PROJECT MANUAL

PERKINS ROAD WATERLINE RELOCATION
STILLWATER PROJECT NO. 17WL03
BID NO. 07 19/20

ISSUED FOR BID: FEBRUARY 16, 2020
BIDS OPEN: MARCH 11, 2020

PREPARED BY:
PLUMMER
414 NW 4TH ST SUITE 150
OKLAHOMA CITY, OKLAHOMA 73102
W: 405-440-2725

Oklahoma No. C.A. 1097; Expires June 30, 2020
Notice to Bidders

February 16, 2020

Notice is hereby given that the City of Stillwater/Stillwater Utilities Authority will receive sealed bids for the construction of:

Perkins Road Waterline Relocation

SUA Bid No. 07 19/20

Scope of work to primarily include the following:

Replacement or relocation of approximately 3420 LF of waterlines along Perkins Rd ROW.

Bids will be received in Office of the City Clerk until 3:00 PM CST on Wednesday, March 11, 2020. Sealed Bids can also be mailed to the City Clerk at P.O. Box 1449, Stillwater, Oklahoma, 74076 as long as they are received by the date and time referenced above. Bids shall be opened and read aloud at the above stated time for receipt of bids. Bid opening will occur in Room 1112 B of the Municipal Building, 723 South Lewis, Stillwater, Oklahoma, 74074.

Bids shall be submitted as stated in the Instructions to Bidders.

Any bid received by the City Clerk more than ninety-six (96) hours, excluding Saturdays, Sundays and holidays, before the time set for the opening of bids, or any bid so received after the time set for opening of bids, shall not be considered and shall be returned unopened to the bidder submitting same.

Bids will be referred to city staff for evaluation. The City Council may award to the "lowest and best responsible bidder." The Council reserves the right to reject any or all bids or portions thereof and to waive any technicalities in the bidding process. No bid may be altered, withdrawn, or resubmitted within 45 days after the date set for the opening of bids.
Contract documents as needed for bidding on the project may be downloaded free of charge from www.stillwater.org/rfp. Hard copies of the bid packet is available upon request. Please give 24-hour notice so that we may have sets readily available. Questions regarding the bid package should be directed to Alan Swartz at (405) 440-2725. Cost is $20, nonrefundable.

Each bidder is required to submit with their bid a proposal guarantee in the form of an acceptable bidder's bond, a certified check, or a cashier's check on a solvent bank in the state of Oklahoma, and in the amount of not less than five percent (5%) of the amount bid. The successful bidder shall execute a contract within 14 days of notice of award by the city.

The successful bidder shall file a performance bond, maintenance bond, statutory bond and certificates of insurance in the statutory amounts for public liability and workers compensation insurance at the time of signing the contract.

Any agreement entered into as a result of this request for proposals shall be construed under the laws of the State of Oklahoma, and the venue for enforcement of the agreement shall be the State of Oklahoma.

The City may issue addenda as may be necessary in the best interest of the public and the City of Stillwater. Addenda may amend the date and/or time for receipt of bids or any specification, item, document, or requirement in the Bidding Documents upon notice to all prospective bidders who signed the sign-in sheet at the Pre-Bid Conference.

A MANDATORY pre-bid conference will be held at 1:00 PM on Thursday, February 27, 2020 in Room 2073 of the Municipal Building, 723 South Lewis, Stillwater, Oklahoma. Anyone that intends to submit a bid is REQUIRED to attend this meeting.

Teresa Kadavy
City Clerk
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THIS AGREEMENT is by and between City of Stillwater, Oklahoma/Stillwater Utilities Authority (Owner) and <to be filled out after bidding> (Contractor).

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

ARTICLE 1 - WORK

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

1. Prepare, submit, and obtain approval for a traffic control plan in accordance with Section 1570 Maintenance and Control of Traffic.
2. Project Description:
   a. Construction of the following PVC waterlines by open cut and trenchless installation (All lengths are approximate):
      i. Pipeline 1 – 63 LF (12-inch)
      ii. Pipeline 2 – 20 LF (8-inch) and 570 LF (12-inch)
      iii. Pipeline 3 – 20 LF (6-inch) and 220 LF (12-inch)
      iv. Pipeline 4 – 30 LF (12-inch) and 120 LF (6-inch)
      v. Pipeline 6A – 20 LF (6-inch) and 140 LF (12-inch)
      vi. Pipeline 6B – 20 LF (6-inch) and 266 LF (12-inch)
      vii. Pipeline 7 – 234 LF (6-inch)
      viii. Pipeline 8 – 140 LF (8-inch) and 30 LF (12-inch)
      ix. Pipeline 10 – 110 LF (8-inch) and 115 LF (12-inch)
      x. Pipeline 11 – 568 LF (12-inch)
      xi. Pipeline 12 – 467 LF (12-inch)
      xii. Pipeline 13 – 20 LF (10-inch) and 263 LF (12-inch)
   b. Installation of all proper connections to existing and other proposed pipelines, proper connections to existing fire lines, fire hydrants, all appurtenances, bends, and valves, and re-establishment of all service connections.
   c. Removal and replacement of all affected concrete and asphalt.
   d. Slabbing and sodding of all affected terrain.
   e. Installation of all other materials necessary for a complete and working installation.
3. Unless otherwise specified, CONTRACTOR shall provide the following:
   a. Temporary facilities and controls as specified in Division 1 Section “Temporary Facilities and Controls.”
   b. Applicable permits, licenses and jurisdictional inspections, certificate of occupancy, and related work as necessary for OWNER to assume operation of facility.
4. The Engineer and Contractor will be required to attend a final walk through after final completion is achieved.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Replacement or relocation of approximately 3350 LF of waterlines along Perkins Rd ROW.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Alan Swartz, P.E. (Engineer) who is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the
ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed as provided in the General Conditions and Special Provisions, and completed and ready for final payment in accordance with the General Conditions and Special Provisions.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner as specified in the Special Provisions for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner as specified in the Special Provisions for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:

A. For all Work, at the prices stated in the Contractor’s Bid, attached hereto as an exhibit and summarized below:

$______________________________________________________________  ($_______________) 

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage
A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the same day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made, less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions, and less 100 percent of Owner’s estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

   a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

   b. 100 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 Final Payment

1. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of three-fourths of one percent (0.0075) percent per month with the following provisions:

7.02 Lump Sum Contract: The interest shall commence thirty (30) days after the work under the contract has been completed and accepted and all required material certifications and other documentation required by the contract has been furnished to Owner by Contractor and shall run until the final payment or estimate is remitted to the contractor. When contract quantities or the final payment amount is in dispute, the interest bearing period shall be suspended until the settlement of the dispute.

7.03 Contracts Bid by Unit Price: The interest shall commence sixty (60) days after the work under the contract has been completed and accepted and all required material certifications and other documentation required of the Contractor has been furnished to Owner by Contractor and shall run until the final payment or estimate is remitted to Contractor. When contract quantities or the final payment amount is in dispute, the interest bearing period shall be suspended until the settlement of the dispute.

ARTICLE 8 - CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:
A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Owner and Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner and Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages A-1 to A-8, inclusive).

2. Performance bond (pages B-1 to B-4, inclusive).

3. Statutory bond (pages B-5 to B-6, inclusive).

4. Maintenance bond (pages B-7 to B-8, inclusive).

5. Standard General Conditions (pages C-1 to C-41, inclusive).

7. City of Stillwater Standards (pages 1 to 276, inclusive) (NOT INCLUDED IN SET)

8. Supplementary Specifications (pages D-1 to D-2, inclusive)

9. Drawings consisting of 23 sheets with each sheet bearing the following general title: Perkins Road Water Line Relocation

10. Addenda (numbers to , inclusive).

11. Exhibits to this Agreement (enumerated as follows):
   a. List of Document Required (pages to , inclusive).
   b. Signature and Submission Requirements for Bidding Documents (pages I-1 to I-4, inclusive).
   c. Bid Form (pages 1 to 15, inclusive).
   d. Bid Bond (pages to , inclusive).
   e. Documentation submitted by Contractor prior to Notice of Award (pages to , inclusive).
   g. Non-Collusion Affidavit (pages M-1 to M-2, inclusive).
   h. Certificate of Nondiscrimination Form (pages N-1 to N-2, inclusive).
   i. Qualification Statement (pages O-1 through O-10, inclusive).
   j. Certificates of Insurance.

12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
   a. Notice to Proceed (pages to , inclusive).
   b. Work Change Directives.
   c. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

   A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

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

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

A. None.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on __________, ______ (which is the Effective Date of the Agreement).

OWNER:

City of Stillwater, Oklahoma/Stillwater Utilities Authority

By: ____________________________________________

Name/Title: ______________________________________

Address for giving notices:

PO Box 1449

Stillwater, OK 74076

______________________________

APPROVED AS TO FORM AND LEGALITY THIS

______ DAY OF __________________, 20____.

JOHN E. DORMAN - City Attorney
CONTRACTOR:

________________________________________

By: _____________________________________

Name/Title: ________________________________

[CORPORATE SEAL]

Attest: ___________________________________

Title: ____________________________________

Address for giving notices:

________________________________________

________________________________________

License Number: ____________________________ (where applicable)

Agent for service or process: ________________

________________________________________

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:
That on this ______ day of ______________________, 20______
we,________________________________________________ as Principal, and
__________________________________________________ as Surety, a
corporation organized and existing under the laws of the State of ____________
and duly authorized to transact business in the State of Oklahoma, are held and firmly
bound unto the CITY OF STILLWATER, a municipal corporation/STILLWATER UTILITIES
AUTHORITY, a public trust, established under the constitution and laws of the State of
Oklahoma, in the penal sum of ________________________________

($ ____________________________________________ ),
in lawful money of the United States of America, such sum being equal to one hundred
percent (100%) of the contract price as set forth herein, well and truly to be made, we bind
ourselves and each of us, our heirs, executors, administrators, trustees, successors, and
assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, said
Principal has entered into a written contract with the City of Stillwater/Stillwater Utilities
Authority for the construction of Perkins Road Waterline Relocation (general nature of
work), said project being specifically titled Project No. 17WL03 reference to which is
made here, and said contract, plans, specifications and all attachments or appendices
thereto, are hereby incorporated by reference thereto and made a part of this instrument.

If said Principal shall, fully and faithfully execute the work and perform said contract in full
accordance with its terms, conditions and covenants of said contract, plans, specifications
and all attachments or appendices thereto, this obligation shall become null and void;
otherwise it shall remain in full force and effect.
Surety hereby waives notice of any alteration or extension of time made by the City of Stillwater/Stillwater Utilities Authority.

Whenever Contractor shall be, and declared by the City of Stillwater/Stillwater Utilities Authority to be in default under the contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the contract in strict accordance with its terms and conditions, and upon determination by Surety, of the lowest responsible bidder, or, if the City of Stillwater/Stillwater Utilities Authority elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and City, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the City of Stillwater/Stillwater Utilities Authority to Contractor under the contract and any amendments thereto, less the amount properly paid by City to Contractor.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City of Stillwater/Stillwater Utilities Authority named herein or the heirs, executors, administrators or successors of the City.

It is further expressly agreed and understood by the parties hereto that no changes or alterations to said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the Surety, or any of them, from the obligations of this bond.
IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officer, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its Attorney-in-Fact, duly authorized so to do, the day and year first above written.

PRINCIPAL

ATTEST:

________________________________________
(name)

________________________________________
(Secretary) (authorized representative/title)

SURETY

________________________________________
(name)

________________________________________
(Attorney-in-Fact)

(Accompany this bond with Attorney-in-fact’s Authority from the Surety Company certified to include the date of the bond.)
STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:
That on this ______ day of __________________________, 20________,
We,_________________________________________________________ as Principal, and
______________________________________________________________ as Surety, a
corporation organized and existing under the laws of the State of ____________,
and duly authorized to transact business in the State of Oklahoma, are held and firmly
bound unto the CITY OF STILLWATER, a municipal corporation/STILLWATER UTILITIES
AUTHORITY, a public trust, established under the constitution and laws of the State of
Oklahoma, in the penal sum of ________________________________

($ ________________________________ ),
in lawful money of the United States of America, such sum being equal to one hundred
percent (100%) of the contract price as set forth herein, well and truly to be made, we bind
ourselves and each of us, our heirs, executors, administrators, trustees, successors, and
assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, said
Principal has entered into a written contract with the City of Stillwater/Stillwater Utilities
Authority for the construction of Perkins Road Waterline Relocation (general nature of
work), said project being specifically titled Project No. 17WL03 reference to which is
made here, and said contract, plans, specifications and all attachments or appendices
thereto, are hereby incorporated by reference thereto and made a part of this instrument.

If said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or
Subcontractors and or Suppliers of said Principal who perform work in the performance of
such contract, for labor and materials, rental of machinery and equipment, and repairs to
and parts for equipment used and consumed in the performance of said contract within
thirty (30) days after the same becomes due and payable, the person, firm or corporation
entitled thereto may sue and recover on this bond, the amount so due and unpaid. Should
said Principal pay all such indebtedness, this obligation shall become null and void; otherwise, it shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations to said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the Surety, or any of them, from the obligations of this bond.

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

PRINCIPAL

ATTEST:

__________________________
(name)

__________________________
Secretary ______________________ (authorized representative/title)

SURETY

__________________________
(name)

__________________________
Attorney-in-Fact

(Accompany this bond with Attorney-in-fact's Authority from the Surety Company certified to include the date of the bond.)
MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:
That on this _______ day of ______________________, 20________,
we, ____________________________________________ as Principal, and
________________________________________________ as Surety, a
corporation organized and existing under the laws of the State of _____________,
and duly authorized to transact business in the State of Oklahoma, are held and firmly
bound unto the CITY OF STILLWATER, a municipal corporation/STILLWATER UTILITIES
AUTHORITY, a public trust, established under the constitution and laws of the State of
Oklahoma, in the penal sum of _________________________________
($ ___________________________ ),
in lawful money of the United States of America, such sum being equal to one hundred
percent (100%) of the contract price as set forth herein, well and truly to be made, we bind
ourselves and each of us, our heirs, executors, administrators, trustees, successors, and
assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, said
Principal has, pursuant to a written contract with the City of Stillwater/Stillwater Utilities
Authority for the construction of Perkins Road Waterline Relocation (general nature of
work), said project being specifically titled Project No. 17WL03 reference to which is
made here, and said contract, plans, specifications and all attachments or appendices
thereto, are hereby incorporated by reference thereto and made a part of this instrument.

Principal is obligated to protect the City of Stillwater/Stillwater Utilities Authority against
any and all defects in said construction resulting from faulty materials or workmanship
for a period of _1_ (one) year from the date of acceptance of said project by the City.

Should Principal protect the City of Stillwater/Stillwater Utilities Authority against any and
all defects in said construction resulting from faulty materials or workmanship for a
period of _1_ (one) year from the date of acceptance of said project by the City, this
obligation shall become null and void; otherwise, it shall remain in full force and effect.
It is further expressly agreed and understood by the parties hereto that no changes or alterations to said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the Surety, or any of them, from the obligations of this bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

PRINCIPAL

ATTEST:

________________________
(name)

________________________
Secretary

________________________
(authorized representative/title)

SURETY

________________________
(name)

________________________
Attorney-in-Fact

(Accompany this bond with Attorney-in-fact's Authority from the Surety Company certified to include the date of the bond.)
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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. **Addenda**--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. **Agreement**--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. **Application for Payment**--The form acceptable to Owner which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. **Asbestos**--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. **Bid**--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. **Bidder**--The individual or entity who submits a Bid directly to Owner.

7. **Bidding Documents**--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. **Bidding Requirements**--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. **Change Order**--A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. **Claim**--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. **Contract**--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. **Contract Documents**--Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor’s submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. **Contract Price**--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. **Contract Times**--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer’s written recommendation of final payment.

15. **Contractor**--The individual or entity with whom Owner has entered into the Agreement.

16. **Cost of the Work**--See Paragraph 11.01.A for definition.

17. **Drawings**--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. **Effective Date of the Agreement**--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. **Engineer**--The individual or entity named as such in the Agreement as the “Engineer of Record”.

20. **Field Order**--A written order issued by Engineer/Owner which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. General Requirements--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. Hazardous Environmental Condition--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. Hazardous Waste--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. Laws and Regulations; Laws or Regulations--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. Liens--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. Milestone--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. Notice of Award--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. Notice to Proceed--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. Owner--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. PCBs--Polychlorinated biphenyls.

31. Petroleum--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. Progress Schedule--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.

33. Project--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. Project Manual--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. Radioactive Material--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. Related Entity--An officer, director, partner, employee, agent, consultant, or subcontractor.

37. Resident Project Representative--The authorized representative of Engineer and/or Owner who may be assigned to the Site or any part thereof.

38. Samples--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. Schedule of Submittals--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. Schedule of Values--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.

41. Shop Drawings--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. Site--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. Specifications--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

44. Subcontractor--An individual or entity having a direct contract with Contractor or with any other
Subcontractor for the performance of a part of the Work at the Site.

45. Substantial Completion--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Owner, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof. The Work shall not be considered substantially complete unless it meets all of the following criteria:

A. A minimum of 95% of all work as computed by the contract value of the work completed divided by the total contract value shall be completed and substantially free of defect in material and/or workmanship;

B. Damages to all third party assets and/or services including, but not limited to utilities and utility services, landscaping, fences, driveways, walkways, structures, buildings, facilities, improvements and/or appurtenances of any kind must be repaired and restored to the satisfaction of the third party and/or Owner and no reasonable (in the opinion of Owner) claim or potential claim against the Contractor and/or Owner for Contractor damages shall remain outstanding.

46. Successful Bidder--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. Supplementary Conditions--That part of the Contract Documents which amends or supplements these General Conditions.

48. Supplier--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. Underground Facilities--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. Unit Price Work--Work to be paid for on the basis of unit prices.

51. Work--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. Work Change Directive--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer (if review is requested by Owner) ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer and/or Owner. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer and/or Owner as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
a. does not conform to the Contract Documents, or
b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
c. has been damaged prior to Engineer’s recommendation—Owner’s approval of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. Evidence of Insurance: Before any Work at the Site is started, Contractor and Owner, Within 15 days of Notice of Award, Contractor shall each deliver to the Owner, Engineer, and any other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request).
be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records. The Owner will designate the time and location of the conference.

2.07 Initial Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor’s full responsibility therefore.

2. Contractor’s Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor’s Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer and/or Owner as provided in Article 9.

3.02 Reference Standards

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to assign to Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

1. Contractor’s Review of Contract Documents Before Starting Work: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Owner any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected thereby.

2. Contractor’s Review of Contract Documents During Performance of Work: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Owner in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract
Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer’s approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer’s written interpretation or clarification.

