

SECTION 1 GENERAL CONSTRUCTION PROVISIONS

1.0 PURPOSE. The purpose of this Section is to provide standard project, objectives, standards, administrative details, general construction provisions, requirements, procedures, and additional information common to all aspects of City Projects and the manner of their execution.

1.1 Contract Requirements. The Construction Contract and its General Conditions, provide the basic legal and business terms of the construction work as approved by the City Commission and the Contractor. Nothing within these General Construction Provisions nor the Standard Specifications shall be construed so as to modify or supplant those terms

1.2 Special Specification. Specific features or technical specifications unique to the project, the construction contract, general conditions, and technical specifications shall be included in the bid solicitation and construction specifications as a separate "Special Specification". Such special specification shall include the following items:

1.2.1 Purpose of the Project. This paragraph shall describe the purpose of the project. The statement of the purpose of the project includes a brief description of the problem or issue to be solved; and classifies the project as new construction, heavy repair or maintenance or improvements that resolve a public health or safety issue.

1.2.2 End Function of the Project. Describes the end result of the project in terms of increased capacity, widened street and improved traffic flow, upgraded technology and similar attributes that justify the work.

1.2.3 Intent of Contract. This paragraph shall describe the intent of the Contract and how it resolves or contributes to the resolution of the issue or accomplishment of the requirement. Such intent shall normally include, unless otherwise stated, that the Contractor is to provide for all of the work, project management, superintendence, labor, materials, equipment, transportation, tools and related services required to complete the work according to the Contract Documents. The City will assist the Contractor in accomplishing these tasks by providing site access, parking, and other assistance as directed and approved by the City Engineer.

1.2.4 Project Site. The primary project site location is in the City limits of Ardmore. Although work may be undertaken principally at one location, these standard specifications and special specifications may routinely include work at other locations where needed. The Special Specifications shall enumerate these unique features of the project such as Storage and Parking Areas, access roads, field office, etc. The Contractor may use the land around and adjacent to the existing site as shown on the drawings. Refer to drawings for details.

2.0 CONSTRUCTION MEANS, METHODS AND PROCEDURES. The Contractor is and shall be responsible for the means, methods and procedures to be undertaken in the conduct of the work. Such includes but is not limited to site control, movement of personnel and equipment, safety compliance and enforcement, and sequencing of project tasks. In order to implement and apply the relevant means, methods and procedures, the Contractor shall likewise coordinate his requirements and activities with the Engineer or his representative at least on a daily basis to ensure effective progress.

2.1 Schedule. Following issuance of the Notice to Proceed and prior to commencement of site mobilization and movement to the site, the Contractor shall submit a draft schedule of construction to the Engineer. The draft schedule will show the main elements of work in order with proposed start and end dates, either in the form of a list or Gantt-style chart, in sufficient detail that the Engineer can anticipate the progress of the work on a weekly basis. The schedule shall be approved by the City and, thereafter, updated on at least a weekly basis.

2.2 Time Extensions. The Contractor shall be responsible for submitting requests for contract time extensions due to unforeseeable delays, unsuitable weather, ground conditions and other operational constraints over which he has no control, and submit same in writing with each partial pay request. Any time extension due to weather asked for outside of pay estimate deadline will not be validated.

2.3 Qualifications and Department of SubContractors and Personnel. Personnel entering and working upon the work site and involved in the work at hand are required to observe standard operating rules and obey the instructions of the Engineer with respect to security of the site and city property. The introduction or use of illegal drugs and alcohol, uncooperative, argumentative, insubordinate or disruptive behavior, carelessness and incompetence, among other illegal and unprofessional acts, shall be grounds for immediate dismissal of responsible personnel from the project site or the project.

2.4 Condition of Equipment. All equipment necessary for completion of the work contemplated under this Contract, and particularly any lifting equipment, hoists, chains, cranes, bucket loaders, backhoes, skid steers and trucks, shall be in first class operating condition and shall have been inspected and approved by the Engineer before that portion of the construction on which the equipment is to be used will be permitted to begin. Thereafter, the equipment shall be maintained in first class operating condition throughout its use under this Contract.

