information Items

- a. Landfill Monthly Information & Reports - September 2017
- b. Solid Waste Monthly Collection Report - September 2017
- c. Utilities Office Monthly Summary Report - August 2017
- d. Wastewater Treatment Plant and Laboratory Monthly Reports - September 2017
- e. Water Treatment Plant Operation Monthly Reports - September 2017

Adjournment

Motion was made by Chad Hitchcock and seconded by Destry Hawthorne to adjourn meeting. Motion Passed with the following vote:

Ayes: Dills, Grube, Hawthorne, Hitchcock, Tomlinson



The City of Durant

Public Works Director

Memorandum

Date: 11/6/2017
To: Utilities Authority
From: Marty Cook - Interim Public Works Director
Re: Consider Approval of Request for Authorization to Purchase for the 2017 Force Main Line Relocation Project in the Amount of \$647,580.75 (RFAP # 2018-86)

This is a project that is required by the Oklahoma Department of Transportation (ODOT) and has been in our plans for a few years. This project will relocate a 24" Forced Main line down the Hwy 78 South Corridor between the Hwy 70 Bypass and Davis Rd., making ready for a future ODOT road widening in that area. This RFAP includes the Engineering Services provided by Barker and Associates as well as the Construction Expenses to be provided by Steve Bean Construction.

Council Information / Action Requested

Approve RFAP # 2018-86

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

Description	Type	Upload Date
RFAP 2018-86	Cover Memo	11/8/2017
Bid Tab and Recommendation Letter	Cover Memo	11/6/2017
Construction Specs	Cover Memo	11/6/2017

SPEND/CNTRCT#

INCODE PROJ#

RFAP#

2018-086

REQUEST FOR AUTHORIZATION TO PURCHASE

Ref: 11 O.S. §10:114 (B) and 61 O.S. §103 (D) and City of Durant Code: § 37.003-37.010

Item #

- 1 Item planned for spending (provide details):
Engineering, Design, Bidding, Construction Administration, and Construction of the 2017 Force Main Line Relocation Project.
- 2 Department requesting authorization:
Public Works - Marty Cook
- 3 Bidding recommendation (award or reject along with name and contact information of vendor):

Steve Bean Construction - 2014 Veterans Blvd, Ardmore, Ok - 580-226-0657 - \$608,093.75
Associates - 3902 University Blvd, Durant, Ok - 580-931-9099 - \$39,487.00
Barker and
- 4 Estimated Purchase Date (M/D/Y): November 16, 2017
- 5 What are the financing or lease purchase terms (APR %, length of financing, payments, etc.)
- 6 Is this item included in the current FY budget (Yes/No) Yes
- 7 GL account code: # 015-028-553.61-48
- 8 Spending / purchase request details (complete below blanks):
- 8a Amount requested to spend \$647,580.75
- 8b Item (new or replacement, if a capital item complete fixed asset form)? New
- 8c Old Item to be Traded-In (Yes / No). Note: if a capital item complete fixed asset form? No
- If a Replacement Item, give description, age and condition of item to be replaced (including model & serial or VIN, trade allowance)*
- 8d Is a contractor written agreement involved (Yes / No), if yes include a copy of the contract after City Attorney Review Yes
- 8e Does the purchase involve Grant Funding (Yes or No) No
- 8f What is the City Cash Match for the Grant \$
- 8g What other match or financial obligation is involved with the City accepting this Grant (explain with details)
- 9 Purchase is Planned By (complete appropriate item(s) below):
- 9a **Informal Quotes** – Purchases of \$2000-\$15,000 City Manager approval required. Purchases with an estimated cost over \$15,000 use formal bids. Specifications & at least 3 quotes must be attached for items over \$5,000 (city manager can require quotes for below). \$5,000):
- 9b **Formal Bids** – Purchases with an estimated cost over \$15,000 Council approval required. Attach complete specifications and a bidders list with at least 3 bidders. Include bidder name, address, phone number, fax number and email address of recommended vendor:
See attached documents. Formal Bid Process conducted by Barker Engineering.
- 9c **State Contract** – Purchases of \$2,000-\$15,000 City Manager approval required. Purchases over \$15,000 Council approval required. Include name, address, phone number, fax number, email address of state contract vendor and state contract number:

9d **Buy Board** – Purchases of \$2,000-\$15,000 City Manager approval required. Purchases more than \$15,000 Council approval required. Include name, address, phone number, fax number, email address of Buy Board:

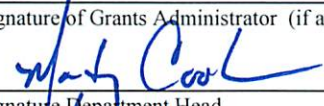
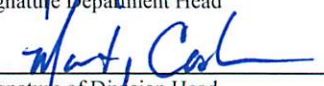
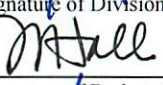
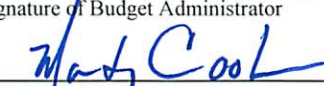
9e **Professional Services Agreement** – Purchases over \$2,000 and less than \$15,000 via an engineering, surveying, architect, computer services, janitorial, etc. firm covered by a council approved professional services agreement, City Manager approval required.

Barker and Associates will be providing Design, Engineering, Bidding, and Construction Administration Services.

9f **Emergency Purchase** – To be utilized only when immediate action must be taken to protect the public health or safety or to prevent damage to property, prior council approval not required. Notify the City Manager immediately that an emergency purchase is needed.

9g **Sole Source Purchase** – Purchases of \$2,000-\$15,000 City Manager approval required. Purchases with an estimated cost over \$15,000 Council approval required in addition to City Manager approval. Attach to this request a memo detailing the nature of the Sole source designation, that is explain how this purchase fulfills the requirements to be considered a sole source purchase:

10 Signature & date blocks (complete appropriate sections):

N/A		
10a	Signature of Grants Administrator (if applicable)	date (M/D/Y):
✓		11-7-17
10b	Signature Department Head	date (M/D/Y):
✗		11-7-17
10c	Signature of Division Head	date (M/D/Y):
		11-7-17
10d	Signature of Budget Administrator	date (M/D/Y):
✗		11-7-17
10e	Signature of Project Manager	date (M/D/Y):
✗		11-07-2017
10f	Signature of City Treasurer	date (M/D/Y):
✗		11-7-17
10g	Signature of City Manager (only over \$2,000)	date (M/D/Y):

11h City Manager Comments:



3902 University Boulevard
Durant, OK 74701
Voice 580.931.9045
Fax 580.931.9099

September 22, 2015 November 7, 2017

Owner/Client: City of Durant
Attn: Jerry Yandell Marty Cook
300 West Evergreen
Durant, OK 74701

Project: SH 78 Bryan County SL Relocation
J/P 24389(06) SSP-107C(130)SS
City of Durant
Professional Services Proposal

PROJECT UNDERSTANDING & SCOPE OF WORK

The City of Durant owns and maintains two sanitary sewer force mains along Highway 78, southeast of the city. Only one is active. The State of Oklahoma desires to widen or otherwise improve Highway 78. The State requires that the city relocate its force main to clear the proposed widening/improvements of the highway.

~~The city plans on performing the relocation work with city forces, therefore no bidding or construction administration services are included.~~ The city is not currently staffed to perform the construction or administration of the construction contract.

Engineers Scope of Work-

Engineer shall perform or provide the following:

- Attend coordination meeting with ODOT utilities coordinator and city.
- Prepare utility relocation plans to conform with ODOT requested relocations.
- Relocation plans to be based upon the ODOT highway construction plans. City relocations will be drawn "on top" of the aforementioned ODOT plans.
- Plans shall indicate the location of the relocated line, fittings, crossing, bores etc. necessary to relocate the line and return line to a functional condition.
- Engineer shall prepare ODEQ documents necessary to obtain a Permit to Construct.
- Prepare construction bid documents and advertise for competitive bids from contractors.

- Review Bids received and prepare draft contract documents for execution by Owner and Contractor.
- Perform a pre-construction meeting.
- Provide on site resident project representation(Inspection) for the project. Provide an on site inspector on the project for an average of 20 hours per week for up to 10 weeks. Inspector will observe and document the construction by preparing daily observation reports, construction photographs and act as Owner/Engineers representative on site. Inspector will have no authority to modify the plans or specifications without Engineers approval.
- Engineer shall also perform construction phase tasks such as general review of the work, processing of contractor pay requests, review of material submittals and be available for contractors requests for information. Engineer will also perform a final inspection as the work is completed.

Special Conditions

All working drawings are the property of the Engineer and reproducibles will be provided upon request.

Engineer has no control over the cost of labor, materials, or construction market conditions. Engineer in no way guarantees the accuracy of Estimates of Probable Cost when compared to bid or actual project cost to Owner/Client.

Engineer shall in no way be responsible for differing or unforeseen subsurface conditions either natural or man-made. Engineer shall not be responsible for the location, of underground improvements, such as utility lines, or below grade structures.

Engineer shall not be responsible for historic or environmental clearances, unless specifically listed in the scope of work. These include but are not limited to clearances or permits or evaluation related to environmental site assessments, wetland delineation, endangered species surveys, archaeological surveys or any reporting related to the aforementioned.

Engineer shall not be responsible for construction means, methods, safety procedures or schedules of Contractor.

Engineer shall not be held responsible for the acts of omissions or errors of the Owner, Client, Contractor, or their employees/agents.

Client/Owner shall indemnify and hold harmless Engineer from and against any and all claims, damages or losses and expenses related to work performed by Client/Owner/Contractor.

Contractor shall be solely responsible for permitting related to stormwater pollution prevention requirements.

Schedule-

Contractors construction duration is not anticipated to exceed 75 calendar days.

Compensation-

The Owner shall pay the Engineer a fee based on time expended. The fee for the services included in the scope of services listed above shall not to exceed the Total Estimated Fee below without authorization from the Owner.

<u>PHASE</u>	<u>FEE</u>
Relocation Design	\$ 14,680.00
Bidding Services	\$ 5,307.00
CA Services	\$ 5,500.00
On-Site Inspection (Avg 20 hrs per week 10 weeks)	<u>\$14,000.00</u>
	\$39,487.00

Authorized services beyond the scope of work listed above shall be negotiated as necessary at Owners discretion. The above fee include all typical direct expenses such as telephone, postage, and normal printing expenses, unless stated otherwise within the scope of work. Any other, approved direct expenses will be billed at cost. Bulk printing or large format printing shall be billed at commercial rates, if required. Owner shall pay any fees for permits or review fees and also any expenses related to surveys for both design or construction as deemed necessary.

Barker & Associates, Inc. maintains Professional Liability insurance in excess of \$1,000,000 per occurrence and general liability insurance in excess of the minimum required by statute.

Terms

Invoices will be submitted monthly, based upon time expended. Invoices are due and payable within 30 days. Invoices past due are subject to interest at the rate of 1 ½% per month.

Proposed By:

Accepted By:

H. Wayne Barker, P.E.
President

Signature: _____

Signature: H. Wayne Barker

Printed Name: _____

Date: 11-7-17

Date: _____



3902 University Boulevard
Durant, OK 74701
Voice: 580.931.9045
Fax: 580.931.9099

October 12, 2017

Mr. Jerry Tomlinson, Mayor/Chairman
City of Durant/Utilities Authority
300 West Evergreen
Durant, OK 74701

RE: Recommendation for Award
24" Force Main Relocation for Hwy 78 Widening
Approximately 3,745 LF from Rodeo Road to Davis Road

Dear Mr. Tomlinson:

Please find enclosed the Bid Tabulation for the above referenced project. Bids were received at city hall until October 5 2017, 3:00 pm then read aloud. Seven bids were received.

We have reviewed the bids received and recommend that this project be awarded to Steve Bean Construction, 2014 Veterans Blvd., Ardmore, OK 73401 in the base bid amount of \$608,093.75, as the lowest and most responsive bid. If you concur, please authorize award of the contract and execution of contract for this project.

If you have any questions, please contact us.

Sincerely,

H. Wayne Barker, P.E.
Barker & Associates, Inc.
Consulting Engineers
OK CA #3998 Exp. 06/30/18



Barker & Associates, Inc.
3602 University Boulevard
Durant, OK 74701

Project Name: State Hwy 78 Force Main Line Relocation Project
Owner: City of Durant

Date: 10/05/17
Time: 3:00pm
Page 1 of 1

TABULATION OF BIDS

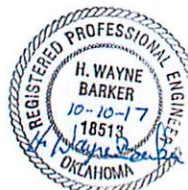
				Engineers Estimate		Steve Bean Construction		Pairol Construction Services, Inc.		W Brown Enterprises		WEB Construction, Inc		Lonetrickory Cattle, L.L.C		Goodwin & Goodwin Inc		Lynn Vessels Construction, L.L.C	
						Phone 580-226-0657	Fax	Phone 405-481-1938	Fax	Phone 580-931-7448	Fax	Phone 580-226-0657	Fax	Phone 918-721-2220	Fax	Phone 918-6471525	Fax	Phone 903-893-4300	Fax
No.	Description	Quantity	Units	U. Price	Total Cost	U. Price	Total Cost	U. Price	Total Cost	U. Price	Total Cost	U. Price	Total Cost	U. Price	Total Cost	U. Price	Total Cost	U. Price	Total Cost
1	Mobilization	1	LS	\$ 30,000.00	\$ 30,000.00	\$3,500.00	\$3,500.00	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00	\$33,000.00	\$33,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$18,400.00	\$18,400.00
2	Construction Staking	1	LS	\$ 2,575.00	\$ 2,575.00	\$2,500.00	\$2,500.00	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00	\$5,750.00	\$5,750.00
3	Temp. Silt Fence	3745	LF	\$ 1.00	\$ 3,745.00	\$2.75	\$10,298.75	\$1.50	\$5,617.50	\$3.00	\$11,235.00	\$0.60	\$1,872.50	\$5.00	\$18,725.00	\$3.00	\$11,235.00	\$2.00	\$7,490.00
4	Clearing & Restoring of Right of Way	3745	LF	\$ 1.00	\$ 3,745.00	\$5.00	\$18,725.00	\$2.00	\$7,490.00	\$5.00	\$18,725.00	\$3.00	\$11,235.00	\$2.50	\$9,362.50	\$4.00	\$14,980.00	\$3.00	\$11,235.00
5	24-Inch DI RJ 45° Bends	10	EA	\$ 2,200.00	\$ 22,000.00	\$1,800.00	\$18,000.00	\$2,250.00	\$22,500.00	\$2,500.00	\$25,000.00	\$1,200.00	\$12,000.00	\$2,000.00	\$20,000.00	\$1,500.00	\$15,000.00	\$1,925.00	\$19,250.00
6	24-Inch PVC AWWA C905 12x21	3745	LF	\$ 140.00	\$ 524,300.00	\$110.00	\$411,950.00	\$105.00	\$393,225.00	\$90.00	\$337,050.00	\$114.00	\$426,930.00	\$110.00	\$411,950.00	\$140.00	\$524,300.00	\$115.91	\$434,082.95
7	36-Inch Welded Steel Casing Installed by Jack and	103	LF	\$ 400.00	\$ 41,200.00	\$480.00	\$49,440.00	\$550.00	\$56,650.00	\$425.00	\$43,775.00	\$385.00	\$39,655.00	\$500.00	\$51,500.00	\$500.00	\$51,500.00	\$530.00	\$54,890.00
8	2-Inch Comb. Air Release Valve & Vault	1	EA	\$ 6,800.00	\$ 6,800.00	\$6,000.00	\$6,000.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$2,650.00	\$2,650.00	\$5,500.00	\$5,500.00	\$4,000.00	\$4,000.00	\$10,000.00	\$10,000.00
9	Remove & Replace Gravel Drive, Installed	75	SY	\$ 40.00	\$ 3,000.00	\$40.00	\$3,000.00	\$75.00	\$5,625.00	\$40.00	\$3,000.00	\$38.50	\$2,887.50	\$25.00	\$1,875.00	\$30.00	\$2,250.00	\$23.00	\$1,725.00
10	Environmental Protection & Site Management	1	LS	\$ 8,500.00	\$ 8,500.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$3,058.00	\$3,058.00	\$7,500.00	\$7,500.00	\$4,000.00	\$4,000.00	\$2,300.00	\$2,300.00
11	Bypass Line, Line Stop, & Bypass Pump	1	LS	\$ 42,000.00	\$ 42,000.00	\$70,000.00	\$70,000.00	\$65,000.00	\$65,000.00	\$50,000.00	\$50,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$55,000.00	\$55,000.00	\$102,350.00	\$102,350.00
12	Connect to existing Force Main, Include required	4	EA	\$ 500.00	\$ 2,000.00	\$3,000.00	\$12,000.00	\$5,000.00	\$20,000.00	\$25,000.00	\$100,000.00	\$7,850.00	\$31,400.00	\$10,000.00	\$40,000.00	\$10,000.00	\$40,000.00	\$10,600.00	\$42,400.00
13	Remove and replace Concrete Pavement (Drive)	21	SY	\$ 85.00	\$ 1,785.00	\$80.00	\$1,680.00	\$225.00	\$4,725.00	\$125.00	\$2,625.00	\$165.00	\$3,465.00	\$100.00	\$2,100.00	\$200.00	\$4,200.00	\$200.00	\$4,200.00
TOTAL BASE BID					\$ 691,850.00		\$608,093.75		\$618,332.50		\$621,410.00		\$670,163.00		\$681,012.50		\$741,465.00		\$724,072.95

I, the undersigned, do hereby state that all Bids on this Tabulation of Bids were received in sealed envelopes. I further state that the Bid opening was conducted in accordance with normally accepted procedures and provisions of the Contract.

* Apparent Math Error Corrected

By:

Date:





3902 University Boulevard
Durant, OK 74701
Voice 580.931.9045
Fax 580.931.9099

October 12, 2017

Mr. Jerry Tomlinson, Mayor/Chairman
City of Durant/Utilities Authority
300 West Evergreen
Durant, OK 74701

RE: Recommendation for Award
24" Force Main Relocation for Hwy 78 Widening
Approximately 3,745 LF from Rodeo Road to Davis Road

Dear Mr. Tomlinson:

Please find enclosed the Bid Tabulation for the above referenced project. Bids were received at city hall until October 5 2017, 3:00 pm then read aloud. Seven bids were received.

We have reviewed the bids received and recommend that this project be awarded to Steve Bean Construction, 2014 Veterans Blvd., Ardmore, OK 73401 in the base bid amount of \$608,093.75, as the lowest and most responsive bid. If you concur, please authorize award of the contract and execution of contract for this project.

If you have any questions, please contact us.

Sincerely,

H. Wayne Barker, P.E.
Barker & Associates, Inc.
Consulting Engineers
OK CA #3998 Exp. 06/30/18



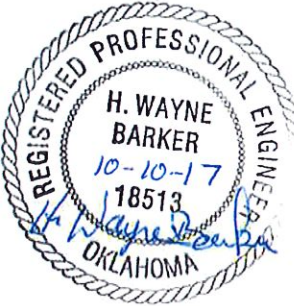
TABULATION OF BIDS																			
Barker & Associates, Inc. 3902 University Boulevard Durant, OK 74701				Project Name: State Hwy 78 Force Main Line Relocation Project				Date: 10/05/17 Time: 3:00pm Page 1 of 1				Owner: City of Durant							
				Engineers Estimate		Steve Bean Construction		Patriot Construction Services, Inc.		W Brown Enterprises		W E B Construction, Inc.		Lonehickory Cattle, L L C		Goodwin & Goodwin Inc		Lynn Vessels Construction, L.L.C.	
						Phone Fax 580-226-0657		Phone Fax 405-481-1938		Phone Fax 580-931-7448		Phone Fax 580-226-0657		Phone Fax 918-721-2290		Phone Fax 918-6471525		Phone Fax 903-893-4300	
No.	Description	Quantity	Units	U. Price	Total Cost	U. Price	Total Cost	U. Price	Total Cost	U. Price	Total Cost	U. Price	Total Cost	U. Price	Total Cost	U. Price	Total Cost	U. Price	Total Cost
1	Mobilization	1	LS	\$ 30,000.00	\$ 30,000.00	\$3,500.00	\$3,500.00	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00	\$33,000.00	\$33,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$18,400.00	\$18,400.00
2	Construction Staking	1	LS	\$ 2,575.00	\$ 2,575.00	\$2,500.00	\$2,500.00	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00	\$5,750.00	\$5,750.00
3	Temp Silt Fence	3745	LF	\$ 1.00	\$ 3,745.00	\$2.75	\$10,298.75	\$1.50	\$5,617.50	\$3.00	\$11,235.00	\$0.50	\$1,872.50	\$5.00	\$18,725.00	\$3.00	\$11,235.00	\$2.00	\$7,490.00
4	Clearing & Restoring of Right of Way	3745	LF	\$ 1.00	\$ 3,745.00	\$5.00	\$18,725.00	\$2.00	\$7,490.00	\$5.00	\$18,725.00	\$3.00	\$11,235.00	\$2.50	\$9,362.50	\$4.00	\$14,980.00	\$3.00	\$11,235.00
5	24-Inch DI RJ 45° Bends	10	EA	\$ 2,200.00	\$ 22,000.00	\$1,800.00	\$18,000.00	\$2,250.00	\$22,500.00	\$2,500.00	\$25,000.00	\$1,200.00	\$12,000.00	\$2,000.00	\$20,000.00	\$1,500.00	\$15,000.00	\$1,925.00	\$19,250.00
6	24-Inch PVC AWWA C905 DR21	3745	LF	\$ 140.00	\$ 524,300.00	\$110.00	\$411,950.00	\$105.00	\$393,225.00	\$90.00	\$337,050.00	\$114.00	\$426,930.00	\$110.00	\$411,950.00	\$140.00	\$524,300.00	\$115.91	\$434,082.95
7	36-Inch Welded Steel Casing Installed by Jack and	103	LF	\$ 400.00	\$ 41,200.00	\$480.00	\$49,440.00	\$550.00	\$56,650.00	\$425.00	\$43,775.00	\$385.00	\$39,655.00	\$500.00	\$51,500.00	\$500.00	\$51,500.00	\$630.00	\$64,890.00
8	2-Inch Comb. Air Release Valve & Vault	1	EA	\$ 6,800.00	\$ 6,800.00	\$6,000.00	\$6,000.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$2,650.00	\$2,650.00	\$5,500.00	\$5,500.00	\$4,000.00	\$4,000.00	\$10,000.00	\$10,000.00
9	Remove & Replace Gravel Drive, Installed	75	SY	\$ 40.00	\$ 3,000.00	\$40.00	\$3,000.00	\$75.00	\$5,625.00	\$40.00	\$3,000.00	\$38.50	\$2,887.50	\$25.00	\$1,875.00	\$30.00	\$2,250.00	\$23.00	\$1,725.00
10	Environmental Protection & Site Management	1	LS	\$ 8,500.00	\$ 8,500.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$3,058.00	\$3,058.00	\$7,500.00	\$7,500.00	\$4,000.00	\$4,000.00	\$2,300.00	\$2,300.00
11	Bypass Line, Line Stop. & Bypass Pump	1	LS	\$ 42,000.00	\$ 42,000.00	\$70,000.00	\$70,000.00	\$65,000.00	\$65,000.00	\$50,000.00	\$50,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$55,000.00	\$55,000.00	\$102,350.00	\$102,350.00
12	Connect to existing Force Main, Include required	4	EA	\$ 500.00	\$ 2,000.00	\$3,000.00	\$12,000.00	\$5,000.00	\$20,000.00	\$25,000.00	\$100,000.00	\$7,850.00	\$31,400.00	\$10,000.00	\$40,000.00	\$10,000.00	\$40,000.00	\$10,600.00	\$42,400.00
13	Remove and replace Concrete Pavement (Drive)	21	SY	\$ 85.00	\$ 1,785.00	\$80.00	\$1,680.00	\$225.00	\$4,725.00	\$125.00	\$2,625.00	\$165.00	\$3,465.00	\$100.00	\$2,100.00	\$200.00	\$4,200.00	\$200.00	\$4,200.00
	TOTAL BASE BID				\$ 691,650.00		\$608,093.75		\$618,332.50		\$621,410.00		\$670,153.00		\$681,012.50		\$741,465.00		\$724,072.95

I, the undersigned, do hereby state that all Bids on this Tabulation of Bids were received in sealed envelopes. I further state that the Bid opening was conducted in accordance with normally accepted procedures and provisions of the Contract.

* Apparent Math Error Corrected

By:

Date:



CONTRACT DOCUMENTS

for

2017 FORCE MAIN LINE RELOCATION PROJECT

The City of Durant
Bryan County, Oklahoma

September 2017

For Bidding & Construction

Set No. _____

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H. Wayne Barker, P.E.
Barker & Associates, Inc
Consulting Engineers
C.A. No. 3998, Exp. 6/30/18

ADVERTISEMENT FOR BIDS

City Of Durant
P.O. Box 578
Durant, OK 74701
(580) 931-6645

Separate sealed Bids for **2017 Force Main Line Relocation Project City of Durant** and all appurtenances thereto, will be received at the office of the City Clerk, at the above address until 2:00 P.M., local time., on Friday, September 29, 2017, and then at said Office publicly opened and read aloud.

Project includes the furnishing of labor, equipment and materials to construct and replace:

Approximately 3,745 LF of 24-inch force main line, approximately and 36-inch bore and steel casing, along State Highway 78 inclusive of fittings, valves, connections to existing lines, and other appurtenances and incidentals necessary to provide a complete installation.

Pre-Bid Conference: No pre-bid conference is scheduled at this time.

Each Bid must be accompanied by a BID BOND payable to the OWNER for Five Percent (5%) of the total amount of the BID. A certified check may be used in lieu of a BID BOND. PERFORMANCE AND MAINTENANCE AND STATUTORY PAYMENT BONDS in the amount of 100 percent (100%) of the Contract Price, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within sixty (60) calendar days following the actual date of the opening thereof.

The OWNER reserves the right to: change dates the bid will be considered; waive all informalities; reject any and all bids; choose whether to accept alternates, if applicable; adjust quantities; and add or omit items of work as deemed necessary to conform with budget or other constraints; and to accept that bid deemed most advantageous for value received.

Copies of the CONTRACT DOCUMENTS may be obtained from Barker and Associates, 3902 University Boulevard, Durant, OK 74701, 580-931-9045 (office), 580-931-9099 (fax). Documents may be obtained at no charge via electronic file transfer.

INFORMATION FOR BIDDERS

Bids will be received by The City of Durant (herein called the "Owner") at City Hall Council Chambers Room 110, 300 W Evergreen, Durant, Ok until 2:00 p.m., local time, on the 29th day of September, 2017, and then at said office publicly opened and read aloud.

Each bid must be submitted in a sealed envelope addressed to City of Durant at 300 West Evergreen, Durant, OK 74702. Each sealed envelope containing a bid must be plainly marked on the outside as a "2017 Force Main Line Relocation Project City of Durant" and the envelope should bear on the outside the bidder's name, address and license number, if applicable, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Owner at P.O. Box 578 Durant, OK 74702.

All bids must be made on the required bid form. All blank spaces for bid prices must be filled in, in ink or typewriter, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required.

The Owner may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above-scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the bidders.

Bidders must satisfy themselves on the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the drawings and specifications, including addenda. After bids have been submitted, no bidder shall assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

Prior to bidding, the Owner shall provide bidders with all information that is pertinent to and delineates and describes the land owned and rights-of way acquired or to be acquired.

The contract documents contain the provisions required for the construction of the project. Information obtained from an officer, agent or employee of the Owner or any other person shall not affect the risks or obligations assumed by the contractor or relieve the contractor from fulfilling any of the conditions of this contract.

Each bid must be accompanied by a bid bond payable to the owner for five percent of the total amount of the bid. As soon as the bid prices have been compared, the Owner will return the bonds of all except

the three lowest responsible bidders. When the agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment the payment bond and performance bond and/or statutory bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of the bid bond.

A performance bond and a payment/statutory bond, each in the amount of 100 percent of the contract price and each with a corporate surety approved by the Owner, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign bid bonds are payment bonds and performance bonds must file with each bond a certified copy of their Power of Attorney bearing the effective date.

The party to whom the contract is awarded will be required to execute the agreement and obtain the performance bond and statutory bond within ten (10) calendar days from the date when Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary agreement and bond forms. In case of failure of the bidder to execute the agreement, the Owner may consider the bidder in default, in which case the bid bond accompanying the proposal shall become the property of the Owner.

The Owner, within ten (10) days of receipt of acceptable performance bond, statutory bond and agreement signed by the party to whom the agreement was awarded, shall sign the agreement and return to such party an executed duplicate of the agreement. Should the Owner not execute the agreement within such period, the bidder may, by written notice, withdraw the signed agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The Notice to Proceed shall be issued within ten (10) days of the execution of the agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and contractor. If the Notice to Proceed has not been issued within the ten-day period or within the period mutually agreed upon, the contractor may terminate the agreement without further liability on the part of either party.

The Owner may make such investigations as deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the agreement and to complete the work contemplated therein.

A condition or qualified bid will not be accepted.

Award will be made to the lowest responsible bidder.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the contract documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation with respect to its bid.

Further, the bidder agrees to abide by the requirements under Executive Order No. 11246, as amended, including, specifically, the provisions of the Equal Opportunity Clause set forth in the Supplemental General Conditions.

When alternate bids are taken, they will be listed in numerical order with the highest priority being number one, second priority being number two, etc.

When alternates are used, the low bidders will be selected by the lowest and best bid, considering all bids, which include the selected alternate bids.

The alternates will be listed in consecutive priority order to remain within the funds available for the project.

The low bidder shall supply the names and addresses of major material suppliers and subcontractors when required to do so by the Owner.

Mandatory pre-bid inspection for prospective has not been scheduled.

The Engineer is: Barker & Associates, Inc.

Address: 3902 University Blvd. Durant, OK. 74701

SPECIAL NOTE TO BIDDERS:

As a part of the bid on this project, the successful bidder will be required to meet all requirements of the Underground Facilities Damage Prevention Act when engaged in work within the public right-of-way in the same manner as in private right-of way.

Section 3 Plan shall be submitted with bid.

BID PROPOSAL

Proposal of STEVE BEAN CONSTRUCTION
(hereinafter called "Bidder"), organized and existing under the laws of the State of OKLA
doing business as STEVE BEAN CONSTRUCTION *, to
City of Durant (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for
the construction of 2017 Force Main Line Relocation Project City of Durant
in strict accordance with the contract documents within the time set forth therein and at the prices stated
below.

By submission of this bid, each Bidder certifies, and in the case of a joint bid each party certifies
as to its own organization, that this bid has been arrived at independently, without consultation,
communication or agreement as to any matter relating to this bid, with any other Bidder or with any
competitor.

Bidder hereby agrees to commence work under this contract within ten (10) days of the date to
be specified in the Notice to Proceed and to fully complete the project within 75 consecutive calendar
days thereafter. Bidder further agrees to pay as liquidated damages the sum of \$ 250.00 for each
consecutive calendar day thereafter as provided in section 15 of the General Conditions.

No Bidder may withdraw a bid within 60 days after the actual opening thereof. Each bid must be
accompanied by a bid bond payable to Owner for 5% of the amount bid. Bidder acknowledges receipt of
the following addenda: # 1, Addendum #2

Bidder agrees to perform all the work described in the contract documents for the following unit
prices or lump sum.

Respectfully submitted,

2017 FORCE MAIN LINE RELOCATION PROJECT
City of Durant

Quantities shown are approximate and may vary due to actually installed and measured. Unit bid costs to be complete-in-place for each item including labor, materials, equipment, tools and incidentals necessary for a complete functional installation. Contractor shall submit a unit price for EACH item listed.

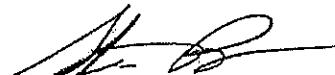
Numerical value and written words **MUST** be filled out.

BID PROPOSAL					
BASE BID					
No.	Item	Quantity	Unit	Unit Price	Total Cost
1	Mobilization	1	LS	\$ 3500.00	\$ 3500.00
2	Construction Staking	1	LS	\$ 2500.00	\$ 2500.00
3	Temp. Silt Fence	3745	LF	\$ 2.75	\$ 10,298.75
4	Clearing & Restoring of Right of Way	3745	LF	\$ 5.00	\$ 18,725.00
5	24-Inch DI RJ 45° Bends	10	EA	\$ 1800.00	\$ 18,000.00
6	24-Inch PVC AWWA C905 DR21	3745	LF	\$ 110.00	\$ 411,950.00
7	36-Inch Welded Steel Casing Installed by Jack and Bore	103	LF	\$ 480.00	\$ 49,440.00
8	2-Inch Comb. Air Release Valve & Vault	1	EA	\$ 6000.00	\$ 6,000.00
9	Remove & Replace Gravel Drive, Installed	75	SY	\$ 40.00	\$ 3,000.00
10	Environmental Protection & Site Management	1	LS	\$ 1000.00	\$ 1000.00
11	Bypass Line, Line Stop, & Bypass Pump	1	LS	\$ 70,000.00	\$ 70,000.00
12	Connect to existing Force Main, Include required pipe and Bell RJ's, and mechanical plug to abandon line.	4	EA	\$ 3,000.00	\$ 12,000.00
13	Remove and replace Concrete Pavement (Drive)	21	SY	\$ 80.00	\$ 1680.00
	Total Base Bid				\$ 608093.75

IMPORTANT:

Write in words Total Base Bid (Words take precedent over numerical value above):

Six hundred eight thousand ninety three dollars and 75/100


Signature

STEVE BRAN CONST
Firm Name

PRESIDENT
Title

2014 VETERANS BLVD
Address ARMORE

73-1499089
Employer I.D. No.

steve@sbbranconstruction.com
Email Address

[(SEAL) if bid is by a corporation]

580-226-0657 580-224-0658
Telephone/Fax No.

ATTEST:


Secretary/Witness

9/5/2017
Date

MID-CONTINENT CASUALTY COMPANY

P. O. Box 1409
TULSA, OKLAHOMA 74101

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That We, STEVE BEAN CONSTRUCTION, INC

as Principal, and MID-CONTINENT CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Ohio, and authorized to do business in the State of OKLAHOMA as Surety, are held and firmly bound unto the CITY OF DURANT

_____ as Oblige, in the amount of 5% OF BID AMOUNT DOLLARS lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Oblige shall make an award to the Principal for:

2017 FORCE MAIN LINE RELOCATION PROJECT FOR CITY OF DURANT

_____ according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Oblige in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with MID-CONTINENT CASUALTY COMPANY as Surety or with other Surety or Sureties approved by the Oblige; or if the Principal shall, in case of failure so to do, pay to the Oblige the damages which the Oblige may suffer by reason of such failure not exceeding the penalty of this bond then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

Signed, Sealed and Dated this 5TH day of OCTOBER, 2017.

Melinda Smith
MELINDA SMITH Witness

STEVE BEAN CONSTRUCTION, INC
By [Signature] Principal (Seal)
STEVE BEAN

MID-CONTINENT CASUALTY COMPANY

By [Signature] (Seal)
JASE RIGGS Attorney-in-fact

MID-CONTINENT CASUALTY COMPANY

1437 SOUTH BOULDER, SUITE 200 · TULSA, OKLAHOMA 74119 · 918-587-7221 · FAX 918-588-1253

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the MID-CONTINENT CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof. Melinda Faulkner, Everett J. Watkins, Everett L. Watkins and Lynn Watkins, all of ARDMORE, OK

IN WITNESS WHEREOF, the MID-CONTINENT CASUALTY COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 29 day of September, 2016



ATTEST:

SHARON HACKL

Secretary

MID-CONTINENT CASUALTY COMPANY

TODD BAZATA

VICE PRESIDENT

On this 29 day of September, 2016 before me personally appeared TODD BAZATA, to me known, being duly sworn, deposes and says that s/he resides in Broken Arrow, Oklahoma, that s/he is a Vice President of Mid-Continent Casualty Company, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA }
COUNTY OF TULSA }

SS



Commission # 11008253

My Commission Expires: 09-08-19

JULIE CALLAHAN

Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Mid-Continent Casualty Company by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, SHARON HACKL, Secretary of Mid-Continent Casualty Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this 5th day of October, 2017



SHARON HACKL

Secretary

VOID IF BOX IS EMPTY

STATEMENT OF BIDDER'S QUALIFICATIONS

1. Firm Background

- a. Date Firm was organized 1980
b. State of incorporation 1996
c. Officers and Key Personnel for this Project:

- | | <u>Name</u> | <u>Date of Position</u> |
|-----|----------------------------------|-------------------------|
| (1) | President <u>STEVE BEAN</u> | <u>1996</u> |
| (2) | Vice-President <u>STEVE BEAN</u> | |
| (3) | Secretary _____ | |
| (4) | Treasurer _____ | |

- | | <u>Years of Project
Related Experience</u> |
|-----|--|
| (5) | Project Manager _____ |
| (6) | Crew Leader(s) <u>JOSE RAOGEL</u> |
| (7) | Jobsite Superintendent <u>STEVE BEAN</u> |

d. How long at present address? 16 YRS.

e. Former address and date (if applicable)

f. Has your firm operated under another name? NO
If yes, list former name, address and dates _____

g. Has your firm, or former firm, ever failed to complete any work awarded to you? NO
If yes, list name of project, owner, date and reason for not completing the work.

h. Have any of the officers listed in "c" ever been an owner, officer, or partner in another organization that failed to complete a construction contract?

NO

If yes, list name of project, owner, date and reason for not completing the contract.

(5) Name and address of firm preparing financial statement and date thereof:

NA

(6) Is this financial statement for the identical organization that submitted the bid? NA

If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

NA

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish information requested by the Owner or Engineer in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this 5th day of OCTOBER, 2017.

(Name of Bidder)

By: [Signature]

Title: PRESIDENT

State of OKLA)

)ss.

County of CARTER)

STEVE BEAN, being duly sworn, deposes and says that he is PRESIDENT of STEVE BEAN COMPANY and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 5th day of Oct, 2017.

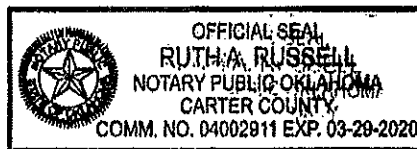
Ruth A Russell
Public Notary

My Commission Expires:

3/29/2020

Commission Number:

0400911



BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF OKLAHOMA)

COUNTY OF CARTER)

ss.

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

NONE

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

NONE

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

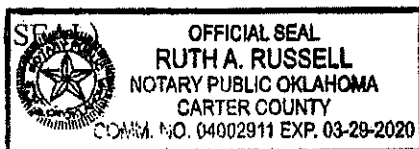
NONE

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

[Signature]
Affiant

Subscribed and sworn to before me this 5th day of Oct 2017.

My Commission Number 04002911 . My Commission expires 3/29/2020



[Signature]
Notary Public

NOTE: This form is to be submitted with the bid.

NON-COLLUSION AFFIDAVIT

STATE OF OKLAHOMA)

COUNTY OF)

CARTER)

SS.

STEVE BEAN

, of lawful age, being first duly sworn upon oath, states that (s)he is the agent authorized by the Bidder to submit the attached bid.

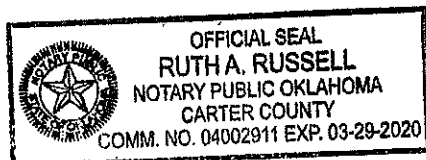
Affiant further states that the Bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or with any State official or employee as to quantity, quality or price in the prospective contract or any other terms of said prospective contract or in any discussion between bidders and any State official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

[Signature]
Affiant

Subscribed and sworn to before me this 5th day of Oct, 2017.

My Commission Number is 04002911. My Commission expires 3/29/2020

(SEAL)



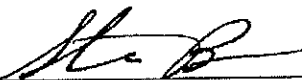
[Signature]
Notary Public

NOTE: This form is to be submitted with the bid.

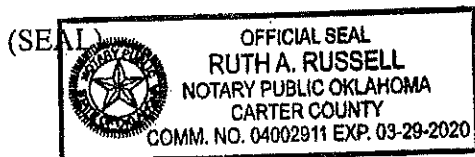
PAYROLL AFFIDAVIT

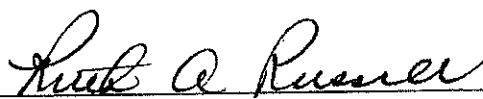
STATE OF OKLAHOMA)
)
COUNTY OF CARTER) SS.

STEVE BEAN, of lawful age, being first duly
sworn upon oath, states that (s)he is the agent authorized by the Bidder to submit the attached bid.
Affiant further states that (s)he has submitted the required payroll information to the Wage and Hour
Division of the Employment Standards Administration of the United States Department of Labor.


Affiant

Subscribed and sworn to before me this 5th day of OCTOBER, 2017.
My Commission Number is 04002911. My Commission expires 3/29/2020




Notary Public

NOTE: This form is to be submitted with the bid.

CONTRACT
C - 2017 - 67

This contract, made and entered into by and between STEVE BEAN CONSTRUCTION COMPANY, as Party of the First Part, hereinafter designated as Contractor, and CITY OF DURANT PUBLIC UTILITIES AUTHORITY, as Party of the Second Part, hereinafter designated as the Owner, to-wit:

WHEREAS, the Contractor is the lowest and the best bidder for:

2017 Force Main Line Relocation Project

for the total bid price, as accepted, of Six Hundred Eight Thousand Ninety Three AND 75/100 Dollars, (\$ 608,093.75);

NOW, THEREFORE, the Contractor, for the consideration herein named, hereby agrees to do and complete the work above mentioned in accordance with the plans adopted and approved by the Owner and on file in the office of the DURANT CITY CLERK, which plans and specifications are made a part of this contract by reference as if attached hereto or written in detail herein.

It is further agreed that the Contractor will commence said work within 10 days from the date of the Work Order and perform same vigorously and continuously and complete the same within 75 calendar days.

It is further agreed that payment for the aforesaid work or material will be made under the terms of the Contractor's bid, as accepted, as provided in the specifications and that, upon final completion of this contract work, the Contractor will receive the full compensation payment according to the schedule of prices as contained in this bid, as accepted, and that, upon receipt by the Contractor of final claim, the same shall be paid in full for all claims of every kind and description the Contractor may have arising out of this contract.

The Notice to Bidders, the Instructions to Bidders, the Special and General Provisions of specifications and the Contractor's Bid Proposal, each of said instruments on file in the office of the DURANT CITY CLERK, are hereby referred to and, by reference thereto, are made a part of this contract as if fully written in detail or attached hereto.

IN WITNESS WHEREOF, the Parties of the First and Second Parts have hereunto set their hands and seals the _____ day of _____, 2017.

SEAL

-

ATTEST:

By: _____

Name & Title

Steve Bean Construction

Contractor

By: _____

Name & Title

SEAL

ATTEST:

By: _____

Name & Title

City of Durant Public Utilities
Authority

By: _____

Name & Title

PERFORMANCE BOND

_____, as Principal,
and _____, a
corporation organized under the laws of the State of _____, as
surety, are held and firmly bound unto _____
_____, in the penal sum of _____
_____ Dollars (\$_____), in lawful money of the
United States of America, for the payment of which, well and truly to be made, we bind
ourselves and each of us, our heirs, executors, administrators, trustees, successors and
assigns, jointly and severally, firmly by these presents.

The condition of this obligation of contract such that, whereas said Principal
entered in a _____
_____, _____,
for _____,
all in compliance with the plans and specifications therefore, made a part of said
contract and on file in the office of _____

(Name and Address of Agency)

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly and faithfully
perform and abide by said contract and each and every covenant, condition and part
thereof and shall fulfill all obligations resting upon said Principal by the terms of said
contract and said specifications and if said Principal shall protect and save harmless
said _____ from any pecuniary loss
resulting from the breach of any of the items, covenants and conditions of said contract
resting upon said Principal, then this obligation shall be null and void, otherwise to be
and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said contract and no deviations from the plan or mode of [procedures herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly-authorized officers and said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its Attorney-In-Fact, duly authorized to do so, the day and year set forth below.

Dated this _____, day of _____, _____.

PRINCIPAL:

By: _____

ATTEST:

SURETY:

By: _____
Attorney-In-Fact

STATUTORY BOND

No. _____

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

Dated this _____ day of _____, 2017.

WHEREAS, the said _____
did on _____ enter into a certain contract with

for the construction of _____;

AND WHEREAS, this _____ in compliance with
Oklahoma Statutes Annotated, 194, Title 61, Sections 1 and 2, as amended;

NOW, THEREFORE, the condition of the above obligation is such that, if the Principal
shall pay all indebtedness incurred for labor, materials or rental of machinery or equipment
furnished in the construction of said public building or in making said public improvements, then
this obligation shall be void, otherwise to remain in full force and effect.