3.05 Reuse of Documents

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership –rights in any of the Drawings, Specifications, other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer’s consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adoption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 Electronic Data

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user’s sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data’s creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data’s creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in
Owner’s furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner’s interest therein as necessary for giving notice of or filing a mechanic’s or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Subsurface and Physical Conditions

A. Reports and Drawings: The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the general accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 Differing Subsurface or Physical Conditions

A. Notice: If Contractor believes that any subsurface or physical condition at or contiguous to the Site is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. Engineer’s Review: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price and Contract Time may only be changed by a Change Order. Any claim for an adjustment in the Contract Price or Contract Time shall be based on written notice by Contractor to the Owner submitted in accordance with the provisions of Paragraph 10.05. The Contract Price or the Contract Times, or both, may be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 Underground Facilities

A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

   a. reviewing and checking all such information and data,

   b. locating all Underground Facilities shown or indicated in the Contract Documents,

   c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and

   d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 Reference Points

A. Owner, Engineer shall provide engineering surveys to establish reference points for construction which in Engineer’s judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Owner whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel, under the direct supervision of a Professional Land Surveyor, Licensed to practice in the State of Oklahoma.
4.06 Hazardous Environmental Condition at Site

A. Reports and Drawings: Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the general accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately:

(i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice:

(i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or

(ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner’s own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence.
I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds

A. Contractor shall furnish performance, maintenance, and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 Licensed Sureties and Insurers

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 Certificates of Insurance

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, Owner/Engineer, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor, Owner, Engineer, or any other additional insured) which Owner or Contractor is required to purchase and maintain.

5.04 Contractor’s Liability Insurance

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor’s performance of the Work and Contractor’s other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers’ compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor’s employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor’s employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

   a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

   b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor’s indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

C. The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under paragraphs 5.04.A.1 and A.2 of the General Conditions:

   a. State: 
   b. Applicable Federal (e.g., Longshoreman’s): Statutory
   c. Employer’s Liability: $500,000.00
      Aggregate Comprehensive $1,000,000.00

2. Contractor’s General Liability under paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages:

   a. General Aggregate $1,000,000.00
   b. Products - Completed Operations Aggregate $1,000,000.00
   c. Personal and Advertising Injury $1,000,000.00
   d. Each Occurrence (Bodily Injury and Property Damage) $500,000.00
   e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.

   f. Excess or Umbrella Liability General Aggregate $1,000,000.00
      Each Occurrence $1,000,000.00

3. Automobile Liability under paragraph 5.04.A.6 of the General Conditions:

   a. Bodily Injury: Each person $300,000.00
      Each Accident $1,000,000.00
   b. Property Damage: Each Accident $500,000.00
   c. Combined Single Limit of $1,000,000.00

4. The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

   a. Bodily Injury: Each accident $500,000.00
      Annual Aggregate $1,000,000.00
   b. Property Damage: Each Accident $500,000.00
      Annual Aggregate $1,000,000.00

5. The following entities are to be included on the policy as additional insureds and also be certificate holders:

   City of Stillwater, Oklahoma
   Stillwater Utilities Authority
6. Owner, the City of Stillwater, Oklahoma, is a municipal corporation and notwithstanding any insurance coverage contained herein, does not waive any of the defenses or protection afforded it under the Oklahoma Governmental Tort Claims Act, Title 51 Oklahoma State Statutes, Section 151 et seq. Owner shall be included on Contractor’s insurance policies as an additional insured and shall be a certificate holder provided, however, that the amount of coverage for Owner on the said insurance policies for any liability on claims that are within the scope of the Oklahoma Governmental Tort Claims Act shall not exceed:

   a. Twenty-five thousand dollars ($25,000) for any claim or to any claimant who has more than one claim for loss of property arising out of a single act, accident, or occurrence;

   b. One hundred twenty-five thousand dollars ($125,000) to any claimant for a claim for any other loss arising out of a single act, accident, or occurrence;

   c. One million dollars ($1,000,000) for any number of claims arising out of a single act, accident, or occurrence.

Contractor shall, prior to commencement of work, furnish Owner certificates of insurance which shall include a provision that such insurance shall not be cancelled without at least thirty days’ written notice to Owner.

5.05 Owner’s Liability Insurance

   A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner’s option, may purchase and maintain at Owner’s expense Owner’s own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 Property Insurance

   A. Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain property insurance upon the Work at the Site in— and the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

   1. include the interests of Owner, Contractor, Subcontractors, Engineer, Engineer’s Consultants and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

   2. be written on a Builder's Risk “all-risk” or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood), damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

   3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

   4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

   5. allow for partial utilization of the Work by Owner;

   6. include testing and startup; and

   7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured. Whenever the aggregate amount of equipment such as pumps, compressors, process equipment, motors, switchgear, transformers, panel board, control equipment, valves, fittings, pipe, or similar equipment may exceed $10,000 the Contractor shall obtain insurance which shall protect Contractor, Owner, Engineer, and any other additional insureds from all insurable risks of physical loss or damage to materials and equipment not otherwise covered under builder's risk (if obtained), while in warehouses or storage areas, during installation, during testing, and after the Work is completed. It shall be of the “all risks” type, with coverages designed for the circumstances which may occur in the particular Work included in this Contract. The coverage shall be for an amount not less than the insurable value of the Work at completion, less the value of the materials and equipment insured under builder's risk insurance. The value shall include the aggregate...
value of the Owner-furnished equipment and materials to be erected or installed by Contractor.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser’s own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner. Installation floater insurance shall provide for losses to be payable to Contractor, Owner, Engineer, and any other additional insureds as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor, Owner, and Engineer.

F. Certificates of insurance covering installation floater insurance shall quote the insuring agreement and all exclusions as they appear in the policy; or in lieu of certificates, copies of the complete policy may be submitted.

G. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by Contractor in accordance with paragraphs 5.04 and 5.06 will contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or renewal refused until at least thirty days’ prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

H. Property insurance will be in the completed value form and will provide coverage to the full limit. The deductible amount for either the builders risk and installation floater property insurance policies shall not exceed $500 and the Contractor shall be responsible for any deductible or self-insured retention. Property insurance to be purchased by the Contractor shall remain in effect until final payment.

5.07 Waiver of Rights

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner’s property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 Receipt and Application of Insurance Proceeds (Not Used)

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner’s exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 Acceptance of Bonds and Insurance; Option to Replace (Not Used)

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party’s interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 Partial Utilization, Acknowledgment of Property Insurer

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR’S RESPONSIBILITIES

6.01 Supervision and Superintendence

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner except under extraordinary circumstances. The superintendent will be Contractor’s representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

C. Until formal written acceptance by Owner, the work shall be under the charge and care of Contractor. Contractor shall take every necessary precaution to prevent injury or damage to the work or any part thereof by the action of the elements or any other cause whatsoever, whether arising from the execution or non-execution of the work. Contractor shall at his own expense rebuild, repair, restore, and make good all injuries or damage to any portion of the work occasioned by any of the foregoing causes before formal acceptance of the work by Owner.

6.02 Labor; Working Hours
A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 Progress Schedule

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided above.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 Substitutes and “Or-Equals”

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or-equal” item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. “Or-Equal” Items: If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

   a. in the exercise of reasonable judgment Engineer determines that:

      1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

      2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

      3) it has a proven record of performance and availability of responsive service; and

   b. Contractor certifies that, if approved and incorporated into the Work:

      1) there will be no increase in cost to the Owner or increase in Contract Times, and

      2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

   a. If in Engineer’s sole discretion an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:
   a) perform adequately the functions and achieve the results called for by the general design,
   b) be similar in substance to that specified, and
   c) be suited to the same use as that specified;

2) will state:
   a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor’s achievement of Substantial Completion on time;
   b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
   c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:
   a) all variations of the proposed substitute item from that specified, and
   b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer’s sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer’s Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No “or equal” or substitute will be ordered, installed or utilized until Engineer’s review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an “or equal.” Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor’s expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer’s Cost Reimbursement: Engineer will record Engineer’s costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor’s Expense: Contractor shall provide all data in support of any proposed substitute or “or-equal” at Contractor’s expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom
Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner’s acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor’s own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer and/or Owner through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance policy provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 Patent Fees and Royalties

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.
A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 Laws and Regulations

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work, including those which may be enacted during the course of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor’s compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor’s primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor’s obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 Taxes

A. Unless otherwise provided, Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

B. Owner is exempt from Oklahoma sales and use tax. An Appointment of Agent letter stating such will be given to the Contractor upon return of executed contract documents to the Contractor.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field
Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Owner and/or Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor, including but not limited to the requirements of the United States Occupational Safety and Health Administration. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, or replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor’s duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Owner has issued a notice to Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 Safety Representative

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 Hazard Communication Programs

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Contractor determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 Shop Drawings and Samples

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings
   a. Submit number of copies specified in the General Requirements.
   b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.
2. **Samples**: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

   a. Submit number of Samples specified in the Specifications.

   b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer’s review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. **Submittal Procedures**

   1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

      a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

      b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

      c. all information relative to Contractor’s responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

      d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

   2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor’s obligations under the Contract Documents with respect to Contractor’s review and approval of that submittal.

   3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing’s or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submit-

D. **Engineer’s Review**

   1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer’s review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

   2. Engineer’s review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

   3. Engineer’s review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer’s review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. **Resubmittal Procedures**

   1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 **Continuing the Work**

   A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 **Contractor’s General Warranty and Guarantee**

   A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Owner and its
Related Entities shall be entitled to rely on representation of Contractor’s warranty and guarantee.

B. Contractor’s warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor’s obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor’s obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Owner or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 Indemnification—See Supplementary Conditions

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer’s officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 Delegation of Professional Design Services

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor’s responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional’s written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have
specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer’s review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer’s review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 Related Work at Site

A. Owner may perform other work related to the Project at the Site with Owner’s employees, or via other direct contracts therefor, or have other work performed by utility owners, existing right-or-way or easement users, or adjacent property owners. If such other work is not noted in the Contract Documents, then

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner’s employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor’s Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Owner in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor’s Work. Contractor’s failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor’s Work except for latent defects and deficiencies in such other work.

7.02 Coordination

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 Legal Relationships

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor’s actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor’s action or inactions.

ARTICLE 8 - OWNER’S RESPONSIBILITIES

8.01 Communications to Contractor (Not Used)

— A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 Replacement of Engineer
A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 Furnish Data

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 Pay When Due

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 Lands and Easements; Reports and Tests

A. Owner’s duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 Insurance (Not Used)

A. Owner’s responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 Change Orders

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 Inspections, Tests, and Approvals

A. Owner’s responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 Limitations on Owner’s Responsibilities

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

8.10 Undisclosed Hazardous Environmental Condition

A. Owner’s responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 Evidence of Financial Arrangements

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner’s obligations under the Contract Documents, Owner’s responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER’S STATUS DURING CONSTRUCTION

9.01 Owner’s Representative

A. Engineer will be Owner’s representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner’s representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 Visits to Site

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer’s efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer’s visits and observations are subject to all the limitations on Engineer’s authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer’s visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.
9.03 Project Representative

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer’s consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 Authorized Variations in Work

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, with concurrence by Owner, on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 Rejecting Defective Work

A. Owner and/or Engineer will have authority to reject Work which Owner and/or Engineer believes to be defective, or that Owner and/or Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Owner and/or Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 Shop Drawings, Change Orders and Payments

A. In connection with Engineer’s authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer’s authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer’s authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer’s authority as to Applications for Payment, see Article 14.

9.07 Determinations for Unit Price Work

A. Owner will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Owner will review with Contractor the Owner’s preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Owner’s written decision thereon will be final and binding (except as modified by Owner to reflect changed factual conditions or more accurate data) upon Owner— and Contractor, subject to the provisions of Paragraph 10.05.

9.08 Decisions on Requirements of Contract Documents and Acceptability of Work

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question. At the request of Owner, Engineer shall serve as interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer’s decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer’s written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 Limitations on Engineer’s Authority and Responsibilities
A. Neither Engineer’s authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer’s review (if requested by Owner) of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 Authorized Changes in the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed in accordance with the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 Unauthorized Changes in the Work

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 Execution of Change Orders

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner’s correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties; and

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 Notification to Surety

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor’s responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 Claims

A. Engineer’s Decision Required. All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition...
B. Notice: Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract to Owner promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Notice. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Owner allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 10.05.C. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant’s last submittal (unless Engineer allows additional time).

C. Engineer’s Owner’s Action: Engineer and Owner will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,  
2. approve the Claim, or  
3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer’s sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer’s written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor. Unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial, the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor shall be apportioned on the basis of their time spent on the Work. Payroll costs for employees not employed full time on the Work shall be included in the locality of the Project, shall include only the payroll costs for employees not employed full time on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers’ compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers’ field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer (if requested by Owner), which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid
on the basis of Cost of the Work plus a fee, the Subcontractor’s Cost of the Work and fee shall be determined in the same manner as Contractor’s Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:
   a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor’s employees incurred in discharge of duties connected with the Work.
   b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
   c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer (if requested by Owner), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
   d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.
   e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
   f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor’s fee.
   g. The cost of utilities, fuel, and sanitary facilities at the Site.
   h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.
   i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor’s officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor’s principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor’s fee.

2. Expenses of Contractor’s principal and branch offices other than Contractor’s office at the Site.

3. Any part of Contractor’s capital expenses, including interest on Contractor’s capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor’s Fee: When all the Work is performed on the basis of cost-plus, Contractor’s fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor’s fee shall be determined as set forth in Paragraph 12.01.C.
D. **Documentation**: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Owner an itemized cost breakdown together with supporting data.

11.02 **Allowances**

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. **Cash Allowances**

1. Contractor agrees that:
   a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
   b. Contractor’s costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. **Contingency Allowance**

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 **Unit Price Work**

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Owner subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor’s overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

**ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES**

12.01 **Change of Contract Price**

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor’s fee for overhead and profit (determined as provided in Paragraph 12.01.C).
A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. If abnormal weather conditions, as described in paragraph 12.03D, have prevented progression of work, Contractor must submit to Owner a written request for a change to the contract times within seven days of the end of that month (rather than within 7 days of the delaying event, as required in Paragraph 10.05). Owner reserves the right to deny such requests not submitted within the specified time. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor’s entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor’s ability to complete the Work within the Contract Times.

C. If Contractor. Compensation for delays shall not exceed five hundred ($500.00) dollars per day and shall be strictly limited to equipment on site and deemed necessary by Owner for execution of PROJECT at the time of the delay. Rates of equipment claim shall not exceed FEMA’s Schedule of Equipment Rates as published on the web-site:


D. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor’s ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor’s sole and exclusive remedy for the delays described in this Paragraph 12.03.D.C. Abnormal weather conditions shall be as defined as those days or partial days meeting one or more of the four criteria described in 1999 ODOT Standard Specifications Section 108.07(b).

E. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all
fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

G. Owner and Contractor recognize that time is of the essence for this Agreement and that Owner will suffer financial loss if the work is not substantially complete with the time specified in the Agreement and any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay but not as penalty, Contractor shall pay Owner an amount as specified in the Special Provisions for each day that expires after the time specified in the Agreement and any extensions allowed in accordance with Article 12.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor’s Site safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

A. Contractor shall give timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer Owner the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner’s and Engineer’s acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor’s purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer Owner.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer Owner, it must, if requested by Engineer Owner, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor’s expense unless Contractor has given timely notice of Contractor’s intention to cover the same and Engineer Owner has not acted with reasonable promptness in response to such notice.

13.04 Uncovering Work

A. If any Work is covered contrary to the written request of Engineer Owner, it must, if requested by Engineer Owner, be uncovered for Engineer Owner’s observation and replaced at Contractor’s expense.

B. If Engineer Owner considers it necessary or advisable that covered Work be observed by Engineer Owner or inspected or tested by others, Contractor, at Engineer Owner’s request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer Owner may require, that
portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, testing, and replacement, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 Owner May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 Correction or Removal of Defective Work

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner’s special warranty and guarantee, if any, on said Work.

13.07 Correction Period

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor’s use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner’s written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner’s written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor’s obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.
13.08 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer’s recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner’s evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer’s recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 Owner May Correct Defective Work

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor’s services related thereto, take possession of Contractor’s tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner’s representatives, agents and employees, Owner’s other contractors, and Engineer and Engineer’s consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor’s defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner’s rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Owner. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

A. Applications for Payments

1. At least 29-30 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Owner for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner’s interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on
account to discharge Contractor’s legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

1. **Engineer/Owner** will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of **approve payment** and present the Application to Owner or return the Application to Contractor indicating in writing Owner’s reasons for refusing to recommend **approve payment**. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. **Engineer’s** recommendation of any payment requested in an Application for Payment will constitute a representation by **Engineer to Owner**, based on **Engineer’s observations** on the Site of the executed Work as an experienced and qualified design professional and on **Engineer's review of the Application for Payment and the accompanying data and schedules**, that to the best of **Engineer’s knowledge, information and belief**: 

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the **Contract Documents** (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

   e. the conditions precedent to Contractor’s being entitled to such payment appear to have been fulfilled in so far as it is **Engineer’s responsibility to observe the Work**.

3. By recommending any such payment, **Engineer/Owner** will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to **Engineer in the Contract Documents**; or

   b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. **Neither Engineer’s nor Owner’s** review of Contractor’s Work for the purposes of recommending payments nor Engineer’s recommendation and/or **Owner’s approval** of any payment, including final payment, will impose responsibility on **Engineer and/or Owner**:

   a. to supervise, direct, or control the Work, or

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

   c. for Contractor’s failure to comply with Laws and Regulations applicable to Contractor’s performance of the Work, or

   d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

   e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. **Engineer/Owner** may refuse to recommend the whole or any part of any payment if, in Engineer’s opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such **approve payment** or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in **Engineer's Owner's** opinion to protect Owner from loss because:

   a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09;

   d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A; or

   e. liability for liquidated damages has been incurred by Contractor;

   f. **Surety** has not provided written authorization to Owner/Engineer to reduce retainage;

   g. **Engineer or Owner** has received instructions from Surety regarding payments; or

   h. If in the opinion of the Owner the work is substantially behind the Contractor's progress.
14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer, Owner issue a certificate of Substantial Completion.

B. Promptly after Contractor’s notification, Owner, Contractor, Owner and Engineer, Contractor shall make an inspection of the Work to determine the status of completion. If Engineer, Owner does not consider the Work substantially complete, Engineer, Owner will notify Contractor in writing giving the reasons therefor.

C. If Engineer, Owner considers the Work substantially complete, Engineer, Owner will deliver to Owner, Contractor a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner’s objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer’s issuing the definitive certificate of Substantial Completion, Engineer’s aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 Partial Utilization

EJCDC C-700 Standard General Conditions of the Construction Contract.
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A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor’s performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, and Contractor shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 Final Inspection

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled; and

   d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner’s property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer’s Owner’s Review of Application and Acceptance

1. If, on the basis of Engineer’s observation of the Work during construction and final inspection, and Engineer’s Owner’s review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor’s other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer’s recommendation of payment and present approve the Application for Final Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for
being furnished as required in Paragraph 5.01, the written payment, except that it shall not constitute a waiver of pursuant to Paragraph 14.06, from failure to comply with by Owner in writing as still unsettled.

