

CITY OF EDMOND
STANDARD SPECIFICATIONS FOR CONSTRUCTION

SECTION 100 - GENERAL PROVISIONS

101.00 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 are used, the intent and meaning shall be interpreted as follows:

101.01 Abbreviations. Wherever the following abbreviations are used in Contracts, Proposals, these Specifications or on Plans, they are to be construed the same as the respective expressions represented:

AAN	American Association of Nurserymen
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
AGC	Associated General Contractors of America
AIA	American Institute of Architects
ARA	American Railway Association
AREA	American Railway Engineering Association
ANSI	American National Standards Institute (United States of America Standards Institute)
ASA	American Standards Association
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASTM	American Society of Testing and Materials
AWPA	American Wood Preservers Association
AWWA	American Water Works Association
AWS	American Welding Society
FHWA	Federal Highway Administration
FSS	Federal Specifications and Standards (General Services Administration)
IES	Illuminating Engineering Society
IMSA	International Municipal Signal Association
ITE	Institute of Traffic Engineers
MUTCD	Manual on Uniform Traffic Control Devices for Streets and Highways
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
ODOT	Oklahoma Department of Transportation
SAE	Society of Automotive Engineers
UL	Underwriters Laboratory

101.02 Adverse Weather Conditions. Weather conditions, which warrant special considerations by the Contractor to protect his work from damage due to wind, rain, dust or other conditions generally not under his control. It will also be considered adverse weather when the mean daily temperature falls below 40° F for more than two (2) consecutive days.

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101.03 Advertisement. The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished.

101.04 Alteration. The City of Edmond authorized addition, deletion or revision of the work.

101.05 Award. The acceptance by the City of Edmond of a bid.

101.06 Base Course. The layer or layers of selected material of a designated thickness placed on a sub-base or a sub-grade or to support a surface course.

101.07 Bidder. An individual, partnership, joint venture, firm, or corporation submitting a bid for the advertised work.

101.08 Bid Opening. The time appointed for the opening of the Proposals submitted by Bidders.

101.09 Bonds.

Statutory (Payment) Bond. A bond, issued by a Surety as defined in Subsection 101.77, to the City of Edmond in a sum not less than the total amount of the Contract guarantying that the Contractor shall pay all reasonable indebtedness incurred by such Contractor or its subcontractors, in the performance of the Contract, and as required by the Statutes of Oklahoma.

Performance Bond. A bond, issued by a Surety as defined in Subsection 101.77, to the City of Edmond in a sum not less than the total Contract price, which shall insure the proper and prompt completion of the work in accordance with the provisions of the Contract.

Maintenance Bond. A bond, issued by a Surety as defined in Subsection 101.77, to the City of Edmond in a sum equal to one-hundred percent of the Contract amount for a period of one year after City acceptance of the project. The remaining years shall be bonded at fifteen percent of the Contract price. The maintenance bond shall be furnished by the Contractor and to the City of Edmond on a form acceptable to the City. The following indicates time and bonding percentages:

Type of Contract	Number of Years Bonded	% of Contract First Year	% for Bond Remaining Years
Sanitary Sewer	2	100	15
Storm Sewer	2	100	15
Paving	5	100	15
Resurfacing	1	100	15
Water Lines	2	100	15

Bid Bond. A bond, issued by a Surety as defined in Subsection 101.77, as a Proposal guaranty as defined in Subsection 101.53.

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101.10 Bridge. A structure, including supports, erected over a depression or obstruction, such as water, a highway, or a railway, and having a track or passageway for carrying traffic or other moving loads, and having an opening measured along the center of the roadway of more than 20 feet between undercopings of abutments or spring lines or arches or extreme ends of openings for multiple boxes; may include multiple pipes where the clear distance between openings is less than half of the smaller contiguous opening.

Bridge Length. The length of a bridge structure is the overall length measured along the line of survey stationing back to the back of backwalls of abutments, if present; otherwise, end to end of the bridge floor but in no case less than the total clear opening of the structure.

Bridge Roadway Length. The clear width of the structure measured at right angles to the center of the roadway between the bottom of curbs or, if curbs are not used, between the inner faces of parapet or railing.

101.11 Calendar Day (Date). Any day shown on the calendar beginning and ending at midnight.

101.12 Change Order. A written order authorized by the City of Edmond covering changes within the scope of the Contract and establishing the basis of payment and time adjustments for the work affected by the changes. The Change Order is the document authorizing the use of a Change in Plan.

101.13 City. City Council, Edmond Public Works Authority. The Council of the City of Edmond or the Edmond Public Works Authority as constituted by the City Charter and which is charged with the duty to administer the affairs of the City of Edmond.

City Attorney. The Chief Legal Counsel of the City of Edmond providing primary legal representation to the Mayor and City Council, the Edmond Public Works Authority, and through the City Manager, to the various City departments.

City Engineer. The Chief Engineer of the City of Edmond providing primary Engineering Services to the Mayor and City Council, the Edmond Public Works Authority, and to the various City departments.

City Manager. The Executive Officer duly appointed and authorized by the City Council to direct and control the Departments and Personnel of the City of Edmond.

City of Edmond (The City). The public body and/or Authority with whom the Contractor has entered into the Contract and for whom the work is to be provided. The City of Edmond, the Edmond Public Works Authority, (The City), shall also be defined as all public Trusts, Boards, and Commissions created by the Charter of the City of Edmond and by the Municipal Codes through applicable Oklahoma State Statutes.

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101.14 Contract. The written agreement between The City and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment.

The Contract includes the Solicitation for Bids, Instruction to Bidders, Bid Proposal, Contract Form, All Contract Affidavits, Bonds, Specifications, Supplemental Specifications, Special Provisions, all Plans, and the Work Order; also, any Change Orders and Supplemental Agreements that are required to complete the construction of the work in an acceptable manner, including authorized extensions.

101.15 Completion Date. The date on which the Contract work is completed.

101.16 Contract Item (Pay Item). A specifically described unit of work for which a price is provided in the Contract.

101.17 Contract Time. The number of work days or calendar days allowed for completion of the Contract, including authorized time extensions.

When a Calendar Date of completion is shown in a Proposal, the Contract time shall be the number of days between the effective date of the Work Order and the specified Completion Date.

101.18 Contractor. The individual, partnership, joint venture, firm or corporation contracting with the City of Edmond for performance of prescribed work.

101.19 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 highway is fully or partially controlled by public authority.

Full control of access means that the authority to control access is exercised to give preference to through traffic by providing access connections with selected public roads only and prohibiting crossings at grade or direct private driveway connections.

Partial control of access means that the authority to control access is exercised to give preference to through traffic to a degree that, in addition to access connections with selected public roads, there may be some crossings at grade and some private driveway connections.

101.20 County. The duly elected Board of County Commissioners acting for Oklahoma County.

101.21 County Engineer. The duly appointed County Engineer of Oklahoma County or the Consulting Engineer employed by the County.

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101.22 Culvert. Any structure under the roadway with a clear opening of twenty (20) ft. or less measured along the center of the roadway.

101.23 Drainage Ditch. An open excavation or ditch constructed for the purpose of carrying off surface water.

101.24 Easement. A grant of the right of use of property of an owner for a certain purpose at the will of the grantee.

101.25 Engineer. Those persons employed by the City of Edmond and/or designated as Assistants or Representatives of the City Engineer, acting within the scope of the particular duties entrusted unto them.

101.26 Equipment. All machinery, tools and apparatus necessary for the proper construction and acceptable completion of work.

101.27 Experimental Construction. Experimental Construction is construction in which one or more experimental features have been incorporated or utilized, regardless of whether the incorporation or utilization of the experimental feature is a primary or secondary consideration in undertaking the project.

101.28 Experimental Feature. An Experimental Feature may be a material, process, method, equipment item, traffic operational device or other feature that has not been sufficiently tested under actual service conditions to merit acceptance without reservation in normal highway construction.

101.29 Extra Work. Any work identified by the City for which no prices are provided in the Proposal or Contract and which is not considered as incidental to another item of work.

101.30 Financial And Experience Questionnaire. The approved form of the City upon which the prospective Bidder shall furnish the information as to his financial condition, his experience, the equipment to be used and to indicate his ability to finance and perform the work.

101.31 Final Acceptance Date. The date upon which the completed work is accepted by the City without exception or reservation.

101.32 Freeway. An expressway with full control of access.

101.33 Grade Separation. Any structure carrying highway traffic over or under another highway or street, or over or under the tracks of any railway.

101.34 Highway, Street Or Road. A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

101.35 Holidays. Any day proclaimed a Holiday by the City of Edmond.

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101.36 Laboratory. The official testing laboratory of the City or any other testing laboratory which may be designated by the Engineer.

101.37 Letter Of Credit. An irrevocable Letter of Credit for the benefit of the City of Edmond issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings & Loan Insurance Corporation. A letter of credit shall be in the form as prescribed by the City of Edmond.

101.38 Lot. A lot is an isolated quantity as defined in the Contract.

101.39 Materials. Any substances used in the construction of the Project and its appurtenances.

101.40 Median. The portion of a divided street separating the traveled ways for traffic.

101.41 OHD-L (Oklahoma Highway Department-Laboratory). The testing procedure and/or the material specifications of a particular product or service. Copies of the particular OHD-L test/specifications may be obtained from:

- | | | |
|------------------|----|---------------------------------------|
| 1) City Engineer | or | 2) Materials Engineer |
| P. O. Box 2970 | | Oklahoma Department of Transportation |
| Edmond, OK 73083 | | 200 N. E. 21 st Street |
| | | Oklahoma City, OK 73105 |

101.42 Parkway. An arterial highway for non-commercial traffic, with full or partial control of access, and usually located within a part or a ribbon of park-like development.

101.43 Pavement Structure. The combined sub-base, base and surface courses placed on the sub-grade to support the traffic load and distribute it to the roadbed.

101.44 Plans. The approved plans, profiles, typical sections, 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.

101.45 Prequalification. The process of qualifying a prospective Bidder prior to the issuance of bidding documents in conformance with the rules, regulations, policies and procedures of the City of Edmond.

101.46 Profile Grade. The trace of a vertical plane intersecting the top surface of the proposed wearing surface, usually along the longitudinal centerline of the roadbed. Profile grade means either elevation or gradient of such trace according to the context.

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101.47 Project Inspector. An authorized Representative of the Engineer assigned to make detailed inspections of Contract performance.

101.48 Project. The specific section of an improvement or proposed improvement or other facilities together with all appurtenances and construction to be performed under the Contract.

101.49 Proposal. The written offer of the Bidder, submitted on the prescribed 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.

101.50 Proposal Form. The approved form on which the City requires bids to be prepared and submitted for the work.

101.51 Proposal Guaranty. The security furnished with a bid to assure that the Bidder will enter into the Contract if his offer is accepted. This Proposal Guaranty shall be in the form of a Bid Bond, certified check or cashier's check as authorized by law. The Proposal Guaranty is for the purpose of repaying the City of Edmond the cost of republication of notice to Bidders, all actual and reasonable expenses incurred by reason of the Bidder's default and the difference between the low bid of the defaulting Bidder and the amount of the bid of the Bidder to whom the Contract is subsequently awarded, but not to exceed the amount of said bid bond or check, in the event the apparently successful Bidder fails to execute the Contract or fails to provide the required Bonds and insurance to the City.

101.52 Questionnaire. The specified forms on which the Contractor shall furnish required information as to his ability to perform and finance the work.