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

By: _____
Bonding Company

ATTEST (If by corporation)

By: _____
Attorney

MAINTENANCE BOND

(Defect Bond)

_____, as Principal, and
_____, a corporation organized under the laws of the State
of _____ and authorized to transact business in the State of Oklahoma,
as Surety, are held and firmly bound unto _____,

(City, Town or Trust Authority)

in the penal sum of _____ Dollars (\$_____) in lawful money of the United States of America, said sum being equal to one hundred percent (100%) of the contract price, for payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that, whereas said Principal entered into a written contract with _____ dated _____, 2017,

(City, Town or Trust)

for _____

_____,
all in compliance with the plans and specifications therefore, made a part of said contract and on file in the office of _____;

NOW, THEREFORE, if said Principal shall pay or cause to be paid to _____ all damage, loss and expense which may result by reason of
(City, Town or Trust Authority)
defective materials and/or workmanship in connection with said work occurring within a period of one (1) year from and after the acceptance of said project by _____,

City, Town or Trust Authority

then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties that no changes or alterations in said contract and no deviations from the plan or mode of procedures herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly-authorized officers and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its Attorney-In-Fact, duly authorized so to do, the day and year set forth below.

DATED this _____ day of _____, 2017.

PRINCIPAL:

By: _____

ATTEST:

SURETY:

By: _____

Attorney-In-Fact

**Insert Power
Of
Attorney
(To Be Inserted at Later Date)**

INSURANCE REQUIREMENTS

Name of Insured: _____

Description of Work: _____

Location of Work: _____

<u>Kind of Insurance</u>	<u>Minimum Coverage</u>	<u>Expected Dates Coverage Needed</u>	
		<u>Duration of Project</u>	
Workers' Compensation	Legal Amount	_____	_____
General Public Liability and Property Damage, Including Vehicle Coverage:			
Bodily Injury - Each Person	\$500,000	_____	_____
Bodily Injury - Each Accident	\$500,000	_____	_____
Property Damage - Each Person	\$200,000	_____	_____
Property Damage - Aggregate Limit	\$200,000	_____	_____
Builder's Risk (If Required)	Full Coverage	_____	_____

NOTE: This covers all motor-driven vehicles such as cars, trucks, graders, etc.

In the event of any material change or cancellation of said policies, the company will give fifteen (15) days' written notice to _____, Owner.

Statements such as "will endeavor" and "but failure to notify Owner shall impose no obligation or liability of any kind upon the company" shall not be allowed.

Coverage shall be indicated by checking all boxes applicable. Insurance shall cover any hazards involved with the planned construction. Special coverage for blasting operations shall be listed separately on the certificates.

The Owner shall be listed as the certificate holder.

NOTICE OF CONTRACT AWARD

A. Contractor Information:

To: Steve Bean Construction
Address: 2014 Veterans Blvd.
Ardmore, OK 73401

Contract No. N/A
Project Description: 2017 Force Main Line
Relocation Project

Phone: 580-226-0657

FEI #: 73-1499089

B. Acceptance of Bid:

The Owner has considered the bid submitted by you for the described work in response to the Advertisement for Bids dated September 6, 2017 and September 13, 2017 and in the Information for Bidders, and opened on October 5, 2017. You are hereby notified that your bid has been accepted for bid items in the amount of \$608,093.75. If you fail to execute said agreement and furnish applicable bonds and insurance within ten (10) days from the date of this notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your bid bond. The Owner will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this Notice of Award to the Owner. Dated this day of , 20 .

Owner: City of Durant Public Utilities Authority

By: 

Typed Name & Title:

C. Contractor Eligibility

Receipt of this Notice of Contract Award is hereby acknowledged by this day of , 20 , and I hereby certify that this firm does not appear on the List of Parties excluded from Federal Procurement and Non-Procurement Programs i.e., the list of Debarred Contractors.

By: Title: Date:

(<http://epls.arnet.gov>)

NOTICE TO PROCEED

Project Name: 2017 Force Main Line Relocation Project City of Durant

Project Location: Durant, OK Contract Number: N/A
Contract: _____ Amount of Contract: \$ 608,093.75 .
Contractor: Steve Bean Construction
2014 Veterans Blvd.
Ardmore, OK 73401

You are hereby notified to commence work on the above referenced contract on or before _____, and fully complete the work of said contract within 75 consecutive calendar days thereafter. Your completion date is therefore _____.

The contract provides for an assessment of the sum of \$250.00 as liquidated damages for each consecutive calendar day after the above-established contract completion date the work remains incomplete.

Dated this _____ day of _____, 2017.

By _____
Title _____

Acceptance of Notice to Proceed

Receipt of the foregoing Notice to Proceed is hereby acknowledged this _____ day of _____, 2017.

By _____
Title _____



ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

<u>ENGINEERS JOINT CONTRACT</u> <u>DOCUMENTS COMMITTEE</u>		Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer):	
Project:	Contract:		
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:	

Approved Change Orders		Change Order Summary	
Number	Additions	Deductions	
			1. ORIGINAL CONTRACT PRICE..... \$
			2. Net change by Change Orders..... \$
			3. Current Contract Price (Line 1 ± 2)..... \$
			4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)..... \$
			5. RETAINAGE:
			a. X Work Completed..... \$
			b. X Stored Material..... \$
			c. Total Retainage (Line 5a + Line 5b)..... \$
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$
			8. AMOUNT DUE THIS APPLICATION..... \$
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)..... \$
TOTALS			
NET CHANGE BY			
CHANGE ORDERS			

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	By: _____	Date: _____
	Payment of: \$ _____ (Line 8 or other - attach explanation of the other amount)	
	is recommended by: _____ (Engineer) _____ (Date) _____	Payment of: \$ _____ (Line 8 or other - attach explanation of the other amount)
	is approved by: _____ (Owner) _____ (Date) _____	Approved by: _____ Funding Agency (if applicable) _____ (Date) _____

CLAIM OR INVOICE AFFIDAVIT

STATE OF OKLAHOMA)
) SS.
COUNTY OF _____)

The undersigned _____, of lawful age,
being first duly sworn upon oath, states that this _____ is true and
correct. Affiant further states that the _____, as shown by this invoice or
claim, have been _____ in accordance with the plans, specifications, orders or
requests furnished to the Affiant. Affiant further states that (s)he has not paid, given or donated or agree
to pay, give or donate, either directly or indirectly, to any elected official, officer or employee of the
State of Oklahoma any money or any other thing of value to obtain payment or the award of this
contract.

Affiant

Subscribed and sworn to before me this _____ day of _____,
My Commission Number is _____. My Commission expires _____.

(SEAL)

Notary Public

ATTORNEY'S CERTIFICATE OF APPROVAL OF CONTRACT AND BONDS

I, the undersigned _____, the fully authorized and legal representative of, City of Durant, Bryan County, Oklahoma, do hereby certify as follows:

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

Dated the _____ day of _____, 2017.

Attorney

County, Oklahoma

RELEASE OF CLAIMANTS

Date: _____

Project: _____

Dear Sir:

I hereby acknowledge receipt of _____ dollars (\$_____) in full payment of the contract dated ____ for improvement work which I did for you and which is described in my contract.

I certify that I have been paid in full for all materials purchased and all labor employed in the performance of this contract and that there are no claims against me as an employer under this contract on account of injuries sustained by workmen employed by me thereunder. I hereby release you from any claims arising by virtue of this contract.

Sincerely,

Contractor

RELEASE OR WAIVER OF LIEN

_____, 2017

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

Whereas, the undersigned has entered into a contract with _____,
to furnish labor and/or materials for the project known as _____

Now therefore, know ye that the undersigned for and in consideration of the monies to be paid pursuant to the above contract, do hereby waive and release _____ (Owner) and _____ (Contractor), from any and all lien or claim or right of lien on said above described projects and premises.

(Company)

By: _____

Subscribed and sworn to before me this ____ day of _____, 2017.

Notary Public

My Commission expires:

CERTIFICATION OF TAX EXEMPT PUBLIC PROJECT

City of Durant/Utilities Authority hereby certifies that:

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

2017 Force Main Line Relocation Project. Accordingly, under the provisions of 68 O.S. §1356(1), the sale of tangible personal property or services necessary for carrying out such public contract to the contractor or any sub-contractor to such public contract are exempt from sales tax. Any contractor, or sub-contractor of such public contract shall certify, in writing, on the copy of the invoice or sales ticket to be retained by the vendor that the purchases are necessary for carrying out such public contract with the City of Durant.

City of Durant/Utilities Authority

(SEAL)

By _____
City Manager

GENERAL CONDITIONS

- | | |
|---|--|
| 1. Definitions | 17. Subsurface Conditions |
| 2. Additional Instructions &
Detail Drawings | 18. Suspension of Work,
Termination & Delay |
| 3. Scheduled, Reports and Records | 19. Payments to Contractor |
| 4. Drawings and Specifications | 20. Acceptance of Final
Payment as Release |
| 5. Shop Drawings | 21. Insurance |
| 6. Materials, Services & Facilities | 22. Contract Security |
| 7. Inspection & Testing | 23. Assignments |
| 8. Substitutions | 24. Indemnification |
| 9. Patents | 25. Separate Contracts |
| 10. Surveys, Permits, Regulations | 26. Subcontracting |
| 11. Protection of Work, Property,
Persons | 27. Engineer's Authority |
| 12. Supervision by Contractor | 28. Land and Rights-of-Way |
| 13. Changes in the Work | 29. Guaranty |
| 14. Changes in Contract Price | 30. Arbitration |
| 15. Time Completion & Liquidated Damages | 31. Taxes |
| 16. Correction of Work | |

1. **DEFINITIONS:** Wherever used in the contract documents, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:

- a. Addenda: Written or graphic instruments issued prior to the execution of the agreement which modify or interpret the contract documents, drawings and specifications by additions, deletions, clarifications or corrections.
- b. Bid: The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.
- c. Bidder: Any person, firm or corporation submitting a bid for the work.
- d. Bonds: Bid, performance, payment (statutory) and maintenance bonds and other instruments of security furnished by the Contractor and the Contractor's surety in accordance with the contract documents.
- e. Change Order: A written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the contract documents or authorizing an adjustment in the contract price or contract time.
- f. Contract Documents: The contract, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment (Statutory) Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications and Addenda.
- g. Contract Price: The total monies payable to the Contractor under the terms and conditions of the contract documents.

- h. Contract Time: The number of calendar days stated in the contract documents for the completion of the work.
- i. Contractor: The person, firm or corporation with whom the Owner has executed the agreement.
- j. Drawings: The parts of the contract documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the engineer.
- k. Engineer: The person, firm or corporation named as such in the contract documents.
- l. Field Order: A written order effecting a change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the engineer to the Contractor during construction.
- m. Notice to Proceed: Written communication issued by the Owner to the Contractor authorizing him/her to proceed with the work and establishing the date for commencement of the work.
- n. Notice of Award: The written notice by Owner to the apparent successful bidder stating that, upon compliance by the apparent successful bidder with the conditions enumerated therein within the time specified, Owner will sign and deliver the agreement.
- o. Owner: A public or quasi-public body or authority, corporation, association, partnership or individual for whom the work is to be performed.
- p. Project: The undertaking to be performed as provided in the contract documents.
- q. Resident Project Representative: The authorized representative of the Owner who is assigned to the project site or any part thereof.
- r. Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor which illustrate how specific portions of the work shall be fabricated or installed.
- s. Specifications: A part of the contract documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- t. Subcontractor: An individual, firm or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the work at the site.

- u. Substantial Completion: That date certified by the engineer when the construction of the project or a specified part thereof is sufficiently completed, in accordance with the contract documents, to allow the project or specified part to be utilized for the purposes for which it is intended.
- v. Supplemental General Conditions: Modifications to General Conditions required by a Federal agency for participation in the project and approved by the agency in writing prior to being included in the contract documents or such requirements that may be imposed by applicable State laws.
- w. Supplier: Any person or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.
- x. Work: All labor necessary to produce the construction required by the contract documents and all materials and equipment incorporated or to be incorporated in the project.
- y. Written Notice: Any notice in writing to any party to the agreement regarding any part of this agreement. Said written notice shall be considered delivered and the service thereof completed when posted by certified or registered mail to said party at their last given address or delivered in person to said party or their authorized representative at the project site.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:

- a. The Contractor may be furnished additional instructions and detail drawings by the engineer as necessary to carry out the work required by the contract documents.
- b. The additional drawings and instructions thus supplied will become a part of the contract documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS AND RECORDS:

- a. The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data, where applicable, as are required by the contract documents for the work to be performed.
- b. Prior to the first partial payment estimate, the Contractor shall submit construction progress schedules showing the order in which the Contractor proposes to carry on the work, including dates at which the various parts of the work will be started, estimated date of completion of each part and, as applicable:

- (1) The dates at which special detail drawings will be required; and
 - (2) Respective dates for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
- c. The Contractor shall also submit a schedule of payments the Contractor anticipates will be earned during the course of the work.

4. DRAWINGS AND SPECIFICATIONS:

- a. The drawings and specifications are tools to be used by the Contractor to enable the Contractor to furnish all labor, materials, tools, equipment and transportation necessary for the proper performance of the work in accordance with the contract documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the Owner.
- b. In case of conflict between the drawings and the specifications, the specifications shall govern. Figure dimensions and drawings shall govern over scale dimensions and detail drawings shall govern over general drawings.
- c. Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported, in writing, to the engineer, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

5. SHOP DRAWINGS:

- a. The Contractor shall provide shop drawings as may be necessary for the performance of the work as required by the contract documents. The engineer shall promptly review all shop drawings. The engineer's approval of any shop drawing shall not release the Contractor from responsibility for deviations from the contract documents. The approval of any shop drawing that substantially deviates from the requirement of the contract documents shall be evidenced by a change order.

- b. When submitted for the engineer's review, shop drawings shall bear the Contractor's certification that he has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the contract documents.

6. MATERIALS, SERVICES AND FACILITIES:

- a. It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the work within the specified time.
- b. Materials and equipment shall be so stored as to preserve their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located to facilitate prompt inspection.
- c. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- d. Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the engineer.
- e. Materials, supplies or equipment to be incorporated into the work shall be purchased by the Contractor or the subcontractor free and clear of chattel mortgages, conditional sales contracts or other agreements by which an interest is retained by the seller.

7. INSPECTION AND TESTING:

- a. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards as required and defined in the contract documents.
- b. The Owner shall provide all inspection and testing services not required by the contract documents.

- c. The Contractor shall provide, at the Contractor's expense, the testing and inspection services required by the contract documents.
- d. If the contract documents, laws, ordinance, rules, regulations or orders of any public authority having jurisdiction require any specific work to be inspected, tested or approved by someone other than the Contractor, the Contractor will give the engineer timely notice of readiness. The Contractor will then furnish the engineer the required certificates of inspection, testing or approval.
- e. Inspections, tests or approvals by the engineer or others shall not relieve the Contractor from the obligation to perform the work in accordance with the requirements of the contract documents.
- f. The engineer and the engineer's representatives will at all times have access to the work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and for any inspection or testing thereof.
- g. If any work is covered contrary to the written instructions of the engineer, it must, if requested by the engineer, be uncovered for the engineer's observation and the covering replaced at the Contractor's expense.
- h. If the engineer considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing, as the engineer may require, that portion of the work in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such work is defective, the Contractor will bear all expenses of such uncovering, exposing, observing, inspecting and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposing, observing, inspecting, testing and reconstruction and an appropriate change order shall be issued.

8. SUBSTITUTIONS: Whenever a material, article or piece of equipment is identified on the drawings or specifications by referenced to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article or piece of equipment of equal substance and function for those referred to in the contract documents by reference to brand name or catalog number and if, in the opinion of the engineer, such material, article or piece of equipment is of equal substances and function to that specified, the engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the contract price and the contract documents shall be appropriately modified by change order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.
9. The Contractor shall pay all applicable royalties and license fees and shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design or product of a particular manufacturer or manufacturers is specified; however, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless the Contractor promptly gives such information to the engineer.
10. SURVEYS, PERMITS, REGULATIONS:
 - a. The Owner shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the work, together with a suitable number of benchmarks adjacent to the work as shown in the contract documents. From the information provided by the Owner, unless otherwise specified in the contract documents, the Contractor shall develop and make all detail surveys needed for construction, such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.

- b. The Contractor shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.
- c. Permits and licenses of a temporary nature necessary for the performance of the work shall be secured and paid for by the Contractor unless otherwise stated in the Supplemental General Conditions. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance therewith, the Contractor shall promptly notify the engineer in writing and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY AND PERSONS:

- a. The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and program in connection with the work. The Contractor will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby and for the protection of all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- b. The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. The Contractor will notify owners of adjacent utilities when performance of the work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose

acts any of them may be liable, except damage or loss attributable to the fault of the contract documents or to the acts or omissions of the Owner or the engineer or anyone employed by either them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

- c. In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the engineer or Owner, shall act to prevent the threatened damage, injury or loss. The Contractor will give the engineer prompt written notice of any significant changes in the work or deviations from the contract documents caused thereby and a change order shall thereupon be issued covering the changes and deviations involved.

- 12. SUPERVISION BY CONTRACTOR: The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

- 13. CHANGES IN THE WORK:

- a. The Owner may, at any time, as the need arises, order changes within the scope of the work without invalidating the agreement. If such changes increase or decrease the amount due under the contract documents or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
- b. The engineer may also, at any time, by issuing a field order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the engineer unless the Contractor believes that such field order entitles the Contractor to a change in contract price or time, or both, in which event, the Contractor shall give the engineer written notice thereof within seven (7) days after the receipt of the ordered change. Thereafter,

the Contractor shall document the basis for the change in contract price or time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed change order or further instruction from the Owner.

14. CHANGES IN CONTRACT PRICE: The contract price may be changed only by a change order. The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in the order of precedence listed below:

- a. Unit prices previously approved;
- b. An agreed lump sum.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

- a. The date of beginning and the time for completion of the work are essential conditions of the contract documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- b. The Contractor will proceed with the work at such rate of progress as to ensue full completion within the contract time. It is expressly understood and agreed by and between the Contractor and the Owner that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- c. If the Contractor shall fail to complete the work within the contract time or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the bid for each calendar day the Contractor shall be in default after the time stipulated in the contract documents.
- d. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following and the Contractor has promptly given written notice of such delay to the Owner or engineer:
 - (1) Any preference, priority or allocation order duly issued by the Owner;
 - (2) Unforeseeable causes beyond the control and without the fault or negligence of the

Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, fires, flood, epidemics, quarantine, restrictions, strikes, freight embargoes and abnormal and unforeseeable weather; and

- (3) Any delays of subcontractors occasioned by any of the causes specified in paragraphs 15d(1) and 15d(2) of this article.

16. CORRECTION WORK:

- a. The Contractor shall promptly remove from the premises all work rejected by the engineer for failure to comply with the contract documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damages by such removal or replacement.
- b. All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the Owner may remove such work and store the materials at the expense of the Contractor.

17. SUBSURFACE CONDITIONS:

- a. The Contractor shall promptly, before such conditions are disturbed except in the event of an emergency, notify the Owner by written notice of:
 - (1) Subsurface or latent physical conditions at the site differing materially from those indicated in the contract documents; or
 - (2) Unknown physical conditions at the site of an unusual nature which differ materially from those ordinarily encountered and generally recognized as inherent in the work the character provided for in the contract documents.
- b. The Owner shall promptly investigate the conditions and, if it is found that such conditions do so materially differ and cause an increase or decrease, an adjustment shall be made and the contract documents shall be modified by a change order. Any claim of the

Contractor for adjustment hereunder shall not be allowed unless the required written notice has been given and provided that the Owner may, if the Owner determines the facts so justify, consider and adjust any claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION AND DELAY:

- a. The Owner may suspend the work or any portion thereof for a period of not more than ninety (90) days or until such further time as agreed upon by the Contractor in a written notice to the Contractor and the engineer fixing the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, for any costs and/or delays incurred which are directly attributable to any suspension.
- b. If any of the following conditions occur:
 - (1) The Contractor is adjudged bankrupt or insolvent or makes a general assignment for the benefit of its creditors;
 - (2) A trustee or receiver is appointed for the Contractor or for any of its property;
 - (3) Contractor files a petition to take advantage of any debtor's act or to reorganize under bankruptcy of applicable laws;
 - (4) The Contractor repeatedly fails to supply sufficiently skilled workmen or suitable materials or equipment;
 - (5) The Contractor repeatedly fails to make prompt payments to subcontractors or for labor, materials or equipment;
 - (6) The Contractor disregards laws, ordinance, rules, regulations or orders of any public body having jurisdiction over the work;
 - (7) The Contractor disregards the authority of the engineer or otherwise violates any provision of the contract documents;

then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and its surety a minimum of ten (10) days from delivery of

a written notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and finish the work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the engineer and incorporated in a change order.

- c. Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter occur. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the contract documents.
- d. After ten (10) days from the deliver of a written notice to the Contractor and the engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus a reasonable profit.
- e. If, through no act or fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority or the engineer fails to act on any request for payment within thirty (30) days after it is submitted or the Owner fails to pay the Contractor substantially the sum approved by the engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a written notice to the Owner and the engineer, terminate the contract and recover from the Owner payment for all work executed and all expenses sustained. In addition to and in lieu of terminating the contract, if the engineer has failed to act on a request for payment or if the Owner has failed to make payment as aforesaid, the Contractor may, upon ten (10) days written notice to the Owner and engineer, stop the work until paid all amounts then due, in

which event and upon resumption of the work, change orders shall be issued to adjust the contract price or extend the contract time, or both, to compensate for the costs and delays attributable to the stoppage of the work.

- f. If the performance of all or any portion of the work is suspended, delayed or interrupted as a result of a failure by the Owner or engineer to act within the time specified in the contract documents or if no time is specified, within a reasonable time, an adjustment in the contract price or an extension of the contract time, or both, shall be made by change order to compensate the Contractor for the costs and delays unnecessarily caused by the failure of the Owner or engineer.
19. PAYMENT TO CONTRACTOR:
- a. At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the engineer a partial payment estimate filled out and signed by the Contractor, covering the work performed during the period covered by the partial payment estimate and supported by such data as the engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by supporting data, satisfactory to the Owner, which will establish the Owner's title to the material and equipment and protect the Owner's interest therein, including applicable insurance. The engineer will, within ten (10) days after the receipt of each partial payment estimate, either indicate approval of payment in writing and present the partial payment estimate to the Owner or return the partial payment estimate to the Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within sixty (60) days of presentation of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate less the retainage. The retainage shall be an amount equal to 5% of said estimate until all work has been completed. Upon substantial completion of the work, any amount retained may be paid to the Contractor. When the work has been substantially completed except for work which cannot be completed because of weather conditions,

lack of materials or other reasons which, in the judgment of the Owner, are valid reasons for non-completion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed.

- b. The request for payment may also include an allowance for the cost of major materials and equipment suitably stored either at or near the site.
- c. Prior to substantial completion, the Owner, with the approval of the engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.
- d. The Owner shall have the right to enter the premises for the purpose of doing work not covered by the contract documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work or the restoration of any damaged work except such as may be caused by agents or employees of the Owner.
- e. Upon completion and acceptance of the work, the engineer shall issue a certificate attached to the final payment request that the work has been accepted under the conditions of the contract documents. The entire balance found to be due to the Contractor, including the retained percentages, except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the work.
- f. The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demand of subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts therefor, equipment, tools and supplies incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived. If the Contractor fails to do so, the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed in accordance with the terms of the

contract documents. In no event shall these provisions be construed to impose any obligations upon the Owner to either the Contractor, the Contractor's surety or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the contract documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

- g. If the Owner failed to make payment within sixty (60) days after approval by the engineer, in addition to other remedies available to the Contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.
20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE: Acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others, relating or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the contract documents or the performance of the payment bonds.
21. INSURANCE:
- a. The Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by the Contractor, any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
 - (1) Claims under Workers' Compensation, disability benefit and other similar employee benefit acts;
 - (2) Claims for damages because of bodily injury, occupational sickness or disease or death of employees;
 - (3) Claims for damages because of bodily injury, sickness or disease or death of any person other than employees;

- (4) Claims for damages covered by the usual personal injury liability coverage which are sustained by:
 - (a) Any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor; or
 - (b) Any other person;
 - (5) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- b. Certificates of insurance acceptable to Owner shall be filed with the Owner prior to commencement of work. These certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen-(15) days' prior written notice has been given to the Owner.
- c. The Contractor shall procure and maintain, at the Contractor's own expense, during the contract time, liability insurance as hereinafter specified:
- (1) Contractor's general public liability and property damage insurance, including vehicle coverage, issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property arising out of or in connection with any operations under the contract documents, whether such operations be by the Contractor or by any subcontractor employed by the Contractor. Insurance shall be written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident, and a limit of liability of not less than \$500,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,00 for all property damage sustained by any one person in any one accident and a limit of liability not less than \$200,000 aggregate for any such damage sustained by two or more persons in any one accident.
 - (2) The Contractor shall acquire and maintain, if applicable, fire and extended coverage insurance

upon the project to the full insurable value thereof for the benefit of the Owner, the Contractor and the subcontractors, as their interest may appear. This provision shall in no way release the Contractor or the Contractor's surety from obligations under the contract documents to fully complete the project.

- d. The Contractor shall procure and maintain, at the Contractor's own expense, during the contract time, in accordance with the provisions of the laws of the State in which the work is performed, Workers' Compensation insurance, including occupational disease provisions, for all of the Contractor's employees at the site of the project and, in case any work is sublet, the Contractor shall require such subcontractor similarly to provide Workers' Compensation insurance, including occupational disease provisions, for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate and suitable insurance for the protection of its employees not otherwise protected.
- e. The contractor shall secure, if applicable, "all risk" type Builder's risk insurance for work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall not be less than the contract price totaled in the bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the contract time and until the work is accepted by the Owner. The policy shall name as the insured the Contractor and the Owner.

22. CONTRACT SECURITY:

- a. The Contractor shall, within ten (10) days after the receipt of the Notice of Award, furnish the Owner with a performance bond and a payment (statutory) bond in penal sums equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents and upon the prompt payment by the Contractor to all persons supplying labor and materials in the performance of the work required by the contract documents. Such

bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State in which the work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds", as published in Treasury Department Circular Number 570. The expense of these bonds shall be borne by the Contractor. If, at any time, a surety on any such bond is declared bankrupt or loses its right to do business in the State in which the work is to be performed or is removed from the list of Surety Companies Acceptable on Federal Bonds, Contractor shall, within ten (10) days after notice from the Owner, substitute another bond and surety, both of which must be acceptable to Owner. The premiums on such bond shall be paid by the Contractor. No further payment shall be deemed due nor made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

23. ASSIGNMENTS: Neither the Contractor nor the Owner shall sell, transfer, assign or otherwise dispose of the contract or any portion thereof or of any right, title or interest therein or any obligations thereunder without written consent of the other party.

24. INDEMNIFICATION:

- a. The Contractor will indemnify and hold harmless the Owner and the engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claims, damages, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom, which is caused in whole or in part by any negligent or willful act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- b. In any and all claims against the Owner or the engineer or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under the Workers'

Compensation Act, disability benefits acts or other employee benefits acts.

- c. The obligation of the Contractor under this paragraph shall not extend to the liability of the engineer, its agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.
25. SEPARATE CONTRACTS:

- a. The Owner reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate the work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the engineer any defects in such work that render it unsuitable for such proper execution and results.
- b. The Owner may perform additional work related to the project or the Owner may let other contracts containing provisions similar to these. The Contractor will afford the other contractors who are parties to such contracts (or the Owner, if the Owner is performing the additional work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate the work with theirs.
- c. If the performance of additional work by other contractors or the Owner is not noted in the contract documents prior to the execution of the contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes the performance of such additional work by the Owner or other involves it in additional expense or entitles it to an extension of the contract time, the Contractor may make a claim therefor as provided in Sections 14 and 15.

26. SUBCONTRACTING:

- a. The Contractor may utilize the services of specialty subcontracts on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

- b. The Contractor shall not award work to subcontractor(s) in excess of fifty (50) percent of the contract price or in excess of fifty (50) percent of the labor and equipment required to install the project without prior written approval of the Owner.
- c. The Contractor shall be as fully responsible to the Owner for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as the Contractor is for the acts and omissions of persons directly employed by the Contractor.
- d. the Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power regarding termination of any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- e. Nothing contained in this contract shall create any contractual relationship between any subcontractor and the Owner.

27. ENGINEER'S AUTHORITY:

- a. The engineer shall act as the Owner's representative during the construction period, shall decide questions which may arise as to quality and acceptability of materials furnished and work performed and shall interpret the intent of the contract documents in a fair and unbiased manner. The engineer will make visits to the site and determine if the work is proceeding in accordance with the contract documents.
- b. The Contractor will be held strictly to the intent of the contract documents in regard to the quality of materials, workmanship and execution of the work. Inspections may be made at the factory or fabrication plant of the source of material supply.
- c. The engineer will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.
- d. The engineer shall promptly make decisions relative to interpretation of the contract documents.

28. LAND AND RIGHTS-OF-WAY:

- a. Prior to issuance of the Notice to Proceed, the Owner shall obtain all land and right-of-way necessary for the carrying out and completion of the work to be performed pursuant to the contract documents, unless otherwise mutually agreed.
 - b. The Owner shall provide the Contractor with information that delineates and describes the lands owned and right-of-way acquired.
 - c. The Contractor shall provide, at its own expense and without liability to the Owner, any additional land and access thereto that the Contractor may desire for temporary construction facilities or for storage of materials.
29. GUARANTEE: The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of substantial completion. The Contractor warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event the Contractor should fail to make such corrections, the Owner may do so and charge the Contractor the costs thereby incurred. The performance bond shall remain in full force and effect throughout the guarantee period.
30. ARBITRATION BY MUTUAL AGREEMENT:
- a. All claims, disputes and other matters in question arising out of or relating to the contract documents or the breach thereof, except for claims which have been waived by making an acceptance of final payment as provided in Section 20, may be decided by arbitration if the parties mutually agree. Any agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final and judgment may be rendered upon it in any court having jurisdiction thereof.
 - b. Notice of the request for arbitration shall be filed in writing with the other party to the contract documents and a copy shall be filed with the engineer. Request for arbitration shall in no event be made on

any claim, dispute or other matter in question that would be barred by the applicable statute of limitations.

- c. The Contractor will carry on the work and maintain the progress schedule during any arbitration proceedings unless otherwise mutually agreed in writing.

- 31. TAXES: The Contractor will pay all sales, consumer, use and other similar taxes required by the laws of the place where the work is performed, unless the Owner can convey tax exempt status to the Contractor as Owners Agent.

SUPPLEMENTAL GENERAL CONDITIONS

The provisions of the Supplemental General Conditions as described herein change, amend or supplement the General Conditions and shall supersede any conflicting provisions of this contract. All provisions of the General Conditions which are not changed, amended or supplemented remain in force.

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| 1. Contract Approval | 12. State Energy Policy |
| 2. Contract Change Orders | 13. Equal Opportunity |
| 3. Partial Payment Estimates | 14. Non-Resident Contractor
Registration |
| 4. Conflict of Interest | 15. Payment for Materials
Stored on Site |
| 5. Protection of Lives & Property | 16. Change order Approval |
| 6. Remedies | 17. Final Inspection |
| 7. Gratuities | 18. Partial Occupancy & Use |
| 8. Audit & Access to Records | 19. Permits Requiring Time
Schedule |
| 9. Small Minority & Women's Businesses | 20. Clean Up Release |
| 10. Anti-Kickback | |
| 11. Violating Facilities | |

1. CONTRACT APPROVAL:

- a. The Owner and the Contractor will furnish the Owner's attorney such evidence as is required to enable the Owner's attorney to complete and execute "Certificate of Owner's Attorney" (Section 14).

2. CONTRACT CHANGE ORDERS:

- a. All changes affecting the project's construction cost or modifications of the terms or conditions of the contract must be authorized by means of a written contract change order that is mutually agreed to by the Owner and the Contractor. The contract change order will include extra work, work for which quantities have been altered from those shown on the bidding schedule and decreases or increases in the quantities of installed units which are different than those shown in the bidding schedule because of final measurements. All changes must be recorded on a contract change order before they can be included in a partial payment estimate.
- b. A "Contract Change Order" shall be used to record contract changes.
- c. When the contract sum is in whole or in part based on unit prices, the Owner reserves the right to increase or decrease a unit price quantity as may be deemed reasonable or necessary in order to complete the work.

3. PARTIAL PAYMENT ESTIMATES:

- a. "Partial Payment Estimates" shall be used when estimating periodic payments due the Contractor.
 - b. The Owner may, after consultation with the architect/engineer, withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any approved partial payment estimate to such extent as may be necessary to protect the Owner from loss on account of:
 - (1) Defective work not remedied;
 - (2) Claims filed;
 - (3) Failure of Contractor to make payments properly to subcontractors or suppliers;
 - (4) A reasonable doubt that the work can be completed for the balance then unpaid;
 - (5) Damage to another contractor;
 - (6) Performance of work in violation of the terms of the contract documents.
 - c. Where work on unit price items is substantially complete but lacks testing, clean-up and/or corrections, amounts shall be deducted from unit prices in partial payment estimates to amply cover such testing, cleanup and/or corrections.
 - d. When the items in 3.b. and 3.c. are cured, payment shall be made for amounts withheld because of them.
 - e. Payments will not be made that would deplete the retainage or place in escrow any funds required for retainage or invest the retainage for the benefit of the contract.
4. CONFLICT OF INTEREST:
- a. Unacceptable Bidders:
 - (1) No engineer or architect (individual or firm, including persons they employ) who has prepared plans and specifications will be considered an acceptable bidder. Any firm or corporation in which such engineer or architect (including persons they employ) is an officer or an employee or holds or controls a substantial interest will not be considered an acceptable bidder.
 - (2) Contracts or purchases by the Contractor shall not be awarded or made to a supplier or manufacturer if the engineer or architect (firm or individual) who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer. Bids will not be awarded to firms or corporations owned or

controlled wholly or in part by a member of the governing body of the Owner or to an individual who is such a member.

- b. None of the Owner's officers, employees or agents shall engage in the award or administration of this contract if a conflict of interest, real or apparent would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family, his partner or an organization which employs him or is about to employ him, or any of the above, has a financial or other interest in the Contractor. None of the Owner's officers, employees or agents shall solicit or accept gratuities, favors or anything of monetary value from the Contractor or subcontractor.

5. PROTECTION OF LIVES AND PROPERTY:

- a. In order to protect the lives and health of its employees under the contract, the Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA) and any State safety and health agency requirements.
- b. The Contractor alone shall be responsible for the safety, efficiency and adequacy of its plant, appurtenances and methods and for any damage which may result from their failure or their improper construction, maintenance or operation.

6. REMEDIES: Unless otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to this contract or the breach thereof will be decided by arbitration, if the parties mutually agree, or in a court of competent jurisdiction with the State in which the Owner is located.

- a. The arbitration provisions of this section may be initiated by either party to this contract by filing with the other party and the engineer/architect a written request for arbitration.
- b. Each party to this contract will appoint one arbitrator and the two arbitrators will select the third arbitrator.
- c. The arbitrators will select a hearing location as close to the Owner's locale as possible.
- d. The procedure for conducting the hearing will follow the Construction Industry Arbitration Rules of the American Arbitration Association.

7. GRATUITIES:

- a. If the Owner finds, after a notice and hearing, that the Contractor or any of the Contractor's agents or representatives offered or gave gratuities (in the form of

entertainment, gifts or otherwise) to any official, employee or agent of the Owner in an attempt to secure this contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the Owner may, by written notice to the Contractor, terminate this contract. The Owner may also pursue other rights and remedies that the Law or this contract provides. However, the existence of the facts on which the Owner bases such findings shall be an issue and may be reviewed in proceedings under the remedies clause of this contract.

- b. In the event this contract is terminated as provided in paragraph 7.a., the Owner may pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, the Owner may pursue exemplary damages in an amount determined by the Owner, which shall be not less than three nor more than ten times the cost the Contractor incurs in providing any gratuities to any such officer or employee.
8. **AUDIT AND ACCESS TO RECORDS:** For all negotiated contracts except those of \$10,000 or less, HUD, the Comptroller General, the Owner or any of their duly-authorized representatives shall have access to any books, documents, papers and records of the Contractor which are pertinent to the contract for the purpose of making audits, examination, excerpts and transcriptions. The Contractor shall maintain all required records for three years after final payment is made and all other pending matters are closed.
9. **SMALL, MINORITY AND WOMEN'S BUSINESSES:** If the Contractor intends to let any subcontracts for a portion of the work, the Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction and services. Affirmative steps shall consist of:
- a. Including qualified small, minority and women's businesses on solicitation lists;
 - b. Assuring that small, minority and women's businesses on solicited whenever they are potential sources;
 - c. Dividing total requirements when economically feasible;
 - d. Establishing delivery schedules where the requirements of the work permit, which will encourage participation by small, minority and women's businesses.
 - e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce;

- f. Requiring each party to a subcontract to take the affirmative steps of this section; and
 - g. Contractors are encouraged to procure goods and services from labor surplus area firms.
10. ANTI-KICKBACK: The Contractor shall comply with the Copeland Anti-Kickback Act (18 USC §874) as supplemented in Department of Labor regulations 929 CFR 3). This Act provides that each Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public facilities to give up any part of the compensation to which they are otherwise entitled. The Owner shall report all suspected or reported violations to FmHA.
11. VIOLATING FACILITIES: Where this contract exceeds \$100,000, the Contractor shall comply with all applicable standards, orders or requirements issued under the Clean Water Act (33 USC §1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR 15), which prohibit the awarding of non-exempt Federal contracts, grants or loans to facilities included on the EPS's list of violating facilities. The Contractor will report violations to the EPA.
12. STATE ENERGY POLICY: The Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency contained in the State Energy Conservation Plan shall be utilized.
13. Not used
14. NON-RESIDENT CONTRACTOR REGISTRATION: Any non-resident Contractor doing business in the State of Oklahoma shall register with the Oklahoma Tax Commission, the Oklahoma Employment Security Commission, the State Industrial Court and the County Assessor of each county in which contract work will be performed. This must be done prior to commencing work under the contract.
15. PAYMENT FOR MATERIAL STORED ON SITE: The following items will be required if the Contractor requests payment for material stored on the site (see Paragraph 19.b. of the General Conditions):
- a. Invoices, approved and initialed by the consulting engineer and the Owner, showing the quantity, size, cost, etc., of the material;
 - b. Payment will be made only for material stored in a location approved by the Owner. The storage area must provide adequate protection from the elements and the material must be stored so it can be promptly inspected. Material strung throughout the job site will not be considered properly stored.
 - c. The five percent retainer that applies to material installed will also apply to materials stored on the site;

- d. When payment for material stored on the site is received, a paid invoice for that payment from the supplier must be submitted to the Owner prior to the payment of the next partial pay estimate.

16. CHANGE ORDER APPROVAL: All change orders must be approved by the Owner.
17. FINAL INSPECTION: A final inspection will be made by the Owner before final payment is made. Final payment will not be made until the Owner certifies in writing that the construction has been completed as planned. If the Oklahoma State Department of Health has issued a permit and approved the plans and specifications on this project, they must concur in the final inspection.
18. PARTIAL OCCUPANCY AND USE: The Owner, upon advance written notification to the Contractor, shall have the right to occupy and use any completed or partially-completed portions of the project, regardless of the percentage of completion of the entire project, when such occupancy and use is to the Owner's best interest. Such partial occupancy and use shall be upon the following terms:
 - a. The engineer shall make an inspection of the portion or portions of the project concerned and report to the Owner his findings as to the acceptability and completeness of the work. The engineer's report shall include a list of items to be completed or corrected before final payment.
 - b. The Owner, upon acceptance of the engineer's report, shall give written notice to the Contractor of the Owner's intent to occupy and use said portions of the project. The Owner's notice shall include a copy of the engineer's report, shall clearly identify the portions of the project to be occupied and used and shall establish the date of said occupancy and use.
 - c. From the date thus established, the Owner shall assume all responsibilities for operation, maintenance and the furnishing of water, gas and electrical power for the portions of the project thus occupied and used. The Owner shall have the right to exclude the Contractor from those portions of the project but shall provide the Contractor with reasonable access to complete or correct necessary items of work.
 - d. The guarantee required by the General Conditions shall not begin until completion and final acceptance of the entire project except as to items of equipment specified, such as instrumentation, electrical and mechanical equipment, which are thus used by the Owner. For said equipment, the warranty shall start from the date established in the written notice from the Owner.

- e. Occupancy or use of any space in the project shall not constitute acceptance of work not performed in accordance with the contract or relieve the Contractor of liability to perform any work required by the contract but not completed at the time of said occupancy and use.
 - f. The Contractor shall not be held responsible for fair wear and tear or damage resulting from said occupancy except to the extent such damage is covered by the warranty.
 - g. The partial occupancy and use of any portion or portions of the project by the Owner shall not constitute grounds for claims by the Contractor for release of any amounts retained from payments under the provisions of the contract. The retained amounts will not be due until completion of the entire project for final acceptance and final payment as set forth in the General Conditions.
19. PERMITS REQUIRING TIME SCHEDULE: The Contractor shall be responsible for contacting all Federal, State, County or railroad personnel required to be contacted and as set forth in any permits with respect to time schedule before commencing any work for which a permit is required.
20. CLEAN-UP RELEASE: The Contractor shall secure a cleanup release satisfactory to the Owner from any Federal, State, county or railroad agency after the work for which a permit has been obtained has been completed.

SPECIAL CONDITIONS OF THE CONSTRUCTION CONTRACT

GENERAL/SPECIAL/SUPPLEMENTAL CONDITIONS: The General Conditions & Supplemental General Conditions (previous sections) shall govern and control the work to which they apply; however, since these SPECIFICATIONS are of a general nature, they may refer to work not found in this project. In case of conflict between the General Conditions and these Special Conditions, the Special Conditions shall govern. In case of conflict between these Special Conditions and the Special Provisions, the Special Provisions shall govern.

SECTION 101 DEFINITIONS AND TERMS

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

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

A.A.S.H.O.	American Association of State Highway Officials
A.A.S.H.T.O.	American Association of State Highway Traffic Officials
A.I.A.	American Institute of Architects
A.S.A.	American Standards Association
A.S.C.E.	American Society of Civil Engineers
A.S.T.M.	American Society of Testing & Materials
A.W.W.A.	American Water Works Association
O.D.O.T.	Oklahoma Department of Transportation
O.W.R.B.	Oklahoma Water Resources Board
O.D.E.Q.	Oklahoma Department of Environmental Quality

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

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

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

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

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

101.07 - TOWN: a municipal corporation, acting through its duly authorized officers or agents.

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

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

101.10 - CHANNEL: A natural or artificial water course.

101.11 - MAYOR: The Mayor of the Town of _____ as constituted by charter to administer the affairs of the Town of _____.

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

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

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

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

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

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

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

101.17 - CONTRACTOR: The individual, company, partnership or corporation contracting with the OWNER for performance of prescribed work.

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

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

101.20 - DEPARTMENT: The Public Works or Utility Department of the OWNER.

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

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

101.23 - ENGINEER: Engineer of Record or its assignee, is the duly authorized representative. For the purpose of this contract, this refers to the Owner's representative.

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

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

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

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

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

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

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

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

101.32 - OWNER:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

101.49 - SUPERSTRUCTURE: The entire structure except the substructure.

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

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

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

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

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

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS

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

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

102.03 - ISSUANCE OF PROPOSALS: The Owner reserves the right to disqualify or refuse to issue a proposal if a bidder is in default for any of the following reasons:

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

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

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

102.06 - PREPARATION AND SUBMISSION OF PROPOSAL: (1) The bidder shall submit his proposal upon the forms furnished in the specification documents. The bidder shall specify a unit price in words and figures for each pay item for which a quantity is given and shall also show the products of the respective unit prices and quantities written in figures in the column provided for that purpose and the total amount of the proposal obtained by adding the amounts of the several items. All the words and figures shall be in ink or typed. In case of a discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.

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

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

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

SIGNATURE OF PROPOSAL

CONTRACTS

STATUTORY BOND

IF A CORPORATION:

Title of officer signing, Secretary's attest and Seal should be shown.

IF A COMPANY:

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

IF A PARTNERSHIP:

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

IF AN INDIVIDUAL:

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

SUBMISSION OF PROPOSAL:

Addressing: Bids must be submitted in sealed envelopes addressed to the OWNER, and are to be filed with said Authority Secretary. The outside of the envelope shall contain the words SEALED BID and the name of the project.

102.07 - REFECTION OF PROPOSALS: Proposals containing any omission, alterations of form, additions or conditions not called for, conditional or alternate bids unless called for, or if they contain a clause in which the bidder reserves proposals otherwise regular which are not accompanied by a Proposal Guaranty will be considered irregular and may be rejected. The

SPECIAL CONDITIONS

Owner reserves the right to waive technicalities as to change, alterations, or reservations and make the award in the best interest of the Owner.

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

102.09 - WITHDRAWAL OF PROPOSALS: Permission will not be granted to withdraw or modify a bid after it has been filed. Request for non-consideration of bids must be made in writing, addressed to the Owner, and filed with the Town Clerk before the expiration of the time limit for opening bids. After other bids are opened and read, the bid for which withdrawal is requested will be returned unopened.

102.10 - PUBLIC OPENING OF PROPOSALS: Proposals will be publicly opened and read on the date and at the hour and place set in the Notice to Bidders.