14.07 Claims arising from unsettled Liens, Contractor, except Claims arising from unsettled Liens, the Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION
of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness. Owner will be and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor’s services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor’s services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 Owner May Terminate For Convenience

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor’s stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION (NOT USED)

16.01 Methods and Procedures

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer’s action under Paragraph 10.05.C or a denial
pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or
2. agrees with the other party to submit the Claim to another dispute resolution process, or
3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.
SUPPLEMENTARY CONDITIONS

These Supplementary Conditions are included in and are a part of the Bidding Documents and the Agreement/Contract Documents for this project.

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

2. **CONTRACTOR'S Responsibility for the Work.** Until formal written acceptance by OWNER, the work shall be under the charge and care of CONTRACTOR. CONTRACTOR shall take every necessary precaution to prevent injury or damage to the work or any part thereof by the action of the elements or any other cause whatsoever, whether arising from the execution or non-execution of the work. CONTRACTOR shall at his own expense rebuild, repair, restore, and make good all injuries or damage to any portion of the work occasioned by any of the foregoing causes before formal acceptance of the work by OWNER.

3. **Inspection.** OWNER and his representatives and the consulting engineer and his representatives shall at all times have access to the work. CONTRACTOR will provide proper and safe access for inspection. OWNER may maintain inspectors on the job site for the purpose of inspecting materials, workmanship, and conditions of work and equipment. CONTRACTOR shall notify OWNER twenty-four (24) hours prior to placing concrete and at any other times required in the Special Provisions. CONTRACTOR shall notify OWNER twenty-four (24) hours prior to performing work relating to exposing, supporting, adjusting, connecting or relocating waterlines.

In addition to the above inspections, CONTRACTOR shall provide proper and safe access for all inspections required by City of Stillwater Ordinances and Codes and any other inspections required by Federal or State laws or regulations.

It is CONTRACTOR's responsibility to arrange for and have conducted any and all inspections required by the City of Stillwater's Building, Plumbing, Electrical, Mechanical, Fire, and Zoning Codes and to comply with all the provisions of said Code.
4. **Street Closings and Lane Restrictions and Detours.** Street Closings and/or Lane Restrictions and Detours must be in accordance with a Traffic Control Plan (TCP). A project-wide TCP in compliance with MUTCD (Manual of Uniform Traffic Control Devices), ATSSA must be submitted to the City/Transportation Department prior to the pre-construction meeting. Upon approval of the plan, CONTRACTOR is required to provide written notice by 12 PM on Wednesday of the week prior to the week each individual closing or restriction planned. Notification by email is preferred. Notification shall be made to the following:

City of Stillwater  
Transportation Department  
Email: mstephenson@stillwater.org  
Questions please contact: Michael Stephenson at 405-742-8263  

Street Closings and Lane Restrictions shall also conform to the requirements set forth for Barricades and Warning Signs set forth below.

5. **Barricades and Warning Signs.** Where work is carried on, in, or adjacent to, any street, alley or public place, CONTRACTOR shall, at his own expense, furnish, erect and maintain such barricades, fences, lights, warning signs and danger signals and shall provide such watchmen and take such other precautionary measures for the protection of persons or property and of the work as may be necessary. In addition, a sufficient number of barricades shall be erected to keep pedestrians and vehicles from entering on or into any work zone(s). From sunset to sunrise, CONTRACTOR shall furnish and maintain at least one light on each barricade. All devices shall be in conformance with MUTCD Standards. CONTRACTOR shall provide an "after hours" phone number to the City of Stillwater's Emergency Operations Center and to the Police and Fire Dispatch to be used for notification to CONTRACTOR of the need to repair signs, barricades, or other warning or control devices. Failure to comply with these requirements may result in the issuance of a Stop Work Order to remain in effect until the deficiencies are corrected. The issuance of a Stop Work Order shall not act to defer or suspend the counting of the working days for the project.

6. **Indemnification.** CONTRACTOR agrees to release, defend, indemnify and save harmless OWNER and any participating public trust, their officers, agents and employees, from and against any and all loss of or damage to property or injuries to, or the death of, any person or persons. CONTRACTOR shall defend, indemnify and save harmless OWNER and any participating public trust and their officers, agents, and employees from and against all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from, or arising out of, directly or indirectly, CONTRACTOR's acts, omissions or operations under or in connection with the project or Agreement, or CONTRACTOR's use and occupancy of any portion of the project site, including, without limitation, acts, operations and/or omissions of CONTRACTOR's officers, employees, representatives, suppliers, invitees, contractors, subcontractors or agents. Provided, however, CONTRACTOR need not release, defend, indemnify or save harmless OWNER and any participating public trust or their officers, agents and employees from damages or injuries resulting from the negligence of their respective officers, agents or employees. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under this Agreement.

7. **Patents/Copyrights.** No reports, maps or other documents produced in whole or in part under this contract shall be the subject of an application for patent or copyright by or on behalf of the Contractor.
SPECIAL PROVISIONS

These Special Provisions are included in and are a part of the Bidding Documents, Agreement and Contract Documents for this Project.

Section 1. Project Milestones

The following project milestones shall apply for computation payment/charges stipulated in Table 0100-A:

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<thead>
<tr>
<th>Description</th>
<th>Contract Time</th>
<th>Liquidated Damages (1, 2)</th>
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<tbody>
<tr>
<td>Substantial Completion</td>
<td>150 calendar days</td>
<td>$500 calendar day</td>
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<tr>
<td>Final Completion</td>
<td>Whichever occurs first:</td>
<td>$1,000 per calendar day</td>
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<td>• 180 calendar days, beginning</td>
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<td>• 30 days, beginning with the</td>
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</table>

(1) Liquidated Damages (LDs) shall be assessed starting with the first day after a Contract Time expires. Example: if NTP is issued on June 1 and the Contract Time for Substantial Completion is 30 days, then 1 day of LDs would be assessed if substantial completion is achieved on July 1.

(2) Substantial LDs end when Final LDs begin.

Section 2. Videographic and Photographic Documentation of Existing Project Site.

At the pre-construction meeting and prior to commencement of any work on site, Contractor shall provide Owner with digital video of the project area (and photos as necessary) to document the existing condition of the project site.

The video/photos shall clearly show fences, driveways, sidewalks, curbs, building facades, landscaping, signage, etc., and shall be of sufficient quality to clearly document pre-construction existing conditions of said items within the project area.

Video and photos MUST be submitted to the Owner in digital format/DVD disc along with a 3-ring binder of geographically organized, individually labeled photos (or color prints thereof).

Among other uses, the documentation may be used by Owner as the basis to approve or deny claims by property owners, and/or other parties against Contractor and/or Owner.

The cost of providing Videographic/Photographic Documentation shall be considered as incidental and included in the cost of other work.
Section 3. Critical Path Schedule (CPS) Requirements

Contractor shall be responsible for planning, scheduling, and reporting the progress of the work as to ensure timely completion of the work called for in the Agreement.

Contractor shall submit a preliminary schedule in accordance with Article 2 of the Standard General Conditions. The preliminary schedule shall be submitted within 10 days of the Effective Date of the Agreement and prior to mobilization.

In addition, the schedule shall meet the requirements as outlined herein.

A Critical Path Schedule (CPS), preferably using Primavera or Microsoft Project, incorporating the sequence of construction as shown on the plans or in the Special Provisions is preferred. The CPS shall be based on the Contract Times provided for in the Agreement.

The approved CPS shall include the following features:

1. It shall be time-scaled in calendar days and shall include any non-working days. All tasks shall be plotted showing their early start and finish dates. The CPS shall show the order and interdependence of tasks and the sequence of work. The critical activities shall be prominently distinguished.

2. In addition to all construction tasks, the CPS shall include mobilization, demobilization, submittal process, approval of samples of materials and shop drawings, procurement of significant materials and equipment, fabrication of special items as well as installation, testing and interfacing with other projects.

3. The tasks shall be sufficiently detailed so that a reviewer can follow the sequence of events. For example, the tasks shall show forming, reinforcing and placement of concrete on the calendar day that each is scheduled to be performed.

4. The tasks shall be organized and described so as to conform to the bid items. Task descriptions shall be unique and specific with respect to type of work and location. The CPS shall show the preceding and following task numbers for each task, the task description, total float, duration of each task in calendar days and the costs associated with each task based on the bid items in the Agreement.

5. If, in the opinion of OWNER, the CPS requires any revisions, subtractions, or additions in whole or in part, OWNER shall so direct CONTRACTOR and CONTRACTOR shall update and re-submit same to OWNER within five (5) calendar days.

Updates to CPS. Contractor shall prepare CPS and report updates under the following conditions:

1. Contractor shall submit a monthly report of actual construction progress during the monthly Construction Progress meeting. Contractor shall update the CPS to reflect all complete and in progress tasks during that reporting period.

2. The report shall be accompanied by a narrative description of the job progress, problem areas, current and anticipated delay factors and their anticipated effect and any corrective actions proposed or taken.
Section 4. Construction Sequence

1. Contractor shall adhere to the Construction Sequence and shall immediately notify the Owner’s Project Manager of any issues that prevent accomplishing these requirements.

2. Except for short term City approved reconnection of water service lines, the Contractor shall maintain water service to all customers throughout the construction.

3. At each location shown on the plans and/or identified by the contractor to involve AC pipe, the Contractor will be required to remove the necessary amount of AC pipe without creating any friable material. Cutting of AC pipe shall be minimized. Contractor shall notify the Owner and the Engineer of the work schedule 72 hours in advance of beginning the work.

4. Contractor shall coordinate and finalize construction sequence with Owner prior to beginning any construction activities.
   a. Because of the necessary pipeline connections:
      1) Line 7 shall be constructed prior to or concurrently with Line 6B.
      2) Line 7 shall be constructed after owner obtains a utility easement for the East 60 feet.
      3) Line 11 shall be constructed prior to or concurrently with Line 13.
   b. If connecting pipelines (Lines 6B/7 and Lines 11/13) are not constructed concurrently, contractor shall install MJ caps on tee branches at connection points to facilitate pressure testing. The cost of these caps shall be considered incidental to the bid.

5. The Contractor shall construct all lines in the following order:
   a. Construct waterline as shown on the plans. This includes completion of the installation of new pipeline, meter/service connections, reconnection of all fire lines, new fire hydrant assemblies, and installation of valves and piping up to the connection points for the existing waterlines.
      1) Permanent pavement repairs in this area may be delayed until the waterline pressure testing is successful.
   b. Pressure test the waterline piping between all connection points. Testing shall be done against MJ caps.
   c. Disinfect waterline utilizing the “slug method” as defined in Section 4.5 of AWWA C-651; at his option the Contractor may also place granular calcium hypochlorite in the waterline as it is constructed.
   d. After Owner acceptance of the tested and disinfected lines under Tasks 1, 2, and 3 above, connect to the existing waterlines and complete all new meter/service connections.
   E. After activating the new waterline system, cut, cap/plug, and abandon the existing waterlines as shown. All permanent pavement, drainage channel, and driveway repairs must be complete before moving to next waterline installation.
Section 5. Traffic Control

The Traffic Control Plan (TCP) must be prepared by an American Traffic Safety Service Association Certified Traffic Control Supervisor or sealed by a licensed Professional Engineer in the State of Oklahoma.

Each individual closure shall be updated/revised weekly through Transportation Department notification process. Email Notification or written notification is required to be submitted by 12:00PM on Wednesdays to David Barth at david.barth@stillwater.org. New closures can be requested but a status update of all previously approved closed areas must also be provided.

For traffic control on or adjacent to Oklahoma Department of Transportation (ODOT) facilities, Contractor shall contact/coordinate and notify both ODOT and Owner 1) as required by any site specific utility permit provisions and 2) whenever ODOT facilities are involved.

For traffic control on or adjacent to Payne County facilities, Contractor shall contact/coordinate/notify both Payne County and Owner 1) as required by any site specific utility permit provisions and 2) whenever Payne County facilities are involved.

Full closure of one or both directions of traffic on arterials is not permitted. Multi-lane arterials may support multiple lane closures that maintain two-way traffic as a part of an approved TCP.

School Zones require special coordination between Owner and Contractor.

Traffic Control devices shall be kept in acceptable condition per Manual of Uniform Traffic Control Devices (MUTCD) guidelines. Devices in marginal condition shall be cleaned or replaced within the same business day.


The Contractor shall provide and maintain reasonable access to all businesses and residences to include driveways, sidewalks and entrances during the construction period.

All affected sidewalks, crosswalks and pedestrian way closures/restrictions/signage shall be in accordance with the MUTCD and maintained until final pavement is replaced.

At the end of each day, all trenches crossing driveways/sidewalks/unpaved pedestrian ways and street crossings shall be backfilled with aggregate (including gravel driveways). Aggregate shall be maintained within the trench and not allowed to migrate into open travel ways or other paved areas.

Contractor shall provide 24/7 all-weather access to emergency vehicles.

Reasonable access to driveways shall be maintained at all times. The contractor shall contact and coordinate with property owners/tenants/businesses to schedule work of driveway construction requiring the temporary closure of driveways. Contractor shall provide at least five (5) days advance notice of the work to the property owners and Owner. The five (5) day advance notice must be followed up with a twenty-four (24) hour notice given by the Contractor to the property owner/tenant and Owner prior to actual driveway closure.
Section 7. Pavement Restoration

The length of time that street, driveways, off street parking areas, and sidewalks are closed/restricted in use shall be minimized by the prompt placement of permanent paving.

The maximum length of pavement requiring restoration at any given time shall not exceed 800 linear feet measured along the trench line, including sidewalks, driveways, off street parking areas or other paved areas.

Additional closures and pavement removal may not be approved until adequate progress is made restoring permanent paving.

Section 8. Special Event Coordination.

OSU Home Games. This section primarily applies to football games although not exclusive to football. Throughout the City, starting at 5:00 PM on the day prior to a weekend home game or 4 hours prior to the start time of a scheduled game or event occurring on a weekday, no construction activities will be permitted without prior approval from Owner. All excavations shall be backfilled. Open excavations that may not be backfilled due to specific site conditions must be approved by Owner on a case by case basis with special conditions conducted by Contractor as requested by Owner to accommodate safe vehicular and pedestrian traffic.

Thanksgiving, Christmas and New Year’s Day. Water service interruptions will not be allowed during the week of Thanksgiving or during December 21 through January 1 of any year.

Special Events. Contractor shall mitigate/reschedule any conflicts (street driveway restrictions/closures, scheduling water service interruptions or other construction activities) that could adversely impact special events occurring in or near the City of Stillwater. Contractor shall request additional information from the Owner for events that may conflict with the Contractor’s work. Contractor shall work cooperatively to mitigate conflicts with other events not listed. Known events which are recurring in or near the City include the following:

- Remember the Ten Marathon, March or April, Saturday. [http://remembertheten.com/](http://remembertheten.com/)
- Stillwater Arts Festival, April, Friday/Saturday.
- Land Run 100, Vendor Expo, Finish Line Party, March or April, Thursday – Saturday. [https://landrun100.com/](https://landrun100.com/)
- Stillwater Scorch Run, June. [https://www.thescorcherrun.com/](https://www.thescorcherrun.com/)
- Boomer Blast, July 4th.
- Stilly Half Marathon, October.
- Juke Joint Jog, October.
- OSU Graduation, May and December.
- OSU Homecoming, October.
- Cowboy Strong Run, October.
- Downtown Halloween Festival, October.


a. All water service interruptions must be requested, approved and scheduled through the Owner and specifically the Water Utilities Distribution staff.
b. At least 10 calendar days written notice is required. Request should indicate the nature/location of the planned work. Request should be submitted on the City’s website, Stillwater.org > Government > Departments & Divisions > Water Resources > Online Water Service Interruption Request Form.

c. The Owner may have specific water system operational requirements that may restrict scheduling the work at certain times or in certain areas.

d. Contractor shall contact commercial/critical customers in person and solicit input. It may be necessary to schedule work on evenings, early mornings, overnight, or weekends to accommodate customers’ needs or special events. (Example: multi-family structures, hair salons, restaurants, laundry facilities, schools and child/senior care facilities, medical facilities, industrial facilities).

e. Upon receipt of Contractor’s request, Owner will develop a map of the affected area, identify valves that must be closed (by Owner), the location of affected customers, and the location of hydrants which must be marked as out of service during the work.

f. Upon approval of the request and date, Owner will provide the contractor with the Map and approved Notice of Water Service Interruption form.

g. Notice of Service Interruption form shall be distributed to affected customers by the Contractor at least 72 hours ahead of the planned interruption. (Complimentary copies available from Owner upon timely request from Contractor.)

h. Any consequences resulting from failure to notify any customer clearly shown on the service interruption map shall be the responsibility of the Contractor. Early and clear communications with affected customers during the planning phase is highly encouraged to limit the necessity of rescheduling an event.

i. Contractor will hold preparatory field meetings with Owner prior to each tie-in to identify issues early and ensure tie-in success. This meeting shall be held no later than 5 days ahead of the tie-in.

j. Prior to work beginning and operation of valves, Contractor shall have all required materials, equipment and skilled labor on site to complete the installation in a timely manner. During the work, contractor shall work diligently to return service to affected customer.

k. Perform disinfection in accordance with AWWA C-651 as appropriate and especially as outlined in Section 4.6 Final Connections to Existing Mains and Section 4.7 Disinfection Procedures When Cutting Into or Repairing Existing Mains. All chemicals shall conform to NSF60.

l. Contractor shall install a corporation stop on the water lines subject to the tie-in if Owner’s operation Staff has no other method of verifying the test kill.

m. After work is complete, Contractor shall work cooperatively with Owner to flush, and return service to affected areas, including removal of any “Out of Service” devices installed on hydrants.

Section 10. Fire Service Line Connections.

a. All work shall be conducted in strict accordance with the most recent version of the International Fire Code (IFC).
b. All Fire Service Lines in the Project area may not be identified on the Plans; however, all Fire Service Lines must be connected by the Contractor to the new water main at the bid tab unit price.