101.53 Ramp. A connecting roadway between two intersecting highways at a highway separation, or a road connecting the highway with other roads or entrances.

101.54 Right-of-Way. A general term denoting land, property, or an interest therein, acquired for public purposes.

101.55 Roadbed. The graded portion of a highway within top and side slopes, prepared as a foundation for the pavement structure and shoulders.

101.56 Roadside. A general term denoting the area adjoining the outer edge of the roadway. Extensive areas between the roadways of a divided highway may also be considered roadside.

101.57 Roadside Development. Those items, which provide for the preservation of landscape materials and features, necessary to the complete project.

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101.58 Roadway. That portion of the Right-of-Way between the outer edges of the shoulder.

101.59 Shoulder. The portion of the roadway contiguous with the traveled way designed for emergency use and for lateral support of base and surface courses.

101.60 Sidewalk. That portion of the Right-of-Way constructed for the use of pedestrians.

101.61 Solicitation for Bids. The advertisement for Proposals for all work or materials on which bids are required. Such advertisement will indicate with reasonable accuracy the quantity and location of the work to be done or the character and quantity of the material to be furnished and the time and place of the opening of Proposals.

101.62 Special Provisions. Additions and revisions to be the Standard and Supplemental Specifications.

101.63 Specifications. The compilation of provisions and requirements for the performance of prescribed work.

101.64 Standard Specifications. The book of Specifications approved for general application and repetitive use by the City of Edmond.

101.65 Supplemental Specifications. The book of approved additions and revisions to the Standard Specifications.

101.66 Specified Completion Date. The date on which the work required under the Contract is specified to be completed.

101.67 Speed Change Lane. An auxiliary lane, including tapered areas, primarily for the acceleration or deceleration of vehicles entering or leaving the roadway. Speed Change Lanes are described as Acceleration Lanes, Deceleration Lanes or Median Lanes.

101.68 State. The State of Oklahoma.

101.69 Structure. Bridge, culvert, catch basin, drop inlet, retaining wall, cribbing, manhole, endwall, headwall, building, sewer, service pipe, underdrain, and foundation drain and other features which may be encountered in the work and not otherwise classified.

101.70 Subcontractor. An individual, partnership, joint venture, firm or corporation, being a separate and independent entity, to whom the Contractor contracts part of the work under Contract.

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101.71 Sub-Base. The layer or layers of selected material of a designed thickness placed on a sub-grade to support a base course.

101.72 Sub-Grade. The top surface of a roadbed upon which the pavement structure and shoulders are constructed.

101.73 Substructure. All of that part of the structure below the bearings of simple and continuous spans, skewbacks of arches and tops of footings of rigid frames, together with the backwalls, wingwalls and wing protection railings.

101.74 Superintendent. The representative of the Contractor present at all times during progress of the work, capable of supervising the work effectively and authorized to make binding decisions for the Contractor.

101.75 Superstructure. The entire structure except the substructure.

101.76 Supplemental Agreement. A written agreement made and entered into by and between the Contractor and the City of Edmond, covering work not otherwise provided for in the Contract which is necessary for the proper completion of the project.

101.77 Surety. The insurance company or other body, authorized under the laws of Oklahoma to insure the Contractor's faithful performance of the Contract, the payment of all indebtedness incurred in the performance of the Contract by the Contractor, and where applicable, the liability for any defects resulting from defective workmanship and/or materials furnished by the Contractor.

101.78 Surface Course. One or more layers of a pavement structure designed to accommodate the traffic load, the top layer of which resists skidding, traffic abrasion, and the disintegrating effects of climate. The top layer is sometimes called the "A" Wearing Course.

101.79 Titles (Or Headings). The titles or headings of the Sections and Subsections herein are intended for convenience of reference and shall not be considered as having any bearing on their interpretation.

101.80 Traveled Way. The portion of the roadway for the movement of vehicles, exclusive of shoulders.

101.81 Work. Work shall mean the furnishing of all labor, materials, equipment, and other incidentals necessary to the successful completion of the project and the carrying out of all the duties and obligations imposed by the Contract.

101.82 Working Day. Every day shown on the calendar, exclusive of Saturdays, Sundays and holidays as set forth in 101.37, on which weather and other conditions not under the control of the Contractor will permit construction operations to proceed for a minimum of six hours with normal working forces engaged in

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performing the controlling item or items of work. 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, and require 48-hour advance notice of intent to work Saturdays, Sundays or holidays.

101.83 WORKING DRAWINGS. Stress sheets, shop drawings, erection plans, false-work plans, framework plans, cofferdam plans, bending diagrams for reinforcing steel, or any other supplementary plans or similar data which the Contractor is required to submit to the Engineer for approval.

101.84 Work Order. Written notice to the Contractor to proceed with the Contract work not later than the date specified.

101.85 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".

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102.00 BIDDING REQUIREMENTS AND CONDITIONS

102.01 Notice to Contractors. After the date is set for the receipt of Proposals, the City will give notice of bid opening to prospective Bidders. The notice will contain a description of the proposed work, together with information regarding access to Proposal forms, Plans and Specifications, the amount of Proposal guaranty, approximate quantities, and the minimum wage rate required per hour for skilled, intermediate and unskilled labor. This Notice to Contractors will also be published as an advertisement giving notice of the request for bids, as required by State Law. The Notice to Contractors will become part of the Contract documents.

102.02 Prequalification of Bidders. Prequalification shall be a prerequisite for bidding on all projects unless prohibited by law or waived by the City of Edmond. Prequalification of Bidders shall be accomplished in conformance with the Rules, Regulations, Policies and Procedures of the City of Edmond.

102.03 Contents of Proposal Forms. The City will furnish prospective Bidders with Proposal forms which will state the location and description of the contemplated construction and show the approximate quantities of the various items of work to be performed, materials to be furnished, and a schedule of items for which unit bid prices shall be submitted. The Proposal form will state the working time, the amount of the "Proposal Guaranty," and the date, time and place of the bid opening. The form will also include any Special Provisions, Supplemental Specifications or requirements which vary from or are not contained in the Standard Specifications. All papers bound with or attached to the Proposal forms are necessary parts thereof and must not be detached. The Plans, Specifications and other documents designated in the Proposal form will be considered a part of the Proposal whether attached or not.

102.04 Issuance Of Proposals. The City reserves the right to refuse to issue a Proposal to a prospective Bidder for any of the following reasons:

- A.** Lack of competency and/or inadequate equipment as revealed by the financial statement and experience questionnaires required under Subsection 102.02.
- B.** Uncompleted work which, in the judgment of the City, might hinder or prevent the prompt completion of additional work if awarded.
- C.** Failure to pay, or satisfactorily settle, all bills due on completed Contracts.
- D.** Failure to comply with prequalification regulations of the City of Edmond.
- E.** Default under previous Contracts.
- F.** The prospective Bidder is debarred or ruled unacceptable by the City of Edmond, a federal agency or other governmental agencies.

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G. Unsatisfactory performance on previous work.

102.05 Interpretation Of Estimates. The Engineer's estimate of quantities of work to be done and materials to be furnished which are listed in the Proposal form are to be considered as approximately only, and are not to be used as a basis for the comparison of bids for the Award of the Contract. The City does not expressly, or by implication represent that the final quantities will correspond exactly with the estimates of quantities, nor shall the Bidder plead misunderstanding or deception because of such estimates of quantities, or 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, and materials furnished, in accordance with the Plans and Specifications. It is understood that the quantities of work to be performed and the materials to be furnished may each be increased, decreased, or omitted as hereinafter provided without in any way invalidating the unit prices bid.

102.06 Examination Of Plans, Specifications, Special Provisions And The Work Site. The prospective Bidder is required to examine carefully the work site, the Proposal, Plans, Specifications, Special Provisions, and Contract forms, and to satisfy himself as to the character, quality and quantities of work to be performed, and materials to be furnished, and to satisfy himself as to the requirements of these Specifications, Supplemental Specifications, Special Provisions and Contract. The submission of a Proposal shall be deemed conclusive evidence that the Bidder has made such an examination.

The prospective Bidder shall take no advantage of any apparent error or omission in the Plans or Contract. In the event the prospective Bidder discovers an error or omission, he shall immediately notify the City. The City will then make such corrections necessary to fulfill the intent of the Plans and Contract.

Boring logs and other records of subsurface investigations may be made available for inspection by prospective Bidders. It is specifically understood and agreed that such information was obtained by and is intended for design and estimating purposes only. The City makes no warranty, either express or implied as to the accuracy of the information, nor that the information is generally representative of the work site conditions. The information is made available to prospective Bidders in order that they may have access to the identical information available to the City. The information is not intended as, nor should it be used as a substitute for personal investigation, interpretation, or judgment of the prospective Bidder.

102.07 Preparation Of Proposal. The Bidder shall submit his Proposal upon forms furnished by the City. The Bidder shall specify a unit price in figures for each pay item for which a quantity is given, and shall show the product of the respective unit prices and quantities written in figures in the column provided for that purpose, and shall show the total amount of the Proposal by adding the amounts of the several items. All the figures shall be in ink or typed. In case of a discrepancy between the unit price and the unit product of the unit price, the unit price shall govern.

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

The Proposal must be signed in black or blue ink by the individual, by one or more members of the partnership, by a duly authorized officer of a corporation, or by an agent of the Bidder legally qualified to bid for the Bidder. If the Proposal is made by an individual, his name and post office address must be shown; if by a partnership, the name and post office address of the general partner signing the Proposal must be shown; if by a joint venture, the name and post office address of an authorized officer, general partner or the individual representing each member of the joint venture; if by a corporation, the name of the corporation and its business address must be shown.

102.08 Rejection Of Proposals. Proposals containing any omission, alterations of form, additions, conditions not called for, conditional or alternate bids unless called for, a clause in which the Bidder reserves the right to accept or reject a Contract awarded to him, incomplete bids, non-responsive bids or Proposals otherwise regular which are not accompanied by a Proposal Guaranty will be considered irregular and will be rejected. The City of Edmond reserves the right to waive minor technicalities as to changes or alterations and recommend the Award in the best interest of the City.

102.09 Proposal Guaranty. Each separate Proposal shall be accompanied by a Proposal Guaranty in an amount equal to or greater than 5 percent of the Contractor's bid, and made payable to, or subject to forfeiture to the City of Edmond. This Proposal Guaranty shall be defined in Subsection 101.53.

102.10 Delivery Of Proposal. Proposals will be received as set forth in the *Solicitation for Bids* contained in the Proposal. Proposals received after the designated closing times will be returned unopened.

102.11 Withdrawal Of Proposals. Any Bidder upon his, or his authorized representative's notarized written request, may withdraw his Proposal not later than the time set for opening thereof. If a request to withdraw a Proposal has been received, then at the time of reading the Proposals, when such Proposal is reached, it will be returned to the Bidder unread.

102.12 Combination Bids. If the City so elects, Proposals may be issued for projects in combination and/or separately so that bids may be submitted either on the combination or on separate projects of the combination.

The City reserves the right to recommend Awards on combination bids or separate bids to the best advantage of the City. No combination of bids, other than those specifically authorized by the City in the Proposals, will be considered.

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102.13 Public Opening Of Proposals. Proposals will be publicly opened and read on the date and at the hour and place set forth in the advertisement and *Solicitation for Bids* in the presence of the City Council.