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

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

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

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

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

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

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

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

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

102.13 - CONTRACTOR AND HIS EMPLOYEES: The General Contractor and subcontractors employed upon the work shall and will be required to conform to the labor laws of the State of Oklahoma and the various acts amendatory and supplementary thereto, and to all laws, ordinances, and legal requirements applicable thereto. The contractor shall employ competent foremen, experienced mechanics, and others skilled in the several parts of the work given them to do, for performance of the work embraced in this contract; and shall promptly discharge any and all incompetent or otherwise unsatisfactory employees. Contractor's employees directly employed in performance of the work shall not be paid less than the prevailing minimum wage scale.

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

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

It is agreed that employees engaged on the subject contract shall be paid not less than the prevailing rate of wages for work of a similar character and not less than the prevailing hourly rate of wages for legal holiday and overtime work, the said prevailing hourly rate of wages to be as set forth in the current wage determination of the Commissioner of Labor of the State of Oklahoma as applicable to the project location. The bidder by signing his proposal agrees to pay the wages set forth therein. In any case where approved wage scales are not identical, the higher wage scale shall govern.

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

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

The contractor further agrees that it (and contractor's subcontractors, if any) will not fail or refuse to hire or discharge any individual, or otherwise discriminate against any individual with respect to this compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, age or national origin, and further agrees that it will not (nor will its subcontractors, if any) limit segregate or classify its employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, age, physical handicap or national origin. Contractor further agrees with the Owner that this contract may be terminated by the Owner in the event there shall be a violation of any of the

provisions of this paragraph, upon notice in writing given, and all monies to become due pursuant to any other provisions of this contract from the date of termination shall thereafter be forfeited the contractor being entitled only to monies expended and services performed up to and including the date of termination.

SECTION 103 AWARD AND EXECUTION OF CONTRACT

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

103.02 - AWARD OF CONTRACT: Award of contract will be made by the Owner, upon the recommendation of the Engineer to the lowest responsible bidder meeting the requirements of the Oklahoma "Public Competitive Bidding Act". The award of contracts involving the expenditure of federal funds is contingent on concurrence of the federal agency or any other agency whose funds are being used. The award, if made, will be within thirty (30) calendar days after the opening of proposals.

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

103.04 - RETURN OF PROPOSAL GUARANTIES: The guaranty deposited with bids will be returned to the bidders as soon as the contract is awarded, except the guaranty of the successful bidder, which will be returned after the contract is executed and bonds approved.

103.05 - INSURANCE AND BONDS: The successful bidder will be required to carry such compensation and public liability insurance as may be required under the laws of the State of Oklahoma, and shall execute and furnish a statutory surety bond guaranteeing that the contractor shall pay all indebtedness incurred for materials and labor furnished in the performance of the contract in a sum equal to one hundred percent (100%) of the contract price. The successful bidder shall furnish a performance surety bond in the amount of one hundred percent (100%) of the contract guaranteeing the proper and prompt completion of the work in accordance with the provisions of the contract and the plans and specifications. The successful bidder shall also furnish a maintenance bond in the amount of one hundred percent (100%) of the contract, guaranteeing public improvement projects for one (1) year against defective workmanship and materials.

The contractor (and any subcontractors) shall carry and keep in force during this contract, policies of public liability insurance, including any contractual liability assumed under this contract, in the minimum amounts set forth below, and workmen's compensation and employer's liability insurance in the amounts required by law. The contractor shall also furnish an Owner's

Protective Policy in the same amounts with the Owner as the named insured, issued by the same insurance company as the issuer of Contractor's Liability Coverage.

Public Liability, other than automobile:

Personal Injury, each person	\$500,000.00
Personal Injury, each accident	\$1,000,000.00
Property Damage, each person	\$200,000.00
Property Damage, each occurrence	\$200,000.00

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

Personal Injury, each person	\$200,000.00
Personal Injury, each accident	\$1,000,000.00
Property Damage, each accident	\$200,000.00

The policy shall provide a clause stating that it will not be canceled by the insurer without the insurer first giving the Owner fifteen (15) days written notice of cancellation. The contractor shall furnish the Owner an original and duplicate certificate of insurance at the time contracts are prepared.

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

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

SECTION 104 SCOPE OF WORK

104.01 - INTENT OF CONTRACT: The intent of the contract is to provide for the construction and completion in every detail of the work described. The contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract. Scope of work consists of furnishing of all materials, equipment, tools, labor, transportation and services necessary to

complete the construction as outlined herein and indicated on drawings. The complete installation shall not lack any part which can be reasonably implied as necessary to its proper function nor any subsidiary item which is customarily furnished.

There will be a preconstruction conference at a time specified to the Contractor after Notice of Award.

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

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

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

104.04 - MAINTENANCE OF TRAFFIC: The project, while undergoing improvements, shall be kept open to all traffic by the contractor unless approved otherwise. Temporary traffic control devices shall be furnished and maintained by the contractor. Methods of traffic control shall be submitted by the Contractor for approval. Street cuts shall be in accordance with transportation authorities' requirements. All street, highway, driveway cuts shall be properly protected by barricades, flashing traffic warning lights, etc. and shall be repaired and made passable as soon as possible after construction. Contractor shall maintain street/highway, driveway cuts in a passable and safe condition until the final wearing surface is installed.

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

104.06 - SITE MAINTENANCE: The work site shall be kept free from construction debris. At the end of each work shift, the site shall be policed for objectionable debris, which could be deposited off site by wind or storm runoff. Other materials for use in the construction of the

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project shall be maintained in orderly storage and protected from elements, which could hinder incorporation into the work.

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

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

SECTION 105 CONTROL OF WORK

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

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

105.02 - PLANS AND WORKING DRAWINGS: The Owner shall furnish the Contractor with three (3) 11x17 sets of Plans and Specifications at no cost to the Contractor. If additional sets are required, the Contractor will be required to pay the Engineer Forty Dollars (\$40.00) for each additional set. Plans will show details of all structures, lines, grades, typical cross sections of the

roadway, location and design of all structures. The contractor shall keep one set of plans available on the work at all times. The plans will be supplemented by such working drawings as are necessary to adequately control the work. Working drawings for structures shall be furnished by the contractor and shall consist of such detailed plans as may be required to adequately control the work and are not included in the plans furnished by the Owner. They shall include stress sheets, shop drawings, erection plans, false-work plans, cofferdam plans, bending diagrams for reinforcing steel or any other supplementary plans or similar data required of the contractor. All work drawings must be approved by the Engineer and such approval shall not operate to relieve the contractor of any of his responsibility under the contract for the successful completion of the work. The contract price will include the cost of furnishing all working drawings.

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

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

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

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

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

The Contractor, without extra charge, shall make such slight alterations as may be necessary to make adjustable parts fit the fixed or existing features, leaving all complete and in proper form when complete. The Contractor shall verify all dimensions given in the drawings, and shall report any error or inconsistency to the Engineer before commencing work.

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

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

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

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

The contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and duplication or rearrangement work may be reduced to a minimum and that services rendered by those parties will not be unnecessarily interrupted. The revision and crossings of the various types of lines shall be made as follows:

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

B. All overhead and buried telephone and electrical conduits and gas mains to be revised or crossed by the construction of this project shall be protected in accordance with the directions of the utility company owning the conduits and/or mains. The contractor shall notify the companies and obtain their permission before making any crossing or revisions. In the event lines other than those shown on the drawing are encountered, and in the opinion of the Engineer revision of the line is necessary for the construction of the project, the contractor will be reimbursed for the extra cost of the crossing or revision provided the utility can't fix the problem

themselves. Any overhead cables, buried cables, conduits or gas mains shown on plans and damaged by the contractor shall be repaired, at his expense, to the satisfaction of the Engineer and of the utility.

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

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

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

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

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

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

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

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

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

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

Inspectors or technicians employed by the Department will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of the contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the contractor.

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

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

Any work done or materials used without inspection by the Owner's representative may be ordered removed and replaced at the contractor's expense. The Engineer must be notified within twenty-four (24) hours before placement of any concrete, asphalt, or pipe and an inspector must be present during these operations.

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

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

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

Upon failure on the part of the contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer will have the authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs from any monies due or to become due to the contractor.

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

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

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

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

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

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

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

SECTION 106 CONTROL OF MATERIAL

106.01 - SOURCE OF SUPPLY AND QUALITY REQUIREMENTS: The materials used on the work shall meet all quality requirements of the contract. In order to expedite the inspection and testing of materials, the contractor shall notify the Engineer of his proposed sources of materials prior to delivery. At the option of the Engineer, materials may be approved at the source of supply before delivery is started. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the contractor shall furnish materials from other sources.

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

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

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

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

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

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

D. Adequate safety measures shall be provided and maintained.

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

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

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.01 - LAWS TO BE OBSERVED: The contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner may affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the Owner and its representatives against any claim or liability arising

from or based on the violation of any such law, ordinance, regulations, order, or decree, whether by himself or his employees.

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

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

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

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

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

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

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

SECTION 108 PROSECUTION AND PROGRESS

108.01 - ASSIGNMENT AND SUBLETTING OF CONTRACT:

A. The contractor shall give his personal attention to the fulfillment of this contract, and shall not let, assign, or transfer it or his right, title, or interest in or to the same or any part thereof, by attorney or otherwise, or sublet any part of the work to any other person without the previous consent of the Owner in writing.

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

108.02 - TIME AND PROGRESS:

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

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

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

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

E. Should the contractor be delayed in the final completion of the work by any act or neglect of the Owner or Engineer, or of any employees of either, or by strikes, injunctions, fire, or other cause or causes outside of and beyond the control of the contractor and which, in the opinion of the Engineer, could have been neither anticipated nor avoided, then an extension of time sufficient to compensate for the delay, as determined by the Engineer, shall be granted by the Owner, provided, however, that the contractor shall give the Owner and the Engineer notice in writing of the cause of the delay in each case within ten (10) days after the delay.

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

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

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

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

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

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

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

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

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

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

108.04 - LIMITATION OF OPERATIONS: The contractor shall conduct the work at all times in such a manner and sequence to the satisfaction of the Engineer. He shall not open up work to the prejudice or detriment of work already started. The Engineer may require the contractor to

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finish a section on which work is in progress before work is started on any additional sections if the opening of such section is in the public interest or welfare.

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

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

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

SECTION 109 MEASUREMENT AND PAYMENT

109.01 - PAYMENT FOR CONTRACTOR'S PLANT AND MISCELLANEOUS ITEMS: For providing plant, tools, and equipment; for furnishing, erecting, maintaining and removing the

SPECIAL CONDITIONS

construction plant, construction roads, camps, sanitary convenience, temporary water supply, dewatering and other temporary works; for furnishing insurance, bonds, drawings, records, payment of fees, defense of suits, and any all incidental requirements, whether or not they are enumerated in this paragraph, the contractor shall receive no direct payment. Compensation for them shall be considered as having been included in the prices stipulated for the bid items, the payment for which, calculated in the manner specified, shall constitute the total compensation due contractor for the performance of this contract.

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

109.03 - PAYMENTS: If the work is progressing in a satisfactory manner the Contractor shall prepare an estimate for partial payment, provided said payment is not less than \$1,000.00. An estimate for partial payment shall include items actually incorporated in the work. The Owner will retain five percent (5%) of the amount due for the duration of the project.

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

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

109.04 - EXTRA WORK:

A. When and as ordered in writing by the Engineer, the contractor shall do any work or furnish any materials which cannot reasonably be classified under any of the items of the contract but which may be found necessary in order to carry out and complete more fully the work herein agreed to be done and performed; and the contractor hereby agrees to accept, as full compensation for such extra work, lump sums or unit prices agreed upon in writing before said work is commenced.

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

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

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

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

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

judgements that might be rendered against the Owner in any suits and actions, together with such expenses or attorney's fees expended or incurred by the Owner in the defense thereof.

SPECIAL PROVISIONS

ARTICLE 1. PURPOSE

1.1 The purpose of these provisions is to provide for Water Treatment Plant Improvements Filter Media Replacement for City of Durant, Bryan County, Oklahoma. The CONTRACTOR is to provide all material and labor for construction and completion in every detail the work described.

ARTICLE 2. EXTRA WORK

1.1 The CONTRACTOR shall do any work or furnish any materials which cannot reasonably be classified under any of the items of the contract by which may be found necessary in order to carry out and complete more fully the work herein agreed to be done and performed, when and as ordered by the ENGINEER, following authorization by the OWNER in a formal, public meeting for the ENGINEER to issue such an order; and the CONTRACTOR hereby agrees to accept, as full compensation for such work, lump sum or unit prices agreed upon in writing before said work is commenced.

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

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

1.4 For the purpose of determining whether proposed extra work will be authorized or for determining the payment method for extra work, the CONTRACTOR shall submit to the ENGINEER, upon request, a detailed cost estimate for proposed extra work. The estimate shall show itemized quantities and charges for all elements of direct cost. Charges for the CONTRACTOR's and SUBCONTRACTOR's extra profit, extra general superintendent, extra field office expense, and extra overheads shall not be paid except as a percentage addition to the total estimated net cost. Unless otherwise agreed upon by the CONTRACTOR and the OWNER, such percentage additions shall be fifteen (15%) percent of the direct costs for the work performed by the CONTRACTOR's own forces or twenty (20%) percent of the direct costs for extra work performed by a SUBCONTRACTOR.

1.5 When payment for extra work is based on actual field cost, the CONTRACTOR will be paid for the actual field cost plus an allowance of fifteen (15%) percent if the extra work is performed by the CONTRACTOR's own forces or twenty (20%) percent if the extra work is

performed by the SUBCONTRACTOR. The allowance will be paid as full compensation for the CONTRACTOR's or SUBCONTRACTOR's extra profit, extra general superintendent, extra field office expense, extra overheads, and all other elements of extra cost not defined herein as actual field cost.

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

- (a) The actual payroll cost of all workers, such as laborers, mechanics craftsmen, and foremen.
- (b) The CONTRACTOR's or SUBCONTRACTOR's net cost for materials and supplies.
- (c) The actual net rental charge for vehicles and construction equipment not owned by the CONTRACTOR or SUBCONTRACTOR and not available from the equipment of CONTRACTOR or SUBCONTRACTOR; rental charges for Contractor-owned equipment shall be determined by 1.6.
- (d) The transportation charges for equipment.
- (e) The charges for extra power fuel, lubricants, water and special services.
- (f) The charges for extra payroll taxes, bond premiums and insurance premiums.

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

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

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

1.8 The CONTRACTOR shall file with the ENGINEER, certified lists in duplicate, of any equipment and the schedule of pay rates for common and semi-skilled labor and operators of various classes, which are intended to be used in performing the work covered by this Contract. These rates shall be subject to the approval of the ENGINEER. This information will be used by the ENGINEER for computation of Extra Work as mentioned above, however, if the CONTRACTOR fails to file these lists with the ENGINEER prior to starting any work covered

by Contract, then the ENGINEER's computation shall be based on average wages and rates paid on City work.

ARTICLE 3. CONTROL OF EQUIPMENT

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

ARTICLE 4. FIELD OFFICE

4.1 Field Office is not required on this project.

ARTICLE 5. PHOTOGRAPHS

5.1 Contractor shall document the condition of the project right of way and adjacent properties prior to commencement of construction. This documentation should consist of digital photographs and color video with date stamp. Contractor shall provide to Owner two copies of said documentation.

ARTICLE 6. ORDER OF WORK

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

ARTICLE 7. SPECIFICATIONS

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

ARTICLE 8. STORAGE AREAS

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

ARTICLE 9. SURVEYING

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

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

ARTICLE 10. MISCELLANEOUS

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

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

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

ARTICLE 11. MAINTENANCE AGREEMENT

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

SECTION 012001 MEASUREMENT AND PAYMENT

1.0 GENERAL

1.1 MEASUREMENT OF QUANTITIES

The determination of quantities of work acceptably completed under the terms of the contract or as directed by the Engineer, in writing, will be made by the Engineer, based on measurements taken by him or his assistants. The measurements will be taken according to United States Standard Measurements.

1.2 SCOPE OF PAYMENT

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

The payment of any current or partial estimate prior to final acceptance of the work by the Owner shall in no way constitute an acknowledgment of the acceptance of the work, nor in any way prejudice or affect the obligations of the Contractor to repair, correct, renew or replace at his expense any defects or imperfections in the construction of the work under this contract, and its appurtenances nor any damage to or attributable to such defects, which defects, imperfections, or damage shall have been discovered on or before the final inspection and acceptance of the work. The Engineer shall be the sole judge of such defects, imperfections, or damage and the Contractor shall be liable to the Owner for failure to correct the same as provided herein.

1.3 PAYMENTS WITHHELD

Should any defective work or materials be discovered or should a reasonable doubt arise as to the integrity of any part of the work completed prior to the final acceptance and payment, they will be deducted from the first estimate rendered after the discovery of such work an amount equal in value to defective or questioned work and this work will not be included in a subsequent estimate until the defects have been remedied or the cause for doubt removed.

1.4 ACCEPTANCE AND FINAL PAYMENT

Upon completion of any contract and before final acceptance, a final inspection must be made by Engineer to determine whether the work has been completed in accordance with the contract and specifications. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. When the work has been so completed and certified to the Owner, the work will be considered accepted and the final estimate shall be executed and submitted.

1.5 MEASUREMENT AND PAYMENT

1.5.1 Item 1 – Mobilization – This item includes mobilization, demobilization, bonds, and insurance. Mobilization shall be paid for on a lump sum basis in the following manner:

50% of the lump sum bid on first pay estimate after commencement of construction.
35% on pay estimate that indicates 50% completion of the work, not including allowances for stored materials.

15% on final pay estimate after completion and acceptance of project.

1.5.2 Item 2 – Construction Staking – This item includes providing a surveyor or competent personnel to provide detailed layout of Owner furnished easements and horizontal/vertical control of the construction. ODOT personnel will provide a one time right of way staking and vertical control benchmarks. Contractors personnel shall provide additional staking to insure that new construction is constructed to provide the required clearance and cover and within the Owner's easement.

1.5.3 Item 3 – Temporary Silt Fence – This item shall be paid for at the unit price bid for each linear foot of silt fence installed. Payment shall be full compensation for furnishing all materials, labor, & equipment to install, remove and maintain, silt removal, and incidentals to complete the work specified.

1.5.4 Item 4 – Clearing & Restoring of Right of Way – Payment for this item shall be paid at the unit price bid and measured per linear foot of right of way disturbed, measured along the centerline of the installed trenched pipeline. This item shall not be measured and paid for bored or directionally drilled pipeline. This item shall include clearing of trees, brush and other vegetation. This item shall include all labor, materials, equipment, personnel, and supplies necessary to clear and restore the construction limits; remove, reconstruct or replace all obstructions affected by the construction of the project, including but not limited to fences, retaining walls, patios, signs, mailboxes, landscaping, sidewalks, driveways, parking lots, curbs/gutters, shrubs, brush, trees, etc. This item shall also include removal and replacement and restoration of riprap erosion protection at drainage structures. All obstructions to be replaced or reconstructed shall be restored to substantially the same condition as existed prior to the construction or better. Additional payment shall be made for pavement removal and replacement ONLY if it is listed separately in the Bid Schedule. No additional payment shall be made for alterations of utility

mains, service lines or appurtenances unless specifically provided for elsewhere in the Contract Documents and Bid Schedule. This item shall be paid upon completion and acceptance of the right of way restoration. Any pavement replacement shall be in accordance with the Standard Details.

- 1.5.5 Item 5 – 24" 45° Ductile Iron Pipe Fittings, M.J. R.J., Installed** - Item shall be paid for at the unit price bid for each fitting of the type & size specified. Price bid shall include all costs for furnishing and installing fittings in accordance with the Contract Documents, manufacturer's recommendations and/or standard of practice. All fitting shall be ductile iron & poly wrapped unless noted otherwise. Fittings shall be mechanical joint utilizing restrained fittings unless noted otherwise. No additional payment shall be made for excavation, backfilling, compaction, testing, joint restraints & concrete blocking. Fittings in addition to those indicated in the contract documents shall only be installed after approval from the Owner/Engineer. Contractor shall utilize deflection of pipe joints, and minimize use of fittings where possible.

- 1.5.6 Item 6 - 24" Force Main Line, PVC AWWA C905 DR21** – Measurement for this item shall be made per linear foot of pipe furnished and installed of the size & type specified in the Bid Schedule or shown on the Drawings and placed as shown on the Drawings or approved by the Owner. This item is an estimated quantity to be determined in the field as approved by the Owner. Measurement dependent upon the final approved and installed measurement for the type of water lines. Item shall be measured as the horizontal length installed. No measurement for vertical piping shall be made.

Trenching, Backfilling and Compaction. No separate measurement will be made for trenching, backfilling and compacting for pressure pipe unless stated specifically in the Bid Schedule. Cost to be included in the cost bid for pipe installation. Standard Bedding Material will not be measured separately unless specified in the Bid Schedule.

Price bid shall include costs for shoring, supporting, repairing, or replacing utilities; protection of, repair or replacement of adjacent structures, dewatering, 12GA copper tracer wire, tracer wire connectors, detectable marking tape, bedding, backfill, disposal of excess soil/debris and other incidentals necessary for a complete installation. Price bid shall also include any costs associated with verifying the horizontal & vertical location, type, and size of existing utilities in advance of the construction.

The unit price bid shall be payment for all excavation, supporting, repairing, or replacing utilities; protection of, repair or replacement of adjacent structures; materials to include, pipe, testing and all other labor, materials, or equipment necessary to provide a completed installation.

- 1.5.7 Items 7 – 36" Welded Steel Casing by Jack and Bore** – This item shall be paid

for at the unit price per linear foot of horizontal bore & steel casing, with carrier pipe installed.

Price bid shall include costs for shoring, dewatering, bedding, backfill and other incidentals necessary for a complete installation. Price bid shall also include any costs associated with verifying the horizontal & vertical location, type, and size of existing utilities in advance of the construction. The unit price bid shall be payment for all the casing, entry and exit pits, jacking equipment, dewatering, backfill, compaction, all incidental labor excavation, supporting, repairing, or replacing utilities; protection of repair or replacement of adjacent structures; materials to include, casing pipe, vent pipe, casing seals, spacers, paint and all other labor, materials, or equipment necessary to provide a completed installation.

1.5.8 Items 8 - 2-Inch Comb. Air Release Valve & Vault – Item shall be paid for at the unit price bid for each valve of the type & size specified or indicated in the contract documents. No additional payment shall be made for excavation, backfilling, dewatering compaction or concrete blocking. Contractor shall provide air release valve, vault box, valve stem extensions, tracer wire, lid, concrete blocking, joint restraints, and bedding as required to provide a complete installation.

1.5.9 Item 9 - Remove & Replace Gravel Surfacing(Driveway) – Payment for surfacing, removal and replacement shall be at the unit price bid per square yard of surfacing and such payment shall be compensation in full for furnishing all materials, labor, equipment, tools and incidentals, and performing the work in accordance with the specifications.

The quantities shown on the Drawings are estimated quantities. The Pay Quantity will be based on actual length of surfacing disturbed, measured along centerline of pipe, multiplied by standard trench width for size of pipe specified plus 24”(refer to patching detail). Price bid shall include all labor, materials, equipment and incidentals required to remove and replace surfacing. No payment will be made for disposal of surfacing, temporary surfaces, excavation, preparation of subgrade, compaction backfill.

1.5.10 Item 10 – Environmental Protection & Site Management – Payment for this item shall include costs associated with maintenance & management of materials to mitigate siltation, and maintain a clean work zone both during and after work hours. Price bid shall include costs for labor, materials and equipment for erosion protection of spoil piles, cleaning of existing street to minimize tracking of silt/debris, installing silt barriers/bags at inlets in advance of rain events to prevent pollution, installing/maintaining silt dikes or silt fences to prevent off site silt transportation or contamination of streams. Contractor shall be responsible for preparing Stormwater Pollution Prevention Plans and submitting Stormwater Notice of Intent and Notice of Termination when required to comply with ODEQ stormwater requirements.

This item shall be paid for on a lump sum basis in the following manner:

MEASUREMENT AND PAYMENT

012001-4

15% on first pay estimate after construction commences.

35% on pay estimate that shows 50% completion of the work, not including allowances for stored materials.

25% on pay estimate that indicates 75% completion of the work, not including allowances for stored materials.

25% on final pay estimate.

1.5.11 Item 11 – Bypass Line, Line Stop, & Bypass Pump – The item shall be paid for in lump sum to drain approximately 500,000 gallons of liquid from existing line to make cut and connection to main within specified shutdown time on plans or by owner and directed and approved by the Engineer. Price bid shall include all services, bypass line and fittings, bypass blocking or thrust restraints, labor, generators, pumps, pumper trucks, valves, and taps to drain and/or dispose liquids from the existing force main. No separate measurement will be made for the trenching, right of way restoration, tracer wire, backfilling, excavation/compaction, cutting, temporary traffic control or plugging of existing lines, or fittings necessary to make connection

1.5.12 Item 12 – Connect to existing Force Main, include required pipe and bell RJ's as necessary and Mechanical Plug to abandon line – The item shall be paid for at the unit bid price to provide bell joint restraints at connection and mechanical plug and abandoning line as directed and approved by the Engineer. Price bid shall include furnishing and installation of all mechanically restrained joints, and incidentals necessary. All fitting shall be ductile iron & poly wrapped unless noted otherwise. Fittings shall be mechanical joint utilizing restrained fittings unless noted otherwise. No additional payment shall be made for excavation, backfilling, compaction, testing, joint restraints & concrete blocking. No separate measurement will be made for the trenching, right of way restoration, tracer wire, backfilling, excavation/compaction, cutting, or plugging of existing lines, or fittings necessary to make connection



The City of Durant

Public Works Director

Memorandum

Date: 11/8/2017
To: Utilities Authority
From: Marty Cook - Interim Public Works Director
Re: Consider Approval of Contract # C-2017-68 for Professional Services to be Provided by Barker and Associates for the 2017 Forced Main Line Relocation Project for Engineering, Design, Bidding, and Construction Administration.

This Contract is to allow Barker and Associates to oversee the 2017 Forced Main Line Relocation Project for the City of Durant. Attached is their Proposal for Professional Services for the project.

Council Information / Action Requested

Approve Contract # C 2017-68

City Staff Information / Action Follow-up, if Council authorizes this action:

Clerk to obtain required signatures and file for record
Public Works Director to notify service provider to begin project

ATTACHMENTS:

Description	Type	Upload Date
Barker and Associates Contract	Cover Memo	11/8/2017



*3902 University Boulevard
Durant, OK 74701
Voice 580.931.9045
Fax 580.931.9099*

November 7, 2017

Owner/Client: City of Durant
Attn: Marty Cook
300 West Evergreen
Durant, OK 74701

Project: SH 78 Bryan County SL Relocation
J/P 24389(06) SSP-107C(130)SS
City of Durant
Professional Services Proposal

PROJECT UNDERSTANDING & SCOPE OF WORK

The City of Durant owns and maintains two sanitary sewer force mains along Highway 78, southeast of the city. Only one is active. The State of Oklahoma desires to widen or otherwise improve Highway 78. The State requires that the city relocate its force main to clear the proposed widening/improvements of the highway.

The city is not currently staffed to perform the construction or administration of the construction contract.

Engineers Scope of Work-

Engineer shall perform or provide the following:

- Attend coordination meeting with ODOT utilities coordinator and city.
- Prepare utility relocation plans to conform with ODOT requested relocations.
- Relocation plans to be based upon the ODOT highway construction plans. City relocations will be drawn "on top" of the aforementioned ODOT plans.
- Plans shall indicate the location of the relocated line, fittings, crossing, bores etc. necessary to relocate the line and return line to a functional condition.
- Engineer shall prepare ODEQ documents necessary to obtain a Permit to Construct.
- Prepare construction bid documents and advertise for competitive bids from contractors.

- Review Bids received and prepare draft contract documents for execution by Owner and Contractor.
- Perform a pre-construction meeting.
- Provide on site resident project representation(Inspection) for the project. Provide an on site inspector on the project for an average of 20 hours per week for up to 10 weeks. Inspector will observe and document the construction by preparing daily observation reports, construction photographs and act as Owner/Engineers representative on site. Inspector will have no authority to modify the plans or specifications without Engineers approval.
- Engineer shall also perform construction phase tasks such as general review of the work, processing of contractor pay requests, review of material submittals and be available for contractors requests for information. Engineer will also perform a final inspection as the work is completed.

Special Conditions

All working drawings are the property of the Engineer and reproducibles will be provided upon request.

Engineer has no control over the cost of labor, materials, or construction market conditions. Engineer in no way guarantees the accuracy of Estimates of Probable Cost when compared to bid or actual project cost to Owner/Client.

Engineer shall in no way be responsible for differing or unforeseen subsurface conditions either natural or man-made. Engineer shall not be responsible for the location, of underground improvements, such as utility lines, or below grade structures.

Engineer shall not be responsible for historic or environmental clearances, unless specifically listed in the scope of work. These include but are not limited to clearances or permits or evaluation related to environmental site assessments, wetland delineation, endangered species surveys, archaeological surveys or any reporting related to the aforementioned.

Engineer shall not be responsible for construction means, methods, safety procedures or schedules of Contractor.

Engineer shall not be held responsible for the acts of omissions or errors of the Owner, Client, Contractor, or their employees/agents.

Client/Owner shall indemnify and hold harmless Engineer from and against any and all claims, damages or losses and expenses related to work performed by Client/Owner/Contractor.

Contractor shall be solely responsible for permitting related to stormwater pollution prevention requirements.

Schedule-

Contractors construction duration is not anticipated to exceed 75 calendar days.

Compensation-

The Owner shall pay the Engineer a fee based on time expended. The fee for the services included in the scope of services listed above shall not to exceed the Total Estimated Fee below without authorization from the Owner.

<u>PHASE</u>	<u>FEE</u>
Relocation Design	\$ 14,680.00
Bidding Services	\$ 5,307.00
CA Services	\$ 5,500.00
On-Site Inspection (Avg 20 hrs per week 10 weeks)	<u>\$14,000.00</u> \$39,487.00

Authorized services beyond the scope of work listed above shall be negotiated as necessary at Owners discretion. The above fee include all typical direct expenses such as telephone, postage, and normal printing expenses, unless stated otherwise within the scope of work. Any other, approved direct expenses will be billed at cost. Bulk printing or large format printing shall be billed at commercial rates, if required. Owner shall pay any fees for permits or review fees and also any expenses related to surveys for both design or construction as deemed necessary.

Barker & Associates, Inc. maintains Professional Liability insurance in excess of \$1,000,000 per occurrence and general liability insurance in excess of the minimum required by statute.

Terms

Invoices will be submitted monthly, based upon time expended. Invoices are due and payable within 30 days. Invoices past due are subject to interest at the rate of 1 ½% per month.

Proposed By:

Accepted By:

H. Wayne Barker, P.E.
President

Signature: _____

Signature: H. Wayne Barker

Printed Name: _____

Date: 11-7-17

Date: _____



The City of Durant

Public Works Director

Memorandum

Date: 11/6/2017
To: Utilities Authority
From: Marty Cook - Interim Public Works Director
Re: Consider Acceptance and Award of Bid for 2017 Force Main Line Relocation Project along South Highway 78

The 24" Forced Main Line Relocation Project has been in our plans for a few years and is required by the Oklahoma Department of Transportation. We will be relocating the line between the Hwy 70 Bypass and Davis Rd.

We had seven bidders participate with the lowest bid being \$608,093.75. Staff recommends that we award the bid to Steve Bean Construction based on this bidding process.

Barker and Associates have gone over the bid calculations and made sure that everything is in line with the original specifications for the project.

Council Information / Action Requested

Accept and Award Bid of the 2017 Forced Main Line Relocation Project to Steve Bean Construction for the amount of \$608,093.75.

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

Description	Type	Upload Date
Bid Tab and Recommendation Letter	Cover Memo	11/6/2017



3902 University Boulevard
Durant, OK 74701
Voice 580.931.9045
Fax 580.931.9099

October 12, 2017

Mr. Jerry Tomlinson, Mayor/Chairman
City of Durant/Utilities Authority
300 West Evergreen
Durant, OK 74701

RE: Recommendation for Award
24" Force Main Relocation for Hwy 78 Widening
Approximately 3,745 LF from Rodeo Road to Davis Road

Dear Mr. Tomlinson:

Please find enclosed the Bid Tabulation for the above referenced project. Bids were received at city hall until October 5 2017, 3:00 pm then read aloud. Seven bids were received.

We have reviewed the bids received and recommend that this project be awarded to Steve Bean Construction, 2014 Veterans Blvd., Ardmore, OK 73401 in the base bid amount of \$608,093.75, as the lowest and most responsive bid. If you concur, please authorize award of the contract and execution of contract for this project.

If you have any questions, please contact us.

Sincerely,

H. Wayne Barker, P.E.
Barker & Associates, Inc.
Consulting Engineers
OK CA #3998 Exp. 06/30/18



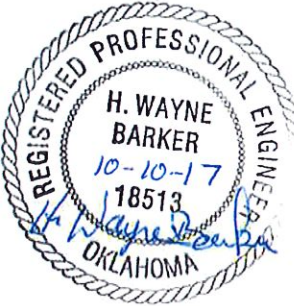
TABULATION OF BIDS																			
Barker & Associates, Inc. 3902 University Boulevard Durant, OK 74701				Project Name: State Hwy 78 Force Main Line Relocation Project				Date: 10/05/17 Time: 3:00pm Page 1 of 1				Owner: City of Durant							
				Engineers Estimate		Steve Bean Construction		Patriot Construction Services, Inc.		W Brown Enterprises		W E B Construction, Inc.		Lonehickory Cattle, L L C		Goodwin & Goodwin Inc		Lynn Vessels Construction, L.L.C.	
						Phone Fax 580-226-0657		Phone Fax 405-481-1938		Phone Fax 580-931-7448		Phone Fax 580-226-0657		Phone Fax 918-721-2290		Phone Fax 918-6471525		Phone Fax 903-893-4300	
No	Description	Quantity	Units	U Price	Total Cost	U Price	Total Cost	U Price	Total Cost	U Price	Total Cost	U Price	Total Cost	U Price	Total Cost	U Price	Total Cost	U Price	Total Cost
1	Mobilization	1	LS	\$ 30,000.00	\$ 30,000.00	\$3,500.00	\$3,500.00	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00	\$33,000.00	\$33,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$18,400.00	\$18,400.00
2	Construction Staking	1	LS	\$ 2,575.00	\$ 2,575.00	\$2,500.00	\$2,500.00	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00	\$5,750.00	\$5,750.00
3	Temp Silt Fence	3745	LF	\$ 1.00	\$ 3,745.00	\$2.75	\$10,298.75	\$1.50	\$5,617.50	\$3.00	\$11,235.00	\$0.50	\$1,872.50	\$5.00	\$18,725.00	\$3.00	\$11,235.00	\$2.00	\$7,490.00
4	Clearing & Restoring of Right of Way	3745	LF	\$ 1.00	\$ 3,745.00	\$5.00	\$18,725.00	\$2.00	\$7,490.00	\$5.00	\$18,725.00	\$3.00	\$11,235.00	\$2.50	\$9,362.50	\$4.00	\$14,980.00	\$3.00	\$11,235.00
5	24-Inch DI RJ 45° Bends	10	EA	\$ 2,200.00	\$ 22,000.00	\$1,800.00	\$18,000.00	\$2,250.00	\$22,500.00	\$2,500.00	\$25,000.00	\$1,200.00	\$12,000.00	\$2,000.00	\$20,000.00	\$1,500.00	\$15,000.00	\$1,925.00	\$19,250.00
6	24-Inch PVC AWWA C905 DR21	3745	LF	\$ 140.00	\$ 524,300.00	\$110.00	\$411,950.00	\$105.00	\$393,225.00	\$90.00	\$337,050.00	\$114.00	\$426,930.00	\$110.00	\$411,950.00	\$140.00	\$524,300.00	\$115.91	\$434,082.95
7	36-Inch Welded Steel Casing Installed by Jack and	103	LF	\$ 400.00	\$ 41,200.00	\$480.00	\$49,440.00	\$550.00	\$56,650.00	\$425.00	\$43,775.00	\$385.00	\$39,655.00	\$500.00	\$51,500.00	\$500.00	\$51,500.00	\$630.00	\$64,890.00
8	2-Inch Comb. Air Release Valve & Vault	1	EA	\$ 6,800.00	\$ 6,800.00	\$6,000.00	\$6,000.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$2,650.00	\$2,650.00	\$5,500.00	\$5,500.00	\$4,000.00	\$4,000.00	\$10,000.00	\$10,000.00
9	Remove & Replace Gravel Drive, Installed	75	SY	\$ 40.00	\$ 3,000.00	\$40.00	\$3,000.00	\$75.00	\$5,625.00	\$40.00	\$3,000.00	\$38.50	\$2,887.50	\$25.00	\$1,875.00	\$30.00	\$2,250.00	\$23.00	\$1,725.00
10	Environmental Protection & Site Management	1	LS	\$ 8,500.00	\$ 8,500.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$3,058.00	\$3,058.00	\$7,500.00	\$7,500.00	\$4,000.00	\$4,000.00	\$2,300.00	\$2,300.00
11	Bypass Line, Line Stop. & Bypass Pump	1	LS	\$ 42,000.00	\$ 42,000.00	\$70,000.00	\$70,000.00	\$65,000.00	\$65,000.00	\$50,000.00	\$50,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$55,000.00	\$55,000.00	\$102,350.00	\$102,350.00
12	Connect to existing Force Main, Include required	4	EA	\$ 500.00	\$ 2,000.00	\$3,000.00	\$12,000.00	\$5,000.00	\$20,000.00	\$25,000.00	\$100,000.00	\$7,850.00	\$31,400.00	\$10,000.00	\$40,000.00	\$10,000.00	\$40,000.00	\$10,600.00	\$42,400.00
13	Remove and replace Concrete Pavement (Drive)	21	SY	\$ 85.00	\$ 1,785.00	\$80.00	\$1,680.00	\$225.00	\$4,725.00	\$125.00	\$2,625.00	\$165.00	\$3,465.00	\$100.00	\$2,100.00	\$200.00	\$4,200.00	\$200.00	\$4,200.00
	TOTAL BASE BID				\$ 691,650.00		\$608,093.75		\$618,332.50		\$621,410.00		\$670,153.00		\$681,012.50		\$741,465.00		\$724,072.95

I, the undersigned, do hereby state that all Bids on this Tabulation of Bids were received in sealed envelopes. I further state that the Bid opening was conducted in accordance with normally accepted procedures and provisions of the Contract.

* Apparent Math Error Corrected

By:

Date:





The City of Durant

Public Works Director

Memorandum

Date: 11/6/2017
To: Utilities Authority
From: Marty Cook - Interim Public Works Director
Re: Consider Approval of Contract # C-2017-67 with Steve Bean Construction Company for the 2017 Force Main Line Relocation Project Contingent upon Legal Council Review and Approval of Contractor Bonds and Complete Contract

This contract is for the construction portion of the 2017 Force Main Line Relocation Project between the City of Durant and Steve Bean Construction. Steve Bean Construction was the lowest bidder out of seven bids on the project. His total bid was \$608,093.75.

Council Information / Action Requested

Approve Contract # C 2017-67

City Staff Information / Action Follow-up, if Council authorizes this action:

Clerk to obtain required signatures as needed and file for record

ATTACHMENTS:

Description	Type	Upload Date
Contract	Cover Memo	11/6/2017
Bid Tab and Recommendation Letter	Cover Memo	11/6/2017
Other	Cover Memo	11/6/2017
Construction Book	Cover Memo	11/6/2017

CONTRACT
#C-2017-67

This contract, made and entered into by and between STEVE BEAN CONSTRUCTION COMPANY, as Party of the First Part, hereinafter designated as Contractor, and CITY OF DURANT PUBLIC UTILITIES AUTHORITY, as Party of the Second Part, hereinafter designated as the Owner, to-wit:

WHEREAS, the Contractor is the lowest and the best bidder for:

2017 Force Main Line Relocation Project

for the total bid price, as accepted, of Six Hundred Eight Thousand Ninety Three AND 75/100 Dollars, (\$ 608,093.75);

NOW, THEREFORE, the Contractor, for the consideration herein named, hereby agrees to do and complete the work above mentioned in accordance with the plans adopted and approved by the Owner and on file in the office of the DURANT CITY CLERK, which plans and specifications are made a part of this contract by reference as if attached hereto or written in detail herein.

It is further agreed that the Contractor will commence said work within 10 days from the date of the Work Order and perform same vigorously and continuously and complete the same within 75 calendar days.

It is further agreed that payment for the aforesaid work or material will be made under the terms of the Contractor's bid, as accepted, as provided in the specifications and that, upon final completion of this contract work, the Contractor will receive the full compensation payment according to the schedule of prices as contained in this bid, as accepted, and that, upon receipt by the Contractor of final claim, the same shall be paid in full for all claims of every kind and description the Contractor may have arising out of this contract.

The Notice to Bidders, the Instructions to Bidders, the Special and General Provisions of specifications and the Contractor's Bid Proposal, each of said instruments on file in the office of the DURANT CITY CLERK, are hereby referred to and, by reference thereto, are made a part of this contract as if fully written in detail or attached hereto.

IN WITNESS WHEREOF, the Parties of the First and Second Parts have hereunto set their hands and seals the _____ day of _____, 2017.

SEAL

.

ATTEST:

By: _____

Name & Title

Steve Bean Construction

Contractor

By: _____

Name & Title

SEAL

ATTEST:

By: _____

Name & Title

City of Durant Public Utilities
Authority

By: _____

Name & Title



3902 University Boulevard
Durant, OK 74701
Voice 580.931.9045
Fax 580.931.9099

October 12, 2017

Mr. Jerry Tomlinson, Mayor/Chairman
City of Durant/Utilities Authority
300 West Evergreen
Durant, OK 74701

RE: Recommendation for Award
24" Force Main Relocation for Hwy 78 Widening
Approximately 3,745 LF from Rodeo Road to Davis Road

Dear Mr. Tomlinson:

Please find enclosed the Bid Tabulation for the above referenced project. Bids were received at city hall until October 5 2017, 3:00 pm then read aloud. Seven bids were received.

We have reviewed the bids received and recommend that this project be awarded to Steve Bean Construction, 2014 Veterans Blvd., Ardmore, OK 73401 in the base bid amount of \$608,093.75, as the lowest and most responsive bid. If you concur, please authorize award of the contract and execution of contract for this project.

If you have any questions, please contact us.

Sincerely,

H. Wayne Barker, P.E.
Barker & Associates, Inc.
Consulting Engineers
OK CA #3998 Exp. 06/30/18



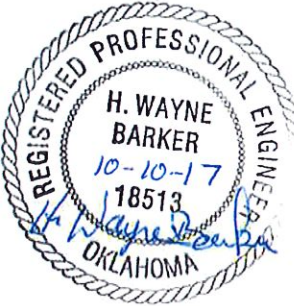
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						Phone Fax 580-226-0657		Phone Fax 405-481-1938		Phone Fax 580-931-7448		Phone Fax 580-226-0657		Phone Fax 918-721-2290		Phone Fax 918-6471525		Phone Fax 903-893-4300	
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I, the undersigned, do hereby state that all Bids on this Tabulation of Bids were received in sealed envelopes. I further state that the Bid opening was conducted in accordance with normally accepted procedures and provisions of the Contract.

* Apparent Math Error Corrected

By:

Date:



NOTICE OF CONTRACT AWARD

A. Contractor Information:

To: Steve Bean Construction
Address: 2014 Veterans Blvd.
Ardmore, OK 73401

Contract No. N/A
Project Description: 2017 Force Main Line
Relocation Project

Phone: 580-226-0657

FEI #: 73-1499089

B. Acceptance of Bid:

The Owner has considered the bid submitted by you for the described work in response to the Advertisement for Bids dated September 6, 2017 and September 13, 2017 and in the Information for Bidders, and opened on October 5, 2017. You are hereby notified that your bid has been accepted for bid items in the amount of \$608,093.75. If you fail to execute said agreement and furnish applicable bonds and insurance within ten (10) days from the date of this notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your bid bond. The Owner will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this Notice of Award to the Owner. Dated this day of , 20 .

Owner: City of Durant Public Utilities Authority

By: 

Typed Name & Title:

C. Contractor Eligibility

Receipt of this Notice of Contract Award is hereby acknowledged by this day of , 20 , and I hereby certify that this firm does not appear on the List of Parties excluded from Federal Procurement and Non-Procurement Programs i.e., the list of Debarred Contractors.

By: Title: Date:

(<http://epls.arnet.gov>)

NOTICE TO PROCEED

Project Name: 2017 Force Main Line Relocation Project City of Durant

Project Location: Durant, OK Contract Number: N/A
Contract: _____ Amount of Contract: \$ 608,093.75.
Contractor: Steve Bean Construction
2014 Veterans Blvd.
Ardmore, OK 73401

You are hereby notified to commence work on the above referenced contract on or before _____, and fully complete the work of said contract within 75 consecutive calendar days thereafter. Your completion date is therefore _____.