Section 11. Use of Site and Site Maintenance.

a. Contractor may be permitted to use available land and rights-of-way belonging to Owner on or near the work, for construction purposes and for the storage of materials and equipment around the work area. Areas must be fully restored prior to Final Completion.

b. Contractor shall immediately move stored material or equipment if any occasion arises, as determined by Owner, requiring access to the storage area. Materials or equipment shall not be placed on the property of Owner until Owner has agreed to the location to be used for storage.

c. Off-site storage arrangements shall be acceptable to Owner for all materials and equipment required but not incorporated into the Work. Such off-site storage arrangements shall be presented in writing, and shall afford adequate and satisfactory security and protection (including insurance coverage). Off-site storage facilities shall be accessible to Owner/Engineer.

d. Owner shall not be responsible for the protection of items and equipment stored on or off-site including, but not limited to, the damage inflicted by natural causes, theft, vandalism, collisions, etc.

e. Any areas used by Contractor, whether public or private, shall be kept mown and adequately edged (weed-eater) during construction so as to maintain a neat and tidy appearance.

f. Contractor shall keep the premises free at all times from accumulations of waste materials and rubbish. Contractor shall provide adequate trash receptacles about the site(s), and shall promptly empty the containers when filled.

g. Construction materials such as pipe fittings, etc. shall be neatly stacked and organized by Contractor so as to be easily accessible for inspection.

h. Contractor shall protect surfaces and promptly remove splattered concrete, asphalt, oil, paint, corrosive liquids, etc. from surfaces to prevent marring or other damage.

i. Volatile wastes shall be properly stored in covered metal containers and removed daily.

j. Wastes shall not be buried or burned on the site or disposed of into storm drains, sanitary sewers, streams, or waterways. All wastes shall be removed from the site and disposed of in a manner complying with local ordinances and State and Federal antipollution laws.

k. See also all provisions in Section 2106 – Restoration in the most recent version of the City of Stillwater Construction Standards

l. Adequate cleanup of both the Work and Contractor’s storage site will be a condition for recommendation of progress payment applications.

Section 12. Erosion and Sedimentation Control.

a. Contractor shall prevent erosion of soil on the site and to adjacent property resulting from project activities. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation or other operation that will disturb the natural cover.
b. Work shall be scheduled to expose areas subject to erosion for the shortest possible
time, and natural vegetation shall be preserved to the greatest extent practical.

c. Erosion Control devices and best management practices will be necessary and shall be
provided by the Contractor. All devices and practices must be regularly inspected,
maintained and replaced or corrected as needed to ensure effectiveness.

d. No spoils shall be placed within paved streets or apparent paved or unpaved drainage
ways. Contractor must sweep the street and scrape up any soil or aggregate tracked
onto the road at the end of each day.

e. By the end of the next work day after a precipitation event, the Contractor shall clean up
soil or aggregate washed off-site and correct the cause of any sediment transport.

f. Contractor shall provide a contained area for Concrete Truck washout.

g. Contractor shall minimize dust from saw cutting activities by wet cutting or waiting for
appropriate conditions that allow for minimal drift.

h. Contractor shall complete and document inspections of Erosion Control devices by a
competent person every 14 days and on the next business day following ½-inch
precipitation events. Documentation must be kept on site and shall be made available for
review by the Owner and the Engineer.

i. See also all provisions in Section 2110 - Construction Stormwater Pollution Prevention in
the most recent version of the City of Stillwater Construction Standards.

**Section 13. Water Meters in Paved Areas**

Contractor shall attempt to set and/or relocate meters, line valves and customer valves in
unpaved locations and in areas not otherwise used for parking and travel. Where these
features are not able to be relocated to nearby unpaved areas and out of drive paths, then
the boxes used will be traffic rated.

**Section 14. Curb Lines and ADA Ramps.**

Where a Contractor excavation removes more than 50% of a sidewalk ramp, the entire ramp
will be replaced with an ADA-compliant ramp. This work will be considered incidental to
construction.

Valves or hydrants shall not be placed in sidewalks or ramps. Contractor shall coordinate
with Owner in advance for any areas where this requirement may need further design.

**Section 15. Contractor Performance Evaluation**

At project completion and post-warranty phase, the Owner will complete an evaluation of the
Contractor’s performance. The Contractor will have an opportunity to submit comments
regarding the evaluation results. The form used for this evaluation is attached hereto as
Exhibit 1.

**Section 16. Subletting of Work**

**Contractor’s Subcontractors/Suppliers**

a. Contractor shall provide Owner with a list of all selected subcontractor(s) who will be
performing work prior to being issued a Notice to Proceed. Owner may at its discretion
refuse to approve any subcontractor(s) or request removal of a subcontractor(s) for any reason. Owner’s refusal or removal of subcontractor(s) shall not be considered as justifiable reason for either affecting the Contract Amount and/or Schedule of Work. Contractor’s decision to subcontract work shall not relieve Contractor from any liability or obligation under this Agreement.

b. Contractor shall be held solely responsible for its subcontractors. Contractor shall be liable to Owner for the acts and omissions of Contractor’s subcontractors and the employees and agents of these subcontractors.

c. Nothing contained in this Agreement (or any other contract documents), shall create any contractual relationship between Owner and any of Contractor’s subcontractors or suppliers. Contractor shall protect, indemnify, and hold harmless Owner, their officers, agents, and employees from damages, lawsuits, expenses, demands, claims, and causes arising against Owner, their officers, agents, and employees, and their other subcontractors, their officers, agents, and employees, or other persons, firms, or corporations whatsoever, arising out of the payment or non-payment of any funds to any subcontractor or supplier.

d. Contractor shall require each of its subcontractors, to the extent of the Work to be performed by each subcontractor, to comply with the terms of this Agreement and any and all applicable contract documents.

Contractor’s Authorized Representative required to be on site at all times.

a. Contractor shall designate and assign to the Work a person or persons employed directly by the Contractor who shall be Contractor’s authorized representative. Contractor’s authorized representative shall be in full charge of the Work. All instructions, orders, or directions given by Owner’s authorized representative to Contractor’s authorized representative shall be binding upon Contractor. Contractor’s authorized representative shall be experienced in performing at the Superintendent level or higher, and should have performed such on similar construction projects. Contractor’s authorized representative assigned to the Work shall not be changed without written notice to, and consent of, Owner.

b. Contractor’s authorized representative shall be on the Site at all times when Contractor’s workforce is performing any Work under this Agreement until written final acceptance of the Work has been obtained from Owner. This includes any and all work being performed by Contractor’s subcontractors.

Contractor responsible for Subcontractors compliance with safety precautions and procedures.

a. Contractor shall be held responsible for its subcontractors’ compliance with the safety precautions and procedures, and all applicable rules, Laws, Regulations and policies, and this Agreement. Owner may request and Contractor agrees to the removal from the Project of any Contractor’s or its subcontractor’s personnel, management, supervision, equipment, tools, or craft for noncompliance with safety precautions and procedures or non-correction of hazards. Owner shall not be liable for any damages experienced by Contractor due to removal of Contractor’s or its subcontractor’s personnel, management, supervision, equipment, tools, or craft from the Site.
Section 17. **Restoration and Performance Requirements.**

Complete restoration as indicated on the Drawings and in accordance with the City of Stillwater Design and Construction Standards (latest edition), Section 2106, Restoration. For water and sewer line work, within 21 days of trench backfilling and compaction, full restoration to original or better conditions, including fences, must be completed.

Contractor is responsible for disposal of all items/materials removed during construction (i.e. fencing, culverts, trees, etc.) unless specifically noted to be provided to the Owner.

Eight (8) weeks after sodding is complete and on written notice from the Contractor, Owner will, within 15 days of receipt of notification, determine if satisfactory stand has been established. Satisfactory stand is defined as meeting the following criteria:

- No bare or dead spots larger than 3 square feet.
- Not more than 10 percent of total area with bare or dead spots larger than 1 square foot.
- Not more than 15 percent of total area with bare or dead spots larger than 6 square inches.

In certain conditions, and by explicit written notice to the Contractor, the City may allow for seed, hydromulch, or other methods of grass restoration.

Section 18. **Order of Precedence**

The following documents are essential to the contract and a requirement occurring in one is binding as though occurring in all. They are complementary and provide and describe the complete contract. If there is a discrepancy, the governing ranking is:

1. Executed Change Orders (later dated, higher governance)
2. Field Orders / Contract Modification Requests (later dates, higher governance)
3. Notice to Proceed
4. Signed Agreement
5. Addenda
7. Plan Drawings and Notes
8. Plan Details
9. Technical Specifications
10. Measurement and Payment
11. Bid Form
12. Supplementary Conditions
13. General Conditions
14. Instructions to Bidders
15. Stillwater Construction Standards and Details
16. Environmental, Geotechnical and other Investigational Reports
17. Performance Bonds
18. Payment Bonds
19. Maintenance Bonds

The Contractor may not take advantage of any apparent contract error or omission. The Contractor shall notify the Owner promptly of any errors or omissions so that necessary corrections and interpretations can be made.
Section 19. Permits

Contractor shall acquire all necessary City of Stillwater permits for Fire Alarms, Fire Sprinklers, Earth Change, Grading & Floodplain Development, Electrical, Plumbing, and HVAC/Mechanical. City of Stillwater permits will be provided at no cost to the Contractor.

Section 20. Change Management

For Contract Modification Requests and/or Change Orders, the Contractor shall use the template presented as Exhibit 2. As indicated in the template, all required support documentation must be provided in order to receive Owner approval of Contractor’s proposed pricing.

Section 21. Water Service Line Material Inspection

When performing any work involving a meter assembly, customer service valve or water service line, Contractor must expose and identify the existing service line materials, allow Owner to identify existing materials and complete a “Service Line Material Form” (Exhibit 3). This work shall occur prior to the Contractor’s removal or replacement of any service line-related components. **Contractor shall notify Owner immediately upon discovery of any lead materials.**

Contractor and Owner will document the existing material for the City-side and Customer-side service line. Contractor will document the required work to be completed for each property address. For a two-step verification process, both the Owner and Contractor shall sign the form. Finalized “Service Line Material Form” will be submitted by the Contractor to the Owner on a monthly basis and will be used by the Owner as a condition for payment.

END OF SECTION
**CONTRACTOR EVALUATION**

**Contractor’s Name**  
Perkins Road Waterline Relocation  
Project No. 17WL03

To be completed by Water Resources staff, led by the Project Manager, on each Contractor upon final payment/project closeout.

**PERFORMANCE LEVELS DEFINED AND RATED**

1. Displays **unacceptable** performance levels.  
2. Displays **marginal** performance levels.  
3. Consistently **meets** performance levels.  
4. Consistently **exceeds** performance levels.  
5. Displays **outstanding** performance levels.

All ratings except “3 - Meets” require a comment.

<table>
<thead>
<tr>
<th>EVALUATION CRITERIA</th>
<th>RATING</th>
<th>COMMENTS</th>
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<tbody>
<tr>
<td>A. Complied with all applicable federal, state, and local laws and regulations, including SWPPP.</td>
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<tr>
<td>B. Provided quality workmanship and a finished product meeting specifications and standards.</td>
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<td>C. Provided competent superintendent and qualified personnel.</td>
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<td>D. Provided and protected materials and equipment as specified by the supplier.</td>
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<td>E. Obtained and paid for all applicable permits prior to start of work.</td>
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<td>F. Maintained up-to-date and annotated Record Documents throughout the project.</td>
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<td>G. Maintained environment suitable for owner inspection of work.</td>
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<td>H. Kept work site and other areas free from accumulations of waste, rubbish, and other debris.</td>
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<td>I. Submitted clear and complete Applications for Payment not more often than once per month.</td>
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<td>J. Complied with street closing and lane restriction requirements.</td>
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<td>K. Provided clear, complete, and timely Submittal Register and subsequent Submittals.</td>
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<tr>
<td>L. Coordinated water service interruptions in accordance with SOP.</td>
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<td>M. Adhered to project schedule and submitted changes in accordance with the contract.</td>
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<td>N. Maintained proper access and use of property during construction.</td>
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**Summation of Ratings**  
Total: **XX**

**COMMENTS AND GOALS**
City of Stillwater Comments:
<comments by PM, director, inspector, field services, transportation, etc.>

Contractor’s Comments:

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EVALUATION SUMMARY

Any exceptions to the overall scoring brackets should be noted below in the Exceptions Section.

Overall Score: **XX**
- 42 to 70  □  would recommend Contractor for future work with COS (no rating of 1 or 2 accepted in this category)
- 36 to 49  □  would recommend Contractor for future work with COS under certain conditions (as specified below)
  - 1
  - 2
- 0 to 35  □  would not recommend Contractor for future work with COS

Exceptions:

---

GENERAL PROJECT INFORMATION

Project Description:
Brief description of project

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<th>Amount (per final CO):</th>
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City of Stillwater

___________________________ Date___________________________
<Name>, Project Manager

<Company Name>

___________________________ Date___________________________
<Name>, Project Superintendent

___________________________ Date___________________________
Bill Millis, Water Utilities Engineering Director

___________________________ Date___________________________
<Name>, Project Manager
### City of Stillwater Comments:
<comments by PM, director, inspector, field services, transportation, etc.>

### Contractor's Comments:

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<tr>
<td>&lt;Name&gt;, Project Manager</td>
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<tr>
<td>Bill Millis, Water Resources Director</td>
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**Optional: Post-Warranty Phase**
Cost Itemization Summary for Change Order ____, CMR ____

Description of Work: ______

Allowed costs, per General Conditions Article 11.01.A, include payroll costs, material costs, equipment costs, subcontract costs, special consultants and supplemental costs.

Disallowed costs, per General Conditions Article 11.01.B, include administrative costs (salaries of officers, principals, clerks, etc.), office sites other than onsite, capital expenses and costs due to negligence.

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### Labor

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Total $1,600.00

### Equipment

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Total $270.00

### Materials Subcontracts

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Total $610.00

### Supplemental Costs & Special Consultants

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Total $1,110.00

### Cost Itemization Summary

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Total $45,962.00

Notes:

a) Hourly rates shall include salary, health insurance, vacation, sick leave, retirement, holidays, social security, unemployment/ workers comp, etc.

b) Subcontractor fees shall be determined in the same manner as Contractor fees. Contractor shall attach additional summary sheets for each Subcontractor item.

c) Markup is per General Conditions, Article 12.01. This markup accounts for the fee allowed.

d) Allowed Supplemental Costs (11.01.A.5) include only the directly related and proportional increases due to the Work, supported by receipts, invoices or other Owner-approved documentation.

e) The reimbursement costs to Contractor/Subcontractor will be only those additional or incremental costs required because of the change in the Work. Such costs shall be in amounts no higher than those prevailing in the locality of the Project.
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<th>Contractor Comments</th>
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</tbody>
</table>

Complete one line for each meter assembly. While service lines are still exposed, call Owner for an inspection of the existing conditions and to review completed form. Materials marked "Other" should be explained in Comments section.

existing conditions must be reviewed **BEFORE** meter and/or service line work proceeds. If approved, Owner will complete the "Owner" portion and return to Contractor. Contractor shall submit completed information to Owner Monthly.

**Exhibit 3: Service Line Material Form**
SECTION 01002
MEASUREMENT AND PAYMENT

1.00 GENERAL

The "Bid Price" for each and every item, as set forth in the PROPOSAL, shall include the furnishing of all labor, tools, materials, machinery, appliances, and equipment appurtenant to and necessary for the construction and completion in a first class, workmanlike manner of all work as herein specified in strict accordance with these specifications and accompanying plans. The "Bid Price" shall also include any and all kinds, amount or class of excavation, backfilling, pumping, or drainage, sheeting, shoring and bracing, disposal of any and all surplus materials, protection of all overhead, surface or underground structures; removal and replacement of any poles, conduits, pipelines, appurtenances and connections, cleaning up, overhead expense, bonds, public liability and compensation and property damage insurance, patent fees, and royalties, risk due to the elements, mobilization and demobilization, and profits, unless otherwise specified.

The "Bid Price" shall also include all other incidentals not specifically mentioned above that may be required to fully construct each and every item complete in place in accordance with the true intent and meaning of the specifications and accompanying plans.

The CONTRACTOR shall take all measures necessary to protect existing structures, lawns, trees, shrubbery, etc., on the areas adjacent to the work, that are not necessary to remove or cut as a part of the construction, and if damaged, shall replace them in as good condition or better than previously existed at his own cost and expense without additional compensation from the OWNER.

Listed below are descriptions of items as listed in the Proposal and the manner in which payment shall be awarded for each. If there is not a specific measurement and/or payment section, paragraph or item associated with each Technical Specification contained in this Contract Document, then the following descriptions shall be used to describe measurement and payment. If there is a conflict between the technical specifications and Section 01002, Section 01002 takes precedence.

2.00 BID ITEMS

2.01 ITEM NO. 1 – 12-INCH C900 DR18 PVC WATERLINE BY OPEN CUT (LF)

This per linear foot bid item shall include furnishing all labor, equipment, and materials necessary to install the 12-inch DR18 C900 PVC (235 psi) waterline as shown in the plans, standard details, and specifications. The cost of trench safety, excavation, dewatering, furnishing and installing embedment material, pipe and proper pipe storage, tracer wire, furnishing and installing backfill material, warning tape, compaction, flushing, thrust blocking and all other incidental items necessary for a complete and workable installation are included in this pay item.

2.02 ITEM NO. 2 – 6-INCH RESTRAINED JOINT C900 DR18 PVC WATERLINE BY OPEN CUT (LF)

This per linear foot bid item shall include furnishing all labor, equipment, and materials necessary to install the 6-inch DR18 C900 PVC (235 psi) waterline as shown in the plans, standard details, and specifications. The cost of trench safety, excavation, dewatering, furnishing and installing embedment material, pipe and proper pipe storage, tracer wire, furnishing and installing backfill material, warning tape, compaction, flushing, thrust blocking in accordance with City Standards, required joint restraints and all other incidental items necessary for a complete and workable installation are included in this pay item.

2.03 ITEM NO. 3 – 8-INCH RESTRAINED JOINT C900 DR18 PVC WATERLINE BY OPEN CUT (LF)

This per linear foot bid item shall include furnishing all labor, equipment, and materials necessary to install the 8-inch DR18 C900 PVC (235 psi) waterline as shown in the plans, standard details, and specifications. The cost of trench safety, excavation, dewatering, furnishing and installing...
embedment material, pipe and proper pipe storage, tracer wire, furnishing and installing backfill material, warning tape, compaction, flushing, thrust blocking in accordance with City Standards, required joint restraints and all other incidental items necessary for a complete and workable installation are included in this pay item.

2.04 ITEM NO. 4 - 10-INCH RESTRAINED JOINT C900 DR18 PVC WATERLINE BY OPEN CUT (LF)

This per linear foot bid item shall include furnishing all labor, equipment, and materials necessary to install the 10-inch DR18 C900 PVC (235 psi) waterline as shown in the plans, standard details, and specifications. The cost of trench safety, excavation, dewatering, furnishing and installing embedment material, pipe and proper pipe storage, tracer wire, furnishing and installing backfill material, warning tape, compaction, flushing, thrust blocking in accordance with City Standards, required joint restraints and all other incidental items necessary for a complete and workable installation are included in this pay item.