102.14 Rejection Of Bids. Any of the following reasons may be considered just cause for the rejection of a bid or bids.

- A.** More than one Proposal for the same work from an individual, firm, partnership, joint venture or corporation whether under the same or different names.
- B.** The prospective Bidder is debarred or ruled unacceptable by the City of Edmond, a federal agency or other governmental agency.
- C.** Unbalanced bids in which the price for any item is artificially high or low, or where front end loading is apparent.
- D.** Failure to submit a unit price, submission of a zero unit price, or a no charge statement for any item of work.
- E.** Lack of competency and/or inadequate equipment, as revealed by the financial statement and experience questionnaires required under Subsection 102.02.
- F.** Unsatisfactory performance on previous work.
- G.** Uncompleted work which, in the judgment of the City, might hinder or prevent the prompt completion of additional work if awarded.
- H.** Default under previous Contracts.
- I.** Errors in preparation of the Proposal.

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103.00 AWARD AND EXECUTION OF CONTRACT

103.01 Consideration Of Proposals. Following the public opening and reading of the Proposals, the City will check and verify the product (extended amount) for each bid item and the Proposal amount for each Proposal received. The Proposal amount for each acceptable Proposal submitted will then be compared and the results made public. The City reserves the right to reject any or all Proposals, to waive minor technicalities, to advertise for new Proposals, or proceed to do the work otherwise when the best interest of the City of Edmond will be promoted thereby.

103.02 Award Of Contract. Award of the Contract will be made by the City, upon the recommendation of the City Council, to the lowest responsible Bidder submitting a responsive bid and meeting the requirements of the City. The Award, if made, will be within the time allowed by law after the opening of Proposals.

103.03 Cancellation Of Award. The City reserves the right to cancel the Award of any Contract at any time before the execution of said Contract without liability against the City Council or the City of Edmond.

In projects which are proposed to be funded in whole or in part by Federal or State Funds, it is expressly agreed and understood that the receipt of such funds is essential to the Contract and the receipt of such funds requires the concurrence of the funding agency. If the funding agency neglects, fails, or refuses to concur in the Award of the Contract, the City of Edmond reserves the right to unilaterally rescind the Award of the Contract despite the full and complete execution of the Contract by all parties.

In the event the City elects to exercise its right of unilateral rescission, the Contract's Proposal Guaranty shall be returned to the Contractor and both parties shall thereafter be released from any and all obligations and liabilities which otherwise would exit by reason of the Contract.

103.04 Return Of Proposal Guaranties. When the lowest responsible Bidder submitting a responsive bid has been determined, the Proposal Guaranties which accompanied those Proposals of the unsuccessful Bidders will be returned. The bidding security of the successful Bidder will be retained by the City until the Contract and Bonds have been executed and approved after which the Proposal Guaranty will be returned to the successful Bidder.

103.05 Bonding Requirements. The Bidder to whom the Contract is awarded shall, at the time of the execution of the Contract, deposit with the City a Performance Bond, Statutory (Payment) Bond and where applicable a Maintenance Bond as required by law. The Surety Company shall be acceptable to the City and, shall be in conformance with the rules, regulations, policies and procedures of the City. The terms of the Bonds shall be provided by the City, be executed by the Surety Company, and accompanied by a valid and acceptable Powers of Attorney.

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103.06 Execution Of Contract. The individual, partnership, joint venture or corporation to whom the Contract has been awarded shall sign, and attest, where applicable, the necessary agreements for entering into a Contract with the City and return the executed Contract to the City Engineer within the time limit specified in the Proposal.

103.07 Approval Of Contract. The Contract shall not be binding upon the City of Edmond until it has been executed by the City, approved as to form and legality by the City Attorney or his authorized designee and delivered to the Contractor.

103.08 Failure To Execute Contract. Failure to comply with any of the requirements of these Specifications, to execute the Contract, or to furnish the bonds required by law shall nullify the Award. In the event of such annulment of the Award, the amount of the Proposal Guaranty shall be subject to forfeiture to the City of Edmond.

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104.00 SCOPE OF WORK.

104.01 Purpose of Contract. The purpose of the Contract is to provide for the construction and completion in every detail of the work described in the Proposal. The Contractor shall furnish all labor, materials, equipment and incidentals required to complete the work in a workmanlike manner and in accordance with the Plans, Specifications and terms of the Contract.

104.02 Special Work. Whenever deemed necessary by the City, the City may prepare Special Provisions for any work included in the Proposal. Special Provisions shall be attached to the Proposal Form and shall be considered part of the Specifications. Should any Special Provisions or requirements conflict with these Specifications or supplements thereto, the Special Provisions will govern.

104.03 Alterations Of Plans Or Character Of Work And Changed Condition. It is mutually understood and agreed that it is inherent in the nature of construction that some changes in the Plans may be necessary during the course of construction to adjust the Plans to actual field conditions. It is the essence of the Contract to recognize a normal and expected margin of change within the meaning of this Subsection.

It is also mutually understood and agreed that the City reserves the exclusive ability and right to approve alterations or changes to the Plans or character of work and that no increase in pay or change in scope shall be considered approved without the written approval of the City Council or the Edmond Public Works Authority.

A. Changes in Pay Item Quantity. The City reserves the right to make increases or decreases in the Pay Item quantities within the general scope of the Contract, and as may be found necessary to the proper completion of the Project. Increases or decreases of Pay Item quantities shall not invalidate the Contract nor release the Surety Company from its obligations, and the Contractor agrees to accept the work and the changed Pay Item quantities as set forth in the original Contract. No claim shall be made by the Contractor for any loss of anticipated profits by reason of any variations between the approximate quantities and the actual quantity of Pay Item work done.

Increases or decreases of Pay Item quantities shall be paid for at the unit price bid for the item. If the increase or decrease is on a major item, and is a change of more than twenty percent (20%), and materially alters the character of the work and the unit cost, an adjustment in price may be requested by either party. When an adjustment agreement is made, it shall be in writing and be incorporated into the Contract prior to any work. This shall constitute a Supplemental Agreement. No Alterations based upon increase or decrease in Pay Item quantities may be entered into which increase the length or extent of a project in excess of twenty-five percent (25%).

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- B. *Supplemental Agreement.*** When the character of the work is materially changed by alterations in the Plans or changes in the Pay Item quantities or the Contract does not contain bid items for the work to be performed, an equitable adjustment shall be made and the Contract shall be modified in writing by Supplemental Agreement.

Entering into a Supplemental Agreement shall not invalidate the Contract nor release the Surety from its obligations under the Bonds, and the Contractor agrees to accept the work as altered, the same as if it had been part of the original Contract.

- C. *Changed Conditions.*** Should the Contractor encounter or the City discover during the progress of the work, subsurface or latent physical conditions at the site differing materially from those indicated in the Contract, or unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract, the Engineer shall be promptly notified in writing of such conditions before they are disturbed, or when discovered by the City, the Contractor shall be notified in writing of such conditions. The Engineer and the Contractor will thereupon promptly investigate the conditions and if they find the conditions do so materially differ and cause an increase or decrease in the cost of, or the time required for performance of the Contract, an equitable adjustment will be made and the Contract modified in writing in accordance with the Subsections 104.03 A. and 104.03 B.

- D. *Disputed Alterations.*** Any written order or oral order not designated as an Alteration which in effect is an Alteration shall be treated as such under this Subsection, provided that the Contractor gives the City written notice within twenty (20) days (exclusive of weekends and holidays) from receipt of the communication stating the date, circumstances, and source of the order, and that the Contractor regards the order as an Alteration or Change Order.

Except as herein provided, no order, statement, or conduct of the Engineer shall be treated as an Alteration under this Subsection or entitle the Contractor to an equitable adjustment hereunder.

No extra compensation for Alterations shall be allowed for any costs incurred more than twenty (20) days before the Contractor gives written notice that the order is regarded as a Change Order.

Should the Contractor desire an adjustment in price, he must within twenty (20) days after the receipt of the order or the furnishing of written notice that an order is regarded as a Change Order, submit to the Engineer a written statement setting forth the general nature and monetary extent of such adjustment, unless this period is extended by the City.

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No request by the Contractor for an equitable adjustment will be allowed if presented after the final estimate is signed by the Contractor and approved by the City.

- E. *Equipment Cost Rates.*** Equipment rates to be utilized in preparing any supplemental agreement or change in plan, or for any request for additional compensation or claim, shall be the Hourly Combined Ownership & Repair Expense found in the Contractor's Equipment Cost Guide as published by Dataquest Incorporated, in effect on September 1, 1988 as modified by special provision.

104.05 Maintenance Of Traffic. When shown on the Plans, the road adjacent to a project shall be kept open to all traffic by the Contractor. Where so provided on the Plans, traffic will be detoured over an approved route. The Contractor shall keep that portion of the project being used by public traffic, whether it is through or local traffic, in such a condition that traffic will be safely and adequately accommodated. The Contractor shall also provide and maintain in a safe condition temporary approaches or crossings and intersections with roads, streets, businesses, parking lots, residences, garages and field entrances. Snow or ice removal will not be required of the Contractor. The Contractor shall bear all expense of maintaining traffic over the section of road adjacent to a project and of constructing and maintaining such approaches, crossings, intersections, and other features as may be necessary, without direct compensation, except as provided in A. and B. below.

- A. *Special Detours.*** When the Contract contains an item for "Maintenance Detours" or "Removing Existing Structures and Maintaining Traffic", or as otherwise indicated on the Plans, then the payment for such item shall cover all cost of constructing and maintaining such detour or detours, including the construction and maintaining of any and all temporary bridges and accessory features, the removal of the same, and obliteration of the detour road. Right-of-way for temporary highways or bridges called for under this paragraph will be furnished by the City.

- B. *Maintenance of Traffic During Suspension of Work.*** During any suspension, the Contractor shall make safe and open to traffic such portions of the project as may be agreed upon between the Contractor and the Engineer for the temporary accommodation of traffic during the anticipated period of suspension. Signs, barricades and other traffic control devices will be paid for by the City at Contract prices or considered an Alteration of Plan as provided for by Subsection 104.03. Until resumption of construction operations, maintenance of the road will be by and at the expense of the Contractor. When work is resumed, the Contractor shall replace or renew any work or materials lost or damaged because of such temporary use of the project; shall remove any work or materials used in the temporary maintenance thereof and shall complete the project in every respect as though its prosecution had been continuous and without

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suspension. All additional work caused by suspensions for reasons beyond the control of the Contractor, except seasonal suspensions, will be paid for by the City at Contract prices or considered an Alteration of Plans as provided by Subsection 104.03.

C. Maintenance Directed by the Engineer. If the Engineer directs special maintenance for the benefit of the traveling public, then the Contractor will be paid on the basis of unit prices or under Subsection 104.03 A. and 104.03 B.

D. Signing to Protect Traffic from Activities or Obstructions in the Work Zone. Whenever construction activities or stockpiled materials interface with or may affect the public, the Contractor shall take all required precautions to protect the public, and as a minimum, signing shall conform to the Manual of Uniform Traffic Control Devices and the Plans.

104.06 Removal and Disposal of Salvage Materials, Structures and Obstructions. Unless otherwise shown on the Plans or in the Proposal, all salvaged materials not incorporated in the work shall become the property of the City.