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

3.0 SPECIFICATIONS. The Standard Specifications of the City are incorporated by reference in City projects.

3.1 Special Specifications. Special Specifications where required shall be included in Construction Documents.

3.2 ODEQ Regulations. The current ODEQ regulations (252-656) are incorporated by reference herein. The specifications have precedence over the Plans. Contractor shall note too that water lines, if any, shall be located at least 10 feet horizontally from existing or proposed sewer line and 5 feet from any existing or proposed storm sewers, raw water lines, petroleum product lines, natural gas lines or other buried utilities. Water lines crossing sewer lines shall have a minimum vertical distance of 24 inches between the water line and the sewer line. Where it is impossible to obtain the proper separation the Contractor shall encase the sewer in concrete at least 10 feet on either side of the water line. Water lines crossing below sanitary sewer lines shall be installed in a 3/8" thick steel conduit at least 10 feet long centered at the crossing.

3.3 Environmental Protection Measures. Contractor shall comply with applicable stormwater pollution prevention regulations. Such work shall either be included as a separate pay item or included in other pay items for site clearing and restoration. In either instance, the work shall include labor, equipment, materials and tools necessary to establish and maintain stormwater

pollution control measures, prevent soil erosion during the entirety of the construction work, prevent spills of liquids or solids used during the construction work (such as gasoline, lubricants, paints, coatings, sealers, etc.) and promptly clean-up such spills, plan and place soil erosion prevention measures such as silt fences or straw bale dikes, and otherwise comply with the stormwater pollution prevention permits and rules.

4.0 CONFORMITY WITH CONTRACT DOCUMENTS. All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, indicated in the Construction Documents. Unless otherwise specified, in the event the materials or the finished product in which the materials are used is not within reasonably close conformity with the Contract Documents but reasonably acceptable work has been produced, the ENGINEER shall then determine if the work shall be accepted and remain in place.

5.0 COORDINATION OF PLANS, SPECIFICATIONS AND PROVISIONS. The General Conditions, Specifications, Construction Drawings, Standard Specifications of the City and Authority where cited or applicable, and all supplementary documents are essential parts of the Contract Documents, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy:

- Shown or computed dimensions will govern over scaled dimensions;
- Special Provisions will govern over Construction Drawings, General Provisions, and Standard Specifications;
- Standard Specifications and General Provisions shall govern over Construction Drawings.

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

7.0 CHANGES IN SCOPE OF WORK.

7.1 Alteration of Plans or Character of Work. The City shall have the right, subject to approval by the Commission, to increase or decrease the extent of the work or to change the location, gradient, or the dimensions of any part of the work, provided that the length of the improvement is not increased or decreased in excess of 15% of the Contract length, or that the quantities of work to be done or the materials to be furnished are not increased or decreased in money value in excess of 15% of the total Contract. Such changes shall not be considered as a waiver of any conditions of the Contract nor invalidate any of the provisions thereof. The Contractor shall perform the work as increased or decreased within the qualifying limits named and no allowance will be made for anticipated profits on increases or decreases so incurred.

7.2 Significant Changes in the Character of Work. The City reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the Surety, and the Contractor agrees to perform the

work as altered. If the alterations or changes in quantities significantly change the character of the work under the Contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be agreed upon prior to the performance of the work. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract.

7.3 Differing Site Conditions. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed. Upon written notification, the Engineer will investigate the conditions. If the Engineer determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment, excluding loss of anticipated profits, will be made and the Contract modified in writing accordingly.

8.0 CHANGE ORDERS AND FIELD CHANGES. The Contractor shall have a set of Plans and Specifications available at the Project site at all times.

8.1 Changes in the Character or Extent of the Work. The City reserves the right to make changes in the Contract Documents or the character of the Work as may be necessary to ensure completion of the Project in the most satisfactory manner. The City reserves the right to alter the quantities of Work to be performed or the time for the Project completion. No such alterations shall waive or invalidate any condition or provision of the Contract Documents. The Contract Documents may be changed only by an Amendment or Change Order as approved by the City or by Field Change as approved by the City Engineer. All changes shall be in writing and shall, except in case of emergency, be approved by the City Commission before the Work commences.