The contract provides for an assessment of the sum of \$250.00 as liquidated damages for each consecutive calendar day after the above-established contract completion date the work remains incomplete.

Dated this _____ day of _____, 2017.

By _____
Title _____

Acceptance of Notice to Proceed

Receipt of the foregoing Notice to Proceed is hereby acknowledged this _____ day of _____, 2017.

By _____
Title _____

CONTRACT DOCUMENTS

for

2017 FORCE MAIN LINE RELOCATION PROJECT

The City of Durant
Bryan County, Oklahoma

September 2017

For Bidding & Construction

Set No. _____

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H. Wayne Barker, P.E.
Barker & Associates, Inc
Consulting Engineers
C.A. No. 3998, Exp. 6/30/18

ADVERTISEMENT FOR BIDS

City Of Durant
P.O. Box 578
Durant, OK 74701
(580) 931-6645

Separate sealed Bids for **2017 Force Main Line Relocation Project City of Durant** and all appurtenances thereto, will be received at the office of the City Clerk, at the above address until 2:00 P.M., local time., on Friday, September 29, 2017, and then at said Office publicly opened and read aloud.

Project includes the furnishing of labor, equipment and materials to construct and replace:

Approximately 3,745 LF of 24-inch force main line, approximately and 36-inch bore and steel casing, along State Highway 78 inclusive of fittings, valves, connections to existing lines, and other appurtenances and incidentals necessary to provide a complete installation.

Pre-Bid Conference: No pre-bid conference is scheduled at this time.

Each Bid must be accompanied by a BID BOND payable to the OWNER for Five Percent (5%) of the total amount of the BID. A certified check may be used in lieu of a BID BOND. PERFORMANCE AND MAINTENANCE AND STATUTORY PAYMENT BONDS in the amount of 100 percent (100%) of the Contract Price, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within sixty (60) calendar days following the actual date of the opening thereof.

The OWNER reserves the right to: change dates the bid will be considered; waive all informalities; reject any and all bids; choose whether to accept alternates, if applicable; adjust quantities; and add or omit items of work as deemed necessary to conform with budget or other constraints; and to accept that bid deemed most advantageous for value received.

Copies of the CONTRACT DOCUMENTS may be obtained from Barker and Associates, 3902 University Boulevard, Durant, OK 74701, 580-931-9045 (office), 580-931-9099 (fax). Documents may be obtained at no charge via electronic file transfer.

INFORMATION FOR BIDDERS

Bids will be received by The City of Durant (herein called the "Owner") at City Hall Council Chambers Room 110, 300 W Evergreen, Durant, Ok until 2:00 p.m., local time, on the 29th day of September, 2017, and then at said office publicly opened and read aloud.

Each bid must be submitted in a sealed envelope addressed to City of Durant at 300 West Evergreen, Durant, OK 74702. Each sealed envelope containing a bid must be plainly marked on the outside as a "2017 Force Main Line Relocation Project City of Durant" and the envelope should bear on the outside the bidder's name, address and license number, if applicable, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Owner at P.O. Box 578 Durant, OK 74702.

All bids must be made on the required bid form. All blank spaces for bid prices must be filled in, in ink or typewriter, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required.

The Owner may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above-scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the bidders.

Bidders must satisfy themselves on the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the drawings and specifications, including addenda. After bids have been submitted, no bidder shall assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

Prior to bidding, the Owner shall provide bidders with all information that is pertinent to and delineates and describes the land owned and rights-of way acquired or to be acquired.

The contract documents contain the provisions required for the construction of the project. Information obtained from an officer, agent or employee of the Owner or any other person shall not affect the risks or obligations assumed by the contractor or relieve the contractor from fulfilling any of the conditions of this contract.

Each bid must be accompanied by a bid bond payable to the owner for five percent of the total amount of the bid. As soon as the bid prices have been compared, the Owner will return the bonds of all except

the three lowest responsible bidders. When the agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment the payment bond and performance bond and/or statutory bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of the bid bond.

A performance bond and a payment/statutory bond, each in the amount of 100 percent of the contract price and each with a corporate surety approved by the Owner, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign bid bonds are payment bonds and performance bonds must file with each bond a certified copy of their Power of Attorney bearing the effective date.

The party to whom the contract is awarded will be required to execute the agreement and obtain the performance bond and statutory bond within ten (10) calendar days from the date when Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary agreement and bond forms. In case of failure of the bidder to execute the agreement, the Owner may consider the bidder in default, in which case the bid bond accompanying the proposal shall become the property of the Owner.

The Owner, within ten (10) days of receipt of acceptable performance bond, statutory bond and agreement signed by the party to whom the agreement was awarded, shall sign the agreement and return to such party an executed duplicate of the agreement. Should the Owner not execute the agreement within such period, the bidder may, by written notice, withdraw the signed agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The Notice to Proceed shall be issued within ten (10) days of the execution of the agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and contractor. If the Notice to Proceed has not been issued within the ten-day period or within the period mutually agreed upon, the contractor may terminate the agreement without further liability on the part of either party.

The Owner may make such investigations as deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the agreement and to complete the work contemplated therein.

A condition or qualified bid will not be accepted.

Award will be made to the lowest responsible bidder.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the contract documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation with respect to its bid.

Further, the bidder agrees to abide by the requirements under Executive Order No. 11246, as amended, including, specifically, the provisions of the Equal Opportunity Clause set forth in the Supplemental General Conditions.

When alternate bids are taken, they will be listed in numerical order with the highest priority being number one, second priority being number two, etc.

When alternates are used, the low bidders will be selected by the lowest and best bid, considering all bids, which include the selected alternate bids.

The alternates will be listed in consecutive priority order to remain within the funds available for the project.

The low bidder shall supply the names and addresses of major material suppliers and subcontractors when required to do so by the Owner.

Mandatory pre-bid inspection for prospective has not been scheduled.

The Engineer is: Barker & Associates, Inc.

Address: 3902 University Blvd. Durant, OK. 74701

SPECIAL NOTE TO BIDDERS:

As a part of the bid on this project, the successful bidder will be required to meet all requirements of the Underground Facilities Damage Prevention Act when engaged in work within the public right-of-way in the same manner as in private right-of way.

Section 3 Plan shall be submitted with bid.

BID PROPOSAL

Proposal of STEVE BEAN CONSTRUCTION
(hereinafter called "Bidder"), organized and existing under the laws of the State of OKLA
doing business as STEVE BEAN CONSTRUCTION *, to
City of Durant (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for
the construction of 2017 Force Main Line Relocation Project City of Durant
in strict accordance with the contract documents within the time set forth therein and at the prices stated
below.

By submission of this bid, each Bidder certifies, and in the case of a joint bid each party certifies
as to its own organization, that this bid has been arrived at independently, without consultation,
communication or agreement as to any matter relating to this bid, with any other Bidder or with any
competitor.

Bidder hereby agrees to commence work under this contract within ten (10) days of the date to
be specified in the Notice to Proceed and to fully complete the project within 75 consecutive calendar
days thereafter. Bidder further agrees to pay as liquidated damages the sum of \$ 250.00 for each
consecutive calendar day thereafter as provided in section 15 of the General Conditions.

No Bidder may withdraw a bid within 60 days after the actual opening thereof. Each bid must be
accompanied by a bid bond payable to Owner for 5% of the amount bid. Bidder acknowledges receipt of
the following addenda: # 1, Addendum #2

Bidder agrees to perform all the work described in the contract documents for the following unit
prices or lump sum.

Respectfully submitted,

2017 FORCE MAIN LINE RELOCATION PROJECT
City of Durant

Quantities shown are approximate and may vary due to actually installed and measured. Unit bid costs to be complete-in-place for each item including labor, materials, equipment, tools and incidentals necessary for a complete functional installation. Contractor shall submit a unit price for EACH item listed.

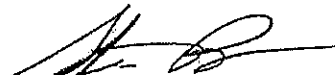
Numerical value and written words **MUST** be filled out.

BID PROPOSAL					
BASE BID					
No.	Item	Quantity	Unit	Unit Price	Total Cost
1	Mobilization	1	LS	\$ 3500.00	\$ 3500.00
2	Construction Staking	1	LS	\$ 2500.00	\$ 2500.00
3	Temp. Silt Fence	3745	LF	\$ 2.75	\$ 10,298.75
4	Clearing & Restoring of Right of Way	3745	LF	\$ 5.00	\$ 18,725.00
5	24-Inch DI RJ 45° Bends	10	EA	\$ 1800.00	\$ 18,000.00
6	24-Inch PVC AWWA C905 DR21	3745	LF	\$ 110.00	\$ 411,950.00
7	36-Inch Welded Steel Casing Installed by Jack and Bore	103	LF	\$ 480.00	\$ 49,440.00
8	2-Inch Comb. Air Release Valve & Vault	1	EA	\$ 6000.00	\$ 6,000.00
9	Remove & Replace Gravel Drive, Installed	75	SY	\$ 40.00	\$ 3,000.00
10	Environmental Protection & Site Management	1	LS	\$ 1000.00	\$ 1000.00
11	Bypass Line, Line Stop, & Bypass Pump	1	LS	\$ 70,000.00	\$ 70,000.00
12	Connect to existing Force Main, Include required pipe and Bell RJ's, and mechanical plug to abandon line.	4	EA	\$ 3,000.00	\$ 12,000.00
13	Remove and replace Concrete Pavement (Drive)	21	SY	\$ 80.00	\$ 1680.00
	Total Base Bid				\$ 608093.75

IMPORTANT:

Write in words Total Base Bid (Words take precedent over numerical value above):

Six hundred eight thousand ninety three dollars and 75/100


Signature

STEVE BRAN CONST
Firm Name

PRESIDENT
Title

2014 VETERANS BLVD
Address ARMORE

73-1499089
Employer I.D. No.

steve@sbbranconstruction.com
Email Address

[(SEAL) if bid is by a corporation]

580-226-0657 580-224-0658
Telephone/Fax No.

ATTEST:


Secretary/Witness

9/5/2017
Date

MID-CONTINENT CASUALTY COMPANY

P. O. Box 1409
TULSA, OKLAHOMA 74101

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That We, STEVE BEAN CONSTRUCTION, INC

as Principal, and MID-CONTINENT CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Ohio, and authorized to do business in the State of OKLAHOMA as Surety, are held and firmly bound unto the CITY OF DURANT

_____ as Oblige, in the amount of 5% OF BID AMOUNT DOLLARS lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Oblige shall make an award to the Principal for:

2017 FORCE MAIN LINE RELOCATION PROJECT FOR CITY OF DURANT

_____ according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Oblige in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with MID-CONTINENT CASUALTY COMPANY as Surety or with other Surety or Sureties approved by the Oblige; or if the Principal shall, in case of failure so to do, pay to the Oblige the damages which the Oblige may suffer by reason of such failure not exceeding the penalty of this bond then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

Signed, Sealed and Dated this 5TH day of OCTOBER, 2017.

Melinda Smith
MELINDA SMITH Witness

STEVE BEAN CONSTRUCTION, INC
By [Signature] Principal (Seal)
STEVE BEAN

MID-CONTINENT CASUALTY COMPANY

By [Signature] (Seal)
JASE RIGGS Attorney-in-fact

MID-CONTINENT CASUALTY COMPANY

1437 SOUTH BOULDER, SUITE 200 · TULSA, OKLAHOMA 74119 · 918-587-7221 · FAX 918-588-1253

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the MID-CONTINENT CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof. Melinda Faulkner, Everett J. Watkins, Everett L. Watkins and Lynn Watkins, all of ARDMORE, OK

IN WITNESS WHEREOF, the MID-CONTINENT CASUALTY COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 29 day of September, 2016



ATTEST:

SHARON HACKL

Secretary

MID-CONTINENT CASUALTY COMPANY

TODD BAZATA

VICE PRESIDENT

On this 29 day of September, 2016 before me personally appeared TODD BAZATA, to me known, being duly sworn, deposes and says that s/he resides in Broken Arrow, Oklahoma, that s/he is a Vice President of Mid-Continent Casualty Company, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA }
COUNTY OF TULSA }

SS



Commission # 11008253

My Commission Expires: 09-08-19

JULIE CALLAHAN

Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Mid-Continent Casualty Company by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, SHARON HACKL, Secretary of Mid-Continent Casualty Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this 5th day of October, 2017



SHARON HACKL

Secretary

VOID IF BOX IS EMPTY

STATEMENT OF BIDDER'S QUALIFICATIONS

1. Firm Background

- a. Date Firm was organized 1980
b. State of incorporation 1996
c. Officers and Key Personnel for this Project:

- | | <u>Name</u> | <u>Date of Position</u> |
|-----|----------------------------------|-------------------------|
| (1) | President <u>STEVE BEAN</u> | <u>1996</u> |
| (2) | Vice-President <u>STEVE BEAN</u> | |
| (3) | Secretary _____ | |
| (4) | Treasurer _____ | |

- | | <u>Years of Project
Related Experience</u> |
|-----|--|
| (5) | Project Manager _____ |
| (6) | Crew Leader(s) <u>JOSE RAOGEL</u> |
| (7) | Jobsite Superintendent <u>STEVE BEAN</u> |

d. How long at present address? 16 YRS.

e. Former address and date (if applicable)

f. Has your firm operated under another name? NO
If yes, list former name, address and dates _____

g. Has your firm, or former firm, ever failed to complete any work awarded to you? NO
If yes, list name of project, owner, date and reason for not completing the work.

h. Have any of the officers listed in "c" ever been an owner, officer, or partner in another organization that failed to complete a construction contract?

NO

If yes, list name of project, owner, date and reason for not completing the contract.

(5) Name and address of firm preparing financial statement and date thereof:

NA

(6) Is this financial statement for the identical organization that submitted the bid? NA

If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsubsidiary).

NA

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish information requested by the Owner or Engineer in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this 5th day of OCTOBER, 2017.

(Name of Bidder)

By: [Signature]

Title: PRESIDENT

State of OKLA)

)ss.

County of CARTER)

STEVE BEAN, being duly sworn, deposes and says that he is PRESIDENT of STEVE BEAN COMPANY and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 5th day of Oct, 2017.

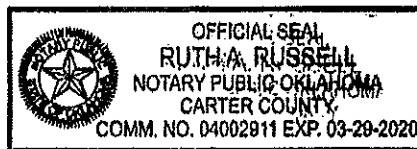
Ruth A Russell
Public Notary

My Commission Expires:

3/29/2020

Commission Number:

0400911



BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF OKLAHOMA)
)
COUNTY OF CARTER) SS.

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

NONE

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

NONE

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

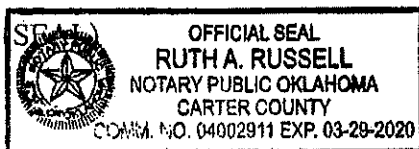
NONE

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

[Signature]
Affiant

Subscribed and sworn to before me this 5th day of Oct 2017.

My Commission Number 04002911 My Commission expires 3/29/2020



[Signature]
Notary Public

NOTE: This form is to be submitted with the bid.

NON-COLLUSION AFFIDAVIT

STATE OF OKLAHOMA)

COUNTY OF)

CARTER)

SS.

STEVE BEAN

, of lawful age, being first duly sworn upon oath, states that (s)he is the agent authorized by the Bidder to submit the attached bid.

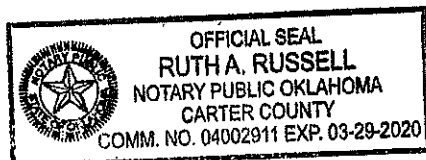
Affiant further states that the Bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or with any State official or employee as to quantity, quality or price in the prospective contract or any other terms of said prospective contract or in any discussion between bidders and any State official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

[Signature]
Affiant

Subscribed and sworn to before me this 5th day of Oct, 2017.

My Commission Number is 04002911. My Commission expires 3/29/2020

(SEAL)



[Signature]
Notary Public

NOTE: This form is to be submitted with the bid.

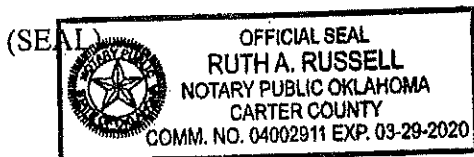
PAYROLL AFFIDAVIT

STATE OF OKLAHOMA)
COUNTY OF CARTER) SS.

STEVE BEAN, of lawful age, being first duly sworn upon oath, states that (s)he is the agent authorized by the Bidder to submit the attached bid. Affiant further states that (s)he has submitted the required payroll information to the Wage and Hour Division of the Employment Standards Administration of the United States Department of Labor.

[Signature]
Affiant

Subscribed and sworn to before me this 5th day of OCTOBER, 2017.
My Commission Number is 04002911. My Commission expires 3/29/2020



[Signature]
Notary Public

NOTE: This form is to be submitted with the bid.

CONTRACT
C - 2017 - 67

This contract, made and entered into by and between STEVE BEAN CONSTRUCTION COMPANY, as Party of the First Part, hereinafter designated as Contractor, and CITY OF DURANT PUBLIC UTILITIES AUTHORITY, as Party of the Second Part, hereinafter designated as the Owner, to-wit:

WHEREAS, the Contractor is the lowest and the best bidder for:

2017 Force Main Line Relocation Project

for the total bid price, as accepted, of Six Hundred Eight Thousand Ninety Three AND 75/100 Dollars, (\$ 608,093.75);

NOW, THEREFORE, the Contractor, for the consideration herein named, hereby agrees to do and complete the work above mentioned in accordance with the plans adopted and approved by the Owner and on file in the office of the DURANT CITY CLERK, which plans and specifications are made a part of this contract by reference as if attached hereto or written in detail herein.

It is further agreed that the Contractor will commence said work within 10 days from the date of the Work Order and perform same vigorously and continuously and complete the same within 75 calendar days.

It is further agreed that payment for the aforesaid work or material will be made under the terms of the Contractor's bid, as accepted, as provided in the specifications and that, upon final completion of this contract work, the Contractor will receive the full compensation payment according to the schedule of prices as contained in this bid, as accepted, and that, upon receipt by the Contractor of final claim, the same shall be paid in full for all claims of every kind and description the Contractor may have arising out of this contract.

The Notice to Bidders, the Instructions to Bidders, the Special and General Provisions of specifications and the Contractor's Bid Proposal, each of said instruments on file in the office of the DURANT CITY CLERK, are hereby referred to and, by reference thereto, are made a part of this contract as if fully written in detail or attached hereto.

IN WITNESS WHEREOF, the Parties of the First and Second Parts have hereunto set their hands and seals the _____ day of _____, 2017.

SEAL

-

ATTEST:

By: _____

Name & Title

Steve Bean Construction

Contractor

By: _____

Name & Title

SEAL

ATTEST:

By: _____

Name & Title

City of Durant Public Utilities
Authority

By: _____

Name & Title

PERFORMANCE BOND

_____, as Principal,
and _____, a
corporation organized under the laws of the State of _____, as
surety, are held and firmly bound unto _____
_____, in the penal sum of _____
_____ Dollars (\$_____), in lawful money of the
United States of America, for the payment of which, well and truly to be made, we bind
ourselves and each of us, our heirs, executors, administrators, trustees, successors and
assigns, jointly and severally, firmly by these presents.

The condition of this obligation of contract such that, whereas said Principal
entered in a _____
_____, _____,
for _____,
all in compliance with the plans and specifications therefore, made a part of said
contract and on file in the office of _____

(Name and Address of Agency)

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly and faithfully
perform and abide by said contract and each and every covenant, condition and part
thereof and shall fulfill all obligations resting upon said Principal by the terms of said
contract and said specifications and if said Principal shall protect and save harmless
said _____ from any pecuniary loss
resulting from the breach of any of the items, covenants and conditions of said contract
resting upon said Principal, then this obligation shall be null and void, otherwise to be
and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said contract and no deviations from the plan or mode of [procedures herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly-authorized officers and said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its Attorney-In-Fact, duly authorized to do so, the day and year set forth below.

Dated this _____, day of _____, _____.

PRINCIPAL:

By: _____

ATTEST:

SURETY:

By: _____
Attorney-In-Fact

STATUTORY BOND

No. _____

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

Dated this _____ day of _____, 2017.

WHEREAS, the said _____
did on _____ enter into a certain contract with

for the construction of _____;

AND WHEREAS, this _____ in compliance with
Oklahoma Statutes Annotated, 194, Title 61, Sections 1 and 2, as amended;

NOW, THEREFORE, the condition of the above obligation is such that, if the Principal
shall pay all indebtedness incurred for labor, materials or rental of machinery or equipment
furnished in the construction of said public building or in making said public improvements, then
this obligation shall be void, otherwise to remain in full force and effect.

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

By: _____
Bonding Company

ATTEST (If by corporation)

By: _____
Attorney

MAINTENANCE BOND

(Defect Bond)

_____, as Principal, and
_____, a corporation organized under the laws of the State
of _____ and authorized to transact business in the State of Oklahoma,
as Surety, are held and firmly bound unto _____,

(City, Town or Trust Authority)

in the penal sum of _____ Dollars (\$_____) in lawful money of the United States of America, said sum being equal to one hundred percent (100%) of the contract price, for payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that, whereas said Principal entered into a written contract with _____ dated _____, 2017,

(City, Town or Trust)

for _____

_____,
all in compliance with the plans and specifications therefore, made a part of said contract and on file in the office of _____;

NOW, THEREFORE, if said Principal shall pay or cause to be paid to _____ all damage, loss and expense which may result by reason of
(City, Town or Trust Authority)
defective materials and/or workmanship in connection with said work occurring within a period of one (1) year from and after the acceptance of said project by _____,

City, Town or Trust Authority

then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties that no changes or alterations in said contract and no deviations from the plan or mode of procedures herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly-authorized officers and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its Attorney-In-Fact, duly authorized so to do, the day and year set forth below.

DATED this _____ day of _____, 2017.

PRINCIPAL:

By: _____

ATTEST:

SURETY:

By: _____

Attorney-In-Fact

**Insert Power
Of
Attorney
(To Be Inserted at Later Date)**

INSURANCE REQUIREMENTS

Name of Insured: _____

Description of Work: _____

Location of Work: _____

<u>Kind of Insurance</u>	<u>Minimum Coverage</u>	<u>Expected Dates Coverage Needed</u>	
		<u>Duration of Project</u>	
Workers' Compensation	Legal Amount	_____	_____
General Public Liability and Property Damage, Including Vehicle Coverage:			
Bodily Injury - Each Person	\$500,000	_____	_____
Bodily Injury - Each Accident	\$500,000	_____	_____
Property Damage - Each Person	\$200,000	_____	_____
Property Damage - Aggregate Limit	\$200,000	_____	_____
Builder's Risk (If Required)	Full Coverage	_____	_____

NOTE: This covers all motor-driven vehicles such as cars, trucks, graders, etc.

In the event of any material change or cancellation of said policies, the company will give fifteen (15) days' written notice to _____, Owner.

Statements such as "will endeavor" and "but failure to notify Owner shall impose no obligation or liability of any kind upon the company" shall not be allowed.

Coverage shall be indicated by checking all boxes applicable. Insurance shall cover any hazards involved with the planned construction. Special coverage for blasting operations shall be listed separately on the certificates.

The Owner shall be listed as the certificate holder.

NOTICE OF CONTRACT AWARD

A. Contractor Information:

To: Steve Bean Construction
Address: 2014 Veterans Blvd.
Ardmore, OK 73401

Contract No. N/A
Project Description: 2017 Force Main Line
Relocation Project

Phone: 580-226-0657

FEI #: 73-1499089

B. Acceptance of Bid:

The Owner has considered the bid submitted by you for the described work in response to the Advertisement for Bids dated September 6, 2017 and September 13, 2017 and in the Information for Bidders, and opened on October 5, 2017. You are hereby notified that your bid has been accepted for bid items in the amount of \$608,093.75. If you fail to execute said agreement and furnish applicable bonds and insurance within ten (10) days from the date of this notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your bid bond. The Owner will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this Notice of Award to the Owner. Dated this day of , 20 .

Owner: City of Durant Public Utilities Authority

By: 

Typed Name & Title:

C. Contractor Eligibility

Receipt of this Notice of Contract Award is hereby acknowledged by this day of , 20 , and I hereby certify that this firm does not appear on the List of Parties excluded from Federal Procurement and Non-Procurement Programs i.e., the list of Debarred Contractors.

By: Title: Date:

(<http://epls.arnet.gov>)

NOTICE TO PROCEED

Project Name: 2017 Force Main Line Relocation Project City of Durant

Project Location: Durant, OK Contract Number: N/A
Contract: _____ Amount of Contract: \$ 608,093.75 .
Contractor: Steve Bean Construction
2014 Veterans Blvd.
Ardmore, OK 73401

You are hereby notified to commence work on the above referenced contract on or before _____, and fully complete the work of said contract within 75 consecutive calendar days thereafter. Your completion date is therefore _____.

The contract provides for an assessment of the sum of \$250.00 as liquidated damages for each consecutive calendar day after the above-established contract completion date the work remains incomplete.

Dated this _____ day of _____, 2017.

By _____
Title _____

Acceptance of Notice to Proceed

Receipt of the foregoing Notice to Proceed is hereby acknowledged this _____ day of _____, 2017.

By _____
Title _____



Application For Payment
Change Order Summary

Contractor's Certification The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	By: _____ Date: _____
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The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of:	\$ _____	(Line 8 or other - attach explanation of the other amount)	_____	(Engineer)	_____	(Date)
is recommended by:						
Payment of:	\$ _____	(Line 8 or other - attach explanation of the other amount)	_____	(Owner)	_____	(Date)
is approved by:						
Approved by:				Funding Agency (if applicable)	_____	(Date)

CLAIM OR INVOICE AFFIDAVIT

STATE OF OKLAHOMA)
)
COUNTY OF _____) SS.

The undersigned _____, of lawful age,
being first duly sworn upon oath, states that this _____ is true and
correct. Affiant further states that the _____, as shown by this invoice or
claim, have been _____ in accordance with the plans, specifications, orders or
requests furnished to the Affiant. Affiant further states that (s)he has not paid, given or donated or agree
to pay, give or donate, either directly or indirectly, to any elected official, officer or employee of the
State of Oklahoma any money or any other thing of value to obtain payment or the award of this
contract.

Affiant

Subscribed and sworn to before me this _____ day of _____,
My Commission Number is _____. My Commission expires _____.

(SEAL)

Notary Public

ATTORNEY'S CERTIFICATE OF APPROVAL OF CONTRACT AND BONDS

I, the undersigned _____, the fully authorized and legal representative of, City of Durant, Bryan County, Oklahoma, do hereby certify as follows:

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

Dated the _____ day of _____, 2017.

Attorney

County, Oklahoma

RELEASE OF CLAIMANTS

Date: _____

Project: _____

Dear Sir:

I hereby acknowledge receipt of _____ dollars (\$_____) in full payment of the contract dated ____ for improvement work which I did for you and which is described in my contract.

I certify that I have been paid in full for all materials purchased and all labor employed in the performance of this contract and that there are no claims against me as an employer under this contract on account of injuries sustained by workmen employed by me thereunder. I hereby release you from any claims arising by virtue of this contract.

Sincerely,

Contractor

RELEASE OR WAIVER OF LIEN

_____, 2017

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

Whereas, the undersigned has entered into a contract with _____,
to furnish labor and/or materials for the project known as _____

Now therefore, know ye that the undersigned for and in consideration of the monies to be paid pursuant to the above contract, do hereby waive and release _____ (Owner) and _____ (Contractor), from any and all lien or claim or right of lien on said above described projects and premises.

(Company)

By: _____

Subscribed and sworn to before me this ____ day of _____, 2017.

Notary Public

My Commission expires:

CERTIFICATION OF TAX EXEMPT PUBLIC PROJECT

City of Durant/Utilities Authority hereby certifies that:

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

2017 Force Main Line Relocation Project. Accordingly, under the provisions of 68 O.S. §1356(1), the sale of tangible personal property or services necessary for carrying out such public contract to the contractor or any sub-contractor to such public contract are exempt from sales tax. Any contractor, or sub-contractor of such public contract shall certify, in writing, on the copy of the invoice or sales ticket to be retained by the vendor that the purchases are necessary for carrying out such public contract with the City of Durant.

City of Durant/Utilities Authority

(SEAL)

By _____
City Manager

GENERAL CONDITIONS

- | | |
|---|--|
| 1. Definitions | 17. Subsurface Conditions |
| 2. Additional Instructions &
Detail Drawings | 18. Suspension of Work,
Termination & Delay |
| 3. Scheduled, Reports and Records | 19. Payments to Contractor |
| 4. Drawings and Specifications | 20. Acceptance of Final
Payment as Release |
| 5. Shop Drawings | 21. Insurance |
| 6. Materials, Services & Facilities | 22. Contract Security |
| 7. Inspection & Testing | 23. Assignments |
| 8. Substitutions | 24. Indemnification |
| 9. Patents | 25. Separate Contracts |
| 10. Surveys, Permits, Regulations | 26. Subcontracting |
| 11. Protection of Work, Property,
Persons | 27. Engineer's Authority |
| 12. Supervision by Contractor | 28. Land and Rights-of-Way |
| 13. Changes in the Work | 29. Guaranty |
| 14. Changes in Contract Price | 30. Arbitration |
| 15. Time Completion & Liquidated Damages | 31. Taxes |
| 16. Correction of Work | |

1. **DEFINITIONS:** Wherever used in the contract documents, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:

- a. Addenda: Written or graphic instruments issued prior to the execution of the agreement which modify or interpret the contract documents, drawings and specifications by additions, deletions, clarifications or corrections.
- b. Bid: The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.
- c. Bidder: Any person, firm or corporation submitting a bid for the work.
- d. Bonds: Bid, performance, payment (statutory) and maintenance bonds and other instruments of security furnished by the Contractor and the Contractor's surety in accordance with the contract documents.
- e. Change Order: A written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the contract documents or authorizing an adjustment in the contract price or contract time.
- f. Contract Documents: The contract, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment (Statutory) Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications and Addenda.
- g. Contract Price: The total monies payable to the Contractor under the terms and conditions of the contract documents.

- h. Contract Time: The number of calendar days stated in the contract documents for the completion of the work.
- i. Contractor: The person, firm or corporation with whom the Owner has executed the agreement.
- j. Drawings: The parts of the contract documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the engineer.
- k. Engineer: The person, firm or corporation named as such in the contract documents.
- l. Field Order: A written order effecting a change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the engineer to the Contractor during construction.
- m. Notice to Proceed: Written communication issued by the Owner to the Contractor authorizing him/her to proceed with the work and establishing the date for commencement of the work.
- n. Notice of Award: The written notice by Owner to the apparent successful bidder stating that, upon compliance by the apparent successful bidder with the conditions enumerated therein within the time specified, Owner will sign and deliver the agreement.
- o. Owner: A public or quasi-public body or authority, corporation, association, partnership or individual for whom the work is to be performed.
- p. Project: The undertaking to be performed as provided in the contract documents.
- q. Resident Project Representative: The authorized representative of the Owner who is assigned to the project site or any part thereof.
- r. Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor which illustrate how specific portions of the work shall be fabricated or installed.
- s. Specifications: A part of the contract documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- t. Subcontractor: An individual, firm or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the work at the site.

- u. Substantial Completion: That date certified by the engineer when the construction of the project or a specified part thereof is sufficiently completed, in accordance with the contract documents, to allow the project or specified part to be utilized for the purposes for which it is intended.
- v. Supplemental General Conditions: Modifications to General Conditions required by a Federal agency for participation in the project and approved by the agency in writing prior to being included in the contract documents or such requirements that may be imposed by applicable State laws.
- w. Supplier: Any person or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.
- x. Work: All labor necessary to produce the construction required by the contract documents and all materials and equipment incorporated or to be incorporated in the project.
- y. Written Notice: Any notice in writing to any party to the agreement regarding any part of this agreement. Said written notice shall be considered delivered and the service thereof completed when posted by certified or registered mail to said party at their last given address or delivered in person to said party or their authorized representative at the project site.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:

- a. The Contractor may be furnished additional instructions and detail drawings by the engineer as necessary to carry out the work required by the contract documents.
- b. The additional drawings and instructions thus supplied will become a part of the contract documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS AND RECORDS:

- a. The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data, where applicable, as are required by the contract documents for the work to be performed.
- b. Prior to the first partial payment estimate, the Contractor shall submit construction progress schedules showing the order in which the Contractor proposes to carry on the work, including dates at which the various parts of the work will be started, estimated date of completion of each part and, as applicable:

- (1) The dates at which special detail drawings will be required; and
 - (2) Respective dates for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
- c. The Contractor shall also submit a schedule of payments the Contractor anticipates will be earned during the course of the work.

4. DRAWINGS AND SPECIFICATIONS:

- a. The drawings and specifications are tools to be used by the Contractor to enable the Contractor to furnish all labor, materials, tools, equipment and transportation necessary for the proper performance of the work in accordance with the contract documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the Owner.
- b. In case of conflict between the drawings and the specifications, the specifications shall govern. Figure dimensions and drawings shall govern over scale dimensions and detail drawings shall govern over general drawings.
- c. Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported, in writing, to the engineer, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

5. SHOP DRAWINGS:

- a. The Contractor shall provide shop drawings as may be necessary for the performance of the work as required by the contract documents. The engineer shall promptly review all shop drawings. The engineer's approval of any shop drawing shall not release the Contractor from responsibility for deviations from the contract documents. The approval of any shop drawing that substantially deviates from the requirement of the contract documents shall be evidenced by a change order.

- b. When submitted for the engineer's review, shop drawings shall bear the Contractor's certification that he has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the contract documents.

6. MATERIALS, SERVICES AND FACILITIES:

- a. It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the work within the specified time.
- b. Materials and equipment shall be so stored as to preserve their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located to facilitate prompt inspection.
- c. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- d. Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the engineer.
- e. Materials, supplies or equipment to be incorporated into the work shall be purchased by the Contractor or the subcontractor free and clear of chattel mortgages, conditional sales contracts or other agreements by which an interest is retained by the seller.

7. INSPECTION AND TESTING:

- a. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards as required and defined in the contract documents.
- b. The Owner shall provide all inspection and testing services not required by the contract documents.

- c. The Contractor shall provide, at the Contractor's expense, the testing and inspection services required by the contract documents.
- d. If the contract documents, laws, ordinance, rules, regulations or orders of any public authority having jurisdiction require any specific work to be inspected, tested or approved by someone other than the Contractor, the Contractor will give the engineer timely notice of readiness. The Contractor will then furnish the engineer the required certificates of inspection, testing or approval.
- e. Inspections, tests or approvals by the engineer or others shall not relieve the Contractor from the obligation to perform the work in accordance with the requirements of the contract documents.
- f. The engineer and the engineer's representatives will at all times have access to the work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and for any inspection or testing thereof.
- g. If any work is covered contrary to the written instructions of the engineer, it must, if requested by the engineer, be uncovered for the engineer's observation and the covering replaced at the Contractor's expense.
- h. If the engineer considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing, as the engineer may require, that portion of the work in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such work is defective, the Contractor will bear all expenses of such uncovering, exposing, observing, inspecting and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposing, observing, inspecting, testing and reconstruction and an appropriate change order shall be issued.

8. SUBSTITUTIONS: Whenever a material, article or piece of equipment is identified on the drawings or specifications by referenced to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article or piece of equipment of equal substance and function for those referred to in the contract documents by reference to brand name or catalog number and if, in the opinion of the engineer, such material, article or piece of equipment is of equal substances and function to that specified, the engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the contract price and the contract documents shall be appropriately modified by change order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.
9. The Contractor shall pay all applicable royalties and license fees and shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design or product of a particular manufacturer or manufacturers is specified; however, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless the Contractor promptly gives such information to the engineer.
10. SURVEYS, PERMITS, REGULATIONS:
 - a. The Owner shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the work, together with a suitable number of benchmarks adjacent to the work as shown in the contract documents. From the information provided by the Owner, unless otherwise specified in the contract documents, the Contractor shall develop and make all detail surveys needed for construction, such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.

- b. The Contractor shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.
- c. Permits and licenses of a temporary nature necessary for the performance of the work shall be secured and paid for by the Contractor unless otherwise stated in the Supplemental General Conditions. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance therewith, the Contractor shall promptly notify the engineer in writing and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY AND PERSONS:

- a. The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and program in connection with the work. The Contractor will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby and for the protection of all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- b. The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. The Contractor will notify owners of adjacent utilities when performance of the work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose

acts any of them may be liable, except damage or loss attributable to the fault of the contract documents or to the acts or omissions of the Owner or the engineer or anyone employed by either them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

- c. In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the engineer or Owner, shall act to prevent the threatened damage, injury or loss. The Contractor will give the engineer prompt written notice of any significant changes in the work or deviations from the contract documents caused thereby and a change order shall thereupon be issued covering the changes and deviations involved.

- 12. SUPERVISION BY CONTRACTOR: The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

- 13. CHANGES IN THE WORK:

- a. The Owner may, at any time, as the need arises, order changes within the scope of the work without invalidating the agreement. If such changes increase or decrease the amount due under the contract documents or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
- b. The engineer may also, at any time, by issuing a field order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the engineer unless the Contractor believes that such field order entitles the Contractor to a change in contract price or time, or both, in which event, the Contractor shall give the engineer written notice thereof within seven (7) days after the receipt of the ordered change. Thereafter,

the Contractor shall document the basis for the change in contract price or time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed change order or further instruction from the Owner.

14. CHANGES IN CONTRACT PRICE: The contract price may be changed only by a change order. The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in the order of precedence listed below:

- a. Unit prices previously approved;
- b. An agreed lump sum.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

- a. The date of beginning and the time for completion of the work are essential conditions of the contract documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- b. The Contractor will proceed with the work at such rate of progress as to ensue full completion within the contract time. It is expressly understood and agreed by and between the Contractor and the Owner that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- c. If the Contractor shall fail to complete the work within the contract time or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the bid for each calendar day the Contractor shall be in default after the time stipulated in the contract documents.
- d. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following and the Contractor has promptly given written notice of such delay to the Owner or engineer:
 - (1) Any preference, priority or allocation order duly issued by the Owner;
 - (2) Unforeseeable causes beyond the control and without the fault or negligence of the

Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, fires, flood, epidemics, quarantine, restrictions, strikes, freight embargoes and abnormal and unforeseeable weather; and

- (3) Any delays of subcontractors occasioned by any of the causes specified in paragraphs 15d(1) and 15d(2) of this article.

16. CORRECTION WORK:

- a. The Contractor shall promptly remove from the premises all work rejected by the engineer for failure to comply with the contract documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damages by such removal or replacement.
- b. All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the Owner may remove such work and store the materials at the expense of the Contractor.

17. SUBSURFACE CONDITIONS:

- a. The Contractor shall promptly, before such conditions are disturbed except in the event of an emergency, notify the Owner by written notice of:
 - (1) Subsurface or latent physical conditions at the site differing materially from those indicated in the contract documents; or
 - (2) Unknown physical conditions at the site of an unusual nature which differ materially from those ordinarily encountered and generally recognized as inherent in the work the character provided for in the contract documents.
- b. The Owner shall promptly investigate the conditions and, if it is found that such conditions do so materially differ and cause an increase or decrease, an adjustment shall be made and the contract documents shall be modified by a change order. Any claim of the

Contractor for adjustment hereunder shall not be allowed unless the required written notice has been given and provided that the Owner may, if the Owner determines the facts so justify, consider and adjust any claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION AND DELAY:

- a. The Owner may suspend the work or any portion thereof for a period of not more than ninety (90) days or until such further time as agreed upon by the Contractor in a written notice to the Contractor and the engineer fixing the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, for any costs and/or delays incurred which are directly attributable to any suspension.
- b. If any of the following conditions occur:
 - (1) The Contractor is adjudged bankrupt or insolvent or makes a general assignment for the benefit of its creditors;
 - (2) A trustee or receiver is appointed for the Contractor or for any of its property;
 - (3) Contractor files a petition to take advantage of any debtor's act or to reorganize under bankruptcy of applicable laws;
 - (4) The Contractor repeatedly fails to supply sufficiently skilled workmen or suitable materials or equipment;
 - (5) The Contractor repeatedly fails to make prompt payments to subcontractors or for labor, materials or equipment;
 - (6) The Contractor disregards laws, ordinance, rules, regulations or orders of any public body having jurisdiction over the work;
 - (7) The Contractor disregards the authority of the engineer or otherwise violates any provision of the contract documents;

then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and its surety a minimum of ten (10) days from delivery of

a written notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and finish the work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the engineer and incorporated in a change order.

- c. Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter occur. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the contract documents.
- d. After ten (10) days from the deliver of a written notice to the Contractor and the engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus a reasonable profit.
- e. If, through no act or fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority or the engineer fails to act on any request for payment within thirty (30) days after it is submitted or the Owner fails to pay the Contractor substantially the sum approved by the engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a written notice to the Owner and the engineer, terminate the contract and recover from the Owner payment for all work executed and all expenses sustained. In addition to and in lieu of terminating the contract, if the engineer has failed to act on a request for payment or if the Owner has failed to make payment as aforesaid, the Contractor may, upon ten (10) days written notice to the Owner and engineer, stop the work until paid all amounts then due, in

which event and upon resumption of the work, change orders shall be issued to adjust the contract price or extend the contract time, or both, to compensate for the costs and delays attributable to the stoppage of the work.

- f. If the performance of all or any portion of the work is suspended, delayed or interrupted as a result of a failure by the Owner or engineer to act within the time specified in the contract documents or if no time is specified, within a reasonable time, an adjustment in the contract price or an extension of the contract time, or both, shall be made by change order to compensate the Contractor for the costs and delays unnecessarily caused by the failure of the Owner or engineer.
19. PAYMENT TO CONTRACTOR:
- a. At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the engineer a partial payment estimate filled out and signed by the Contractor, covering the work performed during the period covered by the partial payment estimate and supported by such data as the engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by supporting data, satisfactory to the Owner, which will establish the Owner's title to the material and equipment and protect the Owner's interest therein, including applicable insurance. The engineer will, within ten (10) days after the receipt of each partial payment estimate, either indicate approval of payment in writing and present the partial payment estimate to the Owner or return the partial payment estimate to the Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within sixty (60) days of presentation of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate less the retainage. The retainage shall be an amount equal to 5% of said estimate until all work has been completed. Upon substantial completion of the work, any amount retained may be paid to the Contractor. When the work has been substantially completed except for work which cannot be completed because of weather conditions,

lack of materials or other reasons which, in the judgment of the Owner, are valid reasons for non-completion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed.

- b. The request for payment may also include an allowance for the cost of major materials and equipment suitably stored either at or near the site.
- c. Prior to substantial completion, the Owner, with the approval of the engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.
- d. The Owner shall have the right to enter the premises for the purpose of doing work not covered by the contract documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work or the restoration of any damaged work except such as may be caused by agents or employees of the Owner.
- e. Upon completion and acceptance of the work, the engineer shall issue a certificate attached to the final payment request that the work has been accepted under the conditions of the contract documents. The entire balance found to be due to the Contractor, including the retained percentages, except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the work.
- f. The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demand of subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts therefor, equipment, tools and supplies incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived. If the Contractor fails to do so, the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed in accordance with the terms of the

contract documents. In no event shall these provisions be construed to impose any obligations upon the Owner to either the Contractor, the Contractor's surety or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the contract documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

- g. If the Owner failed to make payment within sixty (60) days after approval by the engineer, in addition to other remedies available to the Contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.
20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE: Acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others, relating or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the contract documents or the performance of the payment bonds.
21. INSURANCE:
- a. The Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by the Contractor, any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
 - (1) Claims under Workers' Compensation, disability benefit and other similar employee benefit acts;
 - (2) Claims for damages because of bodily injury, occupational sickness or disease or death of employees;
 - (3) Claims for damages because of bodily injury, sickness or disease or death of any person other than employees;

- (4) Claims for damages covered by the usual personal injury liability coverage which are sustained by:
 - (a) Any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor; or
 - (b) Any other person;
 - (5) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- b. Certificates of insurance acceptable to Owner shall be filed with the Owner prior to commencement of work. These certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen-(15) days' prior written notice has been given to the Owner.
- c. The Contractor shall procure and maintain, at the Contractor's own expense, during the contract time, liability insurance as hereinafter specified:
- (1) Contractor's general public liability and property damage insurance, including vehicle coverage, issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property arising out of or in connection with any operations under the contract documents, whether such operations be by the Contractor or by any subcontractor employed by the Contractor. Insurance shall be written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident, and a limit of liability of not less than \$500,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,00 for all property damage sustained by any one person in any one accident and a limit of liability not less than \$200,000 aggregate for any such damage sustained by two or more persons in any one accident.
 - (2) The Contractor shall acquire and maintain, if applicable, fire and extended coverage insurance

upon the project to the full insurable value thereof for the benefit of the Owner, the Contractor and the subcontractors, as their interest may appear. This provision shall in no way release the Contractor or the Contractor's surety from obligations under the contract documents to fully complete the project.