2.05 ITEM NO. 5 - 12-INCH RESTRAINED JOINT C900 DR18 PVC WATERLINE BY OPEN CUT (LF)

This per linear foot bid item shall include furnishing all labor, equipment, and materials necessary to install the 12-inch DR18 C900 PVC (235 psi) waterline as shown in the plans, standard details, and specifications. The cost of excavation, dewatering, furnishing and installing embedment material, pipe and proper pipe storage, tracer wire, furnishing and installing backfill material, warning tape, compaction, flushing, thrust blocking in accordance with City Standards, required joint restraints and all other incidental items necessary for a complete and workable installation are included in this pay item.

2.06 ITEM NO. 6 – 6-INCH C900 DR18 FUSIBLE PVC WATERLINE WITH 12-INCH STEEL CASING BY BORE (LF)

This per linear foot bid item shall include furnishing all labor, equipment, and materials necessary to bore and install 12-inch steel casing with 6-inch Fusible C900 DR18 PVC carrier pipe as shown in the plans, standard details, and specifications. The cost of trench safety, pit excavation, above ground and below ground utility protection and support, dewatering, boring, steel casing, pipe storage, carrier pipe fusion and installation, fusion equipment rental, casing spacers, casing vents, end seals, furnishing and installing embedment, pit backfill, compaction and all other incidental items necessary for a complete and workable installation are included in this pay item.

2.07 ITEM NO. 7 – 8-INCH C900 DR18 FUSIBLE PVC WATERLINE WITH 14-INCH STEEL CASING BY BORE (LF)

This per linear foot bid item shall include furnishing all labor, equipment, and materials necessary to bore and install 14-inch steel casing with 8-inch Fusible C900 DR18 PVC carrier pipe as shown in the plans, standard details, and specifications. The cost of trench safety, pit excavation, above ground and below ground utility protection and support, dewatering, boring, steel casing, pipe storage, carrier pipe fusion and installation, fusion equipment rental, casing spacers, casing vents, end seals, furnishing and installing embedment, pit backfill, compaction and all other incidental items necessary for a complete and workable installation are included in this pay item.

2.08 ITEM NO. 8 – 12-INCH C900 DR18 FUSIBLE PVC PIPE WITH 18-INCH STEEL CASING BY BORE (LF)

This per linear foot bid item shall include furnishing all labor, equipment, and materials necessary to bore and install 18-inch steel casing with 12-inch Fusible C900 DR18 PVC carrier pipe as shown in the plans, standard details, and specifications. The cost of trench safety, pit excavation, above ground and below ground utility protection and support, dewatering, boring, steel casing, pipe storage, carrier pipe fusion and installation, fusion equipment rental, casing spacers, casing vents, end seals, furnishing and installing embedment, pit backfill, compaction and all other incidental items necessary for a complete and workable installation are included in this pay item.
2.09 ITEM NO. 9 – SHORING (SF)

This per square foot bid item shall include furnishing all labor, equipment and materials necessary to install sheeting and shoring for the protection of the existing roads during the excavation of the bore pits. The cost of the sheeting and shoring, installation and removal of the sheeting and shoring and all other incidental items necessary for a complete and workable installation are included in this pay item.

2.10 ITEM NO. 10 – 6-INCH MJ GATE VALVE WITH VALVE BOX (EA)

This per each bid item shall include furnishing all labor, equipment, and materials necessary to install a 6-inch resilient seated gate valve as shown in the plans, standard details, and specifications. The valve shall be fusion-bonded epoxy coated and have MJ connections with stainless steel nuts and bolts. The cost of the gate valve, concrete valve support, valve stem, valve stem extension, hardware, thrust restraint, valve box with concrete pad, and all other incidental items necessary for a complete and workable installation are included in this pay item.

2.11 ITEM NO. 11 – 8-INCH MJ GATE VALVE WITH VALVE BOX (EA)

This per each bid item shall include furnishing all labor, equipment, and materials necessary to install an 8-inch resilient seated gate valve as shown in the plans, standard details, and specifications. The valve shall be fusion-bonded epoxy coated and have MJ connections with stainless steel nuts and bolts. The cost of the gate valve, concrete valve support, valve stem, valve stem extension, hardware, thrust restraint, valve box with concrete pad, and all other incidental items necessary for a complete and workable installation are included in this pay item.

2.12 ITEM NO. 12 – 12-INCH MJ GATE VALVE WITH VALVE BOX (EA)

This per each bid item shall include furnishing all labor, equipment, and materials necessary to install a 12-inch resilient seated gate valve as shown in the plans, standard details, and specifications. The valve shall be fusion-bonded epoxy coated and have MJ connections with stainless steel nuts and bolts. The cost of the gate valve, concrete valve support, valve stem, valve stem extension, hardware, thrust restraint, valve box with concrete pad, and all other incidental items necessary for a complete and workable installation are included in this pay item.

2.13 ITEM NO. 13 – 6-INCH 45° MJ BEND (EA)

This per each bid item shall include furnishing all labor, equipment, and materials necessary to install a DIP 6-inch 45-degree bend as shown in the plans, standard details, and specifications. The DIP fitting shall be fusion bonded epoxy coated and have MJ connections with stainless steel nuts and bolts. The cost of the fitting, hardware, thrust restraint, thrust blocking and all other incidental items necessary for a complete and workable installation are included in this pay item.

2.14 ITEM NO. 14 – 6-INCH 90° MJ BEND (EA)

This per each bid item shall include furnishing all labor, equipment, and materials necessary to install a DIP 6-inch 90-degree bend as shown in the plans, standard details, and specifications. The DIP fitting shall be fusion bonded epoxy coated and have MJ connections with stainless steel nuts and bolts. The cost of the fitting, hardware, thrust restraint, thrust blocking, and all other incidental items necessary for a complete and workable installation are included in this pay item.

2.15 ITEM NO. 15 – 8-INCH 45° MJ BEND (EA)

This per each bid item shall include furnishing all labor, equipment, and materials necessary to install a DIP 8-inch 45-degree bend as shown in the plans, standard details, and specifications. The DIP fitting shall be fusion bonded epoxy coated and have MJ connections with stainless steel nuts and bolts. The cost of the fitting, hardware, thrust restraint, thrust blocking and all other incidental items necessary for a complete and workable installation are included in this pay item.
2.16 ITEM NO. 16 – 8-INCH 90° MJ BEND (EA)

This per each bid item shall include furnishing all labor, equipment, and materials necessary to install a DIP 8-inch 90-degree bend as shown in the plans, standard details, and specifications. The DIP fitting shall be fusion bonded epoxy coated and have MJ connections with stainless steel nuts and bolts. The cost of the fitting, hardware, thrust restraint, thrust blocking, and all other incidental items necessary for a complete and workable installation are included in this pay item.

2.17 ITEM NO. 17 – 12-INCH 11.25° MJ BEND (EA)

This per each bid item shall include furnishing all labor, equipment, and materials necessary to install a DIP 12-inch 11.25-degree bend as shown in the plans, standard details, and specifications. The DIP fitting shall be fusion bonded epoxy coated and have MJ connections with stainless steel nuts and bolts. The cost of the fitting, hardware, thrust restraint, thrust blocking, and all other incidental items necessary for a complete and workable installation are included in this pay item.

2.18 ITEM NO. 18 – 12-INCH 22.5° MJ BEND (EA)

This per each bid item shall include furnishing all labor, equipment, and materials necessary to install a DIP 12-inch 22.5-degree bend as shown in the plans, standard details, and specifications. The DIP fitting shall be fusion bonded epoxy coated and have MJ connections with stainless steel nuts and bolts. The cost of the fitting, hardware, thrust restraint, thrust blocking, and all other incidental items necessary for a complete and workable installation are included in this pay item.

2.19 ITEM NO. 19 – 12-INCH 45° MJ BEND (EA)

This per each bid item shall include furnishing all labor, equipment, and materials necessary to install a DIP 12-inch 45-degree bend as shown in the plans, standard details, and specifications. The DIP fitting shall be fusion bonded epoxy coated and have MJ connections with stainless steel nuts and bolts. The cost of the fitting, hardware, thrust restraint, thrust blocking, and all other incidental items necessary for a complete and workable installation are included in this pay item.

2.20 ITEM NO. 20 – 12-INCH 90° MJ BEND (EA)

This per each bid item shall include furnishing all labor, equipment, and materials necessary to install a DIP 12-inch 90-degree bend as shown in the plans, standard details, and specifications. The DIP fitting shall be fusion bonded epoxy coated and have MJ connections with stainless steel nuts and bolts. The cost of the fitting, hardware, thrust restraint, thrust blocking, and all other incidental items necessary for a complete and workable installation are included in this pay item.

2.21 ITEM NO. 21 – 6-INCH X 6-INCH DIP MJ TEE (EA)

This per each bid item shall include furnishing all labor, equipment, and materials necessary to install a 6-inch x 6-inch tee as shown in the plans, standard details, and specifications. The DIP fitting shall be fusion-bonded epoxy coated and have MJ connections with stainless steel nuts and bolts. The cost of the fitting, hardware, thrust restraint, thrust blocking, and all other incidental items necessary for a complete and workable installation are included in this pay item.

2.22 ITEM NO. 22 – 12-INCH X 6-INCH DIP MJ TEE (EA)

This per each bid item shall include furnishing all labor, equipment, and materials necessary to install a 12-inch x 6-inch tee as shown in the plans, standard details, and specifications. The DIP fitting shall be fusion-bonded epoxy coated and have MJ connections with stainless steel nuts and bolts. The cost of the fitting, hardware, thrust restraint, thrust blocking, and all other incidental items necessary for a complete and workable installation are included in this pay item.

2.23 ITEM NO. 23 – 12-INCH X 8-INCH DIP MJ TEE (EA)

This per each bid item shall include furnishing all labor, equipment, and materials necessary to
install a 12-inch x 8-inch tee as shown in the plans, standard details, and specifications. The DIP fitting shall be fusion-bonded epoxy coated and have MJ connections with stainless steel nuts and bolts. The cost of the fitting, hardware, thrust restraint, thrust blocking, and all other incidental items necessary for a complete and workable installation are included in this pay item.

2.24 ITEM NO. 24 – 12-INCH X 12-INCH DIP MJ TEE (EA)

This per each bid item shall include furnishing all labor, equipment, and materials necessary to install a 12-inch x 12-inch tee as shown in the plans, standard details, and specifications. The DIP fitting shall be fusion-bonded epoxy coated and have MJ connections with stainless steel nuts and bolts. The cost of the fitting, hardware, thrust restraint, thrust blocking, and all other incidental items necessary for a complete and workable installation are included in this pay item.

2.25 ITEM NO. 25 – 12-INCH X 6-INCH MJ REDUCER (EA)

This per each bid item shall include furnishing all labor, equipment, and materials necessary to install a 12-inch x 6-inch reducer as shown in the plans, standard details, and specifications. The DIP fitting shall be fusion-bonded epoxy coated and have MJ connections with stainless steel nuts and bolts. The cost of the fitting, hardware, thrust restraint, and all other incidental items necessary for a complete and workable installation are included in this pay item.

2.26 ITEM NO. 26 – 12-INCH X 10-INCH MJ REDUCER (EA)

This per each bid item shall include furnishing all labor, equipment, and materials necessary to install a 12-inch x 10-inch reducer as shown in the plans, standard details, and specifications. The DIP fitting shall be fusion-bonded epoxy coated and have MJ connections with stainless steel nuts and bolts. The cost of the fitting, hardware, thrust restraint, and all other incidental items necessary for a complete and workable installation are included in this pay item.

2.27 ITEM NO. 27 – 2-INCH AIR RELEASE VALVE AND VAULT (EA)

This per each bid item shall include furnishing all labor, equipment, and materials necessary to install a combination air valve and vault as shown in the plans, standard details, and specifications. The cost of the main line tap and tapping saddle, service line, combination air valve, 2-inch gate valve with valve box, vault, vault frame and cover, concrete, excavation, backfill, bedding course, filter fabric, tracer wire, galvanized vent pipe, flowable fill, hardware, bollards and all other incidental items necessary for a complete and workable installation are included in this pay item.

2.28 ITEM NO. 28 – SERVICE CONNECTION – SHORT (EA)

This per each bid item shall include furnishing materials necessary to install short service connection and the associated water meter as shown in the plans, standard details, and specifications. The cost of the short service connection shall include corporation stop, taps for corporation stop, service saddle, HDPE DR 11 Copper Tube Size service line, angle stop valves, meter box, customer valve box, meter setter, bracer bar, customer valve, tracer wire, excavation, backfill, leveling course, compaction, connection to existing customer service line and all other incidental items necessary for a complete and workable installation are included in this pay item.

2.29 ITEM NO. 29 – FIRE HYDRANT ASSEMBLY (EA)

This per each bid item shall include furnishing all labor, equipment, and materials necessary to install a fire hydrant complete as shown in the plans, standard details, and specifications. DIP fittings and valves shall be fusion-bonded epoxy coated and have MJ connections with stainless steel nuts and bolts. The cost of the fire hydrant, riser unit, gate valve, anchor tees (up to 8-inch x 6-inch), thrust restraint, thrust blocking, and all other incidental items necessary for a complete and workable installation are included in this pay item. Anchor tees necessary for connecting to the waterline which measure 10-inch x 6-inch and larger shall be paid for under the bid item associated with the specific tee size. No additional payment will be made for the pipe length between the waterline and the fire hydrant except where the pipe is shown on the drawings in separate profile.
2.30 ITEM NO. 30 – FIRE HYDRANT REMOVAL (EA)

This per each bid item shall include furnishing all labor, equipment, and materials necessary to remove an existing fire hydrant and the associated isolation valve, piping, thrust restraint and fittings as shown in the plans and specifications. The cost of backfilling the resultant trench, restoration of the site and capping and plugging the remaining piping shall be considered incidental and are included in this pay item.

2.31 ITEM NO. 31 – CONNECTION TO EXISTING 6-INCH ACP WATERLINE (EA)

This per each bid item shall include furnishing all labor, equipment, and materials necessary to install a connection to the existing 6-inch asbestos cement waterline as shown in the plans, standard details, and specifications. The cost of all necessary transition couplings, restraining couplings, wall blocking including Megalugs and reinforcing steel, stainless steel hardware, thrust restraint, existing ACP pipe removal and disposal, replacement PVC waterline materials and installation, fittings, regulatory coordination, contractor safety, excavation, backfill and all other incidental items necessary for a complete and workable installation are included in this pay item. Necessary tees and valves shall be considered as separate pay items.

2.32 ITEM NO. 32 – CONNECTION TO EXISTING 8-INCH ACP WATERLINE (EA)

This per each bid item shall include furnishing all labor, equipment, and materials necessary to install a connection to the existing 8-inch asbestos cement waterline as shown in the plans, standard details, and specifications. The cost of all necessary transition couplings, restraining couplings, wall blocking including Megalugs and reinforcing steel, stainless steel hardware, thrust restraint, existing ACP pipe removal and disposal, replacement PVC pipe materials and installation, fittings, regulatory coordination, contractor safety, excavation, backfill and all other incidental items necessary for a complete and workable installation are included in this pay item. Necessary tees and valves shall be considered as separate pay items.

2.33 ITEM NO. 33 – CONNECTION TO EXISTING 10-INCH ACP WATERLINE (EA)

This per each bid item shall include furnishing all labor, equipment, and materials necessary to install a connection to the existing 10-inch asbestos cement waterline as shown in the plans, standard details, and specifications. The cost of all necessary transition couplings, restraining couplings, wall blocking including Megalugs and reinforcing steel, stainless steel hardware, thrust restraint, existing ACP pipe removal and disposal, replacement PVC pipe materials and installation, fittings, regulatory coordination, contractor safety, excavation, backfill and all other incidental items necessary for a complete and workable installation are included in this pay item. Necessary tees and valves shall be considered as separate pay items.

2.34 ITEM NO. 34 – CONNECTION TO EXISTING 12-INCH ACP WATERLINE (EA)

This per each bid item shall include furnishing all labor, equipment, and materials necessary to install a connection to the existing 12-inch asbestos cement waterline as shown in the plans, standard details, and specifications. The cost of all necessary transition couplings, restraining couplings, wall blocking including Megalugs and reinforcing steel, stainless steel hardware, thrust restraint, existing ACP pipe removal and disposal, replacement PVC pipe materials and installation, fittings, regulatory coordination, contractor safety, excavation, backfill and all other incidental items necessary for a complete and workable installation are included in this pay item. Necessary tees and valves shall be considered as separate pay items.

2.35 ITEM NO. 35 – CONNECTION TO EXISTING 8-INCH PVC WATERLINE (EA)

This per each bid item shall include furnishing all labor, equipment, and materials necessary to install a connection to the existing 8-inch PVC waterline as shown in the plans, standard details, and specifications. The cost of all necessary transition couplings, restraining couplings, wall blocking including Megalugs and reinforcing steel, stainless steel hardware, thrust restraint, existing PVC pipe removal and disposal, replacement PVC pipe materials and installation, fittings, contractor safety, excavation, backfill and all other incidental items necessary for a complete and workable installation are included in this pay item. Necessary tees and valves shall be considered as separate pay items.
2.36 ITEM NO. 36 – PLUG AND ABANDON EXISTING 2-INCH WATERLINE (EA)

This per each bid item shall include furnishing all labor, equipment, and materials necessary to plug the abandoned 2-inch waterline at locations directed by the Authority Construction Inspector and as shown in the plans, standard details, and specifications. The cost of the hardware, pipe cutting, concrete, grout, regulatory coordination, contractor safety, and all other incidental items necessary for a complete installation are included in this pay item.

2.37 ITEM NO. 37 – PLUG AND ABANDON EXISTING 6-INCH ACP WATERLINE (EA)

This per each bid item shall include furnishing all labor, equipment, and materials necessary to plug the abandoned 6-inch asbestos cement waterline at locations directed by the Authority Construction Inspector and as shown in the plans, standard details, and specifications. The cost of the hardware, pipe cutting, concrete/asphalt removal and replacement, excavation, grout, backfill, regulatory coordination, ACP disposal, contractor safety, and all other incidental items necessary for a complete installation are included in this pay item.

2.38 ITEM NO. 38 – PLUG AND ABANDON EXISTING 8-INCH ACP WATERLINE (EA)

This per each bid item shall include furnishing all labor, equipment, and materials necessary to plug the abandoned 8-inch asbestos cement waterline at locations directed by the Authority Construction Inspector and as shown in the plans, standard details, and specifications. The cost of the hardware, pipe cutting, concrete/asphalt removal and replacement, excavation, grout, backfill, regulatory coordination, ACP disposal, contractor safety, and all other incidental items necessary for a complete installation are included in this pay item.

2.39 ITEM NO. 39 – PLUG AND ABANDON EXISTING 12-INCH ACP WATERLINE (EA)

This per each bid item shall include furnishing all labor, equipment, and materials necessary to plug the abandoned 12-inch asbestos cement waterline at locations directed by the Authority Construction Inspector and as shown in the plans, standard details, and specifications. The cost of the hardware, pipe cutting, concrete/asphalt removal and replacement, excavation, grout, backfill, regulatory coordination, ACP disposal, contractor safety, and all other incidental items necessary for a complete installation are included in this pay item.