8.2 Management of Change Orders. Change Orders are changes to the Contract Documents when a Lump Sum price was provided with the Bidding Documents or when a Unit Price has not been established for a particular item or items of Work or when the quantity of items for which a unit price has been bid would result in an exceedance of the original contract bid price. A Change Order may authorize an addition, deletion, or revision in the Work, authorize an adjustment of the Contract Price or adjust the Contract time.

8.3 Change Orders and Field Changes. The cumulative amount of Change Orders shall not exceed the Contract cost limits set forth in the Oklahoma Competitive Bidding Act, 61 O.S. (1991) Section 121. Change Orders shall be binding when approved by the City. Where an actual emergency exists, wherein the delay caused by submitting the Amendment or Change Order to the City for approval would jeopardize the interest of the City or the public, the City Engineer may approve the Change Order in writing; however, Change Orders approved by the City Engineer under the circumstances outlined above shall be submitted to the City for consideration as soon as practicable. Field Changes are changes to the Contract Documents when Unit Prices were provided with the Bid and when the overall Contract amount is not changed. Field Changes shall be binding when approved by the City Engineer.

9.0 CONSTRUCTION TEAM COOPERATION.

9.1 Prosecution of the Work. The CONTRACTOR shall give the work the attention necessary to facilitate the progress thereof and shall cooperate fully with the ENGINEER, inspectors, and other Contractors. The Engineer shall closely monitor the progress of the work and be readily available to respond in a timely manner to requests for guidance, information, decisions and assistance.

9.2 Neither the CONTRACTOR nor the City shall take advantage of any apparent error or omission in the Contract Documents. The party discovering such error, omission, discrepancy or shortcoming shall notify the other party when the discovery is made. The ENGINEER will then make such corrections, adjustments, and interpretations as may be deemed necessary for fulfilling the intent of the Contract Documents and fairly facilitating the work.

10.0 COMPLIANCE WITH LAW. The Contractor shall at all times observe and comply with all applicable laws, ordinances, regulations, quarantines, orders, and decrees and shall protect and indemnify the City and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or his employees. He shall comply with applicable Federal, State, and local laws governing safety, health, and sanitation and shall provide safeguards, safety devices, and protective equipment and take any other action necessary to protect the life and health of employees on the project and the safety of the public and to protect property in connection with the performance of the work covered by the Contract. Nothing in the contract documents or these specifications shall be construed to waive any applicable Federal, State or Municipal law or regulation and where there is or may appear to be a conflict, the Contractor shall so advise the Engineer of the question or issue and he will clarify the instructions or obtain the necessary technical and legal guidance.

11.0 AUTHORITY OF THE ENGINEER. As the direct representative of the City, the Engineer has immediate charge of the overall project, the Engineering details of the project; the writing, explanation and clarification of the specifications and is responsible for the administration of the project; has the authority to reject unacceptable material or work; and is authorized to suspend any work that is being improperly performed.

11.1 Decisions. The ENGINEER will decide all questions that may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; the interpretation of the Contract documents; and all questions as to the acceptable fulfillment of the Contract by the CONTRACTOR.

11.2 Work Suspension. The ENGINEER shall have the authority to suspend the work wholly or in part due to the failure of the Contractor to correct conditions unsafe for the workers or the general public or for failure to carry out provisions of the Contract; for failure to carry out orders; for such periods as deemed necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the work; for any other condition or reason deemed to be in the public interest.

11.3 Unauthorized Work. The ENGINEER will have the authority to cause unauthorized work to be removed and unacceptable work to be corrected or removed and replaced and to deduct the costs from any moneys due or to become due the CONTRACTOR.

11.4 Duties of the Engineer's Personnel. Inspection personnel will be authorized to inspect all work performed and all materials furnished. Such inspection may extend to all or any part of the

work and to the preparation, fabrication, or manufacture of the materials to be used.