- d. The Contractor shall procure and maintain, at the Contractor's own expense, during the contract time, in accordance with the provisions of the laws of the State in which the work is performed, Workers' Compensation insurance, including occupational disease provisions, for all of the Contractor's employees at the site of the project and, in case any work is sublet, the Contractor shall require such subcontractor similarly to provide Workers' Compensation insurance, including occupational disease provisions, for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate and suitable insurance for the protection of its employees not otherwise protected.
- e. The contractor shall secure, if applicable, "all risk" type Builder's risk insurance for work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall not be less than the contract price totaled in the bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the contract time and until the work is accepted by the Owner. The policy shall name as the insured the Contractor and the Owner.

22. CONTRACT SECURITY:

- a. The Contractor shall, within ten (10) days after the receipt of the Notice of Award, furnish the Owner with a performance bond and a payment (statutory) bond in penal sums equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents and upon the prompt payment by the Contractor to all persons supplying labor and materials in the performance of the work required by the contract documents. Such

bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State in which the work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds", as published in Treasury Department Circular Number 570. The expense of these bonds shall be borne by the Contractor. If, at any time, a surety on any such bond is declared bankrupt or loses its right to do business in the State in which the work is to be performed or is removed from the list of Surety Companies Acceptable on Federal Bonds, Contractor shall, within ten (10) days after notice from the Owner, substitute another bond and surety, both of which must be acceptable to Owner. The premiums on such bond shall be paid by the Contractor. No further payment shall be deemed due nor made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

23. ASSIGNMENTS: Neither the Contractor nor the Owner shall sell, transfer, assign or otherwise dispose of the contract or any portion thereof or of any right, title or interest therein or any obligations thereunder without written consent of the other party.

24. INDEMNIFICATION:

- a. The Contractor will indemnify and hold harmless the Owner and the engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claims, damages, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom, which is caused in whole or in part by any negligent or willful act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- b. In any and all claims against the Owner or the engineer or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under the Workers'

Compensation Act, disability benefits acts or other employee benefits acts.

- c. The obligation of the Contractor under this paragraph shall not extend to the liability of the engineer, its agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

25. SEPARATE CONTRACTS:

- a. The Owner reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate the work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the engineer any defects in such work that render it unsuitable for such proper execution and results.
- b. The Owner may perform additional work related to the project or the Owner may let other contracts containing provisions similar to these. The Contractor will afford the other contractors who are parties to such contracts (or the Owner, if the Owner is performing the additional work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate the work with theirs.
- c. If the performance of additional work by other contractors or the Owner is not noted in the contract documents prior to the execution of the contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes the performance of such additional work by the Owner or other involves it in additional expense or entitles it to an extension of the contract time, the Contractor may make a claim therefor as provided in Sections 14 and 15.

26. SUBCONTRACTING:

- a. The Contractor may utilize the services of specialty subcontracts on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

- b. The Contractor shall not award work to subcontractor(s) in excess of fifty (50) percent of the contract price or in excess of fifty (50) percent of the labor and equipment required to install the project without prior written approval of the Owner.
- c. The Contractor shall be as fully responsible to the Owner for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as the Contractor is for the acts and omissions of persons directly employed by the Contractor.
- d. the Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power regarding termination of any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- e. Nothing contained in this contract shall create any contractual relationship between any subcontractor and the Owner.

27. ENGINEER'S AUTHORITY:

- a. The engineer shall act as the Owner's representative during the construction period, shall decide questions which may arise as to quality and acceptability of materials furnished and work performed and shall interpret the intent of the contract documents in a fair and unbiased manner. The engineer will make visits to the site and determine if the work is proceeding in accordance with the contract documents.
- b. The Contractor will be held strictly to the intent of the contract documents in regard to the quality of materials, workmanship and execution of the work. Inspections may be made at the factory or fabrication plant of the source of material supply.
- c. The engineer will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.
- d. The engineer shall promptly make decisions relative to interpretation of the contract documents.

28. LAND AND RIGHTS-OF-WAY:

- a. Prior to issuance of the Notice to Proceed, the Owner shall obtain all land and right-of-way necessary for the carrying out and completion of the work to be performed pursuant to the contract documents, unless otherwise mutually agreed.
 - b. The Owner shall provide the Contractor with information that delineates and describes the lands owned and right-of-way acquired.
 - c. The Contractor shall provide, at its own expense and without liability to the Owner, any additional land and access thereto that the Contractor may desire for temporary construction facilities or for storage of materials.
29. GUARANTEE: The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of substantial completion. The Contractor warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event the Contractor should fail to make such corrections, the Owner may do so and charge the Contractor the costs thereby incurred. The performance bond shall remain in full force and effect throughout the guarantee period.
30. ARBITRATION BY MUTUAL AGREEMENT:
- a. All claims, disputes and other matters in question arising out of or relating to the contract documents or the breach thereof, except for claims which have been waived by making an acceptance of final payment as provided in Section 20, may be decided by arbitration if the parties mutually agree. Any agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final and judgment may be rendered upon it in any court having jurisdiction thereof.
 - b. Notice of the request for arbitration shall be filed in writing with the other party to the contract documents and a copy shall be filed with the engineer. Request for arbitration shall in no event be made on

any claim, dispute or other matter in question that would be barred by the applicable statute of limitations.

- c. The Contractor will carry on the work and maintain the progress schedule during any arbitration proceedings unless otherwise mutually agreed in writing.

- 31. TAXES: The Contractor will pay all sales, consumer, use and other similar taxes required by the laws of the place where the work is performed, unless the Owner can convey tax exempt status to the Contractor as Owners Agent.

SUPPLEMENTAL GENERAL CONDITIONS

The provisions of the Supplemental General Conditions as described herein change, amend or supplement the General Conditions and shall supersede any conflicting provisions of this contract. All provisions of the General Conditions which are not changed, amended or supplemented remain in force.

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| 1. Contract Approval | 12. State Energy Policy |
| 2. Contract Change Orders | 13. Equal Opportunity |
| 3. Partial Payment Estimates | 14. Non-Resident Contractor
Registration |
| 4. Conflict of Interest | 15. Payment for Materials
Stored on Site |
| 5. Protection of Lives & Property | 16. Change order Approval |
| 6. Remedies | 17. Final Inspection |
| 7. Gratuities | 18. Partial Occupancy & Use |
| 8. Audit & Access to Records | 19. Permits Requiring Time
Schedule |
| 9. Small Minority & Women's Businesses | 20. Clean Up Release |
| 10. Anti-Kickback | |
| 11. Violating Facilities | |

1. CONTRACT APPROVAL:

- a. The Owner and the Contractor will furnish the Owner's attorney such evidence as is required to enable the Owner's attorney to complete and execute "Certificate of Owner's Attorney" (Section 14).

2. CONTRACT CHANGE ORDERS:

- a. All changes affecting the project's construction cost or modifications of the terms or conditions of the contract must be authorized by means of a written contract change order that is mutually agreed to by the Owner and the Contractor. The contract change order will include extra work, work for which quantities have been altered from those shown on the bidding schedule and decreases or increases in the quantities of installed units which are different than those shown in the bidding schedule because of final measurements. All changes must be recorded on a contract change order before they can be included in a partial payment estimate.
- b. A "Contract Change Order" shall be used to record contract changes.
- c. When the contract sum is in whole or in part based on unit prices, the Owner reserves the right to increase or decrease a unit price quantity as may be deemed reasonable or necessary in order to complete the work.

3. PARTIAL PAYMENT ESTIMATES:

- a. "Partial Payment Estimates" shall be used when estimating periodic payments due the Contractor.
 - b. The Owner may, after consultation with the architect/engineer, withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any approved partial payment estimate to such extent as may be necessary to protect the Owner from loss on account of:
 - (1) Defective work not remedied;
 - (2) Claims filed;
 - (3) Failure of Contractor to make payments properly to subcontractors or suppliers;
 - (4) A reasonable doubt that the work can be completed for the balance then unpaid;
 - (5) Damage to another contractor;
 - (6) Performance of work in violation of the terms of the contract documents.
 - c. Where work on unit price items is substantially complete but lacks testing, clean-up and/or corrections, amounts shall be deducted from unit prices in partial payment estimates to amply cover such testing, cleanup and/or corrections.
 - d. When the items in 3.b. and 3.c. are cured, payment shall be made for amounts withheld because of them.
 - e. Payments will not be made that would deplete the retainage or place in escrow any funds required for retainage or invest the retainage for the benefit of the contract.
4. CONFLICT OF INTEREST:
- a. Unacceptable Bidders:
 - (1) No engineer or architect (individual or firm, including persons they employ) who has prepared plans and specifications will be considered an acceptable bidder. Any firm or corporation in which such engineer or architect (including persons they employ) is an officer or an employee or holds or controls a substantial interest will not be considered an acceptable bidder.
 - (2) Contracts or purchases by the Contractor shall not be awarded or made to a supplier or manufacturer if the engineer or architect (firm or individual) who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer. Bids will not be awarded to firms or corporations owned or

controlled wholly or in part by a member of the governing body of the Owner or to an individual who is such a member.

- b. None of the Owner's officers, employees or agents shall engage in the award or administration of this contract if a conflict of interest, real or apparent would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family, his partner or an organization which employs him or is about to employ him, or any of the above, has a financial or other interest in the Contractor. None of the Owner's officers, employees or agents shall solicit or accept gratuities, favors or anything of monetary value from the Contractor or subcontractor.

5. PROTECTION OF LIVES AND PROPERTY:

- a. In order to protect the lives and health of its employees under the contract, the Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA) and any State safety and health agency requirements.
- b. The Contractor alone shall be responsible for the safety, efficiency and adequacy of its plant, appurtenances and methods and for any damage which may result from their failure or their improper construction, maintenance or operation.

6. REMEDIES: Unless otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to this contract or the breach thereof will be decided by arbitration, if the parties mutually agree, or in a court of competent jurisdiction with the State in which the Owner is located.

- a. The arbitration provisions of this section may be initiated by either party to this contract by filing with the other party and the engineer/architect a written request for arbitration.
- b. Each party to this contract will appoint one arbitrator and the two arbitrators will select the third arbitrator.
- c. The arbitrators will select a hearing location as close to the Owner's locale as possible.
- d. The procedure for conducting the hearing will follow the Construction Industry Arbitration Rules of the American Arbitration Association.

7. GRATUITIES:

- a. If the Owner finds, after a notice and hearing, that the Contractor or any of the Contractor's agents or representatives offered or gave gratuities (in the form of

entertainment, gifts or otherwise) to any official, employee or agent of the Owner in an attempt to secure this contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the Owner may, by written notice to the Contractor, terminate this contract. The Owner may also pursue other rights and remedies that the Law or this contract provides. However, the existence of the facts on which the Owner bases such findings shall be an issue and may be reviewed in proceedings under the remedies clause of this contract.

- b. In the event this contract is terminated as provided in paragraph 7.a., the Owner may pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, the Owner may pursue exemplary damages in an amount determined by the Owner, which shall be not less than three nor more than ten times the cost the Contractor incurs in providing any gratuities to any such officer or employee.
8. **AUDIT AND ACCESS TO RECORDS:** For all negotiated contracts except those of \$10,000 or less, HUD, the Comptroller General, the Owner or any of their duly-authorized representatives shall have access to any books, documents, papers and records of the Contractor which are pertinent to the contract for the purpose of making audits, examination, excerpts and transcriptions. The Contractor shall maintain all required records for three years after final payment is made and all other pending matters are closed.
9. **SMALL, MINORITY AND WOMEN'S BUSINESSES:** If the Contractor intends to let any subcontracts for a portion of the work, the Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction and services. Affirmative steps shall consist of:
- a. Including qualified small, minority and women's businesses on solicitation lists;
 - b. Assuring that small, minority and women's businesses on solicited whenever they are potential sources;
 - c. Dividing total requirements when economically feasible;
 - d. Establishing delivery schedules where the requirements of the work permit, which will encourage participation by small, minority and women's businesses.
 - e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce;

- f. Requiring each party to a subcontract to take the affirmative steps of this section; and
 - g. Contractors are encouraged to procure goods and services from labor surplus area firms.
10. ANTI-KICKBACK: The Contractor shall comply with the Copeland Anti-Kickback Act (18 USC §874) as supplemented in Department of Labor regulations 929 CFR 3). This Act provides that each Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public facilities to give up any part of the compensation to which they are otherwise entitled. The Owner shall report all suspected or reported violations to FmHA.
11. VIOLATING FACILITIES: Where this contract exceeds \$100,000, the Contractor shall comply with all applicable standards, orders or requirements issued under the Clean Water Act (33 USC §1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR 15), which prohibit the awarding of non-exempt Federal contracts, grants or loans to facilities included on the EPS's list of violating facilities. The Contractor will report violations to the EPA.
12. STATE ENERGY POLICY: The Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency contained in the State Energy Conservation Plan shall be utilized.
13. Not used
14. NON-RESIDENT CONTRACTOR REGISTRATION: Any non-resident Contractor doing business in the State of Oklahoma shall register with the Oklahoma Tax Commission, the Oklahoma Employment Security Commission, the State Industrial Court and the County Assessor of each county in which contract work will be performed. This must be done prior to commencing work under the contract.
15. PAYMENT FOR MATERIAL STORED ON SITE: The following items will be required if the Contractor requests payment for material stored on the site (see Paragraph 19.b. of the General Conditions):
- a. Invoices, approved and initialed by the consulting engineer and the Owner, showing the quantity, size, cost, etc., of the material;
 - b. Payment will be made only for material stored in a location approved by the Owner. The storage area must provide adequate protection from the elements and the material must be stored so it can be promptly inspected. Material strung throughout the job site will not be considered properly stored.
 - c. The five percent retainer that applies to material installed will also apply to materials stored on the site;

- d. When payment for material stored on the site is received, a paid invoice for that payment from the supplier must be submitted to the Owner prior to the payment of the next partial pay estimate.

16. CHANGE ORDER APPROVAL: All change orders must be approved by the Owner.
17. FINAL INSPECTION: A final inspection will be made by the Owner before final payment is made. Final payment will not be made until the Owner certifies in writing that the construction has been completed as planned. If the Oklahoma State Department of Health has issued a permit and approved the plans and specifications on this project, they must concur in the final inspection.
18. PARTIAL OCCUPANCY AND USE: The Owner, upon advance written notification to the Contractor, shall have the right to occupy and use any completed or partially-completed portions of the project, regardless of the percentage of completion of the entire project, when such occupancy and use is to the Owner's best interest. Such partial occupancy and use shall be upon the following terms:
 - a. The engineer shall make an inspection of the portion or portions of the project concerned and report to the Owner his findings as to the acceptability and completeness of the work. The engineer's report shall include a list of items to be completed or corrected before final payment.
 - b. The Owner, upon acceptance of the engineer's report, shall give written notice to the Contractor of the Owner's intent to occupy and use said portions of the project. The Owner's notice shall include a copy of the engineer's report, shall clearly identify the portions of the project to be occupied and used and shall establish the date of said occupancy and use.
 - c. From the date thus established, the Owner shall assume all responsibilities for operation, maintenance and the furnishing of water, gas and electrical power for the portions of the project thus occupied and used. The Owner shall have the right to exclude the Contractor from those portions of the project but shall provide the Contractor with reasonable access to complete or correct necessary items of work.
 - d. The guarantee required by the General Conditions shall not begin until completion and final acceptance of the entire project except as to items of equipment specified, such as instrumentation, electrical and mechanical equipment, which are thus used by the Owner. For said equipment, the warranty shall start from the date established in the written notice from the Owner.

- e. Occupancy or use of any space in the project shall not constitute acceptance of work not performed in accordance with the contract or relieve the Contractor of liability to perform any work required by the contract but not completed at the time of said occupancy and use.
 - f. The Contractor shall not be held responsible for fair wear and tear or damage resulting from said occupancy except to the extent such damage is covered by the warranty.
 - g. The partial occupancy and use of any portion or portions of the project by the Owner shall not constitute grounds for claims by the Contractor for release of any amounts retained from payments under the provisions of the contract. The retained amounts will not be due until completion of the entire project for final acceptance and final payment as set forth in the General Conditions.
19. PERMITS REQUIRING TIME SCHEDULE: The Contractor shall be responsible for contacting all Federal, State, County or railroad personnel required to be contacted and as set forth in any permits with respect to time schedule before commencing any work for which a permit is required.
20. CLEAN-UP RELEASE: The Contractor shall secure a cleanup release satisfactory to the Owner from any Federal, State, county or railroad agency after the work for which a permit has been obtained has been completed.

SPECIAL CONDITIONS OF THE CONSTRUCTION CONTRACT

GENERAL/SPECIAL/SUPPLEMENTAL CONDITIONS: The General Conditions & Supplemental General Conditions (previous sections) shall govern and control the work to which they apply; however, since these SPECIFICATIONS are of a general nature, they may refer to work not found in this project. In case of conflict between the General Conditions and these Special Conditions, the Special Conditions shall govern. In case of conflict between these Special Conditions and the Special Provisions, the Special Provisions shall govern.

SECTION 101 DEFINITIONS AND TERMS

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

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

A.A.S.H.O.	American Association of State Highway Officials
A.A.S.H.T.O.	American Association of State Highway Traffic Officials
A.I.A.	American Institute of Architects
A.S.A.	American Standards Association
A.S.C.E.	American Society of Civil Engineers
A.S.T.M.	American Society of Testing & Materials
A.W.W.A.	American Water Works Association
O.D.O.T.	Oklahoma Department of Transportation
O.W.R.B.	Oklahoma Water Resources Board
O.D.E.Q.	Oklahoma Department of Environmental Quality

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

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

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

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

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

101.07 - TOWN: a municipal corporation, acting through its duly authorized officers or agents.

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

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

101.10 - CHANNEL: A natural or artificial water course.

101.11 - MAYOR: The Mayor of the Town of _____ as constituted by charter to administer the affairs of the Town of _____.

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

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

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

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

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

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

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

101.17 - CONTRACTOR: The individual, company, partnership or corporation contracting with the OWNER for performance of prescribed work.

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

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

101.20 - DEPARTMENT: The Public Works or Utility Department of the OWNER.

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

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

101.23 - ENGINEER: Engineer of Record or its assignee, is the duly authorized representative. For the purpose of this contract, this refers to the Owner's representative.

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

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

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

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

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

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

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

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

101.32 - OWNER:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

101.49 - SUPERSTRUCTURE: The entire structure except the substructure.

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

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

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

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

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

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS

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

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

102.03 - ISSUANCE OF PROPOSALS: The Owner reserves the right to disqualify or refuse to issue a proposal if a bidder is in default for any of the following reasons:

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

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

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

102.06 - PREPARATION AND SUBMISSION OF PROPOSAL: (1) The bidder shall submit his proposal upon the forms furnished in the specification documents. The bidder shall specify a unit price in words and figures for each pay item for which a quantity is given and shall also show the products of the respective unit prices and quantities written in figures in the column provided for that purpose and the total amount of the proposal obtained by adding the amounts of the several items. All the words and figures shall be in ink or typed. In case of a discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.

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

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

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

SIGNATURE OF PROPOSAL

CONTRACTS

STATUTORY BOND

IF A CORPORATION:

Title of officer signing, Secretary's attest and Seal should be shown.

IF A COMPANY:

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

IF A PARTNERSHIP:

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

IF AN INDIVIDUAL:

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

SUBMISSION OF PROPOSAL:

Addressing: Bids must be submitted in sealed envelopes addressed to the OWNER, and are to be filed with said Authority Secretary. The outside of the envelope shall contain the words SEALED BID and the name of the project.

102.07 - REFECTION OF PROPOSALS: Proposals containing any omission, alterations of form, additions or conditions not called for, conditional or alternate bids unless called for, or if they contain a clause in which the bidder reserves proposals otherwise regular which are not accompanied by a Proposal Guaranty will be considered irregular and may be rejected. The

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Owner reserves the right to waive technicalities as to change, alterations, or reservations and make the award in the best interest of the Owner.

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

102.09 - WITHDRAWAL OF PROPOSALS: Permission will not be granted to withdraw or modify a bid after it has been filed. Request for non-consideration of bids must be made in writing, addressed to the Owner, and filed with the Town Clerk before the expiration of the time limit for opening bids. After other bids are opened and read, the bid for which withdrawal is requested will be returned unopened.

102.10 - PUBLIC OPENING OF PROPOSALS: Proposals will be publicly opened and read on the date and at the hour and place set in the Notice to Bidders.

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

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

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

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

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

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

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

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

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

102.13 - CONTRACTOR AND HIS EMPLOYEES: The General Contractor and subcontractors employed upon the work shall and will be required to conform to the labor laws of the State of Oklahoma and the various acts amendatory and supplementary thereto, and to all laws, ordinances, and legal requirements applicable thereto. The contractor shall employ competent foremen, experienced mechanics, and others skilled in the several parts of the work given them to do, for performance of the work embraced in this contract; and shall promptly discharge any and all incompetent or otherwise unsatisfactory employees. Contractor's employees directly employed in performance of the work shall not be paid less than the prevailing minimum wage scale.

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

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

It is agreed that employees engaged on the subject contract shall be paid not less than the prevailing rate of wages for work of a similar character and not less than the prevailing hourly rate of wages for legal holiday and overtime work, the said prevailing hourly rate of wages to be as set forth in the current wage determination of the Commissioner of Labor of the State of Oklahoma as applicable to the project location. The bidder by signing his proposal agrees to pay the wages set forth therein. In any case where approved wage scales are not identical, the higher wage scale shall govern.

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

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

The contractor further agrees that it (and contractor's subcontractors, if any) will not fail or refuse to hire or discharge any individual, or otherwise discriminate against any individual with respect to this compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, age or national origin, and further agrees that it will not (nor will its subcontractors, if any) limit segregate or classify its employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, age, physical handicap or national origin. Contractor further agrees with the Owner that this contract may be terminated by the Owner in the event there shall be a violation of any of the

provisions of this paragraph, upon notice in writing given, and all monies to become due pursuant to any other provisions of this contract from the date of termination shall thereafter be forfeited the contractor being entitled only to monies expended and services performed up to and including the date of termination.

SECTION 103 AWARD AND EXECUTION OF CONTRACT

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

103.02 - AWARD OF CONTRACT: Award of contract will be made by the Owner, upon the recommendation of the Engineer to the lowest responsible bidder meeting the requirements of the Oklahoma "Public Competitive Bidding Act". The award of contracts involving the expenditure of federal funds is contingent on concurrence of the federal agency or any other agency whose funds are being used. The award, if made, will be within thirty (30) calendar days after the opening of proposals.

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

103.04 - RETURN OF PROPOSAL GUARANTIES: The guaranty deposited with bids will be returned to the bidders as soon as the contract is awarded, except the guaranty of the successful bidder, which will be returned after the contract is executed and bonds approved.

103.05 - INSURANCE AND BONDS: The successful bidder will be required to carry such compensation and public liability insurance as may be required under the laws of the State of Oklahoma, and shall execute and furnish a statutory surety bond guaranteeing that the contractor shall pay all indebtedness incurred for materials and labor furnished in the performance of the contract in a sum equal to one hundred percent (100%) of the contract price. The successful bidder shall furnish a performance surety bond in the amount of one hundred percent (100%) of the contract guaranteeing the proper and prompt completion of the work in accordance with the provisions of the contract and the plans and specifications. The successful bidder shall also furnish a maintenance bond in the amount of one hundred percent (100%) of the contract, guaranteeing public improvement projects for one (1) year against defective workmanship and materials.

The contractor (and any subcontractors) shall carry and keep in force during this contract, policies of public liability insurance, including any contractual liability assumed under this contract, in the minimum amounts set forth below, and workmen's compensation and employer's liability insurance in the amounts required by law. The contractor shall also furnish an Owner's

Protective Policy in the same amounts with the Owner as the named insured, issued by the same insurance company as the issuer of Contractor's Liability Coverage.

Public Liability, other than automobile:

Personal Injury, each person	\$500,000.00
Personal Injury, each accident	\$1,000,000.00
Property Damage, each person	\$200,000.00
Property Damage, each occurrence	\$200,000.00

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

Personal Injury, each person	\$200,000.00
Personal Injury, each accident	\$1,000,000.00
Property Damage, each accident	\$200,000.00

The policy shall provide a clause stating that it will not be canceled by the insurer without the insurer first giving the Owner fifteen (15) days written notice of cancellation. The contractor shall furnish the Owner an original and duplicate certificate of insurance at the time contracts are prepared.

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

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

SECTION 104 SCOPE OF WORK

104.01 - INTENT OF CONTRACT: The intent of the contract is to provide for the construction and completion in every detail of the work described. The contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract. Scope of work consists of furnishing of all materials, equipment, tools, labor, transportation and services necessary to

complete the construction as outlined herein and indicated on drawings. The complete installation shall not lack any part which can be reasonably implied as necessary to its proper function nor any subsidiary item which is customarily furnished.

There will be a preconstruction conference at a time specified to the Contractor after Notice of Award.

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

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

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

104.04 - MAINTENANCE OF TRAFFIC: The project, while undergoing improvements, shall be kept open to all traffic by the contractor unless approved otherwise. Temporary traffic control devices shall be furnished and maintained by the contractor. Methods of traffic control shall be submitted by the Contractor for approval. Street cuts shall be in accordance with transportation authorities' requirements. All street, highway, driveway cuts shall be properly protected by barricades, flashing traffic warning lights, etc. and shall be repaired and made passable as soon as possible after construction. Contractor shall maintain street/highway, driveway cuts in a passable and safe condition until the final wearing surface is installed.

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

104.06 - SITE MAINTENANCE: The work site shall be kept free from construction debris. At the end of each work shift, the site shall be policed for objectionable debris, which could be deposited off site by wind or storm runoff. Other materials for use in the construction of the

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project shall be maintained in orderly storage and protected from elements, which could hinder incorporation into the work.

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

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

SECTION 105 CONTROL OF WORK

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

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

105.02 - PLANS AND WORKING DRAWINGS: The Owner shall furnish the Contractor with three (3) 11x17 sets of Plans and Specifications at no cost to the Contractor. If additional sets are required, the Contractor will be required to pay the Engineer Forty Dollars (\$40.00) for each additional set. Plans will show details of all structures, lines, grades, typical cross sections of the

roadway, location and design of all structures. The contractor shall keep one set of plans available on the work at all times. The plans will be supplemented by such working drawings as are necessary to adequately control the work. Working drawings for structures shall be furnished by the contractor and shall consist of such detailed plans as may be required to adequately control the work and are not included in the plans furnished by the Owner. They shall include stress sheets, shop drawings, erection plans, false-work plans, cofferdam plans, bending diagrams for reinforcing steel or any other supplementary plans or similar data required of the contractor. All work drawings must be approved by the Engineer and such approval shall not operate to relieve the contractor of any of his responsibility under the contract for the successful completion of the work. The contract price will include the cost of furnishing all working drawings.

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

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

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

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

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

The Contractor, without extra charge, shall make such slight alterations as may be necessary to make adjustable parts fit the fixed or existing features, leaving all complete and in proper form when complete. The Contractor shall verify all dimensions given in the drawings, and shall report any error or inconsistency to the Engineer before commencing work.

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

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

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

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

The contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and duplication or rearrangement work may be reduced to a minimum and that services rendered by those parties will not be unnecessarily interrupted. The revision and crossings of the various types of lines shall be made as follows:

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

B. All overhead and buried telephone and electrical conduits and gas mains to be revised or crossed by the construction of this project shall be protected in accordance with the directions of the utility company owning the conduits and/or mains. The contractor shall notify the companies and obtain their permission before making any crossing or revisions. In the event lines other than those shown on the drawing are encountered, and in the opinion of the Engineer revision of the line is necessary for the construction of the project, the contractor will be reimbursed for the extra cost of the crossing or revision provided the utility can't fix the problem

themselves. Any overhead cables, buried cables, conduits or gas mains shown on plans and damaged by the contractor shall be repaired, at his expense, to the satisfaction of the Engineer and of the utility.

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

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

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

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

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

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

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

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

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

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

Inspectors or technicians employed by the Department will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of the contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the contractor.

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

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

Any work done or materials used without inspection by the Owner's representative may be ordered removed and replaced at the contractor's expense. The Engineer must be notified within twenty-four (24) hours before placement of any concrete, asphalt, or pipe and an inspector must be present during these operations.

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

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

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

Upon failure on the part of the contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer will have the authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs from any monies due or to become due to the contractor.

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

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

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

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

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

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

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

SECTION 106 CONTROL OF MATERIAL

106.01 - SOURCE OF SUPPLY AND QUALITY REQUIREMENTS: The materials used on the work shall meet all quality requirements of the contract. In order to expedite the inspection and testing of materials, the contractor shall notify the Engineer of his proposed sources of materials prior to delivery. At the option of the Engineer, materials may be approved at the source of supply before delivery is started. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the contractor shall furnish materials from other sources.

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

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

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

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

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

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

D. Adequate safety measures shall be provided and maintained.

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

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

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.01 - LAWS TO BE OBSERVED: The contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner may affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the Owner and its representatives against any claim or liability arising

from or based on the violation of any such law, ordinance, regulations, order, or decree, whether by himself or his employees.

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

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

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

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

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

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

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

SECTION 108 PROSECUTION AND PROGRESS

108.01 - ASSIGNMENT AND SUBLETTING OF CONTRACT:

A. The contractor shall give his personal attention to the fulfillment of this contract, and shall not let, assign, or transfer it or his right, title, or interest in or to the same or any part thereof, by attorney or otherwise, or sublet any part of the work to any other person without the previous consent of the Owner in writing.

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

108.02 - TIME AND PROGRESS:

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

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

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

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

E. Should the contractor be delayed in the final completion of the work by any act or neglect of the Owner or Engineer, or of any employees of either, or by strikes, injunctions, fire, or other cause or causes outside of and beyond the control of the contractor and which, in the opinion of the Engineer, could have been neither anticipated nor avoided, then an extension of time sufficient to compensate for the delay, as determined by the Engineer, shall be granted by the Owner, provided, however, that the contractor shall give the Owner and the Engineer notice in writing of the cause of the delay in each case within ten (10) days after the delay.

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

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

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

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

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

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

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

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

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

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

108.04 - LIMITATION OF OPERATIONS: The contractor shall conduct the work at all times in such a manner and sequence to the satisfaction of the Engineer. He shall not open up work to the prejudice or detriment of work already started. The Engineer may require the contractor to

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finish a section on which work is in progress before work is started on any additional sections if the opening of such section is in the public interest or welfare.

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

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

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

SECTION 109 MEASUREMENT AND PAYMENT

109.01 - PAYMENT FOR CONTRACTOR'S PLANT AND MISCELLANEOUS ITEMS: For providing plant, tools, and equipment; for furnishing, erecting, maintaining and removing the

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construction plant, construction roads, camps, sanitary convenience, temporary water supply, dewatering and other temporary works; for furnishing insurance, bonds, drawings, records, payment of fees, defense of suits, and any all incidental requirements, whether or not they are enumerated in this paragraph, the contractor shall receive no direct payment. Compensation for them shall be considered as having been included in the prices stipulated for the bid items, the payment for which, calculated in the manner specified, shall constitute the total compensation due contractor for the performance of this contract.

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

109.03 - PAYMENTS: If the work is progressing in a satisfactory manner the Contractor shall prepare an estimate for partial payment, provided said payment is not less than \$1,000.00. An estimate for partial payment shall include items actually incorporated in the work. The Owner will retain five percent (5%) of the amount due for the duration of the project.

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

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

109.04 - EXTRA WORK:

A. When and as ordered in writing by the Engineer, the contractor shall do any work or furnish any materials which cannot reasonably be classified under any of the items of the contract but which may be found necessary in order to carry out and complete more fully the work herein agreed to be done and performed; and the contractor hereby agrees to accept, as full compensation for such extra work, lump sums or unit prices agreed upon in writing before said work is commenced.

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

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

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

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

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

judgements that might be rendered against the Owner in any suits and actions, together with such expenses or attorney's fees expended or incurred by the Owner in the defense thereof.

SPECIAL PROVISIONS

ARTICLE 1. PURPOSE

1.1 The purpose of these provisions is to provide for Water Treatment Plant Improvements Filter Media Replacement for City of Durant, Bryan County, Oklahoma. The CONTRACTOR is to provide all material and labor for construction and completion in every detail the work described.

ARTICLE 2. EXTRA WORK

1.1 The CONTRACTOR shall do any work or furnish any materials which cannot reasonably be classified under any of the items of the contract by which may be found necessary in order to carry out and complete more fully the work herein agreed to be done and performed, when and as ordered by the ENGINEER, following authorization by the OWNER in a formal, public meeting for the ENGINEER to issue such an order; and the CONTRACTOR hereby agrees to accept, as full compensation for such work, lump sum or unit prices agreed upon in writing before said work is commenced.

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

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

1.4 For the purpose of determining whether proposed extra work will be authorized or for determining the payment method for extra work, the CONTRACTOR shall submit to the ENGINEER, upon request, a detailed cost estimate for proposed extra work. The estimate shall show itemized quantities and charges for all elements of direct cost. Charges for the CONTRACTOR's and SUBCONTRACTOR's extra profit, extra general superintendent, extra field office expense, and extra overheads shall not be paid except as a percentage addition to the total estimated net cost. Unless otherwise agreed upon by the CONTRACTOR and the OWNER, such percentage additions shall be fifteen (15%) percent of the direct costs for the work performed by the CONTRACTOR's own forces or twenty (20%) percent of the direct costs for extra work performed by a SUBCONTRACTOR.

1.5 When payment for extra work is based on actual field cost, the CONTRACTOR will be paid for the actual field cost plus an allowance of fifteen (15%) percent if the extra work is performed by the CONTRACTOR's own forces or twenty (20%) percent if the extra work is

performed by the SUBCONTRACTOR. The allowance will be paid as full compensation for the CONTRACTOR's or SUBCONTRACTOR's extra profit, extra general superintendent, extra field office expense, extra overheads, and all other elements of extra cost not defined herein as actual field cost.

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

- (a) The actual payroll cost of all workers, such as laborers, mechanics craftsmen, and foremen.
- (b) The CONTRACTOR's or SUBCONTRACTOR's net cost for materials and supplies.
- (c) The actual net rental charge for vehicles and construction equipment not owned by the CONTRACTOR or SUBCONTRACTOR and not available from the equipment of CONTRACTOR or SUBCONTRACTOR; rental charges for Contractor-owned equipment shall be determined by 1.6.
- (d) The transportation charges for equipment.
- (e) The charges for extra power fuel, lubricants, water and special services.
- (f) The charges for extra payroll taxes, bond premiums and insurance premiums.

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

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

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

1.8 The CONTRACTOR shall file with the ENGINEER, certified lists in duplicate, of any equipment and the schedule of pay rates for common and semi-skilled labor and operators of various classes, which are intended to be used in performing the work covered by this Contract. These rates shall be subject to the approval of the ENGINEER. This information will be used by the ENGINEER for computation of Extra Work as mentioned above, however, if the CONTRACTOR fails to file these lists with the ENGINEER prior to starting any work covered

by Contract, then the ENGINEER's computation shall be based on average wages and rates paid on City work.

ARTICLE 3. CONTROL OF EQUIPMENT

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

ARTICLE 4. FIELD OFFICE

4.1 Field Office is not required on this project.

ARTICLE 5. PHOTOGRAPHS

5.1 Contractor shall document the condition of the project right of way and adjacent properties prior to commencement of construction. This documentation should consist of digital photographs and color video with date stamp. Contractor shall provide to Owner two copies of said documentation.

ARTICLE 6. ORDER OF WORK

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

ARTICLE 7. SPECIFICATIONS

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

ARTICLE 8. STORAGE AREAS

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

ARTICLE 9. SURVEYING

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

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

ARTICLE 10. MISCELLANEOUS

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

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

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

ARTICLE 11. MAINTENANCE AGREEMENT

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

SECTION 012001 MEASUREMENT AND PAYMENT

1.0 GENERAL

1.1 MEASUREMENT OF QUANTITIES

The determination of quantities of work acceptably completed under the terms of the contract or as directed by the Engineer, in writing, will be made by the Engineer, based on measurements taken by him or his assistants. The measurements will be taken according to United States Standard Measurements.

1.2 SCOPE OF PAYMENT

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

The payment of any current or partial estimate prior to final acceptance of the work by the Owner shall in no way constitute an acknowledgment of the acceptance of the work, nor in any way prejudice or affect the obligations of the Contractor to repair, correct, renew or replace at his expense any defects or imperfections in the construction of the work under this contract, and its appurtenances nor any damage to or attributable to such defects, which defects, imperfections, or damage shall have been discovered on or before the final inspection and acceptance of the work. The Engineer shall be the sole judge of such defects, imperfections, or damage and the Contractor shall be liable to the Owner for failure to correct the same as provided herein.

1.3 PAYMENTS WITHHELD

Should any defective work or materials be discovered or should a reasonable doubt arise as to the integrity of any part of the work completed prior to the final acceptance and payment, they will be deducted from the first estimate rendered after the discovery of such work an amount equal in value to defective or questioned work and this work will not be included in a subsequent estimate until the defects have been remedied or the cause for doubt removed.

1.4 ACCEPTANCE AND FINAL PAYMENT

Upon completion of any contract and before final acceptance, a final inspection must be made by Engineer to determine whether the work has been completed in accordance with the contract and specifications. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. When the work has been so completed and certified to the Owner, the work will be considered accepted and the final estimate shall be executed and submitted.

1.5 MEASUREMENT AND PAYMENT

1.5.1 Item 1 – Mobilization – This item includes mobilization, demobilization, bonds, and insurance. Mobilization shall be paid for on a lump sum basis in the following manner:

50% of the lump sum bid on first pay estimate after commencement of construction.
35% on pay estimate that indicates 50% completion of the work, not including allowances for stored materials.

15% on final pay estimate after completion and acceptance of project.

1.5.2 Item 2 – Construction Staking – This item includes providing a surveyor or competent personnel to provide detailed layout of Owner furnished easements and horizontal/vertical control of the construction. ODOT personnel will provide a one time right of way staking and vertical control benchmarks. Contractors personnel shall provide additional staking to insure that new construction is constructed to provide the required clearance and cover and within the Owner's easement.

1.5.3 Item 3 – Temporary Silt Fence – This item shall be paid for at the unit price bid for each linear foot of silt fence installed. Payment shall be full compensation for furnishing all materials, labor, & equipment to install, remove and maintain, silt removal, and incidentals to complete the work specified.

1.5.4 Item 4 – Clearing & Restoring of Right of Way – Payment for this item shall be paid at the unit price bid and measured per linear foot of right of way disturbed, measured along the centerline of the installed trenched pipeline. This item shall not be measured and paid for bored or directionally drilled pipeline. This item shall include clearing of trees, brush and other vegetation. This item shall include all labor, materials, equipment, personnel, and supplies necessary to clear and restore the construction limits; remove, reconstruct or replace all obstructions affected by the construction of the project, including but not limited to fences, retaining walls, patios, signs, mailboxes, landscaping, sidewalks, driveways, parking lots, curbs/gutters, shrubs, brush, trees, etc. This item shall also include removal and replacement and restoration of riprap erosion protection at drainage structures. All obstructions to be replaced or reconstructed shall be restored to substantially the same condition as existed prior to the construction or better. Additional payment shall be made for pavement removal and replacement ONLY if it is listed separately in the Bid Schedule. No additional payment shall be made for alterations of utility

mains, service lines or appurtenances unless specifically provided for elsewhere in the Contract Documents and Bid Schedule. This item shall be paid upon completion and acceptance of the right of way restoration. Any pavement replacement shall be in accordance with the Standard Details.

- 1.5.5 Item 5 – 24" 45° Ductile Iron Pipe Fittings, M.J. R.J., Installed** - Item shall be paid for at the unit price bid for each fitting of the type & size specified. Price bid shall include all costs for furnishing and installing fittings in accordance with the Contract Documents, manufacturer's recommendations and/or standard of practice. All fitting shall be ductile iron & poly wrapped unless noted otherwise. Fittings shall be mechanical joint utilizing restrained fittings unless noted otherwise. No additional payment shall be made for excavation, backfilling, compaction, testing, joint restraints & concrete blocking. Fittings in addition to those indicated in the contract documents shall only be installed after approval from the Owner/Engineer. Contractor shall utilize deflection of pipe joints, and minimize use of fittings where possible.

- 1.5.6 Item 6 - 24" Force Main Line, PVC AWWA C905 DR21** – Measurement for this item shall be made per linear foot of pipe furnished and installed of the size & type specified in the Bid Schedule or shown on the Drawings and placed as shown on the Drawings or approved by the Owner. This item is an estimated quantity to be determined in the field as approved by the Owner. Measurement dependent upon the final approved and installed measurement for the type of water lines. Item shall be measured as the horizontal length installed. No measurement for vertical piping shall be made.

Trenching, Backfilling and Compaction. No separate measurement will be made for trenching, backfilling and compacting for pressure pipe unless stated specifically in the Bid Schedule. Cost to be included in the cost bid for pipe installation. Standard Bedding Material will not be measured separately unless specified in the Bid Schedule.

Price bid shall include costs for shoring, supporting, repairing, or replacing utilities; protection of, repair or replacement of adjacent structures, dewatering, 12GA copper tracer wire, tracer wire connectors, detectable marking tape, bedding, backfill, disposal of excess soil/debris and other incidentals necessary for a complete installation. Price bid shall also include any costs associated with verifying the horizontal & vertical location, type, and size of existing utilities in advance of the construction.

The unit price bid shall be payment for all excavation, supporting, repairing, or replacing utilities; protection of, repair or replacement of adjacent structures; materials to include, pipe, testing and all other labor, materials, or equipment necessary to provide a completed installation.

- 1.5.7 Items 7 – 36" Welded Steel Casing by Jack and Bore** – This item shall be paid

for at the unit price per linear foot of horizontal bore & steel casing, with carrier pipe installed.

Price bid shall include costs for shoring, dewatering, bedding, backfill and other incidentals necessary for a complete installation. Price bid shall also include any costs associated with verifying the horizontal & vertical location, type, and size of existing utilities in advance of the construction. The unit price bid shall be payment for all the casing, entry and exit pits, jacking equipment, dewatering, backfill, compaction, all incidental labor excavation, supporting, repairing, or replacing utilities; protection of repair or replacement of adjacent structures; materials to include, casing pipe, vent pipe, casing seals, spacers, paint and all other labor, materials, or equipment necessary to provide a completed installation.

1.5.8 Items 8 - 2-Inch Comb. Air Release Valve & Vault – Item shall be paid for at the unit price bid for each valve of the type & size specified or indicated in the contract documents. No additional payment shall be made for excavation, backfilling, dewatering compaction or concrete blocking. Contractor shall provide air release valve, vault box, valve stem extensions, tracer wire, lid, concrete blocking, joint restraints, and bedding as required to provide a complete installation.

1.5.9 Item 9 - Remove & Replace Gravel Surfacing(Driveway) – Payment for surfacing, removal and replacement shall be at the unit price bid per square yard of surfacing and such payment shall be compensation in full for furnishing all materials, labor, equipment, tools and incidentals, and performing the work in accordance with the specifications.

The quantities shown on the Drawings are estimated quantities. The Pay Quantity will be based on actual length of surfacing disturbed, measured along centerline of pipe, multiplied by standard trench width for size of pipe specified plus 24”(refer to patching detail). Price bid shall include all labor, materials, equipment and incidentals required to remove and replace surfacing. No payment will be made for disposal of surfacing, temporary surfaces, excavation, preparation of subgrade, compaction backfill.

1.5.10 Item 10 – Environmental Protection & Site Management – Payment for this item shall include costs associated with maintenance & management of materials to mitigate siltation, and maintain a clean work zone both during and after work hours. Price bid shall include costs for labor, materials and equipment for erosion protection of spoil piles, cleaning of existing street to minimize tracking of silt/debris, installing silt barriers/bags at inlets in advance of rain events to prevent pollution, installing/maintaining silt dikes or silt fences to prevent off site silt transportation or contamination of streams. Contractor shall be responsible for preparing Stormwater Pollution Prevention Plans and submitting Stormwater Notice of Intent and Notice of Termination when required to comply with ODEQ stormwater requirements.

This item shall be paid for on a lump sum basis in the following manner:

MEASUREMENT AND PAYMENT

012001-4

15% on first pay estimate after construction commences.

35% on pay estimate that shows 50% completion of the work, not including allowances for stored materials.

25% on pay estimate that indicates 75% completion of the work, not including allowances for stored materials.

25% on final pay estimate.