2.40 ITEM NO. 40 – PLUG AND ABANDON EXISTING 8-INCH PVC WATERLINE (EA)

This per each bid item shall include furnishing all labor, equipment, and materials necessary to plug the abandoned 8-inch PVC waterline at locations directed by the Authority Construction Inspector and as shown in the plans, standard details, and specifications. The cost of concrete removal and disposal, subgrade preparation, compaction, concrete, formwork, concrete finishing and all other incidental items necessary for a complete and workable installation are included in this pay item.

2.41 ITEM NO. 41 – PLUG AND ABANDON EXISTING 12-INCH CAST IRON WATERLINE (EA)

This per each bid item shall include furnishing all labor, equipment, and materials necessary to plug the abandoned 12-inch cast iron waterline at locations directed by the Authority Construction Inspector and as shown in the plans, standard details, and specifications. The cost of the hardware, pipe cutting, concrete, grout, regulatory coordination, contractor safety, and all other incidental items necessary for a complete installation are included in this pay item.

2.42 ITEM NO. 42 – REMOVE AND REPLACE CONCRETE SIDEWALK (SY)

This per square yard bid item shall include furnishing all materials, labor, and equipment to properly remove and replace the existing sidewalk pavement in accordance with the plans, standard details, and specifications. The cost of concrete removal and disposal, subgrade preparation, compaction, concrete, formwork, concrete finishing and all other incidental items necessary for a complete and workable installation are included in this pay item.
2.43 ITEM NO. 43 – REMOVE AND REPLACE CONCRETE DRIVE (SY)

This per square yard bid item shall include furnishing all materials, labor, and equipment to properly remove and replace driveway pavement in accordance with the plans, standard details, and specifications. The cost of concrete removal and disposal, aggregate base, subgrade preparation, compaction, concrete, formwork, concrete finishing and all other incidental items necessary for a complete and workable installation are included in this pay item.

2.44 ITEM NO. 44 – REMOVE AND REPLACE ASPHALT PAVEMENT (SY)

This per square yard bid item shall include furnishing all materials, labor, and equipment to properly remove and replace asphalt pavement in accordance with the plans, standard details, and specifications. The cost of asphalt removal and disposal, aggregate base, subgrade preparation, compaction, asphalt placement, and all other incidental items necessary for a complete and workable installation are included in this pay item.

2.45 ITEM NO. 45 – REMOVE AND REPLACE CONCRETE CURB AND GUTTER (LF)

This per linear foot bid item shall include furnishing all materials, labor, and equipment to properly remove and replace concrete curb and gutter in accordance with the plans, standard details, and specifications. The cost of concrete removal and disposal, subgrade preparation, compaction, concrete, dowels, formwork, concrete finishing, and all other incidental items necessary for a complete and workable installation are included in this pay item.

2.46 ITEM NO. 46 – SLAB SODDING (SY)

This per square yard bid item shall include furnishing all materials, labor, and equipment to supply and properly apply slab sod in disturbed areas in accordance with the plans, standard details, and specifications. The cost of salvaging and placing topsoil, ground preparation, watering, fertilizing, slab sod to match grass type at each individual location, rolling and all other incidental items necessary to establish quality grass turf are included in this pay item.

2.47 ITEM NO. 47 – CONSTRUCTION STAKING (LS)

This lump sum bid item shall include furnishing all materials, labor and equipment, to perform construction staking for the new waterline, right of way, and easements in accordance with the plans, standard details, and specifications. The cost of construction staking by a land surveyor registered in Oklahoma and all other incidental items are included in this pay item.

2.48 ITEM NO. 48 – TRAFFIC CONTROL (LS)

This lump sum bid item shall include all material, labor and equipment to prepare, utilize and maintain the traffic control plan for the project area in accordance with the plans, standard details and specifications. Any traffic control plan shall be designed with all local regulations as well as the Manual on Uniform Traffic Control Devices (MUTCD), latest edition. The traffic control plan must be approved by the City of Stillwater prior to any construction. Upon approval of traffic control plan, the contractor must provide notice to the Engineer at least 72 hours prior to any street closures for publication. The plan shall be deployed and maintained in the field by certified construction traffic control technicians (certification through either ATSSA or OTEA is mandatory). The cost of the traffic control plan, signage, barricades, traffic control devices, field technicians and all other incidental items are included in this pay item.

2.49 ITEM NO. 49 – EROSION CONTROL (LS)

This lump sum bid item shall include all material, labor and equipment to design, install, and maintain an approved Erosion Control Plan for the project area in accordance with the Storm Water Pollution Prevention Plan, standard details and specifications. The erosion control plan must be approved by Engineer and erosion control measures installed prior to any construction. This item shall include filing the Notice of Intent (NOI) and the Notice of Termination (NOT) with the Oklahoma Department of Environmental Quality (ODEQ). The cost of permitting, SWPPP preparation, installation, maintenance and removal of erosion control devices including silt fencing, check dams,
etc., sediment handling and all other incidental items necessary to restore the ground surface are included in this pay item.

2.50 ITEM NO. 50 – DISINFECTION AND TESTING (LS)

This lump sum bid item shall include all material, labor, equipment, and all other incidental items to provide for pipeline disinfection and pressure testing in accordance with Oklahoma DEQ regulations, the latest edition of AWWA C-651 and City of Stillwater standards. All other incidental items are included in this pay item.

2.51 ITEM NO. 51 – MOBILIZATION AND INSURANCE (LS)

This lump sum bid item shall include furnishing materials and equipment, permits and labor necessary to move all machinery and personnel required onto, and off, the job site to perform construction in accordance with the plans, standard details, and specifications. The cost of the pre-construction video, insurance, bonds, mobilization, demobilization and all other incidental items are included in this lump sum pay item. This item shall not exceed 5% of the total bid. No more than 90% of this item shall be paid until project acceptance.
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SECTION 01330
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY
A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
B. Related Sections include the following:
   1. Division 1 Section 01770 Closeout Procedures for submitting warranties.

1.3 DEFINITIONS
A. Action Submittals: Written and graphic information that requires ENGINEER’S responsive action.
B. Informational Submittals: Written information that does not require ENGINEER’S responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES
A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
   1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that requires sequential activity.
   2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
      a. ENGINEER reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
B. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on ENGINEER’S receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
   1. Initial Review: Allow 21 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. ENGINEER will advise CONTRACTOR when a submittal being processed must be delayed for coordination.
   2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
   3. Resubmittal Review: Allow 21 days for review of each resubmittal.
C. Identification: Place a permanent label or title block on each submittal for identification.
   1. Indicate name of firm or entity that prepared each submittal on label or title block.
   2. Provide a space approximately on label or beside title block to record CONTRACTOR’S review markings (Green in color).
   3. Include the following information on label for processing and recording action taken:
      a. Project name.
      b. Date.
      c. Name and address of ENGINEER.
      d. Name and address of CONTRACTOR.
      e. Name and address of subcontractor.
      f. Name and address of supplier.
      g. Name of manufacturer.
h. Submittal number shall be by means of a specification number, a chronological order, and a letter suffices to indicate number of times submitted.
   1) Submittal number shall use Specification Section number followed by a hyponym and then a sequential number (e.g., 06100-01). Resubmittals shall include an alphabetic suffix after another hyponym (e.g., 06100-01-A).
   2) Operational and Maintenance Manuals submitted shall be identified with the same number as it’s corresponding equipment submittal. (e.g., 11300-DRAFT), indicates preliminary O&M Manual for equipment submitted under Section 11300.

i. Number and title of appropriate Specification Section.

j. Drawing number and detail references, as appropriate.

k. Location(s) where product is to be installed, as appropriate.

l. Other necessary identification.

D. Deviations from Contract Documents: CONTRACTOR shall highlight, encircle, or otherwise specifically identify deviations (Green in color) from the Contract Documents on submittals.

E. Additional Copies: Unless additional copies are required for final submittal, and unless ENGINEER observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

F. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit submittals per Division 1 Section 1039 Inter-Based Construction Management. ENGINEER will return submittals, without review, received from sources other than Contractor.

G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
   1. Note date and content of previous submittal.
   2. Note date and content of revision in label or title block and clearly indicate extent of revision.
   3. Resubmit submittals until they are marked "REVIEWED."
   4. For resubmittals, Contractor shall provide the entire and complete submittal for project documentation. If the contractor provides only the portions required by the previous shop drawing review, then the engineer may elect to return the submittal without review.

H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, and authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

I. Use for Construction: Use only final submittals with mark indicating “REVIEWED” or “Furnished As Corrected.”

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

A. General: Prepare and submit Action Submittals required by individual Specification Sections.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
   1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
   2. Mark each copy of each submittal to show which products and options are applicable.
   3. When pre-printed catalog information is submitted, clearly identified item to be submitted with arrow or other mark. Catalog information not marked clearly shall be returned.
   4. Include the following information, as applicable:
      a. Manufacturer’s written recommendations.
      b. Manufacturer’s product specifications.
c. Manufacturer's installation instructions.
d. Manufacturer's catalog cuts.
e. Wiring diagrams showing factory-installed wiring.
f. Printed performance curves.
g. Operational range diagrams.
h. Compliance with specified referenced standards.
i. Testing by recognized testing agency.

5. Number of Copies: Submit Product Data electronically in accordance with Division 1 Section 01039 Internet-Based Construction Management. In addition, submit two copies to ENGINEER.”

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal of ENGINEER’S CAD Drawings is otherwise permitted.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
   a. Dimensions.
   b. Identification of products.
   c. Fabrication and installation drawings.
   d. Roughing-in and setting diagrams.
   e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
   f. Shopwork manufacturing instructions.
   g. Templates and patterns.
   h. Schedules.
   i. Notation of coordination requirements.
   j. Notation of dimensions established by field measurement.
   k. Relationship to adjoining construction clearly indicated.
   l. Seal and signature of professional engineer if specified.
   m. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
   n. Electrical requirements.
   o. Limits of or range of operation.
   p. Performance curves.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 40 inches.

3. Number of Copies: Submit Shop Drawings electronically in accordance with Division 1 Section 01039 Internet-Based Construction Management. In addition, submit two copies to ENGINEER.”

D. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location.

1. Number of Copies: Submit three copies of product schedule or list, unless otherwise indicated. ENGINEER will return two copies.

2.2 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by other Specification Sections.

1. Number of Copies: Submit per Division 1 Section Internet-Based Construction Management, unless otherwise indicated. ENGINEER will not return copies.

2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. An officer shall sign certificates and certifications or other individual authorized to sign documents on behalf of that entity.

B. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
C. Installer Certificates: Prepare written statements on manufacturer’s letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

D. Manufacturer Certificates: Prepare written statements on manufacturer’s letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

E. Product Certificates: Prepare written statements on manufacturer’s letterhead certifying that product complies with requirements in the Contract Documents.

F. Material Certificates: Prepare written statements on manufacturer’s letterhead certifying that material complies with requirements in the Contract Documents.

G. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency’s standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

H. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

I. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency’s standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

J. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency’s standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

K. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

L. Manufacturer’s Instructions: Prepare written or published information that documents manufacturer’s recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer.

M. Manufacturer’s Field Reports: Prepare written information documenting factory-authorized service representative’s tests and inspections. Include the following, as applicable:
   2. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
   3. Results of operational and other tests and a statement of whether observed performance complies with requirements.

N. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

O. Material Safety Data Sheets (MSDS): Submit information directly to OWNER; do not submit to ENGINEER.
   1. ENGINEER will not review submittals that include MSDS and will return them for resubmittal.

2.3 DELEGATED DESIGN

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of CONTRACTOR by the Contract Documents,
provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to ENGINEER.

B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit per Division 1 Section Internet-Based Construction Management, signed and sealed by the responsible design professional, for each product and system specifically assigned to CONTRACTOR to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. CONTRACTOR shall be responsible for the accuracy and completeness of the information contained in each submittal and shall insure the values, material, equipment, or method of work shall be as described.

B. CONTRACTOR shall insure there is no conflict with other submittals and shall notify ENGINEER of each case where a conflict may occur.

C. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp (Green in color) before submitting to ENGINEER.

D. Approval Stamp: Stamp each submittal with a uniform, approval stamp (Green in color). Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of CONTRACTOR'S approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ENGINEER'S ACTION

A. General: ENGINEER will not review submittals that do not bear CONTRACTOR'S approval stamp and will return them without action.

B. Action Submittals: ENGINEER will review each submittal, make marks to indicate corrections or modifications required, and return it. ENGINEER will either stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, or use the Shop Drawing Review Comments form listed in Part 3 to indicate the action taken for each submittal as follows:

1. REVIEWED
   a. CONTRACTOR may incorporate product(s) or implement Work covered by submittal.

2. FURNISHED AS CORRECTED
   a. CONTRACTOR may incorporate product(s) or implement Work covered by submittal, in accordance with ENGINEER’S notations.

3. REVISE AND RESUBMIT
   a. Make corrections or obtain missing portions and resubmit.

4. REJECTED
   a. Contractor may not incorporate product(s) or implement Work covered by submittal.

C. Informational Submittals: ENGINEER will review each submittal and will not return it or will return it if it does not comply with requirements. ENGINEER will forward each submittal to appropriate party.

D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

3.3 SUPPLEMENTS
A. Forms are provided using an electronic format provided by OWNER in accordance with Division 1 Section 01039 Internet-based Construction Management.

END OF SECTION
SECTION 01770
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY
   A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
      1. Inspection procedures.
      2. Warranties.
      3. Final cleaning.
   B. Related Sections include the following:
      1. Division 1 Section 01010 General Construction Requirements for the following paragraphs titled:
         a. "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
         b. "Execution Requirements" for progress cleaning of Project site.
         c. "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

1.3 SUBSTANTIAL COMPLETION
   A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
      1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
      2. Advise OWNER of pending insurance changeover requirements.
      3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
      4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
      5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
      6. Deliver tools, spare parts, extra materials, and similar items to location designated by OWNER. Label with manufacturer's name and model number where applicable.
      7. Make final changeover of permanent locks and deliver keys to OWNER. Advise OWNER'S personnel of changeover in security provisions.
      8. Complete startup testing of systems.
     10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
     11. Advise OWNER of changeover in heat and other utilities.
     12. Submit changeover information related to OWNER'S occupancy, use, operation, and maintenance.
     13. Complete final cleaning requirements, including touchup painting.
     14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
   B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, ENGINEER will either proceed with inspection or notify CONTRACTOR of unfulfilled requirements. ENGINEER will prepare the Certificate of Substantial Completion.
after inspection or will notify CONTRACTOR of items, either on CONTRACTOR'S list or additional items identified by ENGINEER, which must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION
A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
   1. Submit a final Application for Payment according to Division 1 Section 01010 General Construction Requirements for paragraph titled for "Payment Procedures."
   2. Submit certified copy of ENGINEER’S Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by ENGINEER. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
   3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
   4. Submit pest-control final inspection report and warranty, as applicable.
   5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training videotapes.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, ENGINEER will either proceed with inspection or notify CONTRACTOR of unfulfilled requirements. ENGINEER will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
   1. After substantial completion is achieved which is defined as completion of pipelines, the ENGINEER will conduct a final walk through with the CONTRACTOR and develop a punch list of items to be completed.
   2. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)
A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use Punch List similar to the form attached.
   1. Organize list in sequential order as directed by Resident Project Representative.
   2. Organize items applying to each space by major element.

1.6 WARRANTIES
A. Submittal Time: Submit written warranties on request of ENGINEER for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
   1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
   2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
   3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
C. Include additional copies of each warranty in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each Project site, equipment, structures, buildings and related facilities. Comply with manufacturer’s written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
   a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
   b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
   c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
   d. Remove tools, construction equipment, machinery, and surplus material from Project site.
   e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
   f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
   g. Sweep concrete floors broom clean in unoccupied spaces.
   h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
   i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
   j. Remove labels that are not permanent.
   k. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
      1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
   l. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
   m. Replace parts subject to unusual operating conditions.
   n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.

p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

q. Leave Project clean and ready for occupancy.

C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.

D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

3.2 SUPPLEMENTS
A. Punch List form included after "End of Section" is considered part of this Section.

END OF SECTION
The following items require the attention of the Contractor for completion or correction. This list may not be all-inclusive, and the failure to include any items on this list does not alter the responsibility of the contractor to complete all Work in accordance with the Contract Documents.

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Signed By: 

Date: 

Copies: Owner, Engineer, Consultants, File
ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. Issuing Office: The office from which the Bidding Documents are to be issued is Plummer at 414 NW 4th St, Suite 150 in Oklahoma City, OK. The bidding documents are available for free at www.stillwater.org/rfp. The bidding procedures are to be administered at City Hall.

B. Invitation to Bid: Notice to Bidders.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office, upon signing the Bidding Document Receipt List for the project.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.01 The City may make such investigation as deemed necessary to determine the ability of the Bidder to complete the project and provide any warranty repairs that might be needed. The Bidder shall furnish all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by or the investigation of, such a bidder fails to satisfy the City that the Bidder's properly qualified and able to carry out the obligations of the contract and to complete the project contemplated therein.

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 Subsurface and Physical Conditions

A. The General Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.

2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in Paragraph 4.01.A. will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

4.02 Underground Facilities

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 Hazardous Environmental Condition

A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that Engineer has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in Paragraph 4.03 will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in Paragraph 4.06 of the General Conditions.

4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.
4.06 Reference is made to Article 7 of the General Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions at the Site which have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions;

E. obtain and carefully study (or accept consequences of not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

I. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.
ARTICLE 5 - PRE-BID CONFERENCE

5.01 A pre-Bid conference will be held at the time and place stated in the Notice to Bidders. Representatives of Owner and Engineer will be present to discuss the Project. Bidders MAY BE REQUIRED to attend and participate in the conference; see Notice to Bidders for attendance requirements. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 - SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

7.03 Addenda will be issued no later than 3 working days prior to the date set for the bid opening.

7.04 Addenda will be mailed by first class mail, faxed, and/or delivered only to those bidders who have signed the sign-in sheet at the Pre-Bid Conference.

ARTICLE 8 - BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (or highest combination of the base bid plus alternate bids) and in the form of a certified check or bank money order or a Bid bond issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within the time described in the Notice to Bidders, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

9.01 The number of days within which, or the dates by which, milestones are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 - ARTICLE 10 - LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.
ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitute or "or-equal" materials and equipment approved by Owner and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or "or-equal" item. No item of material or equipment will be considered by Owner as a substitute or "or-equal" unless written request for approval has been submitted by Bidder and has been received by Owner at least 15 days prior to the date for receipt of Bids. Each such request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Owner's decision of approval or disapproval of a proposed item will be final. If Owner approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 If the Contract Documents require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, in which case apparent Successful Bidder shall submit an acceptable substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 - PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

13.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

13.03 The Bid Form and all documents to be attached shall be signed in accordance with Article 24 - below.

13.04 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.05 The address and telephone number for communications regarding the Bid shall be shown.