- The inspection personnel will not be authorized to alter or waive the provisions of the Contract and will not be authorized to issue instructions contrary to the Contract Documents, or to act as supervisor for the CONTRACTOR. The inspection personnel shall, however, have the authority to reject work or materials until any questions at issue can be referred to and decided by the ENGINEER.
- The Engineer and his designated project personnel shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the CONTRACTOR as is necessary to make a complete and detailed inspection. When requested by the ENGINEER at any time before acceptance of the work, the CONTRACTOR shall remove or uncover such portions of the finished work as may be directed. After examination, the CONTRACTOR shall restore said portions of the work to the standard required by the Contract Documents. Should the work thus exposed or examined prove acceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed will be paid for as extra work. Should the work so exposed or examined prove unacceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed will be at no cost to the City.
- Any work performed or materials used without inspection by the Engineer or his inspector or authorized representative may be ordered removed, replaced or reinstalled at no cost to the City.

12.0 PROGRESS REPORTS AND PHOTOGRAPHS. Contractor shall document the progress of the work throughout the actual work from demolition to final installation. Acceptable documentation shall include daily digital photographs and weekly written reports. Photographs taken daily in sufficient numbers to show the work in progress or the status of the work shall be submitted to the Engineer not less than weekly by email or text message. Weekly summary reports, prepared in writing or computer generated, shall be submitted to the Engineer in pdf format or by email.

13.0 SURVEYING, MEASUREMENTS AND STRUCTURE DIMENSIONS. The City will provide necessary datum or benchmarks where absolute elevations are required to begin construction. It shall be the responsibility of the Contractor to obtain, measure and verify all relative dimensions of the work to properly configure and adjust the structures, lines or facilities. Interpretations of the Specifications, Abbreviations and Definitions. In the event that the reader of these contract documents and specifications does not understand the meaning of the verbiage or the various terms used herein, he or she shall contact the City Engineer who will render a verbal or written explanation of the terms both in general and contextual usage. In cases of doubt the Contractor shall not proceed in ignorance.

14.0 PROTECTION OF UTILITIES. In general, the Contract MAY indicate various utility items, certain of which are to be relocated or adjusted by the utility operator or owner, and others that are to be relocated or adjusted by the CONTRACTOR. The Engineer will notify all known utility companies, all known pipe line owners, or other known parties affected, and endeavor to have all necessary adjustments of the public or private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction made as soon as practicable. Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction that are to be relocated or adjusted are to be moved by the owners.

14.1 In the event that utility services are interrupted as a result of breakage by the CONTRACTOR within the construction limits, the CONTRACTOR is to notify the appropriate utility authorities and cooperate with them until service has been restored. Work shall not commence around fire hydrants until provisions for continued service have been made and approved by the Ardmore Fire Department.

14.2 Before beginning work, the CONTRACTOR must be satisfied as to the correctness and meaning of all stakes, measurements, and marks. No claim will be entertained as a result of alleged inaccuracies unless the CONTRACTOR notifies the ENGINEER thereof in writing in time for the ENGINEER to verify or check such stakes or marks before the work is begun.

14.3 At points where the CONTRACTOR'S operations are adjacent to utility facilities, damage to which may result in loss or inconvenience, work shall not begin until all arrangements necessary for the protection thereof have been made. The Contractor shall call OKIE and cause the utilities in the area to be marked prior to excavation.



14.4 The CONTRACTOR shall cooperate with the owners of any utility facilities in their removal and rearrangement operations so that the work of this contract may progress in a reasonable manner.

14.5 In the event of interruption of utility services, as a result of accidental breakage, excavation, or being exposed or unsupported, the CONTRACTOR shall promptly notify the proper Authority and shall cooperate with them in the restoration of service. If utility service is interrupted, repair work shall be continuous until the service is restored.

15.0 RIGHT OF WAY. The City is responsible for the securing of all necessary rights of way in advance of construction within the limits indicated in the Contract Documents. Acquisition of right-of-way by the City does not include areas required by the Contractor for material sources (borrow, gravel, topsoil, sod, etc.), plant sites, equipment storage, stockpiles, disposal of waste or excess material, or any other areas required for the proper prosecution of the work.