1.5.11 Item 11 – Bypass Line, Line Stop, & Bypass Pump – The item shall be paid for in lump sum to drain approximately 500,000 gallons of liquid from existing line to make cut and connection to main within specified shutdown time on plans or by owner and directed and approved by the Engineer. Price bid shall include all services, bypass line and fittings, bypass blocking or thrust restraints, labor, generators, pumps, pumper trucks, valves, and taps to drain and/or dispose liquids from the existing force main. No separate measurement will be made for the trenching, right of way restoration, tracer wire, backfilling, excavation/compaction, cutting, temporary traffic control or plugging of existing lines, or fittings necessary to make connection

1.5.12 Item 12 – Connect to existing Force Main, include required pipe and bell RJ's as necessary and Mechanical Plug to abandon line – The item shall be paid for at the unit bid price to provide bell joint restraints at connection and mechanical plug and abandoning line as directed and approved by the Engineer. Price bid shall include furnishing and installation of all mechanically restrained joints, and incidentals necessary. All fitting shall be ductile iron & poly wrapped unless noted otherwise. Fittings shall be mechanical joint utilizing restrained fittings unless noted otherwise. No additional payment shall be made for excavation, backfilling, compaction, testing, joint restraints & concrete blocking. No separate measurement will be made for the trenching, right of way restoration, tracer wire, backfilling, excavation/compaction, cutting, or plugging of existing lines, or fittings necessary to make connection



The City of Durant

Public Works Director

Memorandum

Date: 11/8/2017
To: Utilities Authority
From: Marty Cook - Interim Public Works Director
Re: Consider Authorization for the Chairman to Sign all Related Documents Pertaining to Contract C-2017-67 for the 2017 Force Main Line Relocation Project

The construction documents that are associated with the project for the 2017 Force Main Line Relocation Project contain several individual documents that need to be signed off on as the Bonds are produced and the Contract is verified by the city's legal council. This approval would allow the Chairman to sign these documents as they become available instead of waiting for future Durant City Utility Authority Meetings to be scheduled. All of these documents are included in the Construction Book attachment. These documents will not adjust contractual monetary fees.

Council Information / Action Requested

Approve Mayor to sign documents

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

Description	Type	Upload Date
Construction Book	Cover Memo	11/8/2017

CONTRACT DOCUMENTS

for

2017 FORCE MAIN LINE RELOCATION PROJECT

The City of Durant
Bryan County, Oklahoma

September 2017

For Bidding & Construction

Set No. _____

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H. Wayne Barker, P.E.
Barker & Associates, Inc
Consulting Engineers
C.A. No. 3998, Exp. 6/30/18

ADVERTISEMENT FOR BIDS

City Of Durant
P.O. Box 578
Durant, OK 74701
(580) 931-6645

Separate sealed Bids for **2017 Force Main Line Relocation Project City of Durant** and all appurtenances thereto, will be received at the office of the City Clerk, at the above address until 2:00 P.M., local time., on Friday, September 29, 2017, and then at said Office publicly opened and read aloud.

Project includes the furnishing of labor, equipment and materials to construct and replace:

Approximately 3,745 LF of 24-inch force main line, approximately and 36-inch bore and steel casing, along State Highway 78 inclusive of fittings, valves, connections to existing lines, and other appurtenances and incidentals necessary to provide a complete installation.

Pre-Bid Conference: No pre-bid conference is scheduled at this time.

Each Bid must be accompanied by a BID BOND payable to the OWNER for Five Percent (5%) of the total amount of the BID. A certified check may be used in lieu of a BID BOND. PERFORMANCE AND MAINTENANCE AND STATUTORY PAYMENT BONDS in the amount of 100 percent (100%) of the Contract Price, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within sixty (60) calendar days following the actual date of the opening thereof.

The OWNER reserves the right to: change dates the bid will be considered; waive all informalities; reject any and all bids; choose whether to accept alternates, if applicable; adjust quantities; and add or omit items of work as deemed necessary to conform with budget or other constraints; and to accept that bid deemed most advantageous for value received.

Copies of the CONTRACT DOCUMENTS may be obtained from Barker and Associates, 3902 University Boulevard, Durant, OK 74701, 580-931-9045 (office), 580-931-9099 (fax). Documents may be obtained at no charge via electronic file transfer.

INFORMATION FOR BIDDERS

Bids will be received by The City of Durant (herein called the "Owner") at City Hall Council Chambers Room 110, 300 W Evergreen, Durant, Ok until 2:00 p.m., local time, on the 29th day of September, 2017, and then at said office publicly opened and read aloud.

Each bid must be submitted in a sealed envelope addressed to City of Durant at 300 West Evergreen, Durant, OK 74702. Each sealed envelope containing a bid must be plainly marked on the outside as a "2017 Force Main Line Relocation Project City of Durant" and the envelope should bear on the outside the bidder's name, address and license number, if applicable, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Owner at P.O. Box 578 Durant, OK 74702.

All bids must be made on the required bid form. All blank spaces for bid prices must be filled in, in ink or typewriter, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required.

The Owner may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above-scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the bidders.

Bidders must satisfy themselves on the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the drawings and specifications, including addenda. After bids have been submitted, no bidder shall assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

Prior to bidding, the Owner shall provide bidders with all information that is pertinent to and delineates and describes the land owned and rights-of way acquired or to be acquired.

The contract documents contain the provisions required for the construction of the project. Information obtained from an officer, agent or employee of the Owner or any other person shall not affect the risks or obligations assumed by the contractor or relieve the contractor from fulfilling any of the conditions of this contract.

Each bid must be accompanied by a bid bond payable to the owner for five percent of the total amount of the bid. As soon as the bid prices have been compared, the Owner will return the bonds of all except

the three lowest responsible bidders. When the agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment the payment bond and performance bond and/or statutory bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of the bid bond.

A performance bond and a payment/statutory bond, each in the amount of 100 percent of the contract price and each with a corporate surety approved by the Owner, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign bid bonds are payment bonds and performance bonds must file with each bond a certified copy of their Power of Attorney bearing the effective date.

The party to whom the contract is awarded will be required to execute the agreement and obtain the performance bond and statutory bond within ten (10) calendar days from the date when Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary agreement and bond forms. In case of failure of the bidder to execute the agreement, the Owner may consider the bidder in default, in which case the bid bond accompanying the proposal shall become the property of the Owner.

The Owner, within ten (10) days of receipt of acceptable performance bond, statutory bond and agreement signed by the party to whom the agreement was awarded, shall sign the agreement and return to such party an executed duplicate of the agreement. Should the Owner not execute the agreement within such period, the bidder may, by written notice, withdraw the signed agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The Notice to Proceed shall be issued within ten (10) days of the execution of the agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and contractor. If the Notice to Proceed has not been issued within the ten-day period or within the period mutually agreed upon, the contractor may terminate the agreement without further liability on the part of either party.

The Owner may make such investigations as deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the agreement and to complete the work contemplated therein.

A condition or qualified bid will not be accepted.

Award will be made to the lowest responsible bidder.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the contract documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation with respect to its bid.

Further, the bidder agrees to abide by the requirements under Executive Order No. 11246, as amended, including, specifically, the provisions of the Equal Opportunity Clause set forth in the Supplemental General Conditions.

When alternate bids are taken, they will be listed in numerical order with the highest priority being number one, second priority being number two, etc.

When alternates are used, the low bidders will be selected by the lowest and best bid, considering all bids, which include the selected alternate bids.

The alternates will be listed in consecutive priority order to remain within the funds available for the project.

The low bidder shall supply the names and addresses of major material suppliers and subcontractors when required to do so by the Owner.

Mandatory pre-bid inspection for prospective has not been scheduled.

The Engineer is: Barker & Associates, Inc.

Address: 3902 University Blvd. Durant, OK. 74701

SPECIAL NOTE TO BIDDERS:

As a part of the bid on this project, the successful bidder will be required to meet all requirements of the Underground Facilities Damage Prevention Act when engaged in work within the public right-of-way in the same manner as in private right-of way.

Section 3 Plan shall be submitted with bid.

BID PROPOSAL

Proposal of STEVE BEAN CONSTRUCTION
(hereinafter called "Bidder"), organized and existing under the laws of the State of OKLA
doing business as STEVE BEAN CONSTRUCTION *, to
City of Durant (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for
the construction of 2017 Force Main Line Relocation Project City of Durant
in strict accordance with the contract documents within the time set forth therein and at the prices stated
below.

By submission of this bid, each Bidder certifies, and in the case of a joint bid each party certifies
as to its own organization, that this bid has been arrived at independently, without consultation,
communication or agreement as to any matter relating to this bid, with any other Bidder or with any
competitor.

Bidder hereby agrees to commence work under this contract within ten (10) days of the date to
be specified in the Notice to Proceed and to fully complete the project within 75 consecutive calendar
days thereafter. Bidder further agrees to pay as liquidated damages the sum of \$ 250.00 for each
consecutive calendar day thereafter as provided in section 15 of the General Conditions.

No Bidder may withdraw a bid within 60 days after the actual opening thereof. Each bid must be
accompanied by a bid bond payable to Owner for 5% of the amount bid. Bidder acknowledges receipt of
the following addenda: # 1, Addendum #2

Bidder agrees to perform all the work described in the contract documents for the following unit
prices or lump sum.

Respectfully submitted,

2017 FORCE MAIN LINE RELOCATION PROJECT
City of Durant

Quantities shown are approximate and may vary due to actually installed and measured. Unit bid costs to be complete-in-place for each item including labor, materials, equipment, tools and incidentals necessary for a complete functional installation. Contractor shall submit a unit price for EACH item listed.

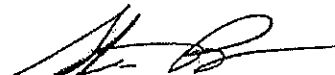
Numerical value and written words **MUST** be filled out.

BID PROPOSAL					
BASE BID					
No.	Item	Quantity	Unit	Unit Price	Total Cost
1	Mobilization	1	LS	\$ 3500.00	\$ 3500.00
2	Construction Staking	1	LS	\$ 2500.00	\$ 2500.00
3	Temp. Silt Fence	3745	LF	\$ 2.75	\$ 10,298.75
4	Clearing & Restoring of Right of Way	3745	LF	\$ 5.00	\$ 18,725.00
5	24-Inch DI RJ 45° Bends	10	EA	\$ 1800.00	\$ 18,000.00
6	24-Inch PVC AWWA C905 DR21	3745	LF	\$ 110.00	\$ 411,950.00
7	36-Inch Welded Steel Casing Installed by Jack and Bore	103	LF	\$ 480.00	\$ 49,440.00
8	2-Inch Comb. Air Release Valve & Vault	1	EA	\$ 6000.00	\$ 6,000.00
9	Remove & Replace Gravel Drive, Installed	75	SY	\$ 40.00	\$ 3,000.00
10	Environmental Protection & Site Management	1	LS	\$ 1000.00	\$ 1000.00
11	Bypass Line, Line Stop, & Bypass Pump	1	LS	\$ 70,000.00	\$ 70,000.00
12	Connect to existing Force Main, Include required pipe and Bell RJ's, and mechanical plug to abandon line.	4	EA	\$ 3,000.00	\$ 12,000.00
13	Remove and replace Concrete Pavement (Drive)	21	SY	\$ 80.00	\$ 1680.00
	Total Base Bid				\$ 608093.75

IMPORTANT:

Write in words Total Base Bid (Words take precedent over numerical value above):

Six hundred eight thousand ninety three dollars and 75/100


Signature

STEVE BRAN CONST
Firm Name

PRESIDENT
Title

2014 VETERANS BLVD
Address ARMORE

73-1499089
Employer I.D. No.

steve@sbbranconstruction.com
Email Address

[(SEAL) if bid is by a corporation]

580-226-0657 580-224-0658
Telephone/Fax No.

ATTEST:


Secretary/Witness

9/5/2017
Date

MID-CONTINENT CASUALTY COMPANY

P. O. Box 1409
TULSA, OKLAHOMA 74101

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That We, STEVE BEAN CONSTRUCTION, INC

as Principal, and MID-CONTINENT CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Ohio, and authorized to do business in the State of OKLAHOMA as Surety, are held and firmly bound unto the CITY OF DURANT

_____ as Oblige, in the amount of 5% OF BID AMOUNT DOLLARS lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Oblige shall make an award to the Principal for:

2017 FORCE MAIN LINE RELOCATION PROJECT FOR CITY OF DURANT

_____ according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Oblige in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with MID-CONTINENT CASUALTY COMPANY as Surety or with other Surety or Sureties approved by the Oblige; or if the Principal shall, in case of failure so to do, pay to the Oblige the damages which the Oblige may suffer by reason of such failure not exceeding the penalty of this bond then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

Signed, Sealed and Dated this 5TH day of OCTOBER, 2017.

Melinda Smith
MELINDA SMITH Witness

STEVE BEAN CONSTRUCTION, INC
By [Signature] Principal (Seal)
STEVE BEAN

MID-CONTINENT CASUALTY COMPANY

By [Signature] (Seal)
JASE RIGGS Attorney-in-fact

MID-CONTINENT CASUALTY COMPANY

1437 SOUTH BOULDER, SUITE 200 · TULSA, OKLAHOMA 74119 · 918-587-7221 · FAX 918-588-1253

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the MID-CONTINENT CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof. Melinda Faulkner, Everett J. Watkins, Everett L. Watkins and Lynn Watkins, all of ARDMORE, OK

IN WITNESS WHEREOF, the MID-CONTINENT CASUALTY COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 29 day of September, 2016



ATTEST:

SHARON HACKL

Secretary

MID-CONTINENT CASUALTY COMPANY

TODD BAZATA

VICE PRESIDENT

On this 29 day of September, 2016 before me personally appeared TODD BAZATA, to me known, being duly sworn, deposes and says that s/he resides in Broken Arrow, Oklahoma, that s/he is a Vice President of Mid-Continent Casualty Company, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA }
COUNTY OF TULSA }

SS



Commission # 11008253

My Commission Expires: 09-08-19

JULIE CALLAHAN

Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Mid-Continent Casualty Company by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, SHARON HACKL, Secretary of Mid-Continent Casualty Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this 5th day of October, 2017



SHARON HACKL

Secretary

VOID IF BOX IS EMPTY

STATEMENT OF BIDDER'S QUALIFICATIONS

1. Firm Background

- a. Date Firm was organized 1980
b. State of incorporation 1996
c. Officers and Key Personnel for this Project:

- | | <u>Name</u> | <u>Date of Position</u> |
|-----|----------------------------------|-------------------------|
| (1) | President <u>STEVE BEAN</u> | <u>1996</u> |
| (2) | Vice-President <u>STEVE BEAN</u> | |
| (3) | Secretary _____ | |
| (4) | Treasurer _____ | |

- | | <u>Years of Project
Related Experience</u> |
|-----|--|
| (5) | Project Manager _____ |
| (6) | Crew Leader(s) <u>JOSE RAOGEL</u> |
| (7) | Jobsite Superintendent <u>STEVE BEAN</u> |

d. How long at present address? 16 YRS.

e. Former address and date (if applicable)

f. Has your firm operated under another name? NO
If yes, list former name, address and dates _____

g. Has your firm, or former firm, ever failed to complete any work awarded to you? NO
If yes, list name of project, owner, date and reason for not completing the work.

h. Have any of the officers listed in "c" ever been an owner, officer, or partner in another organization that failed to complete a construction contract?

NO

If yes, list name of project, owner, date and reason for not completing the contract.

(5) Name and address of firm preparing financial statement and date thereof:

NA

(6) Is this financial statement for the identical organization that submitted the bid? NA

If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsubsidiary).

NA

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish information requested by the Owner or Engineer in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this 5th day of OCTOBER, 2017.

(Name of Bidder)

By: [Signature]

Title: PRESIDENT

State of OKLA)

)ss.

County of CARTER)

STEVE BEAN, being duly sworn, deposes and says that he is PRESIDENT of STEVE BEAN CORP. and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 5th day of Oct, 2017.

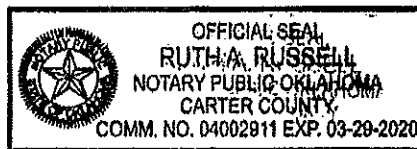
Ruth A Russell
Public Notary

My Commission Expires:

3/29/2020

Commission Number:

0400911



BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF OKLAHOMA)

COUNTY OF CARTER)

ss.

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

NONE

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

NONE

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

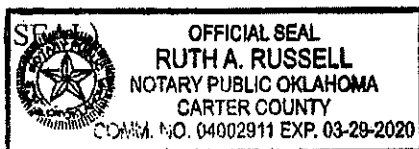
NONE

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

[Signature]
Affiant

Subscribed and sworn to before me this 5th day of Oct 2017.

My Commission Number 04002911 . My Commission expires 3/29/2020



[Signature]
Notary Public

NOTE: This form is to be submitted with the bid.

NON-COLLUSION AFFIDAVIT

STATE OF OKLAHOMA)

COUNTY OF)

CARTER)

SS.

STEVE BEAN

, of lawful age, being first duly sworn upon oath, states that (s)he is the agent authorized by the Bidder to submit the attached bid.

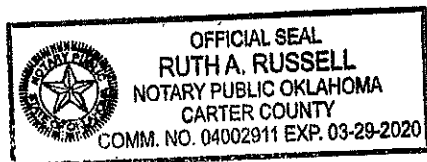
Affiant further states that the Bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or with any State official or employee as to quantity, quality or price in the prospective contract or any other terms of said prospective contract or in any discussion between bidders and any State official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

[Signature]
Affiant

Subscribed and sworn to before me this 5th day of Oct, 2017.

My Commission Number is 04002911. My Commission expires 3/29/2020

(SEAL)



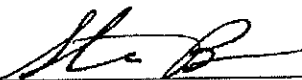
[Signature]
Notary Public

NOTE: This form is to be submitted with the bid.

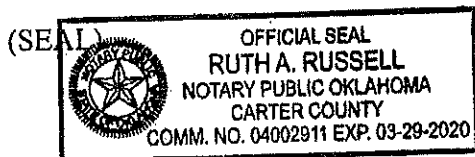
PAYROLL AFFIDAVIT

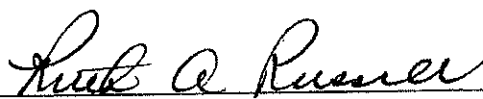
STATE OF OKLAHOMA)
)
COUNTY OF CARTER) SS.

STEVE BEAN, of lawful age, being first duly
sworn upon oath, states that (s)he is the agent authorized by the Bidder to submit the attached bid.
Affiant further states that (s)he has submitted the required payroll information to the Wage and Hour
Division of the Employment Standards Administration of the United States Department of Labor.


Affiant

Subscribed and sworn to before me this 5th day of OCTOBER, 2017.
My Commission Number is 04002911. My Commission expires 3/29/2020




Notary Public

NOTE: This form is to be submitted with the bid.

CONTRACT
C - 2017 - 67

This contract, made and entered into by and between STEVE BEAN CONSTRUCTION COMPANY, as Party of the First Part, hereinafter designated as Contractor, and CITY OF DURANT PUBLIC UTILITIES AUTHORITY, as Party of the Second Part, hereinafter designated as the Owner, to-wit:

WHEREAS, the Contractor is the lowest and the best bidder for:

2017 Force Main Line Relocation Project

for the total bid price, as accepted, of Six Hundred Eight Thousand Ninety Three AND 75/100 Dollars, (\$ 608,093.75);

NOW, THEREFORE, the Contractor, for the consideration herein named, hereby agrees to do and complete the work above mentioned in accordance with the plans adopted and approved by the Owner and on file in the office of the DURANT CITY CLERK, which plans and specifications are made a part of this contract by reference as if attached hereto or written in detail herein.

It is further agreed that the Contractor will commence said work within 10 days from the date of the Work Order and perform same vigorously and continuously and complete the same within 75 calendar days.

It is further agreed that payment for the aforesaid work or material will be made under the terms of the Contractor's bid, as accepted, as provided in the specifications and that, upon final completion of this contract work, the Contractor will receive the full compensation payment according to the schedule of prices as contained in this bid, as accepted, and that, upon receipt by the Contractor of final claim, the same shall be paid in full for all claims of every kind and description the Contractor may have arising out of this contract.

The Notice to Bidders, the Instructions to Bidders, the Special and General Provisions of specifications and the Contractor's Bid Proposal, each of said instruments on file in the office of the DURANT CITY CLERK, are hereby referred to and, by reference thereto, are made a part of this contract as if fully written in detail or attached hereto.

IN WITNESS WHEREOF, the Parties of the First and Second Parts have hereunto set their hands and seals the _____ day of _____, 2017.

SEAL

-

ATTEST:

By: _____

Name & Title

Steve Bean Construction

Contractor

By: _____

Name & Title

SEAL

ATTEST:

By: _____

Name & Title

City of Durant Public Utilities
Authority

By: _____

Name & Title

PERFORMANCE BOND

_____, as Principal,
and _____, a
corporation organized under the laws of the State of _____, as
surety, are held and firmly bound unto _____
_____, in the penal sum of _____
_____ Dollars (\$_____), in lawful money of the
United States of America, for the payment of which, well and truly to be made, we bind
ourselves and each of us, our heirs, executors, administrators, trustees, successors and
assigns, jointly and severally, firmly by these presents.

The condition of this obligation of contract such that, whereas said Principal
entered in a _____
_____, _____,
for _____,
all in compliance with the plans and specifications therefore, made a part of said
contract and on file in the office of _____

(Name and Address of Agency)

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly and faithfully
perform and abide by said contract and each and every covenant, condition and part
thereof and shall fulfill all obligations resting upon said Principal by the terms of said
contract and said specifications and if said Principal shall protect and save harmless
said _____ from any pecuniary loss
resulting from the breach of any of the items, covenants and conditions of said contract
resting upon said Principal, then this obligation shall be null and void, otherwise to be
and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said contract and no deviations from the plan or mode of [procedures herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly-authorized officers and said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its Attorney-In-Fact, duly authorized to do so, the day and year set forth below.

Dated this _____, day of _____, _____.

PRINCIPAL:

By: _____

ATTEST:

SURETY:

By: _____
Attorney-In-Fact

STATUTORY BOND

No. _____

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

Dated this _____ day of _____, 2017.

WHEREAS, the said _____
did on _____ enter into a certain contract with

for the construction of _____;

AND WHEREAS, this _____ in compliance with
Oklahoma Statutes Annotated, 194, Title 61, Sections 1 and 2, as amended;

NOW, THEREFORE, the condition of the above obligation is such that, if the Principal
shall pay all indebtedness incurred for labor, materials or rental of machinery or equipment
furnished in the construction of said public building or in making said public improvements, then
this obligation shall be void, otherwise to remain in full force and effect.

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

By: _____
Bonding Company

ATTEST (If by corporation)

By: _____
Attorney

MAINTENANCE BOND

(Defect Bond)

_____, as Principal, and
_____, a corporation organized under the laws of the State
of _____ and authorized to transact business in the State of Oklahoma,
as Surety, are held and firmly bound unto _____,

(City, Town or Trust Authority)

in the penal sum of _____ Dollars (\$_____)
in lawful money of the United States of America, said sum being equal to one hundred percent
(100%) of the contract price, for payment of which, well and truly to be made, we bind ourselves
and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and
severally, firmly by these presents.

The condition of this obligation is such that, whereas said Principal entered into a written
contract with _____ dated _____, 2017,

(City, Town or Trust)

for _____

_____,
all in compliance with the plans and specifications therefore, made a part of said contract and on
file in the office of _____;

NOW, THEREFORE, if said Principal shall pay or cause to be paid to
_____ all damage, loss and expense which may result by reason of
(City, Town or Trust Authority)
defective materials and/or workmanship in connection with said work occurring within a period
of one (1) year from and after the acceptance of said project by _____,

City, Town or Trust Authority

then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties that no changes or alterations
in said contract and no deviations from the plan or mode of procedures herein fixed shall have
the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in
its name and its corporate seal to be hereunto affixed by its duly-authorized officers and the said
Surety has caused these presents to be executed in its name and its corporate seal to be hereunto
affixed by its Attorney-In-Fact, duly authorized so to do, the day and year set forth below.

DATED this _____ day of _____, 2017.

PRINCIPAL:

By: _____

ATTEST:

SURETY:

By: _____

Attorney-In-Fact

**Insert Power
Of
Attorney
(To Be Inserted at Later Date)**

INSURANCE REQUIREMENTS

Name of Insured: _____

Description of Work: _____

Location of Work: _____

<u>Kind of Insurance</u>	<u>Minimum Coverage</u>	<u>Expected Dates Coverage Needed</u>	
		<u>Duration of Project</u>	
Workers' Compensation	Legal Amount	_____	_____
General Public Liability and Property Damage, Including Vehicle Coverage:			
Bodily Injury - Each Person	\$500,000	_____	_____
Bodily Injury - Each Accident	\$500,000	_____	_____
Property Damage - Each Person	\$200,000	_____	_____
Property Damage - Aggregate Limit	\$200,000	_____	_____
Builder's Risk (If Required)	Full Coverage	_____	_____

NOTE: This covers all motor-driven vehicles such as cars, trucks, graders, etc.

In the event of any material change or cancellation of said policies, the company will give fifteen (15) days' written notice to _____, Owner.

Statements such as "will endeavor" and "but failure to notify Owner shall impose no obligation or liability of any kind upon the company" shall not be allowed.

Coverage shall be indicated by checking all boxes applicable. Insurance shall cover any hazards involved with the planned construction. Special coverage for blasting operations shall be listed separately on the certificates.

The Owner shall be listed as the certificate holder.

NOTICE OF CONTRACT AWARD

A. Contractor Information:

To: Steve Bean Construction
Address: 2014 Veterans Blvd.
Ardmore, OK 73401

Contract No. N/A
Project Description: 2017 Force Main Line
Relocation Project

Phone: 580-226-0657

FEI #: 73-1499089

B. Acceptance of Bid:

The Owner has considered the bid submitted by you for the described work in response to the Advertisement for Bids dated September 6, 2017 and September 13, 2017 and in the Information for Bidders, and opened on October 5, 2017. You are hereby notified that your bid has been accepted for bid items in the amount of \$608,093.75. If you fail to execute said agreement and furnish applicable bonds and insurance within ten (10) days from the date of this notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your bid bond. The Owner will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this Notice of Award to the Owner. Dated this day of , 20 .

Owner: City of Durant Public Utilities Authority

By: 

Typed Name & Title:

C. Contractor Eligibility

Receipt of this Notice of Contract Award is hereby acknowledged by this day of , 20 , and I hereby certify that this firm does not appear on the List of Parties excluded from Federal Procurement and Non-Procurement Programs i.e., the list of Debarred Contractors.

By: Title: Date:

(<http://epls.arnet.gov>)

NOTICE TO PROCEED

Project Name: 2017 Force Main Line Relocation Project City of Durant

Project Location: Durant, OK Contract Number: N/A
Contract: _____ Amount of Contract: \$ 608,093.75 .
Contractor: Steve Bean Construction
2014 Veterans Blvd.
Ardmore, OK 73401

You are hereby notified to commence work on the above referenced contract on or before _____, and fully complete the work of said contract within 75 consecutive calendar days thereafter. Your completion date is therefore _____.

The contract provides for an assessment of the sum of \$250.00 as liquidated damages for each consecutive calendar day after the above-established contract completion date the work remains incomplete.

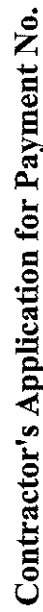
Dated this _____ day of _____, 2017.

By _____
Title _____

Acceptance of Notice to Proceed

Receipt of the foregoing Notice to Proceed is hereby acknowledged this _____ day of _____, 2017.

By _____
Title _____



Application For Payment
Change Order Summary

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	By: _____	Date: _____
	Approved by: _____ Funding Agency (if applicable) _____ (Date) _____	
	is approved by: _____ (Owner) _____ (Date) _____	
	Payment of: \$ _____ (Line 8 or other - attach explanation of the other amount)	
is recommended by: _____ (Engineer) _____ (Date) _____		
Payment of: \$ _____ (Line 8 or other - attach explanation of the other amount)		

CLAIM OR INVOICE AFFIDAVIT

STATE OF OKLAHOMA)
) SS.
COUNTY OF _____)

The undersigned _____, of lawful age,
being first duly sworn upon oath, states that this _____ is true and
correct. Affiant further states that the _____, as shown by this invoice or
claim, have been _____ in accordance with the plans, specifications, orders or
requests furnished to the Affiant. Affiant further states that (s)he has not paid, given or donated or agree
to pay, give or donate, either directly or indirectly, to any elected official, officer or employee of the
State of Oklahoma any money or any other thing of value to obtain payment or the award of this
contract.

Affiant

Subscribed and sworn to before me this _____ day of _____,
My Commission Number is _____. My Commission expires _____.

(SEAL)

Notary Public

ATTORNEY'S CERTIFICATE OF APPROVAL OF CONTRACT AND BONDS

I, the undersigned _____, the fully authorized and legal representative of, City of Durant, Bryan County, Oklahoma, do hereby certify as follows:

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

Dated the _____ day of _____, 2017.

Attorney

County, Oklahoma

RELEASE OF CLAIMANTS

Date: _____

Project: _____

Dear Sir:

I hereby acknowledge receipt of _____ dollars (\$_____) in full payment of the contract dated ____ for improvement work which I did for you and which is described in my contract.

I certify that I have been paid in full for all materials purchased and all labor employed in the performance of this contract and that there are no claims against me as an employer under this contract on account of injuries sustained by workmen employed by me thereunder. I hereby release you from any claims arising by virtue of this contract.

Sincerely,

Contractor

RELEASE OR WAIVER OF LIEN

_____, 2017

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

Whereas, the undersigned has entered into a contract with _____,
to furnish labor and/or materials for the project known as _____

Now therefore, know ye that the undersigned for and in consideration of the monies to be paid pursuant to the above contract, do hereby waive and release _____ (Owner) and _____ (Contractor), from any and all lien or claim or right of lien on said above described projects and premises.

(Company)

By: _____

Subscribed and sworn to before me this ____ day of _____, 2017.

Notary Public

My Commission expires:

CERTIFICATION OF TAX EXEMPT PUBLIC PROJECT

City of Durant/Utilities Authority hereby certifies that:

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

2017 Force Main Line Relocation Project. Accordingly, under the provisions of 68 O.S. §1356(1), the sale of tangible personal property or services necessary for carrying out such public contract to the contractor or any sub-contractor to such public contract are exempt from sales tax. Any contractor, or sub-contractor of such public contract shall certify, in writing, on the copy of the invoice or sales ticket to be retained by the vendor that the purchases are necessary for carrying out such public contract with the City of Durant.

City of Durant/Utilities Authority

(SEAL)

By _____
City Manager

GENERAL CONDITIONS

- | | |
|---|--|
| 1. Definitions | 17. Subsurface Conditions |
| 2. Additional Instructions &
Detail Drawings | 18. Suspension of Work,
Termination & Delay |
| 3. Scheduled, Reports and Records | 19. Payments to Contractor |
| 4. Drawings and Specifications | 20. Acceptance of Final
Payment as Release |
| 5. Shop Drawings | 21. Insurance |
| 6. Materials, Services & Facilities | 22. Contract Security |
| 7. Inspection & Testing | 23. Assignments |
| 8. Substitutions | 24. Indemnification |
| 9. Patents | 25. Separate Contracts |
| 10. Surveys, Permits, Regulations | 26. Subcontracting |
| 11. Protection of Work, Property,
Persons | 27. Engineer's Authority |
| 12. Supervision by Contractor | 28. Land and Rights-of-Way |
| 13. Changes in the Work | 29. Guaranty |
| 14. Changes in Contract Price | 30. Arbitration |
| 15. Time Completion & Liquidated Damages | 31. Taxes |
| 16. Correction of Work | |

1. **DEFINITIONS:** Wherever used in the contract documents, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:

- a. Addenda: Written or graphic instruments issued prior to the execution of the agreement which modify or interpret the contract documents, drawings and specifications by additions, deletions, clarifications or corrections.
- b. Bid: The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.
- c. Bidder: Any person, firm or corporation submitting a bid for the work.
- d. Bonds: Bid, performance, payment (statutory) and maintenance bonds and other instruments of security furnished by the Contractor and the Contractor's surety in accordance with the contract documents.
- e. Change Order: A written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the contract documents or authorizing an adjustment in the contract price or contract time.
- f. Contract Documents: The contract, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment (Statutory) Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications and Addenda.
- g. Contract Price: The total monies payable to the Contractor under the terms and conditions of the contract documents.

- h. Contract Time: The number of calendar days stated in the contract documents for the completion of the work.
- i. Contractor: The person, firm or corporation with whom the Owner has executed the agreement.
- j. Drawings: The parts of the contract documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the engineer.
- k. Engineer: The person, firm or corporation named as such in the contract documents.
- l. Field Order: A written order effecting a change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the engineer to the Contractor during construction.
- m. Notice to Proceed: Written communication issued by the Owner to the Contractor authorizing him/her to proceed with the work and establishing the date for commencement of the work.
- n. Notice of Award: The written notice by Owner to the apparent successful bidder stating that, upon compliance by the apparent successful bidder with the conditions enumerated therein within the time specified, Owner will sign and deliver the agreement.
- o. Owner: A public or quasi-public body or authority, corporation, association, partnership or individual for whom the work is to be performed.
- p. Project: The undertaking to be performed as provided in the contract documents.
- q. Resident Project Representative: The authorized representative of the Owner who is assigned to the project site or any part thereof.
- r. Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor which illustrate how specific portions of the work shall be fabricated or installed.
- s. Specifications: A part of the contract documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- t. Subcontractor: An individual, firm or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the work at the site.

- u. Substantial Completion: That date certified by the engineer when the construction of the project or a specified part thereof is sufficiently completed, in accordance with the contract documents, to allow the project or specified part to be utilized for the purposes for which it is intended.
- v. Supplemental General Conditions: Modifications to General Conditions required by a Federal agency for participation in the project and approved by the agency in writing prior to being included in the contract documents or such requirements that may be imposed by applicable State laws.
- w. Supplier: Any person or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.
- x. Work: All labor necessary to produce the construction required by the contract documents and all materials and equipment incorporated or to be incorporated in the project.
- y. Written Notice: Any notice in writing to any party to the agreement regarding any part of this agreement. Said written notice shall be considered delivered and the service thereof completed when posted by certified or registered mail to said party at their last given address or delivered in person to said party or their authorized representative at the project site.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:

- a. The Contractor may be furnished additional instructions and detail drawings by the engineer as necessary to carry out the work required by the contract documents.
- b. The additional drawings and instructions thus supplied will become a part of the contract documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS AND RECORDS:

- a. The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data, where applicable, as are required by the contract documents for the work to be performed.
- b. Prior to the first partial payment estimate, the Contractor shall submit construction progress schedules showing the order in which the Contractor proposes to carry on the work, including dates at which the various parts of the work will be started, estimated date of completion of each part and, as applicable:

- (1) The dates at which special detail drawings will be required; and
 - (2) Respective dates for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
- c. The Contractor shall also submit a schedule of payments the Contractor anticipates will be earned during the course of the work.

4. DRAWINGS AND SPECIFICATIONS:

- a. The drawings and specifications are tools to be used by the Contractor to enable the Contractor to furnish all labor, materials, tools, equipment and transportation necessary for the proper performance of the work in accordance with the contract documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the Owner.
- b. In case of conflict between the drawings and the specifications, the specifications shall govern. Figure dimensions and drawings shall govern over scale dimensions and detail drawings shall govern over general drawings.
- c. Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported, in writing, to the engineer, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

5. SHOP DRAWINGS:

- a. The Contractor shall provide shop drawings as may be necessary for the performance of the work as required by the contract documents. The engineer shall promptly review all shop drawings. The engineer's approval of any shop drawing shall not release the Contractor from responsibility for deviations from the contract documents. The approval of any shop drawing that substantially deviates from the requirement of the contract documents shall be evidenced by a change order.

- b. When submitted for the engineer's review, shop drawings shall bear the Contractor's certification that he has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the contract documents.

6. MATERIALS, SERVICES AND FACILITIES:

- a. It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the work within the specified time.
- b. Materials and equipment shall be so stored as to preserve their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located to facilitate prompt inspection.
- c. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- d. Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the engineer.
- e. Materials, supplies or equipment to be incorporated into the work shall be purchased by the Contractor or the subcontractor free and clear of chattel mortgages, conditional sales contracts or other agreements by which an interest is retained by the seller.

7. INSPECTION AND TESTING:

- a. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards as required and defined in the contract documents.
- b. The Owner shall provide all inspection and testing services not required by the contract documents.

- c. The Contractor shall provide, at the Contractor's expense, the testing and inspection services required by the contract documents.
- d. If the contract documents, laws, ordinance, rules, regulations or orders of any public authority having jurisdiction require any specific work to be inspected, tested or approved by someone other than the Contractor, the Contractor will give the engineer timely notice of readiness. The Contractor will then furnish the engineer the required certificates of inspection, testing or approval.
- e. Inspections, tests or approvals by the engineer or others shall not relieve the Contractor from the obligation to perform the work in accordance with the requirements of the contract documents.
- f. The engineer and the engineer's representatives will at all times have access to the work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and for any inspection or testing thereof.
- g. If any work is covered contrary to the written instructions of the engineer, it must, if requested by the engineer, be uncovered for the engineer's observation and the covering replaced at the Contractor's expense.
- h. If the engineer considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing, as the engineer may require, that portion of the work in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such work is defective, the Contractor will bear all expenses of such uncovering, exposing, observing, inspecting and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposing, observing, inspecting, testing and reconstruction and an appropriate change order shall be issued.

8. SUBSTITUTIONS: Whenever a material, article or piece of equipment is identified on the drawings or specifications by referenced to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article or piece of equipment of equal substance and function for those referred to in the contract documents by reference to brand name or catalog number and if, in the opinion of the engineer, such material, article or piece of equipment is of equal substances and function to that specified, the engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the contract price and the contract documents shall be appropriately modified by change order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.
9. The Contractor shall pay all applicable royalties and license fees and shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design or product of a particular manufacturer or manufacturers is specified; however, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless the Contractor promptly gives such information to the engineer.
10. SURVEYS, PERMITS, REGULATIONS:
 - a. The Owner shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the work, together with a suitable number of benchmarks adjacent to the work as shown in the contract documents. From the information provided by the Owner, unless otherwise specified in the contract documents, the Contractor shall develop and make all detail surveys needed for construction, such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.

- b. The Contractor shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.
- c. Permits and licenses of a temporary nature necessary for the performance of the work shall be secured and paid for by the Contractor unless otherwise stated in the Supplemental General Conditions. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance therewith, the Contractor shall promptly notify the engineer in writing and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY AND PERSONS:

- a. The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and program in connection with the work. The Contractor will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby and for the protection of all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- b. The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. The Contractor will notify owners of adjacent utilities when performance of the work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose

acts any of them may be liable, except damage or loss attributable to the fault of the contract documents or to the acts or omissions of the Owner or the engineer or anyone employed by either them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

- c. In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the engineer or Owner, shall act to prevent the threatened damage, injury or loss. The Contractor will give the engineer prompt written notice of any significant changes in the work or deviations from the contract documents caused thereby and a change order shall thereupon be issued covering the changes and deviations involved.

- 12. SUPERVISION BY CONTRACTOR: The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

- 13. CHANGES IN THE WORK:

- a. The Owner may, at any time, as the need arises, order changes within the scope of the work without invalidating the agreement. If such changes increase or decrease the amount due under the contract documents or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
- b. The engineer may also, at any time, by issuing a field order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the engineer unless the Contractor believes that such field order entitles the Contractor to a change in contract price or time, or both, in which event, the Contractor shall give the engineer written notice thereof within seven (7) days after the receipt of the ordered change. Thereafter,

the Contractor shall document the basis for the change in contract price or time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed change order or further instruction from the Owner.

14. CHANGES IN CONTRACT PRICE: The contract price may be changed only by a change order. The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in the order of precedence listed below:

- a. Unit prices previously approved;
- b. An agreed lump sum.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

- a. The date of beginning and the time for completion of the work are essential conditions of the contract documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- b. The Contractor will proceed with the work at such rate of progress as to ensue full completion within the contract time. It is expressly understood and agreed by and between the Contractor and the Owner that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- c. If the Contractor shall fail to complete the work within the contract time or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the bid for each calendar day the Contractor shall be in default after the time stipulated in the contract documents.
- d. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following and the Contractor has promptly given written notice of such delay to the Owner or engineer:
 - (1) Any preference, priority or allocation order duly issued by the Owner;
 - (2) Unforeseeable causes beyond the control and without the fault or negligence of the

Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, fires, flood, epidemics, quarantine, restrictions, strikes, freight embargoes and abnormal and unforeseeable weather; and

- (3) Any delays of subcontractors occasioned by any of the causes specified in paragraphs 15d(1) and 15d(2) of this article.

16. CORRECTION WORK:

- a. The Contractor shall promptly remove from the premises all work rejected by the engineer for failure to comply with the contract documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damages by such removal or replacement.
- b. All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the Owner may remove such work and store the materials at the expense of the Contractor.

17. SUBSURFACE CONDITIONS:

- a. The Contractor shall promptly, before such conditions are disturbed except in the event of an emergency, notify the Owner by written notice of:
 - (1) Subsurface or latent physical conditions at the site differing materially from those indicated in the contract documents; or
 - (2) Unknown physical conditions at the site of an unusual nature which differ materially from those ordinarily encountered and generally recognized as inherent in the work the character provided for in the contract documents.
- b. The Owner shall promptly investigate the conditions and, if it is found that such conditions do so materially differ and cause an increase or decrease, an adjustment shall be made and the contract documents shall be modified by a change order. Any claim of the

Contractor for adjustment hereunder shall not be allowed unless the required written notice has been given and provided that the Owner may, if the Owner determines the facts so justify, consider and adjust any claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION AND DELAY:

- a. The Owner may suspend the work or any portion thereof for a period of not more than ninety (90) days or until such further time as agreed upon by the Contractor in a written notice to the Contractor and the engineer fixing the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, for any costs and/or delays incurred which are directly attributable to any suspension.
- b. If any of the following conditions occur:
 - (1) The Contractor is adjudged bankrupt or insolvent or makes a general assignment for the benefit of its creditors;
 - (2) A trustee or receiver is appointed for the Contractor or for any of its property;
 - (3) Contractor files a petition to take advantage of any debtor's act or to reorganize under bankruptcy of applicable laws;
 - (4) The Contractor repeatedly fails to supply sufficiently skilled workmen or suitable materials or equipment;
 - (5) The Contractor repeatedly fails to make prompt payments to subcontractors or for labor, materials or equipment;
 - (6) The Contractor disregards laws, ordinance, rules, regulations or orders of any public body having jurisdiction over the work;
 - (7) The Contractor disregards the authority of the engineer or otherwise violates any provision of the contract documents;

then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and its surety a minimum of ten (10) days from delivery of

a written notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and finish the work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the engineer and incorporated in a change order.

- c. Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter occur. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the contract documents.
- d. After ten (10) days from the deliver of a written notice to the Contractor and the engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus a reasonable profit.
- e. If, through no act or fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority or the engineer fails to act on any request for payment within thirty (30) days after it is submitted or the Owner fails to pay the Contractor substantially the sum approved by the engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a written notice to the Owner and the engineer, terminate the contract and recover from the Owner payment for all work executed and all expenses sustained. In addition to and in lieu of terminating the contract, if the engineer has failed to act on a request for payment or if the Owner has failed to make payment as aforesaid, the Contractor may, upon ten (10) days written notice to the Owner and engineer, stop the work until paid all amounts then due, in

which event and upon resumption of the work, change orders shall be issued to adjust the contract price or extend the contract time, or both, to compensate for the costs and delays attributable to the stoppage of the work.

- f. If the performance of all or any portion of the work is suspended, delayed or interrupted as a result of a failure by the Owner or engineer to act within the time specified in the contract documents or if no time is specified, within a reasonable time, an adjustment in the contract price or an extension of the contract time, or both, shall be made by change order to compensate the Contractor for the costs and delays unnecessarily caused by the failure of the Owner or engineer.
19. PAYMENT TO CONTRACTOR:
- a. At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the engineer a partial payment estimate filled out and signed by the Contractor, covering the work performed during the period covered by the partial payment estimate and supported by such data as the engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by supporting data, satisfactory to the Owner, which will establish the Owner's title to the material and equipment and protect the Owner's interest therein, including applicable insurance. The engineer will, within ten (10) days after the receipt of each partial payment estimate, either indicate approval of payment in writing and present the partial payment estimate to the Owner or return the partial payment estimate to the Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within sixty (60) days of presentation of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate less the retainage. The retainage shall be an amount equal to 5% of said estimate until all work has been completed. Upon substantial completion of the work, any amount retained may be paid to the Contractor. When the work has been substantially completed except for work which cannot be completed because of weather conditions,

lack of materials or other reasons which, in the judgment of the Owner, are valid reasons for non-completion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed.