13.06 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

14.01 Lump Sum

A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.
14.02 Unit Price

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid Form.

B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

14.03 Alternates (Unit Price or Lump Sum)

A. If not otherwise described on the Bid Form:

1. The price for each alternate will be the amount added to the base Bid, if Owner selects the alternate.

2. Alternates may be awarded in any combination and number, at the discretion of the Owner.

14.04 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.

ARTICLE 15 - SUBMITTAL OF BID

15.01 ONE original and TWO copies shall be submitted of only the Bid Form and the documents listed in the Bid Form as attachments to the Bid.

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project Title, the Project Number and Bid Number, the Date of the Bid Opening, the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in an outer envelope or box plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to:

<table>
<thead>
<tr>
<th>City of Stillwater</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office of the City Clerk</td>
</tr>
<tr>
<td>723 S. Lewis Street</td>
</tr>
<tr>
<td>Stillwater, OK 74074</td>
</tr>
<tr>
<td>OR</td>
</tr>
<tr>
<td>PO Box 1449</td>
</tr>
<tr>
<td>Stillwater, OK 74076</td>
</tr>
</tbody>
</table>

15.03 The name of the individual, limited liability company, partnership, corporation or joint venture submitting the Bid must be typed or legibly printed in the space provided. The Bidding Documents must be signed in ink in accordance with the requirements of Article 24 - below. The name and title of each person who signed the Bidding Documents must be typed or legibly printed on the line below the signature line.

15.04 All blank spaces in the Bidding Documents, which require the provision of any information or any statement from the Bidder must be filled in.

15.05 All Affidavits must be signed and notarized. The notary must legibly: enter the date; enter the name of the person(s) sworn; sign as Notary Public; provide the date of commission expiration; and may impress his/her notary seal or stamp.

15.06 The Bid Bond must be submitted in the sealed envelope with the Bid.

15.07 The Bidder is responsible for reviewing the list of required documents, above, and any requirements contained within the Project Manual and assuring that each and every required document is properly completed, signed, and submitted with the Bid. Forms and Affidavits should be completed and submitted in accordance with Article 24 - Article 24 - below

15.08 Failure to submit a required document may be cause for rejection of the Bid.
15.09 Forms Not in Packet: If an item is listed as being part of the Bidding Documents, and the form is not included in this packet, it is the Bidder's responsibility to obtain the form from the City of Stillwater or such other office noted in the Notice to Bidders.

15.10 Forms to be Used. Bidder shall use the forms in this Bid Package or shall photocopy the forms and complete them. No alterations can be made to the forms except to add additional signature lines as required. Bids submitted with any other alteration or amendment of these forms may be considered non-responsive.

**ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID**

16.01 No sealed bid shall be altered, changed executed or otherwise revised in any manner by any bidder after it has been tendered to the City Clerk; nor may bids once submitted to the City Clerk, be withdrawn.

16.02 If within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that City may allow the Bidder to withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

**ARTICLE 17 - OPENING OF BIDS**

17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. A tabulation of the bid information will be made available to Bidders within a reasonable time after the opening of Bids.

**ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

**ARTICLE 19 - EVALUATION OF BIDS AND AWARD OF CONTRACT**

19.01 Owner reserves the right to reject any or all Bids, or portions thereof, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions. Bids will also be evaluated based upon the criteria set forth in the City of Stillwater Purchasing Manual.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project. The best interests of the project include, but are not limited to cost, disruption of services, and long term operation and maintenance.

19.07 The award shall be made within 30 days after the opening of bids unless the Owner, by formal recorded action and for good cause shown, provides for a reasonable extension of that period not to exceed 15 days where state and local funds are involved or not to exceed 90 days where federal funds are involved.
ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance, maintenance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds and certificates.

ARTICLE 21 - SIGNING OF AGREEMENT

21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within the number of days described in the Notice to Bidders thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 - SALES AND USE TAXES

22.01 Title 68 Oklahoma Statutes (1991) Section 1365 exempts sales to municipalities and their contractors from sales tax. All bids shall be assumed to have been made based on such exemption.

ARTICLE 23 - RETAINAGE

23.01 Provisions concerning Contractor’s rights to deposit securities in lieu of retainage are set forth in the City of Stillwater Purchasing Manual.

ARTICLE 24 - SIGNATURE REQUIREMENTS

24.01 Signature requirements are set forth in the section of the agreement titled “Signature and Submission Requirements for Bidding Documents.”
LIST OF DOCUMENTS REQUIRED FOR THIS BID

Project Numbers: SUA Project 17WL03

Description: Perkins Road Waterline Relocation

The Bidder is responsible for reviewing this list of required documents and any requirements contained within the Project Manual and assuring that each and every required document is properly completed, signed, and submitted with the Bid. Forms and Affidavits should be completed and submitted in accordance with provisions of the "Signature Requirements for Bidding Documents."

DOCUMENTS REQUIRED FOR THIS BID

Submit one original and TWO copies of ONLY the following documents:

- Detailed Bid Form
- Bid Bond (Bid Security)
- Business Relationship Affidavit
- Non-Collusion Affidavit
- Certificate of Non-Discrimination
- Qualifications Statement

For the purpose of determining that a Bid is properly submitted, Bidder should submit the properly completed and executed documents listed on this page. Failure to submit a required document may be cause for rejection of the Bid.

Forms Not in Packet. If an item is listed on this page and the form is not included in this packet, it is the Bidder's responsibility to obtain the form from the City of Stillwater or such other office noted in the Notice to Bidders.

Forms to be Used. Bidder shall use the forms in this Bid Package or shall photocopy the forms and complete them. No alterations can be made to the forms except to add additional signature lines as required. Bids submitted with any other alteration or amendment of these forms may be considered non-responsive.
SIGNATURE AND SUBMISSION REQUIREMENTS FOR BIDDING DOCUMENTS

All Bid Documents and Contract Documents must be signed in ink by a person having the legal authority to bind the Bidder/Contractor and be completed in accordance with the rules listed below.

PART I. A. INSTRUCTIONS FOR SUBMISSION OF THE BID DOCUMENTS

(1) All documents shown on the "List of Documents Required for this Bid" or in the Standard Specifications, Special Provisions or Special Provisions - Technical must be completed and submitted as provided herein.

(2) The name of the individual, limited liability company, partnership, corporation or joint venture submitting the Bid must be typed or legibly printed in the space provided. The Bidding Documents must be signed in ink in accordance with the requirements of Part I.B. herein. The name and title of each person who signed the Bidding Documents must be typed or legibly printed on the line below the signature line.

(3) All blank spaces in the Bidding Documents, which require the provision of any information or any statement from the Bidder must be filled in.

(4) All Affidavits must be signed and notarized. The notary must legibly: enter the date; enter the name of the person(s) sworn; sign as Notary Public; provide the date of commission expiration; and may impress his/her notary seal or stamp.

(5) The Bid Bond must be submitted in the sealed envelope with the Bid.

(6) The Bid Form, Affidavits and Bid Security, and any other required documents, must be enclosed in a sealed envelope. Place the name of the Bidder and the words "SEALED BID FOR PROJECT BID NUMBER: 07 19/20 and BID DATE: MARCH 11TH, 2020" on the envelope.

PART I. B. AUTHORIZED SIGNATURE AND MINIMUM REQUIREMENTS FOR BIDDING DOCUMENTS

(1) Bids submitted by a Corporation: Bidding Documents must have the original ink signature of the President or Vice President of the corporation, or comply with Part I.B.(6).

(2) Bids submitted by a Sole Proprietorship or Individual: Bidding Documents must have the original ink signature of the owner or individual, or comply with Part I.B.(6).

(3) Bids submitted by a Partnership: Bidding Documents must have the original ink signature of a General Partner, or comply with Part I.B.(6).

(4) Bids submitted as a Joint Venture: If two or more parties submit a joint Bid, the Bid Documents must have the original ink signatures of the appropriate representatives of each/all parties. Such Bidders should alter all Documents, but only to provide signature lines (name of Bidder, signature line, and name and title line) to meet this requirement, or comply with Part I.B.(6). Where notarization is required on the forms, each signature must be properly notarized.
(5) **Bids Submitted by a Limited Liability Company**: Bidding Documents must have the original ink signature of an authorized agent having authority to bind the limited liability company, or comply with Part I.B.(6). Such Bids must be accompanied by the documentation required in Part II.B. (5) below.

(6) **Signature Requirements for Bidder's Authorized Agent**: Some businesses may delegate the authority to sign the Bidding Documents to an authorized agent. In such cases, all documents requiring signature must have the original ink signature of the "authorized" agent. Attached to the Bidding Documents must be the documentation required in Part II.B. (6) below.

(7) **Additional Documentation**: Additional documentation of signature and authority may be required on any authority issue or Contract issue.

**PART II. A. INSTRUCTIONS FOR SUBMISSION OF THE CONTRACT DOCUMENTS**

(1) All documents listed on the "List of Contract Documents" must be submitted within the time frame as stated in the instructions to bidders and the bid notice following the City’s notification of award of the Contract, unless that time is extended by the City’s Project Manager/Engineer (if the Bidder shows delays in returning the contract are beyond the Bidder's control).

(2) The Contract and other forms must be signed and, if so provided on the form, notarized. Where notarization is required, the notary must legibly: enter the date; enter the name of the person(s) sworn; sign as Notary Public; provide the date of commission expiration; and may impress his/her notary seal or stamp.

(3) Type or legibly print the name of the individual, Limited Liability Company, partnership, corporation or joint venture awarded the Contract on the line provided for this information. The name and title of each person who signed the Contract Documents must be typed or legibly printed on the line below the signature line.

**PART II. B. MINIMUM SIGNATURE REQUIREMENTS FOR SUBMISSION OF THE CONTRACT AND BONDS**

(1) **Contracts submitted by a Corporation**: Contract Documents must have the original ink signature of the President or Vice President of the corporation. That signature must be witnessed by the Corporate Secretary or Assistant Corporate Secretary, and the firm's corporate seal, if any, must be affixed in accordance with 18 O.S. (1991) §1016. Should the corporation not have a seal or should the seal not be available, then the person signing must demonstrate authority to bind the corporation, as set forth in paragraph II.B.(6) below. The name and title of each person who signed the Contract or bond must be typed or legibly printed on the line below the signature line.

(2) **Contracts submitted by a Sole Proprietorship or Individual**: Contract Documents must have the original ink signature of the owner or individual, respectively, on the signature line, or comply with Part II.B.(6). The name and title of each person who signed the Contract or bond must be typed or legibly printed on the line below the signature line.
(3) **Contracts submitted by a Partnership:** Contract Documents must have the original ink signature of a General Partner on the signature line, or comply with Part II.B.(6). The name and title of each person who signed the Contract or bond must be typed or legibly printed on the line below the signature line.

(4) **Contracts submitted by a Joint Venture:** If two or more parties submit a joint Bid, the Contract Documents must be signed in ink by the appropriate representatives of each/all parties. Any of the parties which are corporations must have the appropriate signature(s) and attestation(s) as provided above, or comply with Part II.B.(6). The Contract Documents should be altered, but only to add the signature lines (name of Contractor, signature line, name and title line, and attestation line) to meet this requirement. The name and title of each person who signed the Contract or bond must be typed or legibly printed on the line below the signature line.

(5) **Contracts Submitted by a Limited Liability Company:** Contract Documents must have the original ink signature of an authorized agent having authority to sign contracts and bonds and to bind the limited liability company. Attached to the Contract Documents, signed by the authorized agent, must be a properly executed copy of the articles of organization; the operating agreement; and any bylaws, resolution or other document of the authorizing entity, specifically providing the authorized agent with the authority to execute the Contract Documents on behalf of and binding the authorizing entity. All documents designating and authorizing the agent to bind the limited liability company must be notarized by a Notary Public who will complete the required information and may affix his/her seal or stamp. The name and title of each person who signed the Contract Documents must be typed or legibly printed on the line below the signature line. Additional pages may be added, but each signature must be properly notarized.

(6) **Signature Requirements for Bidder's Authorized Agent:** Some businesses may delegate the authority to sign the Contract Documents to an authorized agent. In such cases, all Contract Documents requiring signature must have the original ink signature of the "authorized" agent. Attached to the Contract Documents, signed by the authorized agent, must be a properly executed power of attorney or other document of the authorizing entity, specifically providing the "authorized" agent with the authority to execute the Contract Documents on behalf of and binding the authorizing entity. Each signature on the authorizing documents must be notarized by a Notary Public who will complete the required information and may affix his/her seal or stamp. The name and title of each person who signed the Contract, bond, or any authorizing document must be typed or printed on the line below the signature line. Additional pages may be added, but all signatures must be properly notarized.

(7) **Additional Documentation:** Additional documentation may be required.

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BID FORM – SUBMIT ONE ORIGINAL & TWO COPIES

Date: 
Bidder: 
Bidder’s State Contractor License Number: 
Project: Perkins Road Waterline Relocation
Bid Summary:
Total Base Bid
$ in figures

ARTICLE 1 - BID RECIPIENT

1.01 This bid is submitted to:

Office of the City Clerk, or Office of the City Clerk
City of Stillwater City of Stillwater
PO Box 1449 723 S. Lewis Street
Stillwater, OK 74074 Stillwater, OK 74076

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with City in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Notice to Bidders or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

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<th>Addendum Number</th>
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</table>
3.02 Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

3.03 Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

3.04 Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

3.05 Bidder has obtained and carefully studied all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

3.06 Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

3.07 Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

3.08 Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

3.09 Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Owner is acceptable to Bidder.

3.10 The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 - FURTHER REPRESENTATIONS

4.01 Bidder further represents that:
A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

C. Bidder has not solicited or induced any individual or entity to refrain from bidding.

D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

**ARTICLE 5 - BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

<table>
<thead>
<tr>
<th>Item</th>
<th>Base Bid Quantity</th>
<th>Unit</th>
<th>Item</th>
<th>Unit Price</th>
<th>Extension</th>
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<td>LF</td>
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<td>$__________</td>
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<td>2</td>
<td>232</td>
<td>LF</td>
<td>6-Inch Restrained Joint C900 DR18 PVC Waterline by Open Cut</td>
<td>$__________</td>
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<td>1,699</td>
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<td>6</td>
<td>182</td>
<td>LF</td>
<td>6-Inch C900 DR18 Fusible PVC Waterline with 12-inch Steel Casing by Bore</td>
<td>$_________ $_________</td>
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<td>12-Inch C900 DR18 Fusible PVC Waterline with 18-inch Steel Casing by Bore</td>
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<td>EA</td>
<td>6-Inch MJ Gate Valve with Valve Box</td>
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<td>11</td>
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<td>EA</td>
<td>8-Inch MJ Gate Valve with Valve Box</td>
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<td>12</td>
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<td>EA</td>
<td>12-Inch MJ Gate Valve with Valve Box</td>
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<td>6-Inch 45° MJ Bend</td>
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<td>14</td>
<td>4</td>
<td>EA</td>
<td>6-Inch 90° MJ Bend</td>
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<td>21</td>
<td>3</td>
<td>EA</td>
<td>6-Inch x 6-Inch DIP MJ Tee</td>
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<td>12-Inch x 6-Inch DIP MJ Tee</td>
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<td>12-Inch x 6-Inch MJ Reducer</td>
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<td>12-Inch x 10-Inch MJ Reducer</td>
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<td>EA</td>
<td>2-Inch Air Release Valve and Vault</td>
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<td>Fire Hydrant Assembly</td>
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<td>EA</td>
<td>Fire Hydrant Removal</td>
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<td>Connection to Existing 6-Inch ACP Waterline</td>
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<td>Connection to Existing 8-Inch ACP Waterline</td>
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<td>Description</td>
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<td>33</td>
<td>2</td>
<td>EA Connection to Existing 10-Inch ACP Waterline</td>
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<td>$ _____ $ _____</td>
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<td>38</td>
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<td>Reconnection to Existing Unknown Fire Line</td>
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<td>43</td>
<td>225</td>
<td>SY</td>
<td>Remove and Replace Concrete Sidewalk</td>
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<tr>
<td>44</td>
<td>270</td>
<td>SY</td>
<td>Remove and Replace Concrete Drive</td>
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45 480 SY Remove and Replace Asphalt Pavement

$__________ $__________

in figures in figures

unit price in words

46 465 LF Remove and Replace Concrete Curb and Gutter

$__________ $__________

in figures in figures

unit price in words

47 2,670 SY Slab Sodding

$__________ $__________

in figures in figures

unit price in words

48 1 LS Existing Utility Location

$__________ $__________

in figures in figures

unit price in words

49 1 LS Construction Staking

$__________ $__________

in figures in figures

unit price in words

50 1 LS Traffic Control

$__________ $__________

in figures in figures

unit price in words
51 1 LS Erosion Control

$____________________ $____________________
in figures in figures

unit price in words

52 1 LS Disinfection and Pressure Testing

$____________________ $____________________
in figures in figures

unit price in words

53 1 LS Mobilization and Insurance (5% Maximum)

$____________________ $____________________
in figures in figures

unit price in words

Total Base Bid: Sum of all Base Bid Items

$____________________
in figures

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words for unit prices will govern. The above unit prices shall include all labor, materials, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.
ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the Work will be completed in accordance with the Contract Documents.

6.02 Bidder agrees to pay Liquidated Damages as provided for in the Contract Documents.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 Refer to Section H of the contract documents for a list of documents required for this bid.

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid is submitted by:

☐ An Individual

Name (typed or printed): ______________________________

By: ____________________________________________

(SEAL) (Individual's Signature)

doing business as ________________________________

Business address __________________________________

Telephone number __________ FAX number __________

SS# or FED I.D.# _________________________________

☐ A Partnership

Partnership Name (typed or printed): ______________________________

By

(Signature of General Partner- attach evidence of authority to sign)

Business address __________________________________

___________________________________________________

Telephone number __________ FAX number __________

SS# or FED I.D.# _________________________________
A Corporation

By ____________________________________________
(SEAL) (Corporate Name)

_____________________________________________
(State of incorporation)

Type: _________________________________________
(General Business, Professional, Service, Limited Liability)

By ____________________________________________
(SEAL) (Signature - attach evidence of authority to sign)

_____________________________________________
(Corporate seal) (Title of person authorized to sign)

Attest _________________________________________
(Secretary)

Business address ________________________________

_____________________________________________

Telephone number ________________ FAX ________________
FED I.D.# _________________________________________
A Joint Venture

By_____________________________________________________

(SEAL)(Name)

_____________________________________________________

(Address)

By_____________________________________________________

(SEAL)(Name)

_____________________________________________________

(Address)

SS# or FED I.D.#_________________________________________

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

All Bidders:

Address and telephone number for receipt of official communications:

Contact Person: __________________________________________

Address: _______________________________________________

_____________________________________________________

Telephone: ______________________________________________

Email: __________________________________________________

FAX: ____________________________________________________
THIS PAGE INTENTIONALLY LEFT BLANK
STATE OF _________
COUNTY OF _________

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

__________________________
(if none, so state)

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

__________________________
(if none, so state)

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

__________________________
(if none, so state)

__________________________
Authorized Agent

Subscribed and sworn to before me this ___ day of ________, 20___.