16.0 MATERIALS. The CONTRACTOR shall assume full responsibility for ordering materials of the quality and quantity required and for the delivered costs of such materials. Materials needed in the work shall be furnished by the CONTRACTOR. All materials used in the work shall be new unless otherwise specified in the Contract.

16.1 Samples, Tests, and Cited Specifications. All materials will be inspected, tested, and accepted when before incorporation in the work. The Contractor shall furnish required samples without charge. A laboratory designated by the City shall perform all tests. When the Standard Specifications require testing of prefabricated products or any other materials, the City Engineer may waive requirements in lieu of a certification from the manufacturer that the material or product furnished conforms to the appropriate Specifications.

16.2 References. Whenever a reference is made in the Contract Documents to any specification or reference, it shall mean the revision in effect on the day the Notice to Bidders is dated. Whenever a reference is made in the Contract Documents to a Federal Specification, or to a specification or test designation of the American Association of State Highway and Transportation Officials, the American Society for Testing and Materials, or any other recognized national organization, it shall mean the year of adoption or latest revision of the specification or test designation in effect on the day the Notice to Bidders is dated. When a specific reference is made to a dated specification or test designation, the revision in effect on that date shall apply.

16.3 SUBMITTALS AND SHOP DRAWINGS. The Contractor shall not start delivery of any materials until the City Engineer has approved any required submittals and shop drawings. Only materials conforming to the requirements of the Contract Documents shall be used in the Work. Submittals and shop drawings that meet the requirements of the Contract Documents will be approved by the City Engineer. Submittals and shop drawings that do not meet the requirements of the Contract Documents will be returned to the Contractor for correction and re-submittal.

16.3.1 Acceptance. All materials used in the work shall conform to the specified requirements in the Contract Documents and Engineering Specifications. The CONTRACTOR is responsible for damage, contamination, segregation, and/or degradation caused by poor methods of stockpiling, manufacture, handling, placement, and/or by poor workmanship or negligence prior to completion and acceptance of the work. All CONTRACTOR Acceptance Tests must be signed by the certified technician performing the test and submitted to the ENGINEER by email in pdf file format on the next business day after the test is performed, with original hardcopy forwarded by mail. All test reports shall contain the following information, as a minimum:

- Job Number, Date and Time of Test
- Type of Material (i.e. Concrete, Aggregate, etc.)
- ASTM Test Method and Property being Tested (i.e. gradation, compressive strength, etc.)
- Sample Location
- Name, Signature, Title, and Certification number of Technician
- Name and address of testing laboratory (if applicable)
- Email address of the testing laboratory
- Pass or Fail indicator (in addition to actual numerical test results)

16.3.2 Plant Inspection. The Engineer may undertake the inspection of materials at the source. In the event plant inspection is undertaken, the Contractor will cooperate with the Engineer to facilitate his inspections.

16.3.3 Storage of Materials. Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected before their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. Approved portions of the right-of-way may be used for storage purposes and for the placing of the CONTRACTOR'S plant and equipment, but any additional space required therefor must be provided by the CONTRACTOR, and at no cost to the OWNER. Private property shall not be used for storage purposes without written permission of the owner or lessee, and if requested by the ENGINEER, copies of such written permission shall be furnished. Handling Materials. All materials shall be handled in such manner as to preserve their quality and fitness.

16.3.4 Unacceptable Materials. All materials not conforming to the requirements specified in the Contract Documents, at the time they are used shall be considered as unacceptable and all such materials will be rejected and shall be removed immediately from the site of the work unless otherwise instructed by the ENGINEER. No rejected material, the defects of which have been corrected, shall be used until approval has been given.

NOTE

The Engineer shall authorize and order field testing of soil compaction, materials tests (such as specified gradations), materials quality, concrete slump, compressive tests and air entrainment, meter and flow tests and other tests deemed necessary to ensure compliance with specifications. The City shall pay all such testing and the Contractor shall reimburse the City for the invoiced cost of such tests which are unsatisfactory or out of specified parameters.