- b. The request for payment may also include an allowance for the cost of major materials and equipment suitably stored either at or near the site.
- c. Prior to substantial completion, the Owner, with the approval of the engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.
- d. The Owner shall have the right to enter the premises for the purpose of doing work not covered by the contract documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work or the restoration of any damaged work except such as may be caused by agents or employees of the Owner.
- e. Upon completion and acceptance of the work, the engineer shall issue a certificate attached to the final payment request that the work has been accepted under the conditions of the contract documents. The entire balance found to be due to the Contractor, including the retained percentages, except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the work.
- f. The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demand of subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts therefor, equipment, tools and supplies incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived. If the Contractor fails to do so, the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed in accordance with the terms of the

contract documents. In no event shall these provisions be construed to impose any obligations upon the Owner to either the Contractor, the Contractor's surety or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the contract documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

- g. If the Owner failed to make payment within sixty (60) days after approval by the engineer, in addition to other remedies available to the Contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.
20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE: Acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others, relating or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the contract documents or the performance of the payment bonds.
21. INSURANCE:
- a. The Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by the Contractor, any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
 - (1) Claims under Workers' Compensation, disability benefit and other similar employee benefit acts;
 - (2) Claims for damages because of bodily injury, occupational sickness or disease or death of employees;
 - (3) Claims for damages because of bodily injury, sickness or disease or death of any person other than employees;

- (4) Claims for damages covered by the usual personal injury liability coverage which are sustained by:
 - (a) Any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor; or
 - (b) Any other person;
 - (5) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- b. Certificates of insurance acceptable to Owner shall be filed with the Owner prior to commencement of work. These certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen-(15) days' prior written notice has been given to the Owner.
- c. The Contractor shall procure and maintain, at the Contractor's own expense, during the contract time, liability insurance as hereinafter specified:
- (1) Contractor's general public liability and property damage insurance, including vehicle coverage, issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property arising out of or in connection with any operations under the contract documents, whether such operations be by the Contractor or by any subcontractor employed by the Contractor. Insurance shall be written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident, and a limit of liability of not less than \$500,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,00 for all property damage sustained by any one person in any one accident and a limit of liability not less than \$200,000 aggregate for any such damage sustained by two or more persons in any one accident.
 - (2) The Contractor shall acquire and maintain, if applicable, fire and extended coverage insurance

upon the project to the full insurable value thereof for the benefit of the Owner, the Contractor and the subcontractors, as their interest may appear. This provision shall in no way release the Contractor or the Contractor's surety from obligations under the contract documents to fully complete the project.

- d. The Contractor shall procure and maintain, at the Contractor's own expense, during the contract time, in accordance with the provisions of the laws of the State in which the work is performed, Workers' Compensation insurance, including occupational disease provisions, for all of the Contractor's employees at the site of the project and, in case any work is sublet, the Contractor shall require such subcontractor similarly to provide Workers' Compensation insurance, including occupational disease provisions, for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate and suitable insurance for the protection of its employees not otherwise protected.
- e. The contractor shall secure, if applicable, "all risk" type Builder's risk insurance for work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall not be less than the contract price totaled in the bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the contract time and until the work is accepted by the Owner. The policy shall name as the insured the Contractor and the Owner.

22. CONTRACT SECURITY:

- a. The Contractor shall, within ten (10) days after the receipt of the Notice of Award, furnish the Owner with a performance bond and a payment (statutory) bond in penal sums equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents and upon the prompt payment by the Contractor to all persons supplying labor and materials in the performance of the work required by the contract documents. Such

bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State in which the work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds", as published in Treasury Department Circular Number 570. The expense of these bonds shall be borne by the Contractor. If, at any time, a surety on any such bond is declared bankrupt or loses its right to do business in the State in which the work is to be performed or is removed from the list of Surety Companies Acceptable on Federal Bonds, Contractor shall, within ten (10) days after notice from the Owner, substitute another bond and surety, both of which must be acceptable to Owner. The premiums on such bond shall be paid by the Contractor. No further payment shall be deemed due nor made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

23. ASSIGNMENTS: Neither the Contractor nor the Owner shall sell, transfer, assign or otherwise dispose of the contract or any portion thereof or of any right, title or interest therein or any obligations thereunder without written consent of the other party.

24. INDEMNIFICATION:

- a. The Contractor will indemnify and hold harmless the Owner and the engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claims, damages, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom, which is caused in whole or in part by any negligent or willful act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- b. In any and all claims against the Owner or the engineer or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under the Workers'

Compensation Act, disability benefits acts or other employee benefits acts.

- c. The obligation of the Contractor under this paragraph shall not extend to the liability of the engineer, its agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.
25. SEPARATE CONTRACTS:
- a. The Owner reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate the work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the engineer any defects in such work that render it unsuitable for such proper execution and results.
 - b. The Owner may perform additional work related to the project or the Owner may let other contracts containing provisions similar to these. The Contractor will afford the other contractors who are parties to such contracts (or the Owner, if the Owner is performing the additional work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate the work with theirs.
 - c. If the performance of additional work by other contractors or the Owner is not noted in the contract documents prior to the execution of the contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes the performance of such additional work by the Owner or other involves it in additional expense or entitles it to an extension of the contract time, the Contractor may make a claim therefor as provided in Sections 14 and 15.
26. SUBCONTRACTING:
- a. The Contractor may utilize the services of specialty subcontracts on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

- b. The Contractor shall not award work to subcontractor(s) in excess of fifty (50) percent of the contract price or in excess of fifty (50) percent of the labor and equipment required to install the project without prior written approval of the Owner.
- c. The Contractor shall be as fully responsible to the Owner for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as the Contractor is for the acts and omissions of persons directly employed by the Contractor.
- d. the Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power regarding termination of any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- e. Nothing contained in this contract shall create any contractual relationship between any subcontractor and the Owner.

27. ENGINEER'S AUTHORITY:

- a. The engineer shall act as the Owner's representative during the construction period, shall decide questions which may arise as to quality and acceptability of materials furnished and work performed and shall interpret the intent of the contract documents in a fair and unbiased manner. The engineer will make visits to the site and determine if the work is proceeding in accordance with the contract documents.
- b. The Contractor will be held strictly to the intent of the contract documents in regard to the quality of materials, workmanship and execution of the work. Inspections may be made at the factory or fabrication plant of the source of material supply.
- c. The engineer will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.
- d. The engineer shall promptly make decisions relative to interpretation of the contract documents.

28. LAND AND RIGHTS-OF-WAY:

- a. Prior to issuance of the Notice to Proceed, the Owner shall obtain all land and right-of-way necessary for the carrying out and completion of the work to be performed pursuant to the contract documents, unless otherwise mutually agreed.
 - b. The Owner shall provide the Contractor with information that delineates and describes the lands owned and right-of-way acquired.
 - c. The Contractor shall provide, at its own expense and without liability to the Owner, any additional land and access thereto that the Contractor may desire for temporary construction facilities or for storage of materials.
29. GUARANTEE: The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of substantial completion. The Contractor warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event the Contractor should fail to make such corrections, the Owner may do so and charge the Contractor the costs thereby incurred. The performance bond shall remain in full force and effect throughout the guarantee period.
30. ARBITRATION BY MUTUAL AGREEMENT:
- a. All claims, disputes and other matters in question arising out of or relating to the contract documents or the breach thereof, except for claims which have been waived by making an acceptance of final payment as provided in Section 20, may be decided by arbitration if the parties mutually agree. Any agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final and judgment may be rendered upon it in any court having jurisdiction thereof.
 - b. Notice of the request for arbitration shall be filed in writing with the other party to the contract documents and a copy shall be filed with the engineer. Request for arbitration shall in no event be made on

any claim, dispute or other matter in question that would be barred by the applicable statute of limitations.

- c. The Contractor will carry on the work and maintain the progress schedule during any arbitration proceedings unless otherwise mutually agreed in writing.

- 31. TAXES: The Contractor will pay all sales, consumer, use and other similar taxes required by the laws of the place where the work is performed, unless the Owner can convey tax exempt status to the Contractor as Owners Agent.

SUPPLEMENTAL GENERAL CONDITIONS

The provisions of the Supplemental General Conditions as described herein change, amend or supplement the General Conditions and shall supersede any conflicting provisions of this contract. All provisions of the General Conditions which are not changed, amended or supplemented remain in force.

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| 1. Contract Approval | 12. State Energy Policy |
| 2. Contract Change Orders | 13. Equal Opportunity |
| 3. Partial Payment Estimates | 14. Non-Resident Contractor
Registration |
| 4. Conflict of Interest | 15. Payment for Materials
Stored on Site |
| 5. Protection of Lives & Property | 16. Change order Approval |
| 6. Remedies | 17. Final Inspection |
| 7. Gratuities | 18. Partial Occupancy & Use |
| 8. Audit & Access to Records | 19. Permits Requiring Time
Schedule |
| 9. Small Minority & Women's Businesses | 20. Clean Up Release |
| 10. Anti-Kickback | |
| 11. Violating Facilities | |

1. CONTRACT APPROVAL:

- a. The Owner and the Contractor will furnish the Owner's attorney such evidence as is required to enable the Owner's attorney to complete and execute "Certificate of Owner's Attorney" (Section 14).

2. CONTRACT CHANGE ORDERS:

- a. All changes affecting the project's construction cost or modifications of the terms or conditions of the contract must be authorized by means of a written contract change order that is mutually agreed to by the Owner and the Contractor. The contract change order will include extra work, work for which quantities have been altered from those shown on the bidding schedule and decreases or increases in the quantities of installed units which are different than those shown in the bidding schedule because of final measurements. All changes must be recorded on a contract change order before they can be included in a partial payment estimate.
- b. A "Contract Change Order" shall be used to record contract changes.
- c. When the contract sum is in whole or in part based on unit prices, the Owner reserves the right to increase or decrease a unit price quantity as may be deemed reasonable or necessary in order to complete the work.

3. PARTIAL PAYMENT ESTIMATES:

- a. "Partial Payment Estimates" shall be used when estimating periodic payments due the Contractor.
 - b. The Owner may, after consultation with the architect/engineer, withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any approved partial payment estimate to such extent as may be necessary to protect the Owner from loss on account of:
 - (1) Defective work not remedied;
 - (2) Claims filed;
 - (3) Failure of Contractor to make payments properly to subcontractors or suppliers;
 - (4) A reasonable doubt that the work can be completed for the balance then unpaid;
 - (5) Damage to another contractor;
 - (6) Performance of work in violation of the terms of the contract documents.
 - c. Where work on unit price items is substantially complete but lacks testing, clean-up and/or corrections, amounts shall be deducted from unit prices in partial payment estimates to amply cover such testing, cleanup and/or corrections.
 - d. When the items in 3.b. and 3.c. are cured, payment shall be made for amounts withheld because of them.
 - e. Payments will not be made that would deplete the retainage or place in escrow any funds required for retainage or invest the retainage for the benefit of the contract.
4. CONFLICT OF INTEREST:
- a. Unacceptable Bidders:
 - (1) No engineer or architect (individual or firm, including persons they employ) who has prepared plans and specifications will be considered an acceptable bidder. Any firm or corporation in which such engineer or architect (including persons they employ) is an officer or an employee or holds or controls a substantial interest will not be considered an acceptable bidder.
 - (2) Contracts or purchases by the Contractor shall not be awarded or made to a supplier or manufacturer if the engineer or architect (firm or individual) who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer. Bids will not be awarded to firms or corporations owned or

controlled wholly or in part by a member of the governing body of the Owner or to an individual who is such a member.

- b. None of the Owner's officers, employees or agents shall engage in the award or administration of this contract if a conflict of interest, real or apparent would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family, his partner or an organization which employs him or is about to employ him, or any of the above, has a financial or other interest in the Contractor. None of the Owner's officers, employees or agents shall solicit or accept gratuities, favors or anything of monetary value from the Contractor or subcontractor.

5. PROTECTION OF LIVES AND PROPERTY:

- a. In order to protect the lives and health of its employees under the contract, the Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA) and any State safety and health agency requirements.
- b. The Contractor alone shall be responsible for the safety, efficiency and adequacy of its plant, appurtenances and methods and for any damage which may result from their failure or their improper construction, maintenance or operation.

6. REMEDIES: Unless otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to this contract or the breach thereof will be decided by arbitration, if the parties mutually agree, or in a court of competent jurisdiction with the State in which the Owner is located.

- a. The arbitration provisions of this section may be initiated by either party to this contract by filing with the other party and the engineer/architect a written request for arbitration.
- b. Each party to this contract will appoint one arbitrator and the two arbitrators will select the third arbitrator.
- c. The arbitrators will select a hearing location as close to the Owner's locale as possible.
- d. The procedure for conducting the hearing will follow the Construction Industry Arbitration Rules of the American Arbitration Association.

7. GRATUITIES:

- a. If the Owner finds, after a notice and hearing, that the Contractor or any of the Contractor's agents or representatives offered or gave gratuities (in the form of

entertainment, gifts or otherwise) to any official, employee or agent of the Owner in an attempt to secure this contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the Owner may, by written notice to the Contractor, terminate this contract. The Owner may also pursue other rights and remedies that the Law or this contract provides. However, the existence of the facts on which the Owner bases such findings shall be an issue and may be reviewed in proceedings under the remedies clause of this contract.

- b. In the event this contract is terminated as provided in paragraph 7.a., the Owner may pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, the Owner may pursue exemplary damages in an amount determined by the Owner, which shall be not less than three nor more than ten times the cost the Contractor incurs in providing any gratuities to any such officer or employee.
8. **AUDIT AND ACCESS TO RECORDS:** For all negotiated contracts except those of \$10,000 or less, HUD, the Comptroller General, the Owner or any of their duly-authorized representatives shall have access to any books, documents, papers and records of the Contractor which are pertinent to the contract for the purpose of making audits, examination, excerpts and transcriptions. The Contractor shall maintain all required records for three years after final payment is made and all other pending matters are closed.
9. **SMALL, MINORITY AND WOMEN'S BUSINESSES:** If the Contractor intends to let any subcontracts for a portion of the work, the Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction and services. Affirmative steps shall consist of:
- a. Including qualified small, minority and women's businesses on solicitation lists;
 - b. Assuring that small, minority and women's businesses on solicited whenever they are potential sources;
 - c. Dividing total requirements when economically feasible;
 - d. Establishing delivery schedules where the requirements of the work permit, which will encourage participation by small, minority and women's businesses.
 - e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce;

- f. Requiring each party to a subcontract to take the affirmative steps of this section; and
 - g. Contractors are encouraged to procure goods and services from labor surplus area firms.
10. ANTI-KICKBACK: The Contractor shall comply with the Copeland Anti-Kickback Act (18 USC §874) as supplemented in Department of Labor regulations 929 CFR 3). This Act provides that each Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public facilities to give up any part of the compensation to which they are otherwise entitled. The Owner shall report all suspected or reported violations to FmHA.
11. VIOLATING FACILITIES: Where this contract exceeds \$100,000, the Contractor shall comply with all applicable standards, orders or requirements issued under the Clean Water Act (33 USC §1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR 15), which prohibit the awarding of non-exempt Federal contracts, grants or loans to facilities included on the EPS's list of violating facilities. The Contractor will report violations to the EPA.
12. STATE ENERGY POLICY: The Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency contained in the State Energy Conservation Plan shall be utilized.
13. Not used
14. NON-RESIDENT CONTRACTOR REGISTRATION: Any non-resident Contractor doing business in the State of Oklahoma shall register with the Oklahoma Tax Commission, the Oklahoma Employment Security Commission, the State Industrial Court and the County Assessor of each county in which contract work will be performed. This must be done prior to commencing work under the contract.
15. PAYMENT FOR MATERIAL STORED ON SITE: The following items will be required if the Contractor requests payment for material stored on the site (see Paragraph 19.b. of the General Conditions):
- a. Invoices, approved and initialed by the consulting engineer and the Owner, showing the quantity, size, cost, etc., of the material;
 - b. Payment will be made only for material stored in a location approved by the Owner. The storage area must provide adequate protection from the elements and the material must be stored so it can be promptly inspected. Material strung throughout the job site will not be considered properly stored.
 - c. The five percent retainer that applies to material installed will also apply to materials stored on the site;

- d. When payment for material stored on the site is received, a paid invoice for that payment from the supplier must be submitted to the Owner prior to the payment of the next partial pay estimate.

16. CHANGE ORDER APPROVAL: All change orders must be approved by the Owner.
17. FINAL INSPECTION: A final inspection will be made by the Owner before final payment is made. Final payment will not be made until the Owner certifies in writing that the construction has been completed as planned. If the Oklahoma State Department of Health has issued a permit and approved the plans and specifications on this project, they must concur in the final inspection.
18. PARTIAL OCCUPANCY AND USE: The Owner, upon advance written notification to the Contractor, shall have the right to occupy and use any completed or partially-completed portions of the project, regardless of the percentage of completion of the entire project, when such occupancy and use is to the Owner's best interest. Such partial occupancy and use shall be upon the following terms:
 - a. The engineer shall make an inspection of the portion or portions of the project concerned and report to the Owner his findings as to the acceptability and completeness of the work. The engineer's report shall include a list of items to be completed or corrected before final payment.
 - b. The Owner, upon acceptance of the engineer's report, shall give written notice to the Contractor of the Owner's intent to occupy and use said portions of the project. The Owner's notice shall include a copy of the engineer's report, shall clearly identify the portions of the project to be occupied and used and shall establish the date of said occupancy and use.
 - c. From the date thus established, the Owner shall assume all responsibilities for operation, maintenance and the furnishing of water, gas and electrical power for the portions of the project thus occupied and used. The Owner shall have the right to exclude the Contractor from those portions of the project but shall provide the Contractor with reasonable access to complete or correct necessary items of work.
 - d. The guarantee required by the General Conditions shall not begin until completion and final acceptance of the entire project except as to items of equipment specified, such as instrumentation, electrical and mechanical equipment, which are thus used by the Owner. For said equipment, the warranty shall start from the date established in the written notice from the Owner.

- e. Occupancy or use of any space in the project shall not constitute acceptance of work not performed in accordance with the contract or relieve the Contractor of liability to perform any work required by the contract but not completed at the time of said occupancy and use.
 - f. The Contractor shall not be held responsible for fair wear and tear or damage resulting from said occupancy except to the extent such damage is covered by the warranty.
 - g. The partial occupancy and use of any portion or portions of the project by the Owner shall not constitute grounds for claims by the Contractor for release of any amounts retained from payments under the provisions of the contract. The retained amounts will not be due until completion of the entire project for final acceptance and final payment as set forth in the General Conditions.
19. PERMITS REQUIRING TIME SCHEDULE: The Contractor shall be responsible for contacting all Federal, State, County or railroad personnel required to be contacted and as set forth in any permits with respect to time schedule before commencing any work for which a permit is required.
20. CLEAN-UP RELEASE: The Contractor shall secure a cleanup release satisfactory to the Owner from any Federal, State, county or railroad agency after the work for which a permit has been obtained has been completed.

SPECIAL CONDITIONS OF THE CONSTRUCTION CONTRACT

GENERAL/SPECIAL/SUPPLEMENTAL CONDITIONS: The General Conditions & Supplemental General Conditions (previous sections) shall govern and control the work to which they apply; however, since these SPECIFICATIONS are of a general nature, they may refer to work not found in this project. In case of conflict between the General Conditions and these Special Conditions, the Special Conditions shall govern. In case of conflict between these Special Conditions and the Special Provisions, the Special Provisions shall govern.

SECTION 101 DEFINITIONS AND TERMS

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

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

A.A.S.H.O.	American Association of State Highway Officials
A.A.S.H.T.O.	American Association of State Highway Traffic Officials
A.I.A.	American Institute of Architects
A.S.A.	American Standards Association
A.S.C.E.	American Society of Civil Engineers
A.S.T.M.	American Society of Testing & Materials
A.W.W.A.	American Water Works Association
O.D.O.T.	Oklahoma Department of Transportation
O.W.R.B.	Oklahoma Water Resources Board
O.D.E.Q.	Oklahoma Department of Environmental Quality

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

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

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

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

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

101.07 - TOWN: a municipal corporation, acting through its duly authorized officers or agents.

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

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

101.10 - CHANNEL: A natural or artificial water course.

101.11 - MAYOR: The Mayor of the Town of _____ as constituted by charter to administer the affairs of the Town of _____.

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

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

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

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

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

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

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

101.17 - CONTRACTOR: The individual, company, partnership or corporation contracting with the OWNER for performance of prescribed work.

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

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

101.20 - DEPARTMENT: The Public Works or Utility Department of the OWNER.

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

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

101.23 - ENGINEER: Engineer of Record or its assignee, is the duly authorized representative. For the purpose of this contract, this refers to the Owner's representative.

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

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

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

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

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

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

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

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

101.32 - OWNER:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

101.49 - SUPERSTRUCTURE: The entire structure except the substructure.

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

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

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

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

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

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS

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

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

102.03 - ISSUANCE OF PROPOSALS: The Owner reserves the right to disqualify or refuse to issue a proposal if a bidder is in default for any of the following reasons:

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

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

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

102.06 - PREPARATION AND SUBMISSION OF PROPOSAL: (1) The bidder shall submit his proposal upon the forms furnished in the specification documents. The bidder shall specify a unit price in words and figures for each pay item for which a quantity is given and shall also show the products of the respective unit prices and quantities written in figures in the column provided for that purpose and the total amount of the proposal obtained by adding the amounts of the several items. All the words and figures shall be in ink or typed. In case of a discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.

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

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

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

SIGNATURE OF PROPOSAL

CONTRACTS

STATUTORY BOND

IF A CORPORATION:

Title of officer signing, Secretary's attest and Seal should be shown.

IF A COMPANY:

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

IF A PARTNERSHIP:

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

IF AN INDIVIDUAL:

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

SUBMISSION OF PROPOSAL:

Addressing: Bids must be submitted in sealed envelopes addressed to the OWNER, and are to be filed with said Authority Secretary. The outside of the envelope shall contain the words SEALED BID and the name of the project.

102.07 - REFECTION OF PROPOSALS: Proposals containing any omission, alterations of form, additions or conditions not called for, conditional or alternate bids unless called for, or if they contain a clause in which the bidder reserves proposals otherwise regular which are not accompanied by a Proposal Guaranty will be considered irregular and may be rejected. The

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Owner reserves the right to waive technicalities as to change, alterations, or reservations and make the award in the best interest of the Owner.

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

102.09 - WITHDRAWAL OF PROPOSALS: Permission will not be granted to withdraw or modify a bid after it has been filed. Request for non-consideration of bids must be made in writing, addressed to the Owner, and filed with the Town Clerk before the expiration of the time limit for opening bids. After other bids are opened and read, the bid for which withdrawal is requested will be returned unopened.

102.10 - PUBLIC OPENING OF PROPOSALS: Proposals will be publicly opened and read on the date and at the hour and place set in the Notice to Bidders.

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

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

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

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

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

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

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

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

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

102.13 - CONTRACTOR AND HIS EMPLOYEES: The General Contractor and subcontractors employed upon the work shall and will be required to conform to the labor laws of the State of Oklahoma and the various acts amendatory and supplementary thereto, and to all laws, ordinances, and legal requirements applicable thereto. The contractor shall employ competent foremen, experienced mechanics, and others skilled in the several parts of the work given them to do, for performance of the work embraced in this contract; and shall promptly discharge any and all incompetent or otherwise unsatisfactory employees. Contractor's employees directly employed in performance of the work shall not be paid less than the prevailing minimum wage scale.

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

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

It is agreed that employees engaged on the subject contract shall be paid not less than the prevailing rate of wages for work of a similar character and not less than the prevailing hourly rate of wages for legal holiday and overtime work, the said prevailing hourly rate of wages to be as set forth in the current wage determination of the Commissioner of Labor of the State of Oklahoma as applicable to the project location. The bidder by signing his proposal agrees to pay the wages set forth therein. In any case where approved wage scales are not identical, the higher wage scale shall govern.

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

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

The contractor further agrees that it (and contractor's subcontractors, if any) will not fail or refuse to hire or discharge any individual, or otherwise discriminate against any individual with respect to this compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, age or national origin, and further agrees that it will not (nor will its subcontractors, if any) limit segregate or classify its employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, age, physical handicap or national origin. Contractor further agrees with the Owner that this contract may be terminated by the Owner in the event there shall be a violation of any of the

provisions of this paragraph, upon notice in writing given, and all monies to become due pursuant to any other provisions of this contract from the date of termination shall thereafter be forfeited the contractor being entitled only to monies expended and services performed up to and including the date of termination.

SECTION 103 AWARD AND EXECUTION OF CONTRACT

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

103.02 - AWARD OF CONTRACT: Award of contract will be made by the Owner, upon the recommendation of the Engineer to the lowest responsible bidder meeting the requirements of the Oklahoma "Public Competitive Bidding Act". The award of contracts involving the expenditure of federal funds is contingent on concurrence of the federal agency or any other agency whose funds are being used. The award, if made, will be within thirty (30) calendar days after the opening of proposals.

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

103.04 - RETURN OF PROPOSAL GUARANTIES: The guaranty deposited with bids will be returned to the bidders as soon as the contract is awarded, except the guaranty of the successful bidder, which will be returned after the contract is executed and bonds approved.

103.05 - INSURANCE AND BONDS: The successful bidder will be required to carry such compensation and public liability insurance as may be required under the laws of the State of Oklahoma, and shall execute and furnish a statutory surety bond guaranteeing that the contractor shall pay all indebtedness incurred for materials and labor furnished in the performance of the contract in a sum equal to one hundred percent (100%) of the contract price. The successful bidder shall furnish a performance surety bond in the amount of one hundred percent (100%) of the contract guaranteeing the proper and prompt completion of the work in accordance with the provisions of the contract and the plans and specifications. The successful bidder shall also furnish a maintenance bond in the amount of one hundred percent (100%) of the contract, guaranteeing public improvement projects for one (1) year against defective workmanship and materials.

The contractor (and any subcontractors) shall carry and keep in force during this contract, policies of public liability insurance, including any contractual liability assumed under this contract, in the minimum amounts set forth below, and workmen's compensation and employer's liability insurance in the amounts required by law. The contractor shall also furnish an Owner's

Protective Policy in the same amounts with the Owner as the named insured, issued by the same insurance company as the issuer of Contractor's Liability Coverage.

Public Liability, other than automobile:

Personal Injury, each person	\$500,000.00
Personal Injury, each accident	\$1,000,000.00
Property Damage, each person	\$200,000.00
Property Damage, each occurrence	\$200,000.00

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

Personal Injury, each person	\$200,000.00
Personal Injury, each accident	\$1,000,000.00
Property Damage, each accident	\$200,000.00

The policy shall provide a clause stating that it will not be canceled by the insurer without the insurer first giving the Owner fifteen (15) days written notice of cancellation. The contractor shall furnish the Owner an original and duplicate certificate of insurance at the time contracts are prepared.

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

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

SECTION 104 SCOPE OF WORK

104.01 - INTENT OF CONTRACT: The intent of the contract is to provide for the construction and completion in every detail of the work described. The contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract. Scope of work consists of furnishing of all materials, equipment, tools, labor, transportation and services necessary to

complete the construction as outlined herein and indicated on drawings. The complete installation shall not lack any part which can be reasonably implied as necessary to its proper function nor any subsidiary item which is customarily furnished.

There will be a preconstruction conference at a time specified to the Contractor after Notice of Award.

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

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

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

104.04 - MAINTENANCE OF TRAFFIC: The project, while undergoing improvements, shall be kept open to all traffic by the contractor unless approved otherwise. Temporary traffic control devices shall be furnished and maintained by the contractor. Methods of traffic control shall be submitted by the Contractor for approval. Street cuts shall be in accordance with transportation authorities' requirements. All street, highway, driveway cuts shall be properly protected by barricades, flashing traffic warning lights, etc. and shall be repaired and made passable as soon as possible after construction. Contractor shall maintain street/highway, driveway cuts in a passable and safe condition until the final wearing surface is installed.

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

104.06 - SITE MAINTENANCE: The work site shall be kept free from construction debris. At the end of each work shift, the site shall be policed for objectionable debris, which could be deposited off site by wind or storm runoff. Other materials for use in the construction of the

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project shall be maintained in orderly storage and protected from elements, which could hinder incorporation into the work.

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

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

SECTION 105 CONTROL OF WORK

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

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

105.02 - PLANS AND WORKING DRAWINGS: The Owner shall furnish the Contractor with three (3) 11x17 sets of Plans and Specifications at no cost to the Contractor. If additional sets are required, the Contractor will be required to pay the Engineer Forty Dollars (\$40.00) for each additional set. Plans will show details of all structures, lines, grades, typical cross sections of the

roadway, location and design of all structures. The contractor shall keep one set of plans available on the work at all times. The plans will be supplemented by such working drawings as are necessary to adequately control the work. Working drawings for structures shall be furnished by the contractor and shall consist of such detailed plans as may be required to adequately control the work and are not included in the plans furnished by the Owner. They shall include stress sheets, shop drawings, erection plans, false-work plans, cofferdam plans, bending diagrams for reinforcing steel or any other supplementary plans or similar data required of the contractor. All work drawings must be approved by the Engineer and such approval shall not operate to relieve the contractor of any of his responsibility under the contract for the successful completion of the work. The contract price will include the cost of furnishing all working drawings.

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

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

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

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

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

The Contractor, without extra charge, shall make such slight alterations as may be necessary to make adjustable parts fit the fixed or existing features, leaving all complete and in proper form when complete. The Contractor shall verify all dimensions given in the drawings, and shall report any error or inconsistency to the Engineer before commencing work.

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

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

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

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

The contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and duplication or rearrangement work may be reduced to a minimum and that services rendered by those parties will not be unnecessarily interrupted. The revision and crossings of the various types of lines shall be made as follows:

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

B. All overhead and buried telephone and electrical conduits and gas mains to be revised or crossed by the construction of this project shall be protected in accordance with the directions of the utility company owning the conduits and/or mains. The contractor shall notify the companies and obtain their permission before making any crossing or revisions. In the event lines other than those shown on the drawing are encountered, and in the opinion of the Engineer revision of the line is necessary for the construction of the project, the contractor will be reimbursed for the extra cost of the crossing or revision provided the utility can't fix the problem

themselves. Any overhead cables, buried cables, conduits or gas mains shown on plans and damaged by the contractor shall be repaired, at his expense, to the satisfaction of the Engineer and of the utility.

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

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

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

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

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

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

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

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

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

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

Inspectors or technicians employed by the Department will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of the contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the contractor.

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

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

Any work done or materials used without inspection by the Owner's representative may be ordered removed and replaced at the contractor's expense. The Engineer must be notified within twenty-four (24) hours before placement of any concrete, asphalt, or pipe and an inspector must be present during these operations.

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

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

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

Upon failure on the part of the contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer will have the authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs from any monies due or to become due to the contractor.

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

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

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

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

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

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

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

SECTION 106 CONTROL OF MATERIAL

106.01 - SOURCE OF SUPPLY AND QUALITY REQUIREMENTS: The materials used on the work shall meet all quality requirements of the contract. In order to expedite the inspection and testing of materials, the contractor shall notify the Engineer of his proposed sources of materials prior to delivery. At the option of the Engineer, materials may be approved at the source of supply before delivery is started. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the contractor shall furnish materials from other sources.

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

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

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

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

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

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

D. Adequate safety measures shall be provided and maintained.

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

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

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.01 - LAWS TO BE OBSERVED: The contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner may affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the Owner and its representatives against any claim or liability arising

from or based on the violation of any such law, ordinance, regulations, order, or decree, whether by himself or his employees.

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

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

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

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

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

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

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

SECTION 108 PROSECUTION AND PROGRESS

108.01 - ASSIGNMENT AND SUBLETTING OF CONTRACT:

A. The contractor shall give his personal attention to the fulfillment of this contract, and shall not let, assign, or transfer it or his right, title, or interest in or to the same or any part thereof, by attorney or otherwise, or sublet any part of the work to any other person without the previous consent of the Owner in writing.

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

108.02 - TIME AND PROGRESS:

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

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

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

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

E. Should the contractor be delayed in the final completion of the work by any act or neglect of the Owner or Engineer, or of any employees of either, or by strikes, injunctions, fire, or other cause or causes outside of and beyond the control of the contractor and which, in the opinion of the Engineer, could have been neither anticipated nor avoided, then an extension of time sufficient to compensate for the delay, as determined by the Engineer, shall be granted by the Owner, provided, however, that the contractor shall give the Owner and the Engineer notice in writing of the cause of the delay in each case within ten (10) days after the delay.

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

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

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

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

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

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

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

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

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

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

108.04 - LIMITATION OF OPERATIONS: The contractor shall conduct the work at all times in such a manner and sequence to the satisfaction of the Engineer. He shall not open up work to the prejudice or detriment of work already started. The Engineer may require the contractor to

SPECIAL CONDITIONS

finish a section on which work is in progress before work is started on any additional sections if the opening of such section is in the public interest or welfare.

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

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

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

SECTION 109 MEASUREMENT AND PAYMENT

109.01 - PAYMENT FOR CONTRACTOR'S PLANT AND MISCELLANEOUS ITEMS: For providing plant, tools, and equipment; for furnishing, erecting, maintaining and removing the

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construction plant, construction roads, camps, sanitary convenience, temporary water supply, dewatering and other temporary works; for furnishing insurance, bonds, drawings, records, payment of fees, defense of suits, and any all incidental requirements, whether or not they are enumerated in this paragraph, the contractor shall receive no direct payment. Compensation for them shall be considered as having been included in the prices stipulated for the bid items, the payment for which, calculated in the manner specified, shall constitute the total compensation due contractor for the performance of this contract.

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

109.03 - PAYMENTS: If the work is progressing in a satisfactory manner the Contractor shall prepare an estimate for partial payment, provided said payment is not less than \$1,000.00. An estimate for partial payment shall include items actually incorporated in the work. The Owner will retain five percent (5%) of the amount due for the duration of the project.

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

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

109.04 - EXTRA WORK:

A. When and as ordered in writing by the Engineer, the contractor shall do any work or furnish any materials which cannot reasonably be classified under any of the items of the contract but which may be found necessary in order to carry out and complete more fully the work herein agreed to be done and performed; and the contractor hereby agrees to accept, as full compensation for such extra work, lump sums or unit prices agreed upon in writing before said work is commenced.

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

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

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

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

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

judgements that might be rendered against the Owner in any suits and actions, together with such expenses or attorney's fees expended or incurred by the Owner in the defense thereof.

SPECIAL PROVISIONS

ARTICLE 1. PURPOSE

1.1 The purpose of these provisions is to provide for Water Treatment Plant Improvements Filter Media Replacement for City of Durant, Bryan County, Oklahoma. The CONTRACTOR is to provide all material and labor for construction and completion in every detail the work described.

ARTICLE 2. EXTRA WORK

1.1 The CONTRACTOR shall do any work or furnish any materials which cannot reasonably be classified under any of the items of the contract by which may be found necessary in order to carry out and complete more fully the work herein agreed to be done and performed, when and as ordered by the ENGINEER, following authorization by the OWNER in a formal, public meeting for the ENGINEER to issue such an order; and the CONTRACTOR hereby agrees to accept, as full compensation for such work, lump sum or unit prices agreed upon in writing before said work is commenced.

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

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

1.4 For the purpose of determining whether proposed extra work will be authorized or for determining the payment method for extra work, the CONTRACTOR shall submit to the ENGINEER, upon request, a detailed cost estimate for proposed extra work. The estimate shall show itemized quantities and charges for all elements of direct cost. Charges for the CONTRACTOR's and SUBCONTRACTOR's extra profit, extra general superintendent, extra field office expense, and extra overheads shall not be paid except as a percentage addition to the total estimated net cost. Unless otherwise agreed upon by the CONTRACTOR and the OWNER, such percentage additions shall be fifteen (15%) percent of the direct costs for the work performed by the CONTRACTOR's own forces or twenty (20%) percent of the direct costs for extra work performed by a SUBCONTRACTOR.

1.5 When payment for extra work is based on actual field cost, the CONTRACTOR will be paid for the actual field cost plus an allowance of fifteen (15%) percent if the extra work is performed by the CONTRACTOR's own forces or twenty (20%) percent if the extra work is

performed by the SUBCONTRACTOR. The allowance will be paid as full compensation for the CONTRACTOR's or SUBCONTRACTOR's extra profit, extra general superintendent, extra field office expense, extra overheads, and all other elements of extra cost not defined herein as actual field cost.

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

- (a) The actual payroll cost of all workers, such as laborers, mechanics craftsmen, and foremen.
- (b) The CONTRACTOR's or SUBCONTRACTOR's net cost for materials and supplies.
- (c) The actual net rental charge for vehicles and construction equipment not owned by the CONTRACTOR or SUBCONTRACTOR and not available from the equipment of CONTRACTOR or SUBCONTRACTOR; rental charges for Contractor-owned equipment shall be determined by 1.6.
- (d) The transportation charges for equipment.
- (e) The charges for extra power fuel, lubricants, water and special services.
- (f) The charges for extra payroll taxes, bond premiums and insurance premiums.

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

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

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

1.8 The CONTRACTOR shall file with the ENGINEER, certified lists in duplicate, of any equipment and the schedule of pay rates for common and semi-skilled labor and operators of various classes, which are intended to be used in performing the work covered by this Contract. These rates shall be subject to the approval of the ENGINEER. This information will be used by the ENGINEER for computation of Extra Work as mentioned above, however, if the CONTRACTOR fails to file these lists with the ENGINEER prior to starting any work covered

by Contract, then the ENGINEER's computation shall be based on average wages and rates paid on City work.

ARTICLE 3. CONTROL OF EQUIPMENT

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

ARTICLE 4. FIELD OFFICE

4.1 Field Office is not required on this project.

ARTICLE 5. PHOTOGRAPHS

5.1 Contractor shall document the condition of the project right of way and adjacent properties prior to commencement of construction. This documentation should consist of digital photographs and color video with date stamp. Contractor shall provide to Owner two copies of said documentation.

ARTICLE 6. ORDER OF WORK

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

ARTICLE 7. SPECIFICATIONS

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

ARTICLE 8. STORAGE AREAS

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

ARTICLE 9. SURVEYING

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

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

ARTICLE 10. MISCELLANEOUS

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

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

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

ARTICLE 11. MAINTENANCE AGREEMENT

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

SECTION 012001 MEASUREMENT AND PAYMENT

1.0 GENERAL

1.1 MEASUREMENT OF QUANTITIES

The determination of quantities of work acceptably completed under the terms of the contract or as directed by the Engineer, in writing, will be made by the Engineer, based on measurements taken by him or his assistants. The measurements will be taken according to United States Standard Measurements.

1.2 SCOPE OF PAYMENT

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

The payment of any current or partial estimate prior to final acceptance of the work by the Owner shall in no way constitute an acknowledgment of the acceptance of the work, nor in any way prejudice or affect the obligations of the Contractor to repair, correct, renew or replace at his expense any defects or imperfections in the construction of the work under this contract, and its appurtenances nor any damage to or attributable to such defects, which defects, imperfections, or damage shall have been discovered on or before the final inspection and acceptance of the work. The Engineer shall be the sole judge of such defects, imperfections, or damage and the Contractor shall be liable to the Owner for failure to correct the same as provided herein.

1.3 PAYMENTS WITHHELD

Should any defective work or materials be discovered or should a reasonable doubt arise as to the integrity of any part of the work completed prior to the final acceptance and payment, they will be deducted from the first estimate rendered after the discovery of such work an amount equal in value to defective or questioned work and this work will not be included in a subsequent estimate until the defects have been remedied or the cause for doubt removed.

1.4 ACCEPTANCE AND FINAL PAYMENT

Upon completion of any contract and before final acceptance, a final inspection must be made by Engineer to determine whether the work has been completed in accordance with the contract and specifications. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. When the work has been so completed and certified to the Owner, the work will be considered accepted and the final estimate shall be executed and submitted.

1.5 MEASUREMENT AND PAYMENT

1.5.1 Item 1 – Mobilization – This item includes mobilization, demobilization, bonds, and insurance. Mobilization shall be paid for on a lump sum basis in the following manner:

50% of the lump sum bid on first pay estimate after commencement of construction.
35% on pay estimate that indicates 50% completion of the work, not including allowances for stored materials.

15% on final pay estimate after completion and acceptance of project.

1.5.2 Item 2 – Construction Staking – This item includes providing a surveyor or competent personnel to provide detailed layout of Owner furnished easements and horizontal/vertical control of the construction. ODOT personnel will provide a one time right of way staking and vertical control benchmarks. Contractors personnel shall provide additional staking to insure that new construction is constructed to provide the required clearance and cover and within the Owner's easement.

1.5.3 Item 3 – Temporary Silt Fence – This item shall be paid for at the unit price bid for each linear foot of silt fence installed. Payment shall be full compensation for furnishing all materials, labor, & equipment to install, remove and maintain, silt removal, and incidentals to complete the work specified.

1.5.4 Item 4 – Clearing & Restoring of Right of Way – Payment for this item shall be paid at the unit price bid and measured per linear foot of right of way disturbed, measured along the centerline of the installed trenched pipeline. This item shall not be measured and paid for bored or directionally drilled pipeline. This item shall include clearing of trees, brush and other vegetation. This item shall include all labor, materials, equipment, personnel, and supplies necessary to clear and restore the construction limits; remove, reconstruct or replace all obstructions affected by the construction of the project, including but not limited to fences, retaining walls, patios, signs, mailboxes, landscaping, sidewalks, driveways, parking lots, curbs/gutters, shrubs, brush, trees, etc. This item shall also include removal and replacement and restoration of riprap erosion protection at drainage structures. All obstructions to be replaced or reconstructed shall be restored to substantially the same condition as existed prior to the construction or better. Additional payment shall be made for pavement removal and replacement ONLY if it is listed separately in the Bid Schedule. No additional payment shall be made for alterations of utility

mains, service lines or appurtenances unless specifically provided for elsewhere in the Contract Documents and Bid Schedule. This item shall be paid upon completion and acceptance of the right of way restoration. Any pavement replacement shall be in accordance with the Standard Details.

- 1.5.5 Item 5 – 24" 45° Ductile Iron Pipe Fittings, M.J. R.J., Installed** - Item shall be paid for at the unit price bid for each fitting of the type & size specified. Price bid shall include all costs for furnishing and installing fittings in accordance with the Contract Documents, manufacturer's recommendations and/or standard of practice. All fitting shall be ductile iron & poly wrapped unless noted otherwise. Fittings shall be mechanical joint utilizing restrained fittings unless noted otherwise. No additional payment shall be made for excavation, backfilling, compaction, testing, joint restraints & concrete blocking. Fittings in addition to those indicated in the contract documents shall only be installed after approval from the Owner/Engineer. Contractor shall utilize deflection of pipe joints, and minimize use of fittings where possible.

- 1.5.6 Item 6 - 24" Force Main Line, PVC AWWA C905 DR21** – Measurement for this item shall be made per linear foot of pipe furnished and installed of the size & type specified in the Bid Schedule or shown on the Drawings and placed as shown on the Drawings or approved by the Owner. This item is an estimated quantity to be determined in the field as approved by the Owner. Measurement dependent upon the final approved and installed measurement for the type of water lines. Item shall be measured as the horizontal length installed. No measurement for vertical piping shall be made.

Trenching, Backfilling and Compaction. No separate measurement will be made for trenching, backfilling and compacting for pressure pipe unless stated specifically in the Bid Schedule. Cost to be included in the cost bid for pipe installation. Standard Bedding Material will not be measured separately unless specified in the Bid Schedule.

Price bid shall include costs for shoring, supporting, repairing, or replacing utilities; protection of, repair or replacement of adjacent structures, dewatering, 12GA copper tracer wire, tracer wire connectors, detectable marking tape, bedding, backfill, disposal of excess soil/debris and other incidentals necessary for a complete installation. Price bid shall also include any costs associated with verifying the horizontal & vertical location, type, and size of existing utilities in advance of the construction.

The unit price bid shall be payment for all excavation, supporting, repairing, or replacing utilities; protection of, repair or replacement of adjacent structures; materials to include, pipe, testing and all other labor, materials, or equipment necessary to provide a completed installation.

- 1.5.7 Items 7 – 36" Welded Steel Casing by Jack and Bore** – This item shall be paid

for at the unit price per linear foot of horizontal bore & steel casing, with carrier pipe installed.

Price bid shall include costs for shoring, dewatering, bedding, backfill and other incidentals necessary for a complete installation. Price bid shall also include any costs associated with verifying the horizontal & vertical location, type, and size of existing utilities in advance of the construction. The unit price bid shall be payment for all the casing, entry and exit pits, jacking equipment, dewatering, backfill, compaction, all incidental labor excavation, supporting, repairing, or replacing utilities; protection of repair or replacement of adjacent structures; materials to include, casing pipe, vent pipe, casing seals, spacers, paint and all other labor, materials, or equipment necessary to provide a completed installation.

1.5.8 Items 8 - 2-Inch Comb. Air Release Valve & Vault – Item shall be paid for at the unit price bid for each valve of the type & size specified or indicated in the contract documents. No additional payment shall be made for excavation, backfilling, dewatering compaction or concrete blocking. Contractor shall provide air release valve, vault box, valve stem extensions, tracer wire, lid, concrete blocking, joint restraints, and bedding as required to provide a complete installation.

1.5.9 Item 9 - Remove & Replace Gravel Surfacing(Driveway) – Payment for surfacing, removal and replacement shall be at the unit price bid per square yard of surfacing and such payment shall be compensation in full for furnishing all materials, labor, equipment, tools and incidentals, and performing the work in accordance with the specifications.