__________________________
(Notary Public)

My Commission Expires: ____________________
City of Stillwater, Oklahoma

Non-Collusion Affidavit

State of ____________
County of ____________

__________________________________, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

________________________
Authorized Agent

Subscribed and sworn to before me this _____ day of ____________, 20_____.

________________________
Notary Public

My commission expires: ________________
My commission number: ________________
CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this Contract, the Contractor agrees as follows:

A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or ancestry. The Contractor shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, national origin, sex, or ancestry. Such actions shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruiting or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and subcontractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the Owner setting forth provisions of this section.

B. In the event of the Contractor's non-compliance with this non-discrimination clause, the Contract may be canceled or terminated by the Owner. The Owner may declare the Contractor ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.

C. The Contractor agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Agreement.

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

________________________________________
(company name)

________________________________________
(President)

Secretary

STATE OF ____________________________ )
COUNTY OF __________________________ ) §

On this ______ day of ____________, 20___, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared ____________________________, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its __________________________, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

________________________________________
Notary Public

My Commission Expires: __________________________

My Commission No.: __________________________
1. **Submitting Firm**

<table>
<thead>
<tr>
<th>Official Name of Firm:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip:</td>
<td></td>
</tr>
<tr>
<td>Primary Contact Person:</td>
<td></td>
</tr>
<tr>
<td>Title:</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Date of Firm’s Establishment:</td>
<td></td>
</tr>
</tbody>
</table>

2. **List all past names under which the firm has previously operated**

3. **Proposed Subcontractor(s) with 10% or more of the fee**

<table>
<thead>
<tr>
<th>Company Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person:</td>
<td></td>
</tr>
<tr>
<td>Title:</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Type of Work:</td>
<td></td>
</tr>
</tbody>
</table>

Include additional Subcontractors, if any, as an Attachment. Each Subcontractor must complete this form. Contractor must include all Subcontractor Statement of Qualifications in the Bid Package.

4. **Licensing**

<table>
<thead>
<tr>
<th>Jurisdiction:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of License:</td>
<td></td>
</tr>
<tr>
<td>License Number:</td>
<td></td>
</tr>
<tr>
<td>Jurisdiction:</td>
<td></td>
</tr>
<tr>
<td>Type of License:</td>
<td></td>
</tr>
<tr>
<td>License Number:</td>
<td></td>
</tr>
</tbody>
</table>

Has firm listed in Section 1 ever been fined or suspended by a Contractor’s licensing board?

- [ ] YES  
- [ ] NO  
If YES, attach details including where and why.
5. **Bonding Information**

<table>
<thead>
<tr>
<th>Bonding Company:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip:</td>
<td></td>
</tr>
<tr>
<td>Bonding Agent:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip:</td>
<td></td>
</tr>
<tr>
<td>Contact Name:</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td></td>
</tr>
<tr>
<td>Aggregate Bonding Capacity:</td>
<td></td>
</tr>
<tr>
<td>Available Bonding Capacity as of date of this submittal:</td>
<td></td>
</tr>
<tr>
<td>Largest Project Completed to date:</td>
<td></td>
</tr>
<tr>
<td>Owner Name, City, State:</td>
<td></td>
</tr>
<tr>
<td>Construction Fee:</td>
<td></td>
</tr>
<tr>
<td>Contact Person for Reference:</td>
<td></td>
</tr>
</tbody>
</table>

6. **Project Qualifications and History**

Has this firm, or any officer or partner of this firm, ever failed to complete a construction contract operating as this firm or any other firm?  

☐ YES  ☐ NO

If yes, identify who and when, and give details:

________________________________________________________________________

________________________________________________________________________

Are there any judgments, claims, arbitration proceedings, or lawsuits pending, outstanding, or threatened to which this firm, or an officer or partner in this firm, has been a party?  

☐ YES  ☐ NO

If yes, describe:

________________________________________________________________________

________________________________________________________________________

Has this firm, or an officer or partner of this firm, filed any lawsuits, or requested arbitration proceedings with regard to any work performed in the last five years?  

☐ YES  ☐ NO

If yes, describe:

________________________________________________________________________

________________________________________________________________________

Does the firm’s Project Manager and construction crew, or subcontractors, have the required experience and qualifications to perform the work of the project?  

☐ YES  ☐ NO
If requested by the owner, can the firm provide references for a minimum of five (5) projects that support the firm’s or subcontractor’s ability to competently perform each individual work component included in the contract?

☐ YES  ☐ NO

List the projects (including the owner name, city, and state) for which the firm has had late starts or late completions per the contracted schedule in the last five (5) years:

<table>
<thead>
<tr>
<th>Project Name, City, State:</th>
<th>Cost:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Does the contractor have previous experience with projects contracted with a municipality?

☐ YES  ☐ NO

7. Construction Experience

<table>
<thead>
<tr>
<th>Project Manager (PM) for this project:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PM’s Three (3) Current or Most Recent Projects:</td>
</tr>
<tr>
<td>Project Name, City, State:</td>
</tr>
<tr>
<td>Reference Name:</td>
</tr>
<tr>
<td>Project Name, City, State:</td>
</tr>
<tr>
<td>Reference Name:</td>
</tr>
<tr>
<td>Project Name, City, State:</td>
</tr>
<tr>
<td>Reference Name:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Superintendent (PS) for this project:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PS’s Three (3) Current or Most Recent Projects:</td>
</tr>
<tr>
<td>Project Name, City, State:</td>
</tr>
<tr>
<td>Reference Name:</td>
</tr>
<tr>
<td>Project Name, City, State:</td>
</tr>
<tr>
<td>Reference Name:</td>
</tr>
<tr>
<td>Project Name, City, State:</td>
</tr>
<tr>
<td>Reference Name:</td>
</tr>
</tbody>
</table>

Current Experience:

List on Schedule A all projects currently under contract (if Joint Venture, list each participant's projects separately). Note which projects are a direct contract with a municipality.

Previous Experience:

List on Schedule B all projects completed within the last 5 Years (if Joint Venture, list each participant's projects separately). Note which projects are a direct contract with a municipality.

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES  ☐ NO  If yes, attach details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES  ☐ NO  If yes, attach details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?
8. Safety Program

Name of Contractor’s Safety Officer:

Describe firm’s safety program:

List all safety incidents in the past 5 years (Attach additional details if necessary):

9. Major Equipment

List on Schedule C all pieces of major equipment available for use on Owner's Project.

10. Subcontractor Qualification Statement (Subcontractors performing 10% or more of Work)

List on Schedule D all projects currently under contract (if Joint Venture, list each participant's projects separately). Note which projects are a direct contract with a municipality.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF FIRM: __________________________________________

FIRM’S AUTHORIZED SIGNATORY: __________________________________________

TITLE: __________________________________________

SIGNATURE: __________________________________________

DATE: __________________________________________

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____________ DAY OF _____________, 20____

NOTARY PUBLIC - STATE OF __________________________________________

MY COMMISSION EXPIRES: __________________________________________
REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Schedule D (Subcontractor Qualification Statement)
5. Evidence of authority for individuals listed in Section 1 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
This space intentionally blank.
<table>
<thead>
<tr>
<th>Project Name: PM/PS:</th>
<th>Contract Date:</th>
<th>Type of Work:</th>
<th>Contract Cost:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner's Name: Address: Telephone:</td>
<td>Design Engineer Name: Company: Telephone:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Name: PM/PS:</td>
<td>Contract Date:</td>
<td>Type of Work:</td>
<td>Contract Cost:</td>
</tr>
<tr>
<td>Owner's Name: Address: Telephone:</td>
<td>Design Engineer Name: Company: Telephone:</td>
<td></td>
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<tr>
<td>Project Name: PM/PS:</td>
<td>Contract Date:</td>
<td>Type of Work:</td>
<td>Contract Cost:</td>
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<tr>
<td>Owner's Name: Address: Telephone:</td>
<td>Design Engineer Name: Company: Telephone:</td>
<td></td>
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<tr>
<td>Project Name: PM/PS:</td>
<td>Contract Date:</td>
<td>Type of Work:</td>
<td>Contract Cost:</td>
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<tr>
<td>Owner's Name: Address: Telephone:</td>
<td>Design Engineer Name: Company: Telephone:</td>
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<tr>
<td>Project Name: PM/PS:</td>
<td>Contract Date:</td>
<td>Type of Work:</td>
<td>Contract Cost:</td>
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<tr>
<td>Owner's Name: Address: Telephone:</td>
<td>Design Engineer Name: Company: Telephone:</td>
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<tr>
<td>Project Name: PM/PS:</td>
<td>Contract Date:</td>
<td>Type of Work:</td>
<td>Contract Cost:</td>
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<tr>
<td>Owner's Name: Address: Telephone:</td>
<td>Design Engineer Name: Company: Telephone:</td>
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<tr>
<td>Project Name: PM/PS:</td>
<td>Contract Date:</td>
<td>Type of Work:</td>
<td>Contract Cost:</td>
</tr>
<tr>
<td>Owner's Name: Address: Telephone:</td>
<td>Design Engineer Name: Company: Telephone:</td>
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<tr>
<td>Project Name: PM/PS:</td>
<td>Contract Date:</td>
<td>Type of Work:</td>
<td>Contract Cost:</td>
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<tr>
<td>Owner's Name: Address: Telephone:</td>
<td>Design Engineer Name: Company: Telephone:</td>
<td></td>
<td></td>
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</tbody>
</table>

Note: Copy form and attach if additional space is needed.
# SCHEDULE B - PREVIOUS EXPERIENCE

(Include ALL Projects Completed within the last 5 years)

<table>
<thead>
<tr>
<th>Project Name: PM/PS:</th>
<th>Contract Date:</th>
<th>Type of Work:</th>
<th>Original Contract Cost:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner's Name:</td>
<td>Design Engineer Name:</td>
<td>Company:</td>
<td>Total Change Orders:</td>
</tr>
<tr>
<td>Address:</td>
<td>Design Engineer Name:</td>
<td>Company:</td>
<td>Total Change Orders:</td>
</tr>
<tr>
<td>Telephone:</td>
<td>Design Engineer Name:</td>
<td>Company:</td>
<td>Total Change Orders:</td>
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<tr>
<td>Project Name:</td>
<td>Contract Date:</td>
<td>Type of Work:</td>
<td>Original Contract Cost:</td>
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<tr>
<td>PM/PS:</td>
<td>Design Engineer Name:</td>
<td>Company:</td>
<td>Total Change Orders:</td>
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<tr>
<td>Owner's Name:</td>
<td>Design Engineer Name:</td>
<td>Company:</td>
<td>Total Change Orders:</td>
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<tr>
<td>Address:</td>
<td>Design Engineer Name:</td>
<td>Company:</td>
<td>Total Change Orders:</td>
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<tr>
<td>Telephone:</td>
<td>Design Engineer Name:</td>
<td>Company:</td>
<td>Total Change Orders:</td>
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<tr>
<td>Project Name:</td>
<td>Contract Date:</td>
<td>Type of Work:</td>
<td>Original Contract Cost:</td>
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<tr>
<td>PM/PS:</td>
<td>Design Engineer Name:</td>
<td>Company:</td>
<td>Total Change Orders:</td>
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<td>Owner's Name:</td>
<td>Design Engineer Name:</td>
<td>Company:</td>
<td>Total Change Orders:</td>
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<tr>
<td>Address:</td>
<td>Design Engineer Name:</td>
<td>Company:</td>
<td>Total Change Orders:</td>
</tr>
<tr>
<td>Telephone:</td>
<td>Design Engineer Name:</td>
<td>Company:</td>
<td>Total Change Orders:</td>
</tr>
</tbody>
</table>

Note: Copy form and attach if additional space is needed.
SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

<table>
<thead>
<tr>
<th>ITEM</th>
<th>PURCHASE DATE</th>
<th>CONDITION</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>
SCHEDULE D - SUBCONTRACTOR QUALIFICATIONS STATEMENT

Project Name:
Project Numbers:

We ( ), propose to utilize the following subcontractor to perform a portion of the work under this contract. The selected Subcontractor must be qualified and shall have sufficient experience and successful history in performing to assigned tasks.

A. Subcontractor Name:

B. Subcontractor Qualifications and Experiences (attached Supporting Documents as Needed):

1. 
2. 
3. 
4. 
5. 
6. 
7. 
8. 
9. 
10. 
C. Subcontractor References (attached Supporting Documents as Needed):

1. 
2. 
3. 
4. 
5. 
6. 
7. 
8. 
9. 
10. 

END OF CONTRACTORS QUALIFICATION STATEMENT
Project References per Section 6 of Contractor Qualifications Statement

Please provide references and details for five (5) projects that support the firm’s or subcontractor’s ability to competently perform each individual work component included in the contract.

<table>
<thead>
<tr>
<th>Proj.</th>
<th>Owner’s Representative and Phone Number</th>
<th>Was the owner a public municipality</th>
<th>Was your company the General Contractor</th>
<th>Was the project awarded through Competitive Bidding</th>
<th>Did Project Include a SWPPP*</th>
<th>% of Project being a water main (≥ 6-inches)</th>
<th>Total Contract Price</th>
<th>% of Total in Change Orders</th>
<th>Original Contract Duration</th>
<th>Final Contract Duration</th>
<th>Approximate Number of Items Below</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>☐ Yes ☐ No</td>
<td>☐ Yes ☐ No</td>
<td>☐ Yes ☐ No</td>
<td>☐ Yes ☐ No</td>
<td>☐ Yes ☐ No</td>
<td>☐ Yes ☐ No</td>
<td>$_________</td>
<td>☐ Yes ☐ No</td>
<td>☐ Yes ☐ No</td>
<td>☐ Yes ☐ No</td>
<td>Service Connections (<strong><strong><strong>) Tie-ins (</strong></strong></strong>)</td>
</tr>
<tr>
<td>2</td>
<td>☐ Yes ☐ No</td>
<td>☐ Yes ☐ No</td>
<td>☐ Yes ☐ No</td>
<td>☐ Yes ☐ No</td>
<td>☐ Yes ☐ No</td>
<td>☐ Yes ☐ No</td>
<td>$_________</td>
<td>☐ Yes ☐ No</td>
<td>☐ Yes ☐ No</td>
<td>☐ Yes ☐ No</td>
<td>Service Connections (<strong><strong><strong>) Tie-ins (</strong></strong></strong>)</td>
</tr>
<tr>
<td>3</td>
<td>☐ Yes ☐ No</td>
<td>☐ Yes ☐ No</td>
<td>☐ Yes ☐ No</td>
<td>☐ Yes ☐ No</td>
<td>☐ Yes ☐ No</td>
<td>☐ Yes ☐ No</td>
<td>$_________</td>
<td>☐ Yes ☐ No</td>
<td>☐ Yes ☐ No</td>
<td>☐ Yes ☐ No</td>
<td>Service Connections (<strong><strong><strong>) Tie-ins (</strong></strong></strong>)</td>
</tr>
<tr>
<td>4</td>
<td>☐ Yes ☐ No</td>
<td>☐ Yes ☐ No</td>
<td>☐ Yes ☐ No</td>
<td>☐ Yes ☐ No</td>
<td>☐ Yes ☐ No</td>
<td>☐ Yes ☐ No</td>
<td>$_________</td>
<td>☐ Yes ☐ No</td>
<td>☐ Yes ☐ No</td>
<td>☐ Yes ☐ No</td>
<td>Service Connections (<strong><strong><strong>) Tie-ins (</strong></strong></strong>)</td>
</tr>
<tr>
<td>5</td>
<td>☐ Yes ☐ No</td>
<td>☐ Yes ☐ No</td>
<td>☐ Yes ☐ No</td>
<td>☐ Yes ☐ No</td>
<td>☐ Yes ☐ No</td>
<td>☐ Yes ☐ No</td>
<td>$_________</td>
<td>☐ Yes ☐ No</td>
<td>☐ Yes ☐ No</td>
<td>☐ Yes ☐ No</td>
<td>Service Connections (<strong><strong><strong>) Tie-ins (</strong></strong></strong>)</td>
</tr>
</tbody>
</table>

*Stormwater Pollution Prevention Plan

For each of the items below, as it pertains to the referenced projects above, please provide your company’s method of complying with contract requirements and the overall success of the project.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Contractor Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submittals</td>
<td>Process to prepare and submit timely, accurate, and organized submittals</td>
<td></td>
</tr>
<tr>
<td><strong>Traffic Control</strong></td>
<td>Process to prepare and submit accurate plans, inspect, modify, and insure continuous compliance and safety</td>
<td></td>
</tr>
<tr>
<td>---------------------</td>
<td>--------------------------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td><strong>Communication with Owner</strong></td>
<td>Process to insure efficient communication. Method of communicating unanticipated challenges, suggesting solutions, adjusting/adapting to meet project requirements</td>
<td></td>
</tr>
<tr>
<td><strong>Communication with Public</strong></td>
<td>Process for coordinating with the public, affected businesses, demonstrating a service-oriented performance and a cooperative working environment</td>
<td></td>
</tr>
<tr>
<td><strong>Responsiveness to Project Challenges</strong></td>
<td>Process to respond quickly to Owner-identified problems in workmanship, contract compliance, customer-reported problems</td>
<td></td>
</tr>
<tr>
<td><strong>Review of Contract Documents and Specifications</strong></td>
<td>Process to insure contract requirements are reviewed, communicated to the field crews, and accurately implemented</td>
<td></td>
</tr>
<tr>
<td><strong>Documentation &amp; As-buils</strong></td>
<td>Process for providing regular and accurate updates to as-built drawings, work-progress, schedule, and other critical success factors</td>
<td></td>
</tr>
</tbody>
</table>
NOTICE OF NO BID

This sheet is provided for the convenience of vendors submitting a no bid response to solicitations. Request for bid (RFB) number and company name must be indicated by vendor.

REASON FOR NO BID:
[ ] 1. Cannot comply with specifications
[ ] 2. Cannot meet delivery requirements
[ ] 3. Cannot identify the item(s)
[ ] 4. Do not regularly manufacture or sell the type of item(s) involved
[ ] 5. Other (Specify)_______________________________________

[ ] We do  [ ] We do not desire to be retained on the bidder list for future procurements of the type of item(s) involved.

Name and Address of firm (include zip code)  Signature

Title

FOLD/STAMP/MAIL

Notice of No Bid for Project  (SUA Bid No. 07 19/20)
Bids Open March 11, 2020

CITY CLERK
CITY OF STILLWATER
P.O. BOX 1449
STILLWATER, OK 74076