104.07 Rights in and Use of Materials Found on the Work. The Contractor, with the approval of the Engineer, may use on the project such stone, gravel, sand, or other material determined suitable, as may be found in the excavation and will be paid both for the excavation of such materials at the corresponding Contract unit price and for the pay item for which the excavated material is used. The Contractor shall replace at his own expense, with other acceptable material, all of that portion of the excavated material so removed and used which was needed for use in the embankments, backfills, approaches or otherwise. No charge for the materials so used will be made against the Contractor. The Contractor shall not excavate or remove any material from within the right-of-way which is not within the grading limits, as indicated by the slope and grade lines, without written authorization from the Engineer.

Unless otherwise provided, the material from any structure to be removed may be used temporarily by the Contractor in the erection of the new structure. Such material shall not be cut or otherwise damaged except with the approval of the Engineer.

104.08 Final Cleaning 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 of his machinery, equipment, surplus and discarded materials, rubbish and temporary structures. The Contractor shall remove stumps or portions of trees, shall cut all brush and weeds within the limits of the right-of-way and shall leave the project and his borrow pits in a neat workmanlike condition. Material cleared from the right-of-way and deposited on

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property adjacent to 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. The Contractor shall repair at his own expense, any areas, slopes or turfs that have been damaged by his operations.

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105.00 CONTROL OF WORK

105.01 Authority of the City Engineer. The City Engineer will decide all questions concerning the quality and acceptability of materials furnished, work performed, rate of progress of the work, interpretation of the Plans and Specifications and the acceptable fulfillment of the Contract on the part of the Contractor.

The City Engineer will have the authority to suspend the 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 such periods as he may deem necessary due to unsuitable weather; or for any other condition or reason deemed to be in the public interest.

The City Engineer does not have the authority to increase pay and/or materially change the scope of work. Except as herein provided, no order, statement, or conduct of the Engineer shall be treated as an approval of an increase in pay or of a change in the scope of work.

105.02 Plans and Working Drawings. Plans will show details of all structure, lines, grades, typical sections and a summary of pay items appearing on the Proposal. The Contractor shall keep one set of Plans available on the work site 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 which are not included in the Plans furnished by the City. Working drawings 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. All working drawings must be approved by the Engineer; however, such approval shall not be construed nor operate to relieve the Contractor 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.

105.03 Conformity with Plans and Contracts. All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions and material requirements, and within the tolerances shown on the Plans or included in the Contract.

When tolerances are given, it is the intent that every effort be made to remain well within the tolerances and the maximum or minimum values approached or equaled only occasionally.

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In the event the Engineer finds the materials or the finished product in which the materials are used is not in conformity with the Plans and the Contract, but that acceptable work has been produced and may remain in place, the Engineer will document the basis of acceptance by Contract modification which will provide for an appropriate adjustment in the Contract price for such work or materials. In the event the Engineer finds the materials or the finished product in which the materials are used or the work performed is not in conformity with the Plans or the Contract and has 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 complementary and to describe and provide for complete work. In case of a discrepancy, calculated dimensions will govern over scaled dimensions; Plans will govern over Standard Specifications and Supplemental Specifications; Supplemental Specifications will govern over Standard Specifications; Special Provisions will govern over Standard Specifications, Supplemental Specifications and Plans.

The Contractor shall take no advantage of any apparent error or omission in the Plans or Contract. In the event the Contractor discovers an error or omission, he shall immediately notify the Engineer. The Engineer will then make such corrections necessary to fulfill the intent of the Plans and Contract.

105.05 Cooperation by Contractor. The Contractor will be supplied with a minimum of two sets of Plans and one copy of the Contract. One set of Plans, Specifications and Special Provisions shall be available on the work site at all times.

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof, and shall fully cooperate with the Engineer, his inspectors, and other Contractors.

The Contractor shall have on the work site at all time, as his agent, a competent superintendent capable of reading and thoroughly understanding the Plans and Contract and who is thoroughly experienced in the type of work being performed. The Superintendent shall have full authority to communicate with the Engineer and make binding decisions for the Contractor. He shall also have the authority to promptly supply such materials, equipment, tools, labor and incidentals as may be required. The Superintendent shall be on the project from the beginning of work through completion irrespective of the amount of work sublet.

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105.06 Cooperation with Utilities. The City will notify all utility companies, all pipe line owners, or other parties affected, and endeavor to have all necessary adjustments of the public or private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction made as soon as practicable.

Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted are to be moved by the owners at their expense, except as otherwise provided for in the Contract or as noted on the Plans.

It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions as shown on the Plans and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by him due to any interference from the said utility appurtenances or the operation of moving them except as provided in Subsection 107.16.

In general, the Contract will indicate various utility items, certain of which are to be relocated or adjusted by the utility owner and others which are to be relocated or adjusted by the Contractor.

105.07 Cooperation Between Contractors. The City reserves the right at any time to contract for and have performed other work within or near the project limits covered by the Contract. When separate Contracts are let within 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 and coordinate their operations in such a manner as to facilitate prompt and expeditious completion of all Contracts pertaining to a Project. Contractors failing to cooperate with other Contractors may be declared in default on their Contract.

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 an acceptable manner and shall perform it in proper sequence to that the other Contractors.

At all grade separations and/or bridge structures where the Plans indicate fills at abutments are to be made by the Grading Contractor, the Grading Contractor shall begin grading operations at these locations immediately upon beginning work on the Project and shall complete the fills adjacent to abutments without undue delay. No rock shall be placed in fills within 30 ft. of abutment locations.

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At all grade separation structures where the Plans indicate that roadway excavation through the structure location is to be made by the Grading Contractor, the Grading Contractor shall begin grading operations at these locations immediately upon beginning work on the Project and shall complete this work without undue delay. Excavation at these locations shall not extend beyond the width of excavation shown on the underpass plans.

The Bridge Contractor shall complete the bridge boxes and the backfills around the bridge boxes to the top of the box or to the natural ground line, whichever is the lower, as soon as possible after the Contract is effective, so that the Grading Contractor may make the roadway fills over these bridge boxes.

If the Grading Contractor has completed his project, except for fills at bridge boxes to be constructed by the Bridge Contractor prior to completion of these boxes, the Bridge Contractor shall make the roadway fills to the typical section and sub-grade line as shown on the Plans.

Each Contractor involved in the Project shall assume all liability in connection with his Contract, and shall save and hold harmless the City of Edmond, its officers, agents and employees from any and all damages or claims that may arise because of inconvenience, delay, or other loss experienced by him because of the presence and operations of the other Contractors working within the limits of the same project.

105.08 Construction Stakes, Lines and Grades. Except when Section 642 "Contractor Construction Staking" is included in the Contract, the Engineer, without charge, will set construction stakes establishing lines, slopes and continuous profile-grade, together with necessary reference stakes and benchmarks. The Engineer will set sufficient right-of-way stakes to define right-of-way limits. The Engineer will set stakes to mark center line and establish benchmarks for bridges and special structures as necessary. The Engineer will provide stakes determining the centerline of piers and pedestals, the face of abutments, angles of wings and retaining walls, or other detailed measurements. The City will be responsible for the accuracy of this engineering work.

Should work be performed in accordance with inaccurate initial stakeout made by the Engineer and not discovered by the Contractor, payment for such work and any correction thereof will be made at applicable prices of the Contract unless such work differs substantially from that described on the Plans or in the Contract, in which case the provisions of Subsection 104.03 shall apply.

The Contractor shall be solely responsible for the preservation of all stakes and marks. If any construction stakes or marks are destroyed or disturbed by the Contractor, the cost of replacing them and correction of any errors in the work will be charged against him and will be deducted from the payment for the work.

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Construction staking by the Contractor will be required when specified in the Contract.

105.09 Authority and Duties of the Engineer. As the direct representative of the City, the Engineer has immediate charge of the engineering details of each construction Project. He is responsible for the inspection and documentation of the Contractor's efforts towards the satisfactory completion of the Project. He is delegated authority commensurable with his responsibilities. His authority includes, but is not limited to, the designation of subordinates to represent him, the authority to reject defective materials, and to suspend any work not in conformance with the Plans and Contract.

105.10 Duties of the Project Inspectors. Project inspectors will be authorized to inspect all work done and materials furnished. Inspection may extend to all or any part of the work and to the preparation, fabrication or manufacturing of the materials to be used. The inspector is not authorized to alter or waive the provisions of the Plans or the Contract. He is specifically prohibited from acting as foreman for the Contractor.

105.11 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 and to document the Contractor's efforts towards satisfactory completion of the project.

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 Plans and Contract. If the work thus exposed or examined proves acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed will be paid for in accordance with Subsection 104.03. Should the work so exposed or examined prove unacceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, will be at the Contractor's expense.

Any work done or materials used without inspection by an authorized City representative may be ordered removed and replaced at the Contractor's expense unless the City representative failed to inspect after having been given reasonable notice that the work was to be performed.

When any unit of government or political subdivision or any railroad corporation is to pay a portion of the cost of the work covered by this Contract, its respective representatives shall also have the right to inspect the work. Such inspection does not make any unit of government, political subdivision, or any railroad corporation a party to this Contract.

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105.12 Removal of Unacceptable and Unauthorized Work. All work which does not conform to the requirements of the Plans and Contract will be considered as unacceptable, unless determined acceptable under the provisions in Subsection 105.03.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause, found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in accordance with the Plans and Contract.

No work shall be done without lines and grades having been set. Work performed not in accordance with the Plans and Contract, work done beyond the lines shown on the Plans, or as given, except as herein specified, or any other unauthorized work performed will not be paid for by the City. Such work may be ordered removed or replaced at the Contractor's expense.

105.13 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 height or so loaded as to cause damage to structures or the roadway or to any other type of construction will not be permitted.

The hauling of materials within the project limits will be done in such a manner that it will not cause damage to the base or surface course. Loads in excess of the legal load limitations will not be permitted on any bridge structure within the limits of the project without written permission of the Engineer. Loads will not be permitted on concrete pavement, base, or structure before the expiration of the curing period. The Contractor shall assume all risks of damage and be financially responsible for all damage done by his hauling equipment.

105.14 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 improvements are kept in satisfactory condition at all times.

In the case of a Contract for the placing of a course upon a course or sub-grade previously constructed, the Contractor shall maintain the previous course or sub-grade during all construction operations.

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.

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105.15 Failure to Maintain Roadway or Structure. If the Contractor, at any time, fails to comply with the provisions of Subsection 105.14, 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 his Contract.

105.16 COMPLETION AND ACCEPTANCE.

A. *Semi-Completion.* If at any time during the prosecution of the Project, the Contractor completes a unit or portion of the Project, in accordance with the Contract, such as a structure, an interchange, or a section of road or pavement, he may request the Engineer to make a final inspection of that unit. If the Engineer finds upon inspection that the unit has been completed in compliance with the Contract, a completion date for that unit may be established and the Contractor may be relieved of further responsibility for that unit. Such semi-completion shall in no way void or alter any terms of the Contract.

B. *Completion.* Upon notification from the Contractor that he has performed the work required in the Contract, the Engineer will make an inspection. If all construction is found to have been completed in accordance with the Contract, that inspection will be the Final Inspection. The Engineer will declare the project complete and the Contractor relieved of all construction site responsibilities. If, however, the inspection discloses any work, in whole or in part, not in accordance with the Contract, the Engineer shall give written notice to the Contractor of the exceptions found in the inspection. Upon completion of these exceptions, the Engineer will declare the Project complete and relieve the Contractor of all construction site responsibilities.