17.0 MEASUREMENTS. Work acceptably completed under the Contract will be measured by the ENGINEER according to United States Standard measures. The unit of measure designated by the Contract, US Standard, will be the governing dimension for all inspection, testing, staking, and quantities on the project. Only actual quantities will be paid for unless otherwise specified. Unless otherwise specified, the following listed methods will be used:

17.1 Volumes of Excavation. For computing volumes of excavated materials, such as excavation, embankment, borrow, soil aggregate, etc., specified for measurement by the cubic yard (cubic meter), the quantity shall be determined by the neat line of excavation based on the length, depth and width of the trench, to the next higher whole cubic yard.

17.2 Structures. Structures will be measured to the neat lines as indicated in the Contract Documents or as finally constructed at the direction of the ENGINEER.

17.3 Pipe and Linear Items. Items that are measured by the linear foot, such as pipe, pipe culverts, fencing, etc., will be measured to the nearest whole foot.

17.4 Area. In determining the area for items bid on a square yard or acre basis, except as noted below, the longitudinal measurement will be made along the actual surface of the item and not horizontally, and transverse measurements shall conform to the dimensions shown in the Contract Documents or as directed by the ENGINEER. For items measured by the square yard, no deduction will be made for any fixture or opening having an area of 9 square feet or less.

17.5 Acreage. In determining the area for clearing and/or grubbing items bid on an acre basis, the longitudinal and transverse measurements will be made on a horizontal basis. The area will be computed to the nearest 0.01 acre.

17.6 Tonnage. Materials that are specified for measurement by the ton shall be hauled in approved vehicles bearing a plainly legible identification number and weighed on accurate, approved scales furnished by the CONTRACTOR. The tons will be computed to the nearest whole ton. (The approved scales shall be inspected by a registered scale mechanic at least once a year. Scales shall be located at the loading point or other approved location. The scales shall be an automatic weighing system, with digital or spring-less dials, and equipped with an automatic ticket printer. An automatic ticket printer is defined as a device connected to the weighing system in

such manner that it automatically detects the weight determined by the system. It shall store and recall the TARE weight when the operator enters the truck identification. It shall print the Gross, Tare, and Net weights, Identification of the truck, and date on each ticket.)

17.7 Lump Sum Quantity. The term "lump sum" when used as an item of payment will mean complete payment for the work described in the Contract. When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit is to include all necessary fittings, restraints, subassemblies, connectors, bolts, nuts, and accessories.

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

17.9 Scope of Payment. Payments to the CONTRACTOR will be made for the actual quantities of Contract items completed and accepted according to the Contract Documents, and if, upon completion of the construction, these actual quantities show either an increase or decrease from the quantities given in the Bid Proposal, the Contract unit prices prevail.

18.0 SEDIMENT AND EROSION CONTROL. The Contractor shall minimize the amount of land disturbed to minimize the loss of the sediment from the job site onto neighboring properties or into area waterways and streams. The most effective and direct means of controlling erosion during and after construction is to attain a good vegetative cover over all soil surfaces laid bare or disturbed. Permanent vegetative cover shall be established promptly after completion and acceptance of areas of work. Practices to minimize erosion and trap sediment carried by site runoff are to be utilized by the Contractor. All work shall comply with the Contractor's Erosion Control Plan. In the event of rainfall in excess of one-half inch, an inspection of all structures shall be made within 24 hours of the one-half inch rainfall event. When applicable, in order for the City of Ardmore to remain in compliance with the Environmental Protection Agency (EPA), Oklahoma Department of Environmental Quality (ODEQ) regulations, and maintain its own NPDES permit, the City must ensure all construction activities within its corporate boundaries are in compliance under the following regulations. Environmental Protection Agency Code of Federal Regulations (40 CFR, Part 122) Clean Water Act Oklahoma Department of Environmental Quality Oklahoma Pollutant Discharge Elimination System Act (OPDES) 27A O.S. 2-6-201 ODEQ General Permit OKR10 City of Ardmore Ardmore Municipal Code As a part of this project the Contractor will be required to submit a completed Notice of Intent (NOI), a Storm Water Pollution Prevention Plan (SWPPP) and an Erosion Control Site Plan for permitting purposes. The Contractor shall be required to follow the plans as submitted and approved at all times during construction of the project.