The quantities shown on the Drawings are estimated quantities. The Pay Quantity will be based on actual length of surfacing disturbed, measured along centerline of pipe, multiplied by standard trench width for size of pipe specified plus 24”(refer to patching detail). Price bid shall include all labor, materials, equipment and incidentals required to remove and replace surfacing. No payment will be made for disposal of surfacing, temporary surfaces, excavation, preparation of subgrade, compaction backfill.

1.5.10 Item 10 – Environmental Protection & Site Management – Payment for this item shall include costs associated with maintenance & management of materials to mitigate siltation, and maintain a clean work zone both during and after work hours. Price bid shall include costs for labor, materials and equipment for erosion protection of spoil piles, cleaning of existing street to minimize tracking of silt/debris, installing silt barriers/bags at inlets in advance of rain events to prevent pollution, installing/maintaining silt dikes or silt fences to prevent off site silt transportation or contamination of streams. Contractor shall be responsible for preparing Stormwater Pollution Prevention Plans and submitting Stormwater Notice of Intent and Notice of Termination when required to comply with ODEQ stormwater requirements.

This item shall be paid for on a lump sum basis in the following manner:

MEASUREMENT AND PAYMENT

012001-4

15% on first pay estimate after construction commences.

35% on pay estimate that shows 50% completion of the work, not including allowances for stored materials.

25% on pay estimate that indicates 75% completion of the work, not including allowances for stored materials.

25% on final pay estimate.

1.5.11 Item 11 – Bypass Line, Line Stop, & Bypass Pump – The item shall be paid for in lump sum to drain approximately 500,000 gallons of liquid from existing line to make cut and connection to main within specified shutdown time on plans or by owner and directed and approved by the Engineer. Price bid shall include all services, bypass line and fittings, bypass blocking or thrust restraints, labor, generators, pumps, pumper trucks, valves, and taps to drain and/or dispose liquids from the existing force main. No separate measurement will be made for the trenching, right of way restoration, tracer wire, backfilling, excavation/compaction, cutting, temporary traffic control or plugging of existing lines, or fittings necessary to make connection

1.5.12 Item 12 – Connect to existing Force Main, include required pipe and bell RJ's as necessary and Mechanical Plug to abandon line – The item shall be paid for at the unit bid price to provide bell joint restraints at connection and mechanical plug and abandoning line as directed and approved by the Engineer. Price bid shall include furnishing and installation of all mechanically restrained joints, and incidentals necessary. All fitting shall be ductile iron & poly wrapped unless noted otherwise. Fittings shall be mechanical joint utilizing restrained fittings unless noted otherwise. No additional payment shall be made for excavation, backfilling, compaction, testing, joint restraints & concrete blocking. No separate measurement will be made for the trenching, right of way restoration, tracer wire, backfilling, excavation/compaction, cutting, or plugging of existing lines, or fittings necessary to make connection



The City of Durant

Solid Waste Landfill

Memorandum

Date: 10/30/2017
To: Utilities Authority
From: Zefe Laborico, Supervisor, Solid Waste Landfill
Re: Landfill Information and Reports - October 2017

Council Information / Action Requested

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

Description	Type	Upload Date
October 2017 DEQ Report	Cover Memo	11/1/2017
October 2017 Project schedule	Cover Memo	11/1/2017



MONTHLY REPORT FOR SOLID WASTE DISPOSAL FACILITIES

(Please see instructions prior to completing this form)

Due by the 10th of the month following the reporting month

Administrative Services
Accounts Receivable
P. O. Box 2036
Oklahoma City, OK 73101-2036

Report month/year: OCTOBER 2017

Facility Name: CITY OF DURANT C/D LANDFILL
Mailing Address: PO BOX 578
DURANT, OK 74702-0578

Permit Number: 3507001

Phone Number: 580-931-6606

Total # of Days open: 26

COMPLETE SECTIONS 5-10 ONLY IF SCALES GO DOWN

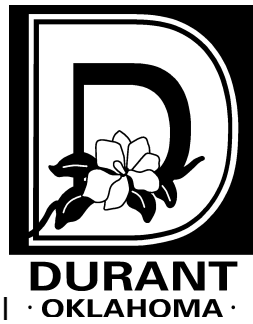
D A Y	(1) Total weight accepted (tons)	(2) Weight which is reused or recycled in accordance with facility permit (tons)	(3) Weight accepted from a DEQ approved emergency or special event (tons)	(4) Weight accepted from large industrial waste generators with DEQ exemption certificate (tons)	(5) Time scales placed out of service	(6) Time scales placed into service	(7) Total volume accepted (yd3)	(8) Volume which is reused or recycled in accordance with facility permit (yd3)	(9) Volume accepted from a DEQ approved emergency or special event (yd3)	(10) Volume accepted from large industrial waste generators with DEQ exemption certificate (yd3)
1	0									
2	63.91									
3	67.65									
4	43.37									
5	108.26									
6	99.3									
7	20.87									
8	0									
9	131.3									
10	42.67									
11	83.57									
12	90.78									
13	57.11									
14	9.15									
15	0									
16	61.89									
17	86.56									
18	62.24									
19	47.69									
20	46.03									
21	10.32									
22	0									
23	68.21									
24	55.96									
25	93.34									
26	67.18									
27	68.74									
28	14.29									
29	0									
30	55.18									
31	105.69									
Total	1661.26	0	0	0	0	0	0	0	0	0

I hereby certify that the information reported above is accurate and correct to the best of my knowledge and includes all solid waste received at this facility.

Signature of authorized agent: _____ Phone #: 580-924-8358 Date: 11/3/2016

e-mail address: zlaborico@durant.org

INSTRUCTIONS FOR COMPLETING THE MONTHLY REPORT FOR SOLID WASTE DISPOSAL FACILITIES



THE CITY OF DURANT

Office of the Solid Waste Superintendent

SOLID WASTE DISPOSAL PROJECTS SCHEDULE ***October 2017***

A. Work Completed for October:

1. Covered C & D Site
2. Hauled MSW To SORD
3. Worked on Multi-use building
4. picked up 364 rolloff's & 1 delivered
5. repaired & painted rolloff's

B. Work Planned For November:

1. Continue Covering C&D site
2. Have new C&D cell 10C inspected and approved
3. Haul MSW To SORD
4. Continue working on multi-use building
5. Continue Picking up, Delivering, Repairing & Painting Rolloffs

C. Work Planned For Jan. '17 – Dec. '17: Approx. Start – Finish Date:

1. Haul trash to Ardmore 1-2017 thru 12-2017

D. Projects Planned And Requested For Authorization:

1. None.



The City of Durant

Office of the Solid Waste Department

Memorandum

Date: 10/31/2017
To: Utilities Authority
From: Albert Pierce, Solid Waste Department
Superintendent
Re: Solid Waste Collection Monthly Report - October
2017

Council Information / Action Requested

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

Description	Type	Upload Date
October Monthly Report	Cover Memo	10/31/2017



THE CITY OF DURANT

Office of the Solid Waste Superintendent

SOLID WASTE PROJECTS SCHEDULE ***October 2017***

A. Work Completed:

1. Hauled 61.29 tons of extra hauling
2. Hauled 69 loads of extra hauling
3. Picked up and delivered 14 sharps
4. Helped with 1 abatement
5. Cleaned Sunny Side rd.
6. Refurbished 10 dumpsters
- 7.
- 8.

B. Work Planned For November

1. Refurbish. dumpsters
- 2.

C. Work Planned For Jan. '17 – Dec. 31-17

1. Pick up trash

D. Projects Planned And Requested For Authorization:

1. None.



The City of Durant

Office of City Clerk

Memorandum

Date: 10/27/2017
To: Utilities Authority
From: An-Chen Lai, City Treasurer
Re: Utility Billing Office Monthly Summary Report - September 2017

Utility Billing Office Monthly Summary Report - September 2017

Council Information / Action Requested

Information Only

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

Description	Type	Upload Date
Utility Billing Office Monthly Summary Report - September 2017	Exhibit	10/27/2017



Monthly Utility Billing,
Cash Collection,
And Consumption Summary

SEPTEMBER 2017

	WATER		SANITARY SEWER		SANITATION	
	Month	YTD	Month	YTD	Month	YTD
Number of Bills - Active Accounts	6780		5930		6025	
Total Revenue Billed	\$357,296.04	\$1,067,211.72	\$240,256.28	\$708,155.37	\$372,696.02	\$1,102,895.87
Adjustments in Dollar	(\$3,639.33)	(\$15,999.61)	(\$8,551.78)	(\$23,599.43)	(\$2,924.65)	(\$12,876.14)
TOTAL CASH RECEIPTS	\$367,279.77	\$862,690.05	\$190,102.29	\$552,172.40	\$310,403.11	\$861,223.69

CONSUMPTION IN GALLONS	963,040
------------------------	---------

NEW SERVICE APPLICATIONS	88
NUMBER OF WALK IN/PHONE APYMENTS	2,777
MAIL PAYMENTS	1,447
CREDIT CARD PAYMENTS	1,369
WEB PAYMENTS	866
DROP BOX PAYMENTS	514
BANK DRAFT PAYMENTS	701
CREDIT CARD DRAFT PAYMENTS	180
OTHERS	



The City of Durant

Office of the Wastewater Treatment Plant

Memorandum

Date: 11/1/2017
To: Utilities Authority
From: Terry Condor, Waste Water Treatment Plant Superintendent
Re: Waste Water Treatment Plant and Lab Report - October 2017

Council Information / Action Requested

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

Description	Type	Upload Date
PROJECT SCHEDULE NOV2017	Cover Memo	11/1/2017
OCT MOR 2017	Cover Memo	11/1/2017
SLUDGE REPORT	Cover Memo	11/1/2017
LAB REPORT	Cover Memo	11/1/2017



The City of Durant

Office of the Wastewater Treatment Plant

PROJECTS SCHEDULE

A: WORK COMPLETED IN OCTOBER 2017

- 1: MONITORING OF SBR SE VALVES TO DETERMINE FURTHER FAILURES (on going)
- 2: CLEAN CLARIFIER WEIRS 10/30/17
- 3: CLEAN BLEND TANK MIXER 10/30/17
- 4: CLEAN EFFLUENT PUMP STATION (NOT NEEDED)
- 5: CLEAN RAW WATER PUMP STATION (NOT NEEDED)
- 6: CLEAN SCUM PUMP STATION 10/12/17
- 7: CLEAN DRAIN LIFT STATION 10/12/17
- 8: CK TORQUE & OVERLOAD & GREASE CHAIN ON CLARIFIER 10/12/17
- 9: CALIBRATE DISCHARGE DO & PH METER 10/12/17
- 10: CHECK CALIBRATION OF DISCHARGE FLOW METER 10/11/17
- 11: RESET SBR PLC (NOT NEEDED)
- 12: WASH DOWN STEP SCREEN 10/19/17
- 13: CLEAN UV TROUGHS AND FLUME 10/12/17
- 14: CHECK ELECTRIC MANHOLES (NOT NEEDED)
- 15: CLEAN OUT BUILDINGS 10/6/17
- 16: MANUALLY CHECK U.V. BULBS 10/19/17
- 17: WASH DOWN CASINO STEPSCREEN 10/10/17
- 18: CHECK ALL AUTOMATIC VALVES (OK)
- 19: VEHICLE INSPECTION 10/24/17
- 20: WALK-THRU INSPECTION 10/2/17
- 21: CLEAN ALL PLC's (NOT NEEDED)
- 22: CLEAN D.O. METERS (NOT NEEDED)
- 23: CHECK CLARIFIER OIL WEEKLY 10/9/17, 10/25/17
- 24: INSTALL DO ANALYZER 10/11/17
- 25: CALIBRATE FLOWMETER 10/11/17
- 26: CHANGED SLUDGE PUMP THICKENER PUMP MOTOR IN GBT 10/31/17

TREATED 60.076 MG OF WASTEWATER
PROCESSED 1.109513 MG OF TREATED SLUDGE

B: WORK PLANNED FOR NOVEMBER 2017

- 1: MONITORING OF SBR SE VALVES TO DETERMINE FURTHER FAILURES (on going)
- 2: CLEAN CLARIFIER WEIRS
- 3: CLEAN BLEND TANK MIXER
- 4: CLEAN EFFLUENT PUMP STATION
- 5: CLEAN RAW WATER PUMP STATION
- 6: CLEAN SCUM PUMP STATION
- 7: CLEAN DRAIN LIFT STATION
- 8: CK TORQUE & OVERLOAD & GREASE CHAIN ON CLARIFIER
- 9: CALIBRATE DISCHARGE DO & PH METER
- 10: CHECK CALIBRATION OF DISCHARGE FLOW METER
- 11: RESET SBR PLC
- 12: WASH DOWN STEP SCREEN
- 13: CLEAN UV TROUGHS AND FLUME
- 14: CHECK ELECTRIC MANHOLES
- 15: CLEAN OUT BUILDINGS
- 16: MANUALLY CHECK U.V. BULBS
- 17: WASH DOWN CASINO STEPSCREEN
- 18: CHECK ALL AUTOMATIC VALVES
- 19: VEHICLE INSPECTION
- 20: WALK-THRU INSPECTION
- 21: CLEAN ALL PLC's
- 22: CLEAN D.O. METERS
- 23: CHECK CLARIFIER OIL WEEKLY
- 24: INSTALL VFD PUMP FOR GBT

CITY OF DURANT WASTEWATER TREATMENT PLANT MONTHLY OPERATION REPORT

MONTH OF

October 2017

DAY	DATE	WEATHER		FLOW		PUMPS		INFLUENT DATA				SLUDGE		SBR DATA				DMR					Effluent	Visible Foam or Floating Solids in Discharge/ Comments:			
		RAINFALL (in.)	Lo AIR TEMP	INFLUENT (MGD)	EFFLUENT (MGD)	RAW PUMP ONLINE	EFFLUENT PUMP ONLINE	pH	SETTLABLE SOLIDS ml / L	Head work's BOD ₅	Over the Weirs BOD ₅	TSS	FEED SLUDGE (GPD)	GBT ONLINE	REACTOR #1 SETTLEABILITY	REACTOR #2 SETTLEABILITY	REACTOR #3 SETTLEABILITY	REACTOR #4 SETTLEABILITY	D.O. mg/L	pH	TSS mg/L	AMMONIA mg/L			CBOD ₅	FECAL COLIFORM #cfu/100ml	Bis(2-Ethylhexyl)phthalate UG/L
S	10/1/17			2.0	1.8	1	4						20476						7.7	7.5							
M	10/2/17		66	2.1	1.9	1	4	7.3	15				20196	53336	750	750	700	450	7.7	7.5							N/D
T	10/3/17	1.05	73	2.2	2.0	1	4	7.3	1				24459	50251	700	700	650	400	7.4	7.5							N/D
W	10/4/17		74	2.3	2.0	1	4	7.1	4	85.4	91.1	36	20416	53305	750	800	700	500	7.0	7.4	3.1	0.2	2.5				N/D
T	10/5/17		68	2.0	1.8	1	4	7.2	4				20236	50118					7.2	7.4							N/D
F	10/6/17		67	2.0	1.8	1	4	7.2	7				20925	53293					7.2	7.2							N/D
S	10/7/17			2.0	1.7	1	4						19300						7.2	7.4							N/D
S	10/8/17			2.0	1.8	1	4						20467						7.1	7.4							N/D
M	10/9/17		66	2.2	1.9	1	4	7.3	10				20670	54373	800	800	600	550	7.0	7.4							N/D
T	10/10/17	.54	54	2.1	1.9	1	4	7.1	8				20577	54212	900	900	650	650	7.0	7.5							N/D
W	10/11/17		44	2.1	2.1	1	4	7.0	10	10.8	12.8	32	26381	53777	900	950	600	650	7.2	7.5	2.5	0.2	2.0				N/D
T	10/12/17		54	2.1	1.8	1	4	7.2	8				21256	54328					7.6	7.5							N/D
F	10/13/17		64	2.0	1.9	1	4	6.7	20				20430	54260					7.5	7.4							N/D
S	10/14/17			2.0	1.8	1	4						20579						6.6	7.6							N/D
S	10/15/17	.97		2.1	1.9	1	4						19606						6.6	7.6							N/D
M	10/16/17		45	2.0	1.8	1	4	7.1	7				20376	54306	900	900	750	800	6.6	7.5							N/D
T	10/17/17		42	1.8	1.8	1	4	7.1	8				21177	54241	850	850	700	700	6.6	7.5							N/D
W	10/18/17		46	1.9	1.7	1	4	7.1	3	16.2	13.2	186	23926	54340	900	850	700	750	7.3	7.6	2.5	0.6	2.0				N/D
T	10/19/17		50	1.8	1.6	1	4	6.9	5				20012	45549					7.1	7.5							N/D
F	10/20/17		57	1.9	1.7	1	4	7.0	7				19809	46400					7.4	7.6							N/D
S	10/21/17			2.1	1.9	1	4						20483						7.7	7.6							N/D
S	10/22/17	1.35		2.0	1.9	1	4						20577						7.8	7.7							N/D
M	10/23/17		45	2.0	1.8	3	4	7.0	40				19464	46500	900	900	700	750	7.8	7.7							N/D
T	10/24/17		46	2.0	1.8	1	4	7.1	3				20490	38120	900	900	880	750	7.7	7.7							N/D
W	10/25/17		40	2.1	1.7	1	4	7.2	5	11.5	12.5	64	20246	47200	900	900	850	750	6.8	7.5	17.7	0.3	2.9				N/D
T	10/26/17		49	2.0	1.8	1	4	7.1	5				20077	46291					7.0	7.5							N/D
F	10/27/17		45	1.8	1.7	1	4	7.2	40				19813	46037					7.1	7.6							N/D
S	10/28/17			1.8	1.6	1	4	7.0	12				20477						7.2	7.6							N/D
S	10/29/17			1.8	1.6	1	4	7.0	12				20222						7.2	7.6							N/D
M	10/30/17		42	1.9	1.7	1	4	7.0	12				19328	48371	900	950	900	800	7.1	7.6							N/D
T	10/31/17		44	1.9	1.9	1	4	7.0	15				20468	50700	700	900	850	850	7.2	7.6							N/D

Process Water and Sludge Flow Report

October 2017

Date	Influent Flow (MG)	Drain Lift Station Flow (MG)	Casino Lift Station Flow (MG)	Combined Infl (MG)	Effluent Flow (MG)	GBT #1 Flow (KG)	GBT #2 Flow (KG)	Sludge Flow Digester #1 (KG)	Sludge Flow Digester #2 (KG)
10/1/2017	1.781	0.024	0.244	2.049	1.817	0.000	0.000	10.134	10.342
10/2/2017	1.816	0.071	0.199	2.086	1.875	53.336	0.000	10.075	10.121
10/3/2017	1.943	0.070	0.202	2.215	2.037	50.251	0.000	10.447	14.012
10/4/2017	2.000	0.079	0.204	2.283	2.021	53.305	0.000	10.071	10.345
10/5/2017	1.739	0.059	0.247	2.045	1.837	50.118	0.000	10.687	10.249
10/6/2017	1.698	0.073	0.268	2.040	1.816	53.293	0.000	10.705	10.220
10/7/2017	1.626	0.025	0.330	1.981	1.737	0.000	0.000	9.527	9.773
10/8/2017	1.763	0.030	0.248	2.040	1.808	0.000	0.000	10.122	10.345
10/9/2017	1.835	0.078	0.238	2.151	1.856	54.373	0.000	10.298	10.372
10/10/2017	1.843	0.059	0.202	2.104	1.850	54.212	0.000	10.043	10.474
10/11/2017	1.801	0.073	0.222	2.096	2.099	53.777	0.000	10.047	10.334
10/12/2017	1.775	0.074	0.225	2.075	1.834	54.328	0.000	10.489	10.767
10/13/2017	1.663	0.072	0.314	2.049	1.865	54.260	0.000	10.091	10.339
10/14/2017	1.645	0.029	0.338	2.012	1.776	0.000	0.000	10.233	10.346
10/15/2017	1.645	0.029	0.338	2.012	1.776	0.000	0.000	10.233	10.346
10/16/2017	1.780	0.068	0.223	2.071	1.757	54.306	0.000	10.130	10.246
10/17/2017	1.471	0.068	0.225	1.764	1.805	54.241	0.000	10.158	11.019
10/18/2017	1.615	0.069	0.229	1.913	1.673	54.340	0.000	11.799	12.127
10/19/2017	1.558	0.062	0.204	1.824	1.626	45.549	0.000	9.831	10.181
10/20/2017	1.545	0.066	0.268	1.879	1.693	46.400	0.000	9.784	10.025
10/21/2017	1.731	0.010	0.343	2.085	1.886	0.000	0.000	10.116	10.367
10/22/2017	1.686	0.026	0.263	1.975	1.917	0.000	0.000	10.111	10.466
10/23/2017	1.772	0.086	0.202	0.000	1.810	46.521	0.000	9.594	9.870
10/24/2017	1.820	0.057	0.179	2.057	1.797	38.120	0.000	10.143	10.347
10/25/2017	1.831	0.067	0.181	2.078	1.686	47.200	0.000	9.985	10.261
10/26/2017	1.734	0.064	0.205	2.003	1.789	46.291	0.000	9.680	10.397
10/27/2017	1.530	0.058	0.246	1.834	1.706	46.037	0.000	10.038	9.775
10/28/2017	1.501	0.025	0.268	1.794	1.567	0.091	0.000	10.136	10.341
10/29/2017	1.501	0.025	0.268	1.794	1.567	0.091	0.000	10.136	10.341
10/30/2017	1.672	0.058	0.183	1.913	1.652	48.371	0.000	9.465	9.863

Wednesday, November 01, 2017

10/31/2017	1.611	0.063	0.181	1.855	1.892	50.701	0.000	10.126	10.342
Sum	52.932	1.716	7.487	60.076	55.826	1109.513	0.000	314.437	324.352
Avg	1.707	0.055	0.242	1.938	1.801	35.791	0.000	10.143	10.463
Min	1.471	0.010	0.179	0.000	1.567	0.000	0.000	9.465	9.773
Max	2.000	0.086	0.343	2.283	2.099	54.373	0.000	11.799	14.012



THE CITY OF DURANT

Office of the Wastewater Treatment Plant

Lab Report

10/1/17 to 10/30/17

Tests Processed

<u>87</u>	Bac-t's
<u>84</u>	BOD's
<u>20</u>	TSS's
<u>27</u>	NH3's
<u>0</u>	DO's
<u>37</u>	Ph's
<u>0</u>	Fecal Coliforms (May 1 st – Sept. 30 th)
<u>0</u>	FOG's

Work Projects

- Data entry
- Reports (water test results), Make copies and envelope
- Purchase Orders, copy, file
- Equipment calibrations and maintenance
- Sampling and process readings
- Quality Assurance, Quality Control tests
- Laboratory Testing
- Filing
- Daily/Weekly laboratory and WWTP building cleaning
- Monthly, Quarterly, Bi-annual, Yearly reports
- Ordering Lab chemicals and supplies
- Water Billing
- Storm water monitoring
- Pretreatment



The City of Durant

Office of the Water and Sewer Maintenance Department

Memorandum

Date: 11/2/2017
To: Utilities Authority
From: Jay Neal, Supervisor, Water and Sewer Line Maintenance
Department
Re: Water and Sewer Line Maintenance Monthly Report - October
2017

-
1. Continued progress on the CMC Expansion to Parkland. Coordinating with Street Department on follow-up road repairs once expansion is complete.
 2. Exploring options for the upgrade of the Mooney Lift Station to meet area expansion needs
 3. Prioritizing leaks by water loss to increase revenue gains and to meet current staffing

Council Information / Action Requested

Information only.

City Staff Information / Action Follow-up, if Council authorizes this action:



The City of Durant

Office of the Water Treatment Plant

Memorandum

Date: 11/3/2017
To: Utilities Authority
From: Phillip Hightower
Re: Water Treatment Plant Monthly Reports - October 2017

Council Information / Action Requested

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

Description	Type	Upload Date
October MOR # 1	Cover Memo	11/3/2017
October MOR #2	Cover Memo	11/3/2017
October CLO2 and Chlorites	Cover Memo	11/3/2017
October Maintance Report	Cover Memo	11/3/2017

Mail **original** before the 10th of the following month
to the Department of Environmental Quality, Water Quality Division
P. O. Box 1677, Oklahoma City, OK 73101-1677

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY
MONTHLY OPERATIONAL REPORT
WATER TREATMENT PLANTS

Plant: Durant Water Treatment F
PWSID: 1010601
Month: October 2017
Population: 19,491

Durant City Utilities Authority

PO Box 578

Durant OK

74702

System

Address

City

ZIP

DAY	WATER TREATED	FILTER OPERATION								WASH WATER IN 1000 GALS.	CHEMICALS USED-LBS.										ALKALINITY						pH			CaCO3 STABILITY Method:	HARDNESS		Chlorite residual	Chlorite lbs/day	REMARKS				
		FILTERS USED-HOURS									ALUM	LIME	POLYMER Name:	CARBON NAOH	OTHER Name: NH2SIF6	OTHER Name: copper sul	CHLORINE		"P"		TOTAL AM		CLO2 Residual		TOTAL PM		AM PM				AM	FILT							
		1	2	3	4	5	6	7	8								PRE	POST	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW			FILT				RAW	FILT	RAW	FILT
1	4,873	24	23	23	24	24	24	24	24	70	1700	0	50	0	0	0	0	60	90			248	222		0.14	248	220	8.1	7.4	7.3	222	266	250	0.76	300				
2	4,758	24	24	24	24	24	24	24	23	80	2100	0	50	0	0	0	0	40	60			268	226		0.1	248	226	8	7.6	7.8	222	258	260	0.71	300				
3	4,512	23	24	24	23	24	24	24	24	70	1500	0	50	0	0	0	0	60	100			272	234		0.18	260	228	8.2	7.7	7.5	222	252	258	0.8	300				
4	4,425	24	24	24	24	23	23	24	24	70	2200	0	50	0	0	0	0	70	100			244	228		0.14	246	224	7.8	7.6	7.4	228	266	280	0.71	300				
5	4,777	24	23	23	24	24	24	24	24	70	1700	0	50	0	0	0	0	0	110			244	228		0.24	240	222	8	7.5	7.5	220	258	242	0.71	300				
6	4,734	24	24	24	24	24	24	23	23	80	1800	0	50	0	0	0	0	0	120			244	222		0.12	220	232	8.2	7.8	7.5	224	236	250	0.71	300				
7	5,211	23	24	24	23	24	24	24	24	70	2200	0	50	0	0	0	0	0	150			252	212		0.11	232	230	8.1	7.7	7.7	226	246	252	0.85	340				
8	5,207	24	24	24	24	23	23	24	24	75	1800	0	50	0	0	0	0	0	120			242	212		0.13	234	218	8.1	7.6	7.6	212	248	224	0.85	300				
9	4,758	24	23	23	24	24	24	24	24	72	1700	0	50	0	0	0	0	0	120			244	224		0.13	236	218	8	7.3	7.6	212	254	250	0.85	300				
10	4,794	24	24	24	24	24	24	23	23	80	1900	0	50	0	0	0	0	0	190			232	216		0.14	236	218	7.7	7.5	7.4	226	232	230	0.95	300				
11	4,756	23	24	24	23	24	24	24	24	70	1800	0	50	0	0	0	0	0	130			236	212		0.14	246	224	7.6	7.4	7.3	232	226	236	0.61	300				
12	4,778	24	24	24	24	23	23	24	24	70	1700	0	50	0	0	0	0	0	120			250	250		0.12	224	228	7.7	7.1	7.5	224	250	250	0.9	300				
13	4,438	24	23	23	24	24	24	24	24	80	1600	0	50	0	0	0	0	0	100			248	222		0.22	242	228	8	7.3	7.6	234	252	250	0.8	270				
14	4,341	24	24	24	24	24	24	23	23	80	1600	0	50	0	0	0	0	0	120			250	224		0.13	242	232	8.1	7.4	7.6	210	248	244	0.8	270				
15	4,391	23	24	24	23	24	24	24	24	70	1600	0	50	0	0	0	0	40	100			238	216		0.12	234	216	7.9	7.3	7.5	216	270	262	0.85	270				
16	4,745	24	24	24	24	23	23	24	24	70	1600	0	50	0	0	0	0	40	120			248	222		0.1	258	228	7.7	7.1	7.4	232	262	242	0.8	300				
17	4,799	24	23	23	24	24	24	24	24	70	1500	0	50	0	0	0	0	40	100			260	230		0.11	256	226	8	7.3	7.5	230	270	254	0.71	300				
18	4,794	24	24	24	24	24	24	23	23	80	1700	0	50	0	0	0	0	60	140			260	234		0.11	258	228	8	7.3	7.3	230	270	256	0.61	300				
19	4,801	23	24	24	23	24	24	24	24	70	1400	0	50	0	0	0	0	60	120			260	236		0.18	246	218	8	7.3	7.5	236	270	266	0.66	320				
20	4,340	24	24	24	24	23	23	24	24	70	1400	0	50	0	0	0	0	40	80			248	230		0.12	248	238	8.1	7.5	7.6	234	274	262	0.71	280				
21	4,372	24	23	23	24	24	24	24	24	80	1600	0	50	0	0	0	0	40	90			258	228		0.15	250	226	8.2	7.7	7.5	228	264	260	0.66	280				
22	3,959	24	24	24	24	24	24	23	23	80	1500	0	50	0	0	0	0	50	80			234	230		0.12	240	224	8	7.5	7.8	230	240	252	0.71	280				
23	4,070	23	23	24	23	24	24	24	24	110	1800	0	50	0	0	0	0	50	90			242	224		0.12	236	230	7.9	7.4	7.5	240	252	266	0.71	260				
24	4,220	24	24	24	24	23	23	24	24	70	1800	0	50	0	0	0	0	50	50			240	210		0.11	250	216	8	7.4	7.4	220	262	258	0.71	260				
25	4,388	24	23	23	24	24	24	24	24	60	1400	0	50	0	0	0	0	50	50			260	224		0.09	262	228	8.1	7.3	7.5	220	262	244	0.71	260				
26	4,438	24	24	24	24	24	24	23	23	80	1800	0	50	0	0	0	0	60	80			264	236		0.13	242	218	7.8	6.9	7.2	238	276	254	0.71	300				
27	4,587	23	24	24	23	24	24	24	24	70	1700	0	50	0	0	0	0	60	80			264	226		0.17	240	230	7.8	7.1	7.4	230	278	274	0.8	300				
28	4,590	24	24	24	24	23	23	24	24	72	1700	0	50	0	0	0	0	40	80			266	242		0.15	256	224	7.8	7.2	7.8	242	276	266	0.71	300				
29	4,447	24	23	23	24	24	24	24	24	70	1900	0	50	0	0	0	0	40	60			268	246		0.13	260	234	8	7.3	7.5	250	276	268	0.66	300				
30	3,997	24	24	24	24	23	23	23	23	140	1400	0	50	0	0	0	0	40	80			272	250		0.13	246	234	8	7.4	7.6	252	278	266	0.71	260				
31	3,987	23	24	24	23	24	24	24	24	70	2700	0	50	0	0	0	0	50	50			260	240		0.14	266	236	8	7.5	7.4	234	292	278	0.61	260				
TOT	141287	736	736	736	736	736	736	736	736	2369	53800		1550					1040	3080			7816	7056		4.22	7602	7002	247	229	233	7076	8064	7904	23.05	9010				
Avg	4558	24	24	24	24	24	24	24	24	76	1735		50.00					34	99			252	228		0	245	226	8.0	7.4	7.5	228.3	260	255	0.744	#####				

Power Costs	\$26,747.59
Labor Costs	\$30,110.25
Chemicals	\$13,557.29
Supplies	\$187.62
Repairs	\$1,530.59
TOTAL	\$72,133.34

Cost per thousand Gallons \$ 0.51

Ave. Rate of Wash (Vert. in/min.)

Ave Wash Period (Minutes)

% Wash Water Used 1.68%

Ave. Head Loss for Washing

I hereby certify the above to be correct
to the best of my knowledge.

Signed

Title

DEQ Form # 630-577A
Revised 9/1/2000

Oper. Cert. No. B 90404

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY
MONTHLY OPERATIONAL REPORT
WATER TREATMENT PLANTS

Durant City Utilities Authority
System

PO Box 578
Address

Durant
City

74702
ZIP

Plant: Durant Water Treatment Plant
PWSID: 1010601
Month: October 2017
Population: 19,491

- ☒ Rapid Rate Filter
☐ Slow Sand Filter

No. OF
SAMPLES % OF TOTAL
SAMPLES

TURBIDITY GREATER THAN 0.5 NTU:	0	0%	◀
TURBIDITY GREATER THAN 0.3 NTU:	0	0%	◀
TURBIDITY GREATER THAN 0.1 NTU:	0	0%	

TOTAL NO. OF TURBIDITY ANALYSES:	186
----------------------------------	-----

HIGHEST TURBIDITY READING	0.09	◀
NUMBER OF SAMPLES > 1 NTU	0	◀
NUMBER OF SAMPLES > 5 NTU	0	◀
95TH PERCENTILE OF FINISHED WATER TURBIDITY	0.07	◀ NOT REQUIRED
95TH PERCENTILE OF SETTLED WATER TURBIDITY	2.90	◀ NOT REQUIRED
CHLORINE RESIDUAL < 1.0 mg/l LEAVING PLANT (# Samples)		

INDIVIDUAL FILTER TURBIDITY CHECKLIST

1. IS TURBIDITY FROM EACH INDIVIDUAL FILTER RECORDED EVERY 15 MINUTES? ☒ Yes ☐ No
2. DID ANY SINGLE FILTER EXCEED 2.0 NTU IN TWO CONSECUTIVE 15 MINUTE PERIODS?
☒ No, Go to Question 3.
☐ Yes, What date was the filter profile completed?
- DID THIS SAME FILTER EXCEED 2.0 NTU IN 2 CONSECUTIVE 15-MIN PERIODS DURING THE LAST MONTH?
☐ No, Go to Question 3.
☐ Yes, Schedule Comprehensive Perfomance Evaluation (CPE) with DEQ.
3. DID ANY SINGLE FILTER EXCEED 1.0 NTU IN TWO CONSECUTIVE 15 MINUTE PERIODS?
☒ No, Go to Question 4.
☐ Yes, What date was the filter profile completed?
- DID THIS SAME FILTER EXCEED 1.0 NTU IN 2 CONSECUTIVE 15-MIN PERIODS DURING THE LAST 2 MONTHS?
☐ No, Go to Question 4.
☐ Yes, What date was the filter self-assessment completed?
4. DID ANY SINGLE FILTER EXCEED 0.5 NTU IN 2 CONSECUTIVE 15-MIN PERIODS AT THE END OF 4 HRS OF OPERATION?
☒ No, You are finished with the checklist.
☐ Yes, What date was the filter profile completed?

* IF ANY OF QUESTIONS 2 THROUGH 4 ARE CHECKED "YES", YOU MUST

COMPLETE THE TURBIDITY TRIGGER EVALUATION FORM AND ATTACH TO THIS MOR.

DAY	TURBIDITY									RESIDUAL DISINFECTANT								COMMENTS
	RAW	SET	SET	2400-0400	0400-0800	0800-1200	1200-1600	1600-2000	2000-2400	ENTRY POINT TO DISTRIBUTION						DISTRIBUTION		
										12am	4am	8am	12pm	4pm	8pm	SYSTEM		
1	25.54	2.9	2.6	0.08	0.04	0.04	0.04	0.04	0.04	2.63	2.46	2.55	2.46	2.35	2.20	2.14	1.20	
2	12.83	1.6	2.7	0.04	0.04	0.04	0.04	0.04	0.04	2.23	2.37	2.37	1.98	1.68	1.68	1.10	1.17	
3	11.48	2.1	2.2	0.04	0.04	0.08	0.04	0.04	0.04	1.94	2.06	2.04	2.20	2.36	2.31	1.89	1.75	
4	9.61	1.9	2.9	0.04	0.04	0.05	0.04	0.04	0.04	2.31	2.43	2.39	2.54	2.32	2.26	1.64	1.62	
5	12.11	1.7	3.1	0.07	0.04	0.04	0.04	0.04	0.04	2.29	2.41	2.39	2.55	2.33	2.30	1.59	2.27	
6	10.94	1.4	2.3	0.04	0.05	0.05	0.04	0.05	0.04	2.43	2.39	2.36	2.37	2.16	2.12	1.70	2.32	
7	10.00	1.7	2.3	0.08	0.05	0.05	0.05	0.05	0.05	2.19	2.19	2.16	2.17	2.13	2.15	1.81	1.95	
8	12.52	2.1	3.3	0.05	0.05	0.05	0.05	0.05	0.05	2.43	2.42	2.40	2.52	2.47	2.23	2.13	1.61	
9	7.31	2.5	2.6	0.05	0.06	0.05	0.05	0.05	0.05	2.22	2.15	2.17	2.22	2.21	2.21	1.58	2.12	
10	6.78	2	2.2	0.05	0.05	0.05	0.05	0.05	0.06	2.22	2.44	2.35	2.32	2.28	2.23	1.62	1.75	
11	7.50	1.9	2.1	0.06	0.06	0.09	0.06	0.06	0.06	2.23	2.29	2.24	2.32	2.25	2.22	1.54	1.65	
12	5.13	1.5	2.1	0.06	0.06	0.06	0.04	0.04	0.04	2.23	2.39	2.37	2.31	2.23	2.17	1.63	1.62	
13	5.56	1.3	2.2	0.04	0.04	0.04	0.04	0.04	0.04	2.34	2.35	2.45	2.38	2.29	2.37	1.67	1.65	
14	5.88	1.4	2.3	0.04	0.07	0.05	0.04	0.04	0.04	2.37	2.63	2.60	2.40	2.37	2.35	1.68	2.33	
15	7.87	1.8	2.1	0.07	0.04	0.04	0.04	0.04	0.04	2.35	2.38	2.36	2.48	2.32	2.11	1.80	2.22	
16	8.63	1.6	1.9	0.07	0.04	0.04	0.04	0.04	0.04	2.22	2.53	2.48	2.51	2.51	2.45	2.09	1.86	
17	5.58	1.3	2.2	0.04	0.04	0.03	0.03	0.03	0.03	2.48	2.65	2.66	2.66	2.62	2.61	1.76	1.90	
18	3.79	1.1	2.1	0.04	0.04	0.03	0.03	0.03	0.03	2.65	2.84	2.75	2.75	2.65	2.66	1.93	2.02	
19	3.65	0.8	2.2	0.05	0.03	0.03	0.03	0.03	0.03	2.69	2.78	2.75	2.73	2.74	2.65	2.11	2.24	
20	3.51	0.8	1.1	0.03	0.06	0.03	0.03	0.03	0.03	2.69	2.92	2.92	2.58	2.49	2.42	2.26	2.24	
21	3.72	1	1.2	0.03	0.04	0.03	0.03	0.03	0.03	2.44	2.66	2.66	2.44	2.40	2.37	2.31	2.43	
22	4.69	1.6	2.1	0.04	0.04	0.03	0.03	0.03	0.03	2.38	2.44	2.43	2.55	2.48	2.29	2.26	2.19	
23	11.07	3	2.2	0.05	0.03	0.04	0.03	0.03	0.03	2.40	2.43	2.40	2.38	2.35	2.28	1.65	2.13	
24	6.00	1.1	2	0.04	0.03	0.03	0.03	0.03	0.03	2.28	2.55	2.51	2.54	2.45	2.32	2.04	2.36	
25	4.73	1.1	1.7	0.05	0.03	0.03	0.03	0.03	0.03	2.23	2.29	2.57	2.33	2.35	2.33	2.03	2.10	
26	3.31	1	2	0.04	0.04	0.03	0.03	0.03	0.03	2.34	2.51	2.44	2.37	2.34	2.31	2.00	2.13	
27	3.51	0.8	1.8	0.03	0.04	0.03	0.03	0.03	0.04	2.35	2.35	2.41	2.34	2.32	2.26	2.00	2.03	
28	3.06	1.2	2.5	0.06	0.03	0.03	0.03	0.03	0.03	2.26	2.28	2.44	2.35	2.32	2.28	2.03	2.08	
29	2.67	1.5	2.2	0.04	0.07	0.05	0.06	0.06	0.09	2.30	2.40	2.38	2.37	2.38	2.32	2.09	2.09	
30	2.52	1.3	1.8	0.05	0.06	0.03	0.03	0.03	0.03	2.34	2.49	2.50	2.54	2.46	2.02	1.71	2.08	
31	2.48	1	2	0.04	0.03	0.03	0.03	0.03	0.03	2.09	2.26	2.28	2.28	2.28	2.24	2.11	2.14	



CHLORINE DIOXIDE AND CHLORITE MONITORING AND REPORTING FORM

1. Public Water System (PWS) Information:

PWSID: OK 1010601

PWS Name: City of Durant

2. Compliance Information:

Water System Facility ID: 1010601

Plant Name: Durant Water Plant

Month: October Year: 2017

3. Analytical Results & Summary Information:

Entry Point Monitoring			<u>Chlorine Dioxide Daily Monitoring (Summary Type: CLO2)</u>					
Day	ClO ₂ (mg/L)	Chlorite (mg/L)						
1	0.14	0.76	Number of Samples Required:					
2	0.1	0.71	Number of Samples Collected:					
3	0.18	0.8	Was All Chlorine Dioxide Monitoring & Reporting Completed? Yes / No					
4	0.14	0.71	Number of ClO ₂ samples exceeded the MRDL of 0.8 mg/L?					
5	0.24	0.71	If a routine sample exceeds the MRDL, the system is required to take (3) three more samples the next day.					
6	0.12	0.71	<u>Chlorite Daily Monitoring (Summary Type: CLO2)</u>					
7	0.11	0.85	Number of Samples Required:					
8	0.13	0.85	Number of Samples Collected:					
9	0.13	0.85	Was All Chlorite Monitoring & Reporting Completed? Yes / No					
10	0.14	0.95	Number of Chlorite samples exceeded the MCL of 1.0 mg/L?					
11	0.14	0.61	If a routine sample exceeds the MCL, the system is required to take (3) three more samples the next day.					
12	0.12	0.9	* If you didn't use Chlorine Dioxide for disinfection any day this month, please mark "n/a" in that day's box to prevent a Monitoring violation.					
13	0.22	0.8						
14	0.13	0.8						
15	0.12	0.85	<u>Routine Chlorite Monthly Monitoring in Distribution System</u>					
16	0.1	0.8	Sampling Location	Lab Sample ID	Sampling Point ID	Collection Date	Certified Lab ID	Chlorite (mg/L)
17	0.11	0.71	Near 1st Customer					
18	0.11	0.61	Avg. Residence Time					
19	0.18	0.66	Max. Residence Time					
20	0.12	0.71	Monitoring Period Average:					
21	0.15	0.66						
22	0.12	0.71	Mark (X) if analytical results were reported electronically: _____					
23	0.12	0.71	- If the arithmetic average of any three sample set exceeds the Chlorite MCL (1.0 mg/L), the system is in violation of the MCL.					
24	0.11	0.71	- If more than one three-sample set was collected, attach additional copies of this form.					
25	0.09	0.71						
26	0.13	0.71						
27	0.17	0.8						
28	0.15	0.71						
29	0.13	0.66						
30	0.13	0.71						
31	0.14	0.61						

Signature of owner or operator: _____

Date: _____

Operator License Number _____

Send all documents to:

Joe Keeble
Disinfection Byproducts Compliance Coordinator
Water Quality Division, DEQ
P.O. Box 1677
Oklahoma City, Oklahoma 73101-1677

DEQ Form # 630-577D
 Revision 06/01/2009



THE CITY OF DURANT

Office of the Water Treatment Plant

Water Treatment Plant Projects Schedule October 2017 Monthly Report

A. Work Completed

1. Calibrate lab instruments daily
2. Maintained Water Plant
3. Cleaned all buildings weekly
4. Backwashed filters as needed
5. Backwashed raw pumps weekly
6. Hooked up chlorine tanks and checked for leaks
7. Unload chemicals as they arrived
8. Pulled sludge as needed
9. Run daily chlorine dioxide samples on raw line
10. Flushed alum pumps
11. Inspected fire extinguishers
12. Pulled required water samples and send to ODEQ
13. Clean turbidity meters as needed
14. Cleaned screens on CLO2 generator as needed
15. Ran trash pumps at laggons
16. Started painting hand rails around plant grounds
17. Painted doors and hand rails at the old chemical building
18. Painted old Clarifier
19. Painted new clarifier
20. Painted crossover between old and new chemical buildings
21. Painted River pump building at the plant
22. Painted lawn mower building
23. painted green strip at top of each clarifier and building
24. Replaced belt on old plant east flocculator
25. Painted awning over deck of new chemical building
26. Installed # 4 raw pump and motor
27. Replaced light bulbs in cl2 control room
28. Removed #4 raw motor and sent back to Evans
29. Checked and added Antifreeze to outside equipment
30. Gave a tour to Leadership of Durant,
31. Treated 141,287,000 gallons of water

B. Work Planned for January-December

Approx Start/Finish Date

1. Paint buildings and clarifiers and hand rails around plant Time permitting

C. Projects Planned and Requested for Authorization

- A. Upgrade raw pump building at the water plant