C. *Final Acceptance.* The Engineer will issue a statement of final acceptance as of the date when the Contractor has furnished all of the required reports, certifications and other documentation. The date of final acceptance by the City will govern, in accordance with statutes and regulations, for payment of any interest on money due the Contractor.

105.17 CONTRACTOR CLAIMS.

A. *Notice of Intent to File Claim.* If the Contractor deems that additional time or compensation is due him for work or material not covered in the Contract or a change-in-plan, the Contractor shall, in writing, notify the Engineer of his intention to make a claim before he begins the work on which he intends to base the claim. The written notice shall set out the general nature of the proposed claim. If such notification is not given, the Contractor waives any claim for additional time or compensation.

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B. *Submission of Request for Additional Compensation or Time.* The Contractor shall state in detail, for each item of additional compensation or extension of time requested, the reason for the request, references to applicable provisions of the Contract, the nature of each element of the request, each period of time involved, and all other factual data attributable to the request. If requested in writing, the Contractor shall give the City access to any record relating to the compensation request, and when so requested shall furnish copies thereof. A request for records access and/or copies thereof shall extend the time permitted for the review by the City, as hereinafter set forth, by the time necessary for the Contractor to make the additional records available to the City.

Failure to submit such information and details will be sufficient cause for denying the request for additional compensation or time.

C. *Review of Request for Additional Compensation or Time.* The City shall make a written response to the Contractor's request for additional compensation or time after a review of the request.

Nothing in this Subsection shall be construed as establishing any claim contrary to the terms of Subsections 104.03 or 108.11.

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106.00 CONTROL OF MATERIALS

106.01 Source of Supply and Quality Requirements. The materials used on the Project shall meet all quality requirements of the Plans and the Contract. In order to expedite the inspection and testing of materials, the Contractor shall notify the Engineer of his proposed sources of materials, including fabrication, prior to the beginning of work. At the option of the Engineer, materials may be approved at the source of supply before delivery. If it is found that the sources of supply for previously approved materials do not perform as specified in the Plans and the Contract, the Contractor shall furnish materials from other sources.

When the Contractor has an option of using one of two or more materials or products as covered by a bid item of work in the Proposal, the successful Bidder shall advise the City in writing of the specific materials or product that he will use on the project.

106.02 Local Material Sources.

A. Suggested Sources. Possible sources of local materials may be suggested on the Plans and described in the Plans and the Contract. The quality of material in such deposits will be acceptable in general. However, the Contractor must determine for himself the amount of equipment and work necessary to produce a material meeting the requirements of the Plans and the Contract. It is specifically agreed and understood that the City does not determine the limits or quality of the entire deposit. The City does not warrant, either expressly or by implication, the quantity or quality of the materials contained in the suggested source. The Engineer may approve material from any portion of a deposit and may reject other portions of the deposit not meeting the requirements of the Plans and the Contract.

The City may require and make available to the Contractor the right to take materials from the sources suggested in the Plans and the Contract together with the right to use such property for plant site, stockpiles and hauling roads. It shall be the Contractor's responsibility to determine if he will utilize the suggested sources of materials, if the material is of adequate quality, and if sufficient quantities of material are present and submit his bid accordingly. No adjustment in price will be made on the basis of inadequacy of a suggested source.

B. Contractor Furnished Sources. If the Contractor desires to use material from sources other than those suggested, he shall acquire the necessary rights and shall pay all costs related thereto. All costs of exploring and developing such sources shall be borne by the Contractor. The use of material from other than suggested sources will not be permitted until approved in writing by the Engineer.

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When material deposits are not suggested in the Plans or the Contractor, the Contractor shall provide sources of material meeting the requirements of the Plans and the Contract.

Unless otherwise permitted, pits and quarries shall be so excavated that water will not collect and stand therein. Sites from which material has been removed shall, upon completion of the work, be left in a neat and presentable condition. Where practicable, borrow pits, gravel pits, and quarry sites shall be located so that they will not be visible from the roadway, and in any case not closer than five hundred (500) feet to the near right-of-way, except by written permission of the Engineer.

106.03 Samples, Tests, Cited Specifications. All materials will be inspected, tested and accepted by the Engineer as being in conformance with the Plans and the Contract before being incorporated in the work. Any work in which untested, unaccepted or where mislabeled materials are used without prior written approval of the Engineer shall be performed at the Contractor's risk and may be considered unacceptable. Unless otherwise designated, acceptance tests in accordance with the most recent standard methods of AASHTO or ASTM, including AASHTO interim Specifications or ASTM tentative Specifications, which are current on the date of advertisement for bids, will be made by and at the expense of the Contractor.

Standard density as used in these Specifications shall be the maximum density as determined by AASHTO T 99, Method C or D, unless otherwise stipulated by the Plans and the Contract or designated by the Engineer. In-place density shall be determined AASHTO T 238 (Nuclear) or other approved test method for in-place density determination.

Samples for acceptance testing will be taken by a qualified testing firm. All materials being used are subject to inspection, testing or rejection at any time. Copies of all tests will be furnished to the City.

Quality control during the progress of construction shall be the responsibility of the Contractor.

106.03 Plant Inspection. The Engineer may undertake the inspection of materials at the source.

In the event plan inspection is undertaken, the following conditions shall be met:

- A.** The Engineer shall have the cooperation and assistance of the Contractor and the supplier with whom the Contractor has contracted for materials.
- B.** The Engineer shall have full right of entry at all times to such parts of the plant as may concern the manufacture or production of the materials being furnished.

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- C.** If required by the Contract, 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 supplier.
- D.** Adequate safety measures shall be provided and maintained by the Contractor.

106.05 Field Office Laboratory. The Contractor shall furnish and maintain, for each Field Office or Laboratory required, an approved weatherproof building or trailer.

106.06 Storage of Materials. Materials shall be stored in such a manner as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may be inspected prior to and during their use in the work. Approved portions of the right-of-way may be used for storage purposes and the placing of the Contractor's plant and equipment, but any additional space required therefore must be provided by the Contractor at his expense. If portions of the right-of-way are used for the storage of materials, equipment, or the location of a plant, the Contractor shall take all precautions necessary to insure the safety of the public. Private property shall not be used for storage purposes without written permission of the owner or lessee. If requested by the Engineer, copies of such written permission shall be furnished by the Contractor. All storage sites shall be restored to their original condition by the Contractor at his expense.

106.07 Delivering and Stockpiling Aggregates. All aggregates shall be handled in such a manner as to preserve their quality, gradation and fitness for the work. The provisions for transporting aggregates shall be such to assure a continuous supply of material to the work.

Aggregate stockpiles shall be built up in such a manner that acceptable materials will be delivered to the plant or the project. Aggregates from different sources and different gradations shall not be stockpiled together.

The gradation requirements, for the individual stockpiles and proportioning from the stockpiles, shall be the responsibility of the Contractor. Aggregates that have become segregated, or mixed with earth or other foreign material shall be considered unacceptable.

106.08 Handling Materials. All materials shall be handled in such manner as to preserve their quality, gradation and fitness for the work. Aggregates shall be transported from the storage site to the work in such a manner as to prevent loss or segregation of materials.

The handling, loading, hauling, transferring, pumping, or similar operations connected with the movement of bituminous materials to the project site or

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mixing plant, and the storage of such material shall be in compliance with the requirements of the Oklahoma Department of Transportation Materials Division.

106.09 Unacceptable Materials. All materials not conforming to the requirements of the Plans and the Contract at the time they are used shall be considered as unacceptable, will be rejected, and shall be removed immediately from the site of the work.

106.10 City-Furnished Material. The Contractor shall furnish all materials required to complete the work, except those specified on the Plans and in the Proposal as being furnished by the City.

Material furnished by the City will be delivered or made available to the Contractor at the points specified on the Plans or in the Proposal.

The cost of handling and placing all materials after they are made available to the Contractor shall be considered as included in the Contract price for the bid item in connection with which they are used.

The Contractor will be held responsible for the storage, handling, and security of all material made available to him, and deductions will be made from any monies due him for any shortages or deficiencies, from any cause, for any damage which may occur after delivery and for any demurrage charges.

106.11 Guarantees And Warranties. The Contractor shall obtain and assign to the City all manufacturer's or producer's warranties or guarantees on all items, materials, electrical or mechanical equipment consistent with those provided as customary trade practice.

The Contractor shall supply manuals for all pieces of equipment included in the Project. Such manuals shall include operational procedures, complete nomenclature, wiring diagrams, schematics showing testing voltages or procedural methods, a functional description of circuits, parts lists, cross reference to standard part numbers, flow diagrams, and, where appropriate, testing procedures and other pertinent data.

The provisions of this section shall not be construed to be in lieu of the requirements of the Maintenance Bond but shall be cumulative thereto.

106.12 MATERIALS CERTIFICATIONS.

A. Description. This Subsection covers the requirements and procedures for the issuance and distribution of certifications of various types when designated as a part of the Plans and Contract for various materials and procedures.

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B. General Requirements.

1. The Contractor shall be responsible for obtaining all certifications and arranging for their delivery to the proper destinations as required by this Specification.
2. Certifications shall be signed by a responsible representative of the company which issues the certification. The official company title of the signer must be clearly shown immediately beneath his signature.
3. All certifications shall be furnished in duplicate and each copy shall show the following information:

Project Name
Name of Contractor
Type of Test
Location of Test
Identification Markings on Shipment
Quantity of Material Represented by the Certification
(See Note)

4. Sampling and testing of materials and procedures called for by the Plans and/or Specifications shall require a Type D Certification and shall be submitted under the guidelines listed above and within these Specifications.

When no certification type is expressly called for on the Plans and/or Specifications, a Type D Certification shall be supplied.

C. Types of Certifications. Unless otherwise specified, a certification shall be one of the following types:

1. *Type A Certification* shall be prepared by the manufacturer and shall consist of a certified copy of a report covering tests conducted by an approved laboratory. Such tests shall have been conducted on samples obtained from the lot or lots of material in the shipment.
2. *Type B Certification* shall consist of a certification prepared by the manufacturer and shall show the limits of test values as determined by an approved manufacturer's laboratory, a qualified commercial laboratory or other approved laboratory.
3. *Type C Certification* shall be prepared by the manufacturer and shall certify that the material in the shipment conforms to the same formula and/or is essentially the same as the material previously approved by the City.

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4. *Type D Certification* shall be prepared by a testing firm, a laboratory or by the manufacturer and shall state that the materials, samples and tests meet the applicable Specifications. These Specifications shall be listed by number, Section reference or other appropriate identification acceptable to the Engineer.

5. *Type E Certification* shall be prepared by the Fabricator to cover a composite item incorporating two or more materials which have been previously approved on an individual basis, but which lose their identity when they are incorporated into the composite item. All materials used in the fabrications shall be listed and identified. Composite items would include signs, overhead sign structures, etc. The Certification shall state that all materials used in the fabrication of the item in question were previously approved for use. The fabricator shall keep test reports and/or other pertinent identifying records of the individual items incorporated into the composite item until the item has been approved and accepted by the Engineer.

D. *Distribution of Certifications.* Certifications shall be mailed in duplicate to:

City Engineer
P. O. Box 2970
Edmond, OK 73083-2970

These certifications will be checked for conformance with the applicable Specifications, and approved copies forwarded to the Contractor.

E. *Basis of Acceptance.* Whenever a certification is required as part of a Specification, such material may be accepted on the basis of certification provided that all applicable requirements are met, and that visual inspection at destination shows the workmanship and condition of the material to be satisfactory.