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

- Work completed without lines and grades;
- Work performed beyond the lines or not in conformity with the grades shown in the Contract Documents;
- Work performed without proper inspection; and,

- any extra or unauthorized Work done without written authority of the City Engineer.

20.0 STREETS, ALLEYS, OR RIGHTS-OF-WAY. Streets, lanes of streets, or alleys may be closed only upon the prior approval of the City Engineer. The City Engineer may approve all detour routes during construction. The Contractor shall provide and maintain all detour routes, signs and devices which shall conform to the requirements of the "Manual on Uniform Traffic Control Devices." During Work the Contractor will be allowed to occupy such portions of streets, alleys, rights-of-way or City Property as provided for in the ordinances of the City, the Contract Documents or as allowed by the City Engineer. The City Engineer may approve a reasonable amount of tools, materials and equipment for construction, which may be stored in such space but not more than is necessary to avoid delay in the construction. Streets, alleys, rights-of-way and/or City property shall be free and unobstructed at all times unless otherwise approved by the City Engineer, including, but not limited to, excavated and waste materials, stored materials, equipment, etc. Other Contractors of the City may, as required by their Contracts, enter the Project. The Contractor shall provide other City Contractors all reasonable access and assistance for the performance of the adjoining Work. Any additional Project area desired by the Contractor shall be acquired at the Contractor's expense. The Contractor while in control of the project site shall maintain the site to be clean of trash and weeds or grass to be cut or mowed, acceptable to the City Engineer, at a minimum of every two weeks. The Contractor must obtain the prior written approval of the City Engineer to utilize any City property, easement, or right-of-way outside of the project site for construction storage or staging operations during the performance of public construction projects. The Contractor must request such approval by written correspondence. The correspondence must include a description of the requested storage or staging activity and a brief description of the property with a location map (aerial/topographic/pictures/diagrams) of the specific area for which the request is being made. The City Engineer with the Director of Parks and Recreation, where applicable, is authorized to grant permission and to negotiate and establish the consideration received by the City. Construction storage includes storage of construction materials, excavation materials, equipment, and vehicles to the extent and upon the conditions set by the City Engineer; provided all materials, equipment and vehicles must be removed upon completion of the project and all reparations and restoration of the property must be completed within ten working days of the completion of the project. This policy does not authorize the use of City property, easement, or right-of-way for private projects.

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

- The Contractor shall provide a 24-hour phone number to the City Engineer and Inspector to be used for notification to promptly repair signs, barricades, other warning or control devices. Failure to comply with these requirements may result in the issuance of a Stop Work Order until the deficiencies are corrected.
- The City reserves the right to remedy any neglect on the part of the Contractor regarding the public convenience and safety, upon 24-hour written notice. In cases of emergency, the City shall have the right to remedy without notice at the Contractor's expense.

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

23.0 USE OF EXPLOSIVES. The use of explosives shall not routinely be approved. Should the Contractor elect to use explosives for any purpose in the prosecution of the Work, all affected or concerned City departments and all utility companies shall review the type of explosive to be used and proposed use. Prior to any blasting, the Contractor shall receive written permission of the City Manager, Fire Marshall and the City Engineer. Written permission shall not be issued until the Contractor obtains a release from all utility companies. Prior to any use of explosives, the Contractor shall notify the proper representative of all utility companies having service connections within the area. This notification shall include the date, time and location. The City Fire Marshall and the City Engineer may require detailed information on all progress toward the use of explosives and may require additional safety precautions. All precautions shall be taken by the Contractor as required by the City and the State relative to use of explosives. Necessary provisions shall be made for the protection of the Project. All use of explosives shall be conducted to protect persons or property. The Contractor shall keep only sufficient quantities of explosives necessary for the immediate day's Work on hand. Storage of explosive devices shall be done strictly in compliance with applicable laws, industry standards and/or as directed by the City Engineer.