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

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107.00 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.01 Laws to Be Observed. The Contractor shall be responsible to stay informed of all Federal and state laws, all local laws, ordinances, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affects those engaged or employed on the work, or which in any way affects the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; protect, indemnify, save and hold harmless the City of Edmond, its officers, agents, and employees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor, his employees, his sub-contractors, or others performing work on the project under his authorization.

All new construction, remodeling, modifications and alterations will meet or exceed the Federal Code of Regulations, 1900 to 1910; and will meet all requirements as specified in the Americans With Disabilities Act (Uniform Federal Accessibility Standards).

107.02 Permits and Licenses. In the prosecution of construction Contracts awarded by the City, the Contractor shall be required to obtain work permits or licenses for operations.

107.03 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 protect, indemnify, save and hold harmless the City, its officers, agents, and employees, any affected third party or political subdivision 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 City of Edmond for any costs, expenses, and damages which it may be obliged to pay by reason of any infringement, at any time during the prosecution of or after the completion of the work.

107.04 Restoration of Surfaces Opened by Permit. The right to construct or reconstruct any utility service within the project or to grant permits for same, at any time, is hereby expressly reserved by the City. The Contractor shall not be entitled to any damages from the City except as provided for in Subsection 108.11 for delay or damage due to utility service construction or reconstruction by a third party or parties.

Any individual, firm, or corporation wishing to make an opening in any easement or right-of-way must secure a Permit from the City. The Contractor shall allow parties bearing such Permits, and only those parties, to make openings. The Contractor shall make, in an acceptable manner, all necessary repairs due to such openings and such necessary work will be paid for as provided for in

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Subsection 104.03, or as otherwise provided, and will be subject to the same conditions as original work performed.

107.05 Federal and State Aid Provisions. When the United States Government and/or the State of Oklahoma pays all or any portion of the cost of a project, the Federal and State laws, and the rules and regulations made pursuant to such laws must be observed by the Contractor, and the work shall be subject to the inspection of the appropriate Federal or State agency.

Such inspection shall in no instance make the Federal or State Government a party to this Contract and will in no way interfere with the rights of either party hereinunder.

107.06 Sanitary, Health and Safe Provisions. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements of the State and the City Boards of Health, or of other bodies or tribunals having jurisdiction.

Attention is directed to Federal, State and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his health or safety.

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, the public and property. The Contractor shall be expected to comply with all laws, Federal Regulations, Ordinances and the City of Edmond Risk Management/Safety Manual related to safety and health, and shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should be reasonably expected.

The Engineer may order work to be stopped if conditions exist that present immediate danger to persons or property.

107.07 Public Convenience and Safety. The Contractor shall comply with all applicable Federal, State and City 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 requested by the Engineer, to protect property in connection with the performance of the work covered by the Contract.

Whenever construction activities or stockpiled materials interface with or affect the public, the Contractor shall take all required precautions to protect the public and as a minimum, signing shall conform to the MUTCD and the Plans. No public road shall be closed except by express permission of the Engineer.

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Where the Contractor constructs a temporary shoo-fly detour, temporary crossings for streams, or temporary culverts or bridges, his responsibility shall include the roadway approaches as well as the structures of such crossings.

The Contractor shall conduct his work so as to impose minimum interference to the public.

The Contractor shall maintain traffic as provided in Subsection 104.05.

If the above requirements are not complied with, the Engineer may issue a shut down order and may do such work as required for the safety of the traveling public and deduct the cost from any monies due the Contractor for work performed on the project.

107.08 Reserved.

107.09 Construction Traffic Control Devices. The Contractor shall provide, erect, and maintain all required barricades, suitable sufficient lights, signals, signs, and other traffic control devices, and shall take all required precautions for the protection of the work and safety of the public. Roadways and streets closed to traffic shall be protected by advance warning signs and effective barricades to prohibit unauthorized entry into the project. All obstructions to the normal flow of traffic shall be properly delineated during hours of reduced visibility. Warning signs and other protective devices which are as a minimum in compliance with the Plans and Contract and the MUTCD shall be provided to safely and properly control and direct traffic through the project.

The Contractor shall erect suitable warning signs where operations may interfere with the free flow of traffic and at all intermediate points where the project crosses or coincides with an existing road.

All barricades, warning signs, lights, temporary signals, and other protective devices must as a minimum conform to the MUTCD for Streets and Highways. The Contractor shall provide any and all additional construction zone traffic control devices required on the project for the safety of the public.

107.10 Use of Explosives. When the use of explosives is necessary for the prosecution of the work, the Contractor shall exercise the utmost care to protect life, property, and completed work. When using explosives, the Contractor shall comply with any and all laws and ordinances governing such use, in particular a Blasting Permit issued by the Edmond Fire Department. The Contractor shall assume all risks and shall be solely responsible for any and all damages resulting from the use or storage of the explosives on the project. The Contractor shall use an expert certified in the use of any proposed explosives.

All explosives shall be stored in a secure manner in compliance with all laws and ordinances, and all such storage places shall be clearly marked "Dangerous

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Explosives". As a minimum, storage shall be provided in accordance with Occupational Safety and Health Act (OSHA) regulations as defined in the Federal Register, but not closer than one thousand (1,000) feet from any building, camping area or place of human occupancy.

The Contractor shall notify the Fire Marshall, the Engineer, property owners, public utilities and railroads having facilities near the site of the work of his intentions to use explosives and the location, date, time, and approximate duration of the blasting. The notice shall be given sufficiently in advance to enable the owners and companies to take any steps as they may deem necessary to protect their property from damage or injury.

The Contractor shall erect suitable warning signs on all roads alerting the public in the immediate vicinity of blasting operations. The signs shall also include a warning that all portable radio transmitters should be turned off while in the vicinity. If required, the Contractor shall control traffic by use of flagmen and guards in the danger zone of blasting.

107.11 Protection and Restoration of Property and Landscape. The Contractor shall be responsible for the preservation of all public and private property and shall protect all land monuments and property marks until the City has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be solely responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials.

If any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring or he shall make good such damage or injury.

107.12 Forest, Park, and Public Land Protection. In carrying out work within or adjacent to State or National Forests, Parks, or Public Lands, the Contractor shall comply with all regulations of the State Fire Marshal, Conservation Commission, Forestry Department, or other authority having jurisdiction. He shall keep the areas in an orderly condition, dispose of all refuse, obtain permits for the construction and maintenance of all construction camps, stores, warehouses, residences, latrines, cesspools, septic tanks, and other structures in accordance with the requirements of the duly authorized official.

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The Contractor shall take all reasonable precautions to prevent and suppress forest fires and shall require his employees and subcontractors, both independently and at the request of the Authority having jurisdiction, to do all reasonably within their power to prevent and suppress and to assist in preventing and suppressing forest fires and to make every possible effort to notify a Forest official at the earliest possible moment of the location and extent of any fires seen by them.

107.13 Insurance Responsibility for Damage Claims. The Contractor shall protect, indemnify, save and hold harmless the City of Edmond, their officers, agents, and employees from all suits, actions or claims of any kind or character brought because of bodily injuries, sickness, disease or personal injury, or damages received or sustained by an person, persons, or property on account of any operations of the Contractor, his agents, employees, his subcontractors or any others authorized by the Contractor to perform work on the project.

Third Party Beneficiary Clause. It is specifically agreed by and between the parties executing this Contract, that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof any third party beneficiary provisions or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

The Contractor shall carry insurance of the following kinds and amounts on all City Contracts:

A. Contractor's Public Liability, Auto Liability and Property Damage Liability Insurance. The Contractor shall provide regular Contractor's Public Liability Insurance for a combined amount of one million (\$1,000,000) dollars of coverage for all damages arising out of bodily injury, death, and property damage for each occurrence with an aggregate limit of two million (\$2,000,000) dollars.

The Contractor shall provide business auto liability coverage for an aggregate limit of one million (\$1,000,000) dollars of coverage for bodily injury and property damage arising out of the operation or maintenance of any vehicle including owned, non-owned and hired vehicles, and employee non-ownership use.

B. Insurance for Subcontractor's and Contractor's Protective Public Liability and Property Damage Liability Insurance. In the event that any of the work to be performed by the Contractor on the project is sublet or assigned, or is otherwise to be performed by anyone other than the Contractor's own employees, then the insurance specified above shall extend to cover such work.

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- C. *Workmen's Compensation Insurance and Employer's Liability Insurance.*** The Contractor shall furnish satisfactory evidence to the City that, with respect to the work to be performed by him on the project, he carries regular Workmen's Compensation and Employers Liability Insurance covering his liability under the "Workmen's Compensation Law of the State of Oklahoma". The Contractor shall maintain the aforementioned insurance in full force and effect for the duration of the Contract. Should the Contractor fail or neglect to maintain the aforementioned insurance, the City specifically reserves the right to withhold all funds due and owing the Contractor until such time as the required insurance is in effect.

In addition to the aforementioned insurance coverage, on any project in which the Contractor shall perform any Railway-Highway work, the Contractor shall also secure the following: "Railroads' Protective Liability and Property Damage Insurance".

- D. *Railroads' Protective Liability and Property Damage Insurance.*** In addition to the above, the Contractor shall furnish satisfactory evidence to the City that, with respect to the work to be performed by him under the Contract, he has provided for and on behalf of the Railway Company or Railway Companies involved, Protective Public Liability Insurance in an amount as may be required by the Railway Company, which amount shall be specified in the bid documents. Policies shall not include liability for negligence on the part of the Railway Company, its agents or employees, except as set out in Coverage A, B, or C of the form of policy, or amendments thereto, referred to under paragraph 6 below. This insurance applies to each and all Railway Companies involved in the work.

- E. *General.*** The insurance hereinbefore specified shall be carried in Insurance Companies approved by the City, and where applicable the Railway Company, during all times when work is being carried on under the terms of the Contract, until all work required to be performed under the Contract is satisfactorily completed as evidenced by the formal acceptance by the City.

- F. *Certificates of Insurance.*** Required insurance shall be documented by Certificates of Insurance which provide that the City of Edmond shall be notified at least sixty (60) days in advance of cancellation, non-renewal or adverse change. The Certificate of Insurance shall show the City of Edmond as the named insured.

For general liability, the Contractor shall provide an indication of the amounts of claims, payments or reserves chargeable to the aggregate amount of liability coverage.

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G. Variances. A variance may be granted from the one million (\$1,000,000) dollar insurance requirement only upon a finding by the City Engineer, City Purchasing director and City Manager that:

1. The application of the insurance requirement in a particular project would create an unnecessary hardship;
2. The variance, if granted, would not cause substantial detriment to the public good, or impair the purposes and intent of the insurance requirement;
3. The variance, if granted, would be the minimum necessary to alleviate the unnecessary hardship;
4. The nature and type of the project does not necessarily justify the insurance requirement.

107.14 Opening Sections of Project. Opening sections of the work prior to completion of the entire Contract may be desirable from a service standpoint, or may be necessary due to conditions inherent in the work, or by changes in the Contractor's work schedule, and may be necessary due to conditions or events unforeseen at the time of the Contract. Such openings as may be necessary due to any of the foregoing conditions shall be made when so ordered by the Engineer. Under no condition shall such openings constitute acceptance of the work or a part thereof, or a waiver of any provisions of the Contract, except as provided in writing in accordance with Subsection 105.16 A.

Special Provisions shall state, in so far as possible, which sections shall be opened prior to completion of the Contract. On any section opened by order of the Engineer, whether covered in the Special Provisions or not, the Contractor shall not be required to assume any expense entailed in maintaining the opened section of the work. On such portions of the project which are ordered by the Engineer to be opened, compensation for additional expense, if any, to the Contractor and allowance of additional time, if any, for completion of any other items of work on the portions of the project ordered by the Engineer to be opened, shall be as set forth in a change order mutually agreed to by the Engineer and the Contractor.

If the Contractor is dilatory in completing features of the work, the Engineer may so notify him in writing and establish therein a reasonable period of time in which the work should be completed. If the Contractor fails to make a reasonable effort toward completion in this period of time, the Engineer may open all or a portion of the project. On such sections, the Contractor shall conduct the remainder of his construction operations so as to cause the least obstruction and shall not receive any added compensation due to the added cost of the work by reason of opening such section.

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On any section opened under any of the above conditions, whether stated in the Special Provisions or opened by necessity of the Contractor's operations, or unforeseen necessity, any damage which might occur on such sections shall be repaired by the Contractor at his expense.

107.15 Contractor's Responsibility for Work. Until completion of the project in accordance with Subsection 105.16 B., the Contractor shall have the charge and care thereof and shall take every required precaution against injury or damage to any part thereof by the action of the elements or from any other cause. The Contractor shall also take all required precautions for the protection of the public prior to completion of the work required in the Contract. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before completion of the work and shall bear the expense thereof, except damage to the work due to unforeseeable causes beyond the control of, and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy or governmental authorities.

Unless otherwise provided, when the work is suspended for any cause whatever, the Contractor shall be responsible for the project and shall take required precautions that may be necessary to prevent damage to the project, provide for drainage, protect the public, and shall erect any necessary temporary structures, signs, or other facilities in accordance with the Contract. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established plantings, seedings, and soddings furnished under his Contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

107.16 Contractor's Responsibility for Utility Property and Services. At points where the Contractor's operations are adjacent to properties of railroad, telephone, power companies, other utilities or facilities rightfully located within the limits of the project, damage to which might result in considerable expense, loss or inconvenience, work shall not be commenced until all arrangements that are required for the protection thereof 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 that duplication of rearrangement work may be reduced to a minimum and that services rendered by those parties will not be unnecessarily interrupted.

Reference is made to the Underground Facilities Damage Prevention Act (63 O.S. Section 142.1 et. seq.), including amendments, which is made part of the Contract.

In the event of interruption to water or utility services as a result of accidental breakage, or as a result of being exposed or unsupported, the Contractor shall

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immediately notify the proper authority. He shall cooperate with the said authority in the prompt restoration of service. In no case shall interruption to water service be allowed to exist outside of working hours. Fire hydrants shall be kept accessible to the Fire Department at all times and no materials shall be kept or stockpiled within fifteen (15) feet of any fire hydrant.

The Contractor shall check the location of all water services, water mains, sanitary sewers and other utilities and shall be solely responsible for damages to these facilities resulting from his operation.

107.17 Furnishing Right-Of-Way. The City will be responsible for securing all necessary rights-of-way, as shown on the Plans, in advance of construction. Any exceptions will be indicated in the Contract.

107.18 Reserved.

107.19 No Waiver of Legal Rights. The City shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed and materials furnished by the Contractor, nor from showing that any such measurement, estimate or certificate is untrue or is incorrectly made, nor that the work or materials do not in fact conform to the Contract. The City shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor or his Sureties, or both, such damage as it may sustain by reason of his failure to comply with the terms of the Contract. Neither the acceptance by the City, or any representative of the City, nor any payment for, or acceptance of, the whole or any part of the work, nor any extension of time, nor any possession taken by the City, shall operate as a waiver of any portion of the Contract, or of any power herein reserved, or of any right to damages. Acceptance shall be final and conclusive except as otherwise provided in the Specifications, or as regards latent defects, or frauds, or such gross mistakes as may amount to fraud, or as regards to the City's rights under any warranty or guaranty. A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach. Nothing contained in this section shall operate as a waiver or extension of any applicable statute of limitations with respect to the time within which an action may be brought for the breach of Contract.

107.20 Reserved.

107.21 Reserved.

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108.00 PROSECUTION AND PROGRESS

108.01 Subletting of Contract. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or Contracts or any portion thereof, or any of his rights, title, or any interests therein, without written consent of the City or its authorized representative.

Requests for permission to sublet, or otherwise dispose of any portion of the Contract work shall be in writing and accompanied by a statement showing that the organization which will perform the work is particularly experienced and equipped for such work. No Subcontracts, or transfer of Contract, shall in any case release the Contractor of his liability under the Contract and bonds.

Should the Contractor assign any of his right title or interest in the Contract said assignment shall be made only with the full knowledge and written consent of the Surety. It is specifically understood that a violation of the Subsection will constitute an act of default on the part of the Contractor.

108.02 Work Order. The Work Order will stipulate the date on which it is expected the Contractor will begin the construction. In no case shall work, other than mobilization, start prior to issuance of the work order.

108.03 Prosecution and Progress. The Contractor shall furnish, if required, the Engineer with a "Progress Schedule". The Progress Schedule will be used as the basis for establishing major construction operations and as a control on the progress of the work.

The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the Plans and the Contract. Should the prosecution of the work for any reason be discontinued, the Contractor shall notify the Engineer at least twenty-four (24) hours in advance of resuming operations, and submit a revised Progress Schedule.

108.04 Limitation of Operations. The Contractor shall conduct the work at all times in such a manner and in such sequence as will assure the least interference with the public. He shall not open up new work to the prejudice or detriment of work already started. The Contractor may be required to finish a section before work is started on additional sections, if opening of such sections is essential to the public safety and convenience.

108.05 Character of Workers. The Contractor shall at all times employ sufficient labor for prosecuting the several classes of work to full completion in the manner and time required by the Plans and the Contract.

All workers shall have sufficient skill and experience to perform properly the work assigned to them.

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Any person employed by the Contractor or by any Subcontractor who does not perform his work in a proper and skillful manner, whose conduct is disruptive, abusive, or impedes the progress of the work shall, at the written request of the Engineer, be removed forthwith by the Contractor or Subcontractor, and such person shall not return to the project without the approval of the Engineer.

Should the Contractor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Engineer may suspend the work by written notice, but time to complete the project as set forth in the Contract shall not be suspended or extended.

In the performance of this Contract, the Contractor shall comply with all Federal and State requirements for nondiscrimination and equal employment opportunity. On all projects, Special Provisions, which set forth minimum wage rates and required reports, shall be included in the Contract.

108.06 Methods and Equipment. It is the intent of the Plans and the Contract that, except where specifically provided, methods and equipment used shall be those generally accepted by the industry and which produce the quality of work specified.

If the Contractor desires to use an unusual or experimental method or type of equipment, he shall notify the Engineer in writing. The notice shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to use that method or equipment before he begins work. If the Engineer concurs, it is specifically agreed and understood that the Contractor will be fully responsible for producing construction work in conformity with Contract requirements.

If after use the proposed methods or equipment fails to produce work meeting the requirements of the Plans and the Contract, the Contractor shall discontinue the use of that method or equipment and complete the remaining work with conventional methods and equipment in a manner acceptable to the Engineer. The Contractor shall remove the deficient work and replace it with work meeting the requirements of the Plans and Contract. No change will be made in the basis of payment for the construction items involved or in the Contract time as a result of a change in methods or equipment under these provisions.

The Engineer shall have the final authority to reject any method which cannot produce the required results or equipment which cannot be properly calibrated or controlled. Rejected equipment shall be removed from the project and replaced with approved equipment.

108.07 Determination and Extension of Contract Time. The time allowed for the completion of the work will be stated in the Proposal and Contract, and will be known as the "Contract Time".

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When the Contract Time is on a calendar day basis, it shall consist of the number of calendar days stated in the Contract counting from the effective date of the Work Order or from the date the Contractor begins work, whichever is earlier, including all Sundays, holidays and non-work days. All calendar days elapsing between effective dates of any orders of the Engineer to suspend work and to resume work for suspensions, not the fault of the Contractor, shall be excluded.

When the Contract completion time is a fixed calendar date, that date shall be the date on which all work on the project shall be satisfactorily completed.

The number of days for performance allowed in the Contract as awarded is based on the original quantities as defined in Subsection 102.05. If satisfactory fulfillment of the Contract requires performance of work in greater quantities than those set forth in the Proposal, the Contract time allowed for performance shall be increased on a basis commensurate with the amount and difficulty of the added work. Such changes or agreements will contain the additional time, if any, allowed for performance of the work.

If the Contractor finds it impossible, for reasons beyond his control, to complete the work within the Contract time as specified or as extended in accordance with the provisions of this Subsection, he may, at any time prior to the expiration of the Contract time as extended, make a written request to the Engineer for an extension of time setting forth therein the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified in the Proposal and the Contract or that previously unprotested time charges were incorrect shall not be grounds for an extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, the Engineer may extend the time for completion in such amounts as the conditions justify. The extended time for completion shall then be in full force and effect the same as though it were the original time for completion. Daily time charges will cease when the project is completed in accordance with Subsection 105.16 B.

108.08 Failure to Complete on Time. If the Contractor fails to complete the work within the time specified in the Contract, the sum specified in the Contract will be deducted from any monies due the Contractor for each calendar day or work day beyond the specified time, not as a penalty but as liquidated damages. Rates for liquidated damages will be set forth in the Contract.

When tied or combination bids are permitted, the manner of assessment of time will be shown in the Plans and the Contract.

Permitting the Contractor to continue and finish the work or any part of it after the time specified for its completion will in no way operate as a waiver on the part of the City of any of its rights under the Contract.

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108.09 Default and Termination of Contract. If the Contractor fails to begin the work under the Contract within the time specified in the Work Order; fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of said work; fails to coordinate his work with other Contractors as provided in Subsection 105.07; performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable; discontinues the prosecution of the work; fails to resume work which has been discontinued within a reasonable time after notice to do so; becomes insolvent or is declared bankrupt; commits any act of bankruptcy or insolvency; allows any final judgment to stand against him unsatisfied for a period of ten (10) days; fails to carry on the work or comply with the Contract in an acceptable manner; the Engineer will give notice in writing to the Contractor and his Surety of such delay, neglect or default.

If the Contractor or Surety, within ten (10) days of such notice shall fail, refuse, or commit any other acts referenced as a default in these Specifications; neglect to correct the default, the City shall have full power and authority without breaching the Contract or violating the terms thereof to take the prosecution of the work from the control of the Contractor and so notify the surety Company who shall assume full responsibility for the work. The City shall take all reasonable steps to protect the work after the Contractor has been removed from the Contract, and may have the Contract completed in a manner consistent with State Law. Should the Surety Company fail, refuse or neglect to take action to correct the default, the City may at its option refuse to accept further bonds from that company

All costs and charges incurred by the City, together with the cost of completing the work under Contract, will be deducted from any monies due or which may become due said contractor or Surety. If such expense exceeds the sum which would have been payable under the Contract, then the Contractor and the Surety shall be liable and shall pay to the City the amount of such excess. The Surety Company in correcting the default shall either provide such necessary assistance to the Contractor in order to allow him to correct the default and complete the Contract or the Surety Company shall enter into an agreement with another Contractor acceptable to the City for the completion of the work. In no event shall the Surety Company tender to the City a substitute Contractor for the City to enter into a Contract with for the completion of the work.