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

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

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

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

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

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

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

30.0 TEMPORARY SUSPENSIONS. The City Engineer shall have the authority to suspend the Work wholly or in part for such period or periods as he may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the suitable prosecution of the Work. If it should become necessary to stop Work for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily nor become damaged in any way and he shall take every precaution to prevent damage or deterioration of the Work performed and shall provide suitable drainage about the Work and erect temporary structures where necessary. The Contractor shall not suspend Work without written authority from the City Engineer and shall proceed with the Work promptly when notified by the City Engineer to resume operations.

31.0 ACCEPTANCE.

31.1 Partial Acceptance. The ENGINEER may accept units or substantially completed portions of a project when it is in the best interest of the OWNER. Partial acceptance will generally be made on stage construction projects where the partial acceptance of a portion of the project will allow an early issuance of a work order on a Contract located within the limits of the first Contract. Such partial acceptance shall in no way void or alter any of the terms of the Contract. Any required performance tests and/or guarantees shall remain applicable.

31.2 Final Acceptance. As soon as practical after completion of the entire project, including receipt of all required documentation, the ENGINEER will make an inspection. If all construction provided for and contemplated by the Contract is found to have been satisfactorily completed, that inspection shall constitute the final inspection and the ENGINEER will make the final acceptance and notify the CONTRACTOR in writing of this acceptance as of the date of the final inspection. If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the ENGINEER will advise the CONTRACTOR of the work requiring correction. The CONTRACTOR shall immediately make the required corrections. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed. The City Engineer shall, after giving written notice to the Contractor, have the authority to cause defective Work to be remedied or removed and replaced or to cause unauthorized Work to be removed and to deduct the cost thereof from any compensation due or to become due the Contractor. If the City deems it inexpedient to correct defective or unauthorized Work, an equitable deduction from the Contract amount shall be made.

32.0 PUNCHLIST. The Contractor shall notify the City Engineer once all work has been completed in accordance with the Contract Documents. Upon completion, the Contractor must schedule a final walk-through of the project with the City Engineer. The Contractor is required to generate the punch list which contains all items of work identified during the final walk-through not in conformance with the Contract Documents. The punch list will identify the date of issue, the City's project number, the Contractor's name and will describe in detail, in numerical order, all

items of work that require correction, repair or replacement. A “corrected” column will be incorporated on the punch list for date and initial by the City Engineer to verify the correction. All items of work recorded on the punch list must be corrected, repaired or replaced prior to Final Acceptance of the project by the City.

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

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

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

36.0 FINAL ACCEPTANCE OF PRIVATE DEVELOPMENT PROJECTS. For final acceptance of private development projects, the Contractor in addition to successful completion of all work items, punch list items, final clean-up, and final inspection, must submit a completed copy of the test schedule with results of all tests and copies of all applicable test reports to the Field Services Division. Failure to perform the required tests in compliance with these Standard Specifications and the test schedule will result in a penalty equal to three times the cost of each uncompleted test. The penalty amount for each uncompleted test will be based on the price under the City’s annual testing contract.

37.0 PUBLIC CONVENIENCE AND SAFETY. The Contractor shall establish and implement safety measures, policies and standards conforming to those required or recommended by governmental authorities including, but not limited to, the requirements of the United States Occupational Safety and Health Act. The Contractor shall take such special precautions for the safety of the Work and the traveling public as may be necessary, including, but not limited to, sheeting, bracing and thoroughly supporting the sides of any excavation and supporting and protecting any adjacent structures. The Contractor shall not cause an obstruction to the traveling public. The Contractor shall, at the Contractor’s own expense, make provisions for the diversion of traffic and the traveling public. The City reserves the right to remedy, at the Contractor’s expense, any neglect on the part of the Contractor regarding the public convenience and safety upon 24 hours written notice regarding failure to respond. In cases of emergency, the City shall have the right to remedy without notice, at the Contractor’s expense.