108.10 Termination of Contract before Completion without Fault of the Contractor. The City of Edmond specifically reserves the right to terminate any Contract at any stage of completion without fault of the Contractor, when in the event of a national emergency or for any other reason beyond the control of the City such termination becomes necessary in the best interest of the City. Written notice of such termination shall be given to the Contractor. Upon such termination, the Contractor shall be entitled to the full amount of the estimate for the work actually done by him under the terms and conditions of the

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Contract up to the date of service of the notice of termination, including any retained percentage. In addition, the Contractor shall be reimbursed by the City of Edmond for any actual expenses incurred which are not otherwise compensated and which are required in preparing for, moving to and from the job, and for materials on hand; the intent being that an equitable settlement shall be made with the Contractor.

Termination of a Contract, or a portion thereof, shall not relieve the Contractor of his responsibilities for the completed work, nor shall it relieve his Surety of its obligation for and concerning any just claims arising out of the work performed.

Notice shall have been served upon the Contractor when delivered to the person in charge of any office used by the Contractor, the Contractor's superintendent, or any other authorized representative in charge of the job, or sent by registered mail to the Contractor at his last know place of business.

108.11 Hindrances and Delays. Should the Contractor be delayed in the commencement, prosecution, or completion of the work to be performed under the terms of the Contract by an act of the City, its officers, agents, or employees or by the act of any other Contractor, the Contractor shall, as his sole and exclusive remedy, be entitled to an extension of time on the Contract. The extension of time shall release and discharge the City, its officers, agents, and employees from all claims of any kind or character on account of the aforesaid delay. Extension of time occasioned by delay shall in no instance exceed the time actually lost to the Contractor by reason of the aforesaid delay. The Contractor shall notify the City within five (5) days of the beginning of the delay that the delay is occurring or has occurred, the cause for the delay, and that the Contractor desires additional time as compensation for the delay. No allowance of additional time shall be due to the Contractor if the Contractor fails to notify the City within the five (5) day period.

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109.00 MEASUREMENT AND PAYMENT

109.01 Measurement of Quantities.

- A. General.** All work completed under the Contract will be measured by the Engineer according to the United States standard measure.

Linear measure of portland Cement concrete pavements shall be along actual surface, not horizontally.

A station when used as a definition or term of measurement will be one-hundred (100) linear feet.

The methods of measurements and computations to be used in determination of quantities of material furnished and of work performed under the Contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures having an area of 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the Plans or as modified by the Engineer.

Where the area unit for measurement and payment is on an acre basis, the measurements will be taken on the slope of the ground to compute the actual surface area in acres for payment.

Structures will be measured according to neat lines shown on the Plans or as altered to fit field conditions.

All items which are measured by the linear foot, such as pipe culverts, guardrail, underdrains, etc., will be measured as specified under the Method of Measurement for the item in the Specifications, unless otherwise shown on the Plans.

In computing volumes of excavation the average end area method, photogrammetry method, or other acceptable methods will be used.

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate, pipe culvert and arches, and metal cribbing will be specified and measured in decimal fractions of inches. The measurement of wire will be Size Number in accordance with AASHTO M 32 unless otherwise specified.

The term "ton" will mean the short ton consisting of two-thousand (2,000) pounds avoirdupois. All materials which are measured or proportioned by

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weight shall be weighed on accurate approved scales by competent, qualified personnel at locations designated by the Engineer. If material is shipped by rail, the car weight may be accepted, provided that only the actual weight of material will be paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Engineer directs, and each truck shall bear a plainly, legible identification mark.

All scales for weighing truck loads of materials to be paid for by weight measurements shall be of adequate size and capacity to weigh the entire gross load at one weighing on a single set of scales.

Scales shall be inspected and certified at least every 6 months or more often as the Engineer may deem necessary to assure their continued accuracy. The Contractor shall have on hand not less than ten fifty (50) pound weights for testing scales. Approved commercial scales may be used.

Instead of weighing truck loads of materials on single sets of scales measuring the gross load as provided above, the Contractor may use an approved automatic batch weight and printer system.

The approved automatic batch weight and printer system shall be electronically controlled and capable of determining the net batch weight of material being delivered to the transporting truck. Such weights shall be evidenced by a weigh ticket containing all the required identifying information for each load.

The printed batch weights may be used in lieu of truck scales in making this weight determination.

The automatic batch weight and printer system shall be subject to calibration, inspection, and certification requirements as provided above for scales.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable to the Engineer, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their strike-off level or approved established capacity when materials are delivered to the project.

The Engineer may require leveling of the loads as deemed necessary to assure receiving at least the established capacity.

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The capacity of all vehicles shall be established by the Engineer and plainly marked on said vehicle and the capacity or marking shall not be changed without permission of the Engineer.

When requested by the Contractor in writing, and approved by the Engineer, material specified to be measured by the cubic yard or ton may be converted to the other measure as appropriate. Factors for conversion from weight measurement to volume measurement will be determined by the Engineer and shall be agreed to by the Contractor before such method of measurement of the pay quantity is used.

Bituminous materials will be measured by the gallon or ton.

Volumes will be measured at 60° F or will be corrected to the volume at 60° F using ASTM D 1250 for asphalt or ASTM D 633 for tars.

Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

Wherever in the Plans or the Contract, or in the Proposal, it is provided that liquid asphalt be measured by the gallon, and the liquid asphalt is delivered to the project with certified weight billing, the weight of the liquid asphalt used in the completed and accepted work shall be converted to gallons by the application of a conversion factor approved by the Engineer. Any portion of a load delivered to the work and not used shall be determined by measurement or weighing, in the vicinity of the project, and making the necessary deduction to arrive at the weight or volume of liquid asphalt used in the work.

Liquid asphalt, when measured by weight or converted to gallons as provided herein, shall be paid for by the gallon.

The Contractor shall provide all necessary means and assistance for measuring and calibrating distributors and tanks for determining the quantity of material in distributors and tanks at any time. The Engineer may require that the distributor be calibrated before its use on the work and any other time deemed necessary. The Contractor shall furnish a calibrated gauge (strapping stick) for each distributor so that the volume can be determined at any level of the contents. The Contractor shall place the distributor on a level area for these measurements.

Portland Cement will be measured by the pound, hundredweight (cwt), or ton.

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Timber will be measured by the thousand feet board measure (M.F.B.M.) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses, and the extreme length of each piece.

The term "lump sum" when used as an item of payment will mean completed payment for the work described in the Contract.

When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited Specifications, manufacturing tolerances established by the industries involved will be accepted.

B. Plan Quantities. When the Contract specifies payment of an item or of a portion of an item on a plan quantity basis, the quantities for payment will be those shown on the Plans with deductions from or additions to such quantities resulting from authorized deviations from the Plans.

When disagreement develops between the Contractor and the Engineer as to the accuracy of the plan quantities, either party shall, before any work is started which would affect the measurement, have the right to request in writing that the quantities involved be measured. If the Plan Quantity is found to be in error, acceptance and payment will be made in accordance with the corrected Plan Quantity.

109.02 Scope of Payment. The Contractor shall accept the compensation, as herein provided in the Contract, in full payment for furnishing all materials, equipment, labor, tools and incidentals necessary to complete the work and for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties, except as provided in Subsection 107.15, which may be encountered during the prosecution of the work until the final acceptance by the Engineer, and for all risks of every description connected with the prosecution of the work, for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified, and for any infringement of patent, trademark, or copyright; and for completing the work according to the Plans and the Contract. Neither the payment of any estimate or of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.

In the event the Surety on any statutory, performance or maintenance bond given by the Contractor becomes insolvent, is placed in the hands of a receiver,

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is taken under supervision, or has its right to do business in this State revoked as provided by law, the City shall withhold payment of any estimate filed or approved by the Engineer until the Contractor shall give a good and sufficient security as provided by law in lieu of the bond so executed by such Surety.

109.03 Payment for Increased or Decreased Quantities. Payment for changes of quantities is to be paid for as set forth in Subsection 104.03.

Increase in quantities covered in Subsection 107.15, regardless of magnitude will be paid for at the Contract unit price bid for each item of work involved.

No adjustment of payments to the Contractor will be made for increases or decreases in cost.

109.04 Payment for Cancelled Items. Payment for cancelled items is to be paid for as set forth in Subsection 104.03 and as provided below.

Acceptable materials ordered by the Contractor or delivered on the work subsequent to the Award of the Contract and prior to the date of cancellation, alteration, or suspension of the work by order of the Engineer will be paid for at the actual cost to the Contractor and shall thereupon become the property of the City. The Contractor shall submit immediately certified statements covering all money expended in preparation for work on any cancelled item when such preparation has no value to the remaining items of the Contract for a proportionate amount based on the total Contract price over which such preparation would ordinarily be distributed when other items are included in such a preparation.

109.05 Reserved.

109.06 Partial Payments. The Engineer will make written estimates of the materials complete in place and amount of work performed in accordance with the Contract during the current period of time between estimates and the value thereof figured at the Contract unit prices. From the total of the estimate so ascertained an amount equal to 10% of the amount earned will be retained.

At any time the project is fifty percent or more complete, the rate of retainage will be one-half of the original retained amount, provided the percentage of time charged to the Contract does not exceed the percentage of the Contract amount earned by more than ten percent. At any time the percentage of time charged exceeds the percentage of the amount earned by more than ten percent, the retainage will be resumed at the rate in the above table. The percent of the project complete will be determined by dividing the amount earned to date by the dollar amount of the Contract as awarded. The percent of time charged will be determined by dividing the number of days charged by the number of days provided as Contract time. Projects with a specified completion date will be treated as calendar day projects for this purpose.

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The dollar amount of retainage as computed above will be retained by the City until final payment is made. Upon approval of the Surety and the City, the retainage amount will be further reduced provided the project is complete as defined in Subsection 105.16 B., or the uncompleted work is restricted by the Specifications.

Estimates will be made monthly. No estimates except final estimates will be made for a sum less than five hundred dollars (\$500). The estimates will be approximate only and all partial or monthly estimates and payments will be subject to correction in the estimate rendered following discovery of an error in any previous estimate.

Should any defective work or material 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, there will be deducted from the first estimate rendered after the discovery of such work, an amount equal in value to the 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.

109.07 Payment for Material on Hand. Payment to the Contractor may be made for materials conforming to the Plans and the Contract which are stockpiled at the project site or other approved or designated locations, or at a plant site required for his operations as approved by the City. This payment will be made in accordance with the City procedure on the following basis:

- A.** The quantity of each particular stockpiled material to be considered will be limited to that required for the project and the payment shall not exceed their prorata part of the Contract item or items in which such materials are to be incorporated in conformity to the Contract.
- B.** Payment for stockpiled materials shall be limited to bulky materials which are durable in nature. The applicable retainage will apply to payment for materials on hand. Payment for material on hand will be withheld until issuance of the work order, unless otherwise authorized.
- C.** Items having a gross value of less than one thousand dollars (\$1,000.00) will not be entered for payment.

109.08 Final Payment. Upon the completion of any Contract a final inspection must be made by the Engineer to determine whether the work has been completed in accordance with the Plans and the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. When the work has been completed and certified to the City Council, the final estimate shall be executed and submitted expeditiously.

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Acceptance shall be final and conclusive except as otherwise provided in the Contract or as regards latent defects or frauds, or such gross mistakes as may amount to fraud, or as regards to the City's rights under any warranty or guaranty or bond.