

**ARDMORE DOWNTOWN EXECUTIVE AIRPORT  
TREE REMOVAL  
BID NO. 21-1000**

**CONSTRUCTION DOCUMENTS  
Including  
Bid Documents, Contract Documents,  
Drawings and Specifications**

Prepared and Issued by:



**City of Ardmore, Oklahoma  
23 South Washington Avenue  
Ardmore, Oklahoma 73401**

October 5, 2021

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## NOTICE TO BIDDERS

Notice is hereby given that the City of Ardmore, Oklahoma, will receive and open sealed bids for

**TREE REMOVAL  
ARDMORE DOWNTOWN EXECUTIVE AIRPORT  
BID NO. 21-1000**

a project consisting of the removal of trees, shrubs, and undergrowth, together with all necessary appurtenant works.

Sealed bids for the project, which will be received in the offices of the Purchasing Department, City of Ardmore, 23 South Washington, Ardmore, Oklahoma 73402, are due no later than

**3:00 PM on Tuesday, November 2, 2021**

Sealed bids can also be mailed to the Office of the Purchasing Coordinator at Post Office Box 249, Ardmore, Oklahoma 73402, as long as they are received by the date and time referenced above. Bids shall be opened at the above stated address and time for receipt of bids or as soon thereafter as practicable and publicly read aloud and tabulated.

Bids shall be made in accordance with the Instructions to Bidders contained in the Contract Documents. Contract Documents may be examined at the following places:

- City of Ardmore – Purchasing Department, 23 S. Washington, Ardmore, OK 73401, (580) 221-2506

Copies of Contract Documents, digital [Adobe pdf] format may be obtained from the City of Ardmore – Purchasing Department upon email request to [kmcelroy@ardmorecity.org](mailto:kmcelroy@ardmorecity.org) or [sshaw@ardmorecity.org](mailto:sshaw@ardmorecity.org).

All bids timely received shall be considered by the City prior to a Contract being awarded. Bids received more than ninety-six (96) hours, excluding Saturdays, Sundays, and Holidays, before the time set for opening of bids, as well as bids received after the time set for opening of bids, will not be considered and will be returned unopened. The Bidder shall honor the quoted prices for a period of 60 days from the time the bids are opened.

Bid security in the form of a cashier's check, a certified check, or a Surety Bond in the amount of five percent (5%) of the Base Bid shall accompany the sealed Bid of each Bidder. Bid security will be returned to the unsuccessful Bidders.

The City reserves the right to reject any or all bids and reserves the right to waive immaterial defects and irregularities or award the bid by item/schedule or all/none as it deems to be in the best interest of the City.

The Bidder shall only use the City's Bid Proposal and affidavits or photocopies thereof. All forms must be signed and all affidavits sworn to and notarized. All bids shall be typewritten or in ink. Bidder shall file the bid in a sealed envelope. Each envelope shall bear a legible notation thereon that it is a bid upon the project proposed and the name of the Bidder.

The Successful Bidder shall deliver the executed Contract and Bonds together with the certificates of insurance, all as required in the Contract Documents, to the City no later than fifteen (15) calendar days following the City's notification of its intent to award the Contract, unless that time is extended by the City.

The City may issue addenda as may be necessary in the best interest of the public and the City. Addenda may amend the date and/or time for receipt of bids or any specification, item, document or requirement in the Contract Documents upon notice to all prospective Bidders who have purchased Contract Documents for this project. The Contract will be awarded to the lowest and best Bidder.

A mandatory pre-bid conference will be held at **11:00 AM, Tuesday, October 26, 2021**, at the Ardmore Downtown Executive Airport, 1315 S. Lake Murray Drive, Ardmore, Oklahoma, 73401.

Kristi McElroy  
Purchasing Coordinator

Published in *The Ardmoreite*:

Sunday, October 10, 2021 and Sunday, October 17, 2021

## **INSTRUCTIONS FOR BIDDERS**

### **Preface**

Bids will be received by the City of Ardmore (hereinafter called the "City"), in the Purchasing Department, 23 South Washington, Ardmore, OK 73401 until 3:00 P.M., C.S.T., on Tuesday, November 2, 2021, and then at said office publicly opened and read aloud.

### **Obtaining Contract Documents**

The Contract Documents may be examined at the following locations:

City of Ardmore- Purchasing Department, 23 S. Washington, Ardmore, OK 73401.

Copies of the Contract Documents may be obtained upon request to the City of Ardmore Purchasing Department. Copies of Contract Documents, digital [Adobe pdf] format may be obtained from the City of Ardmore – Purchasing Department upon email request to [kmcelroy@ardmorecity.org](mailto:kmcelroy@ardmorecity.org), or [sshaw@ardmorecity.org](mailto:sshaw@ardmorecity.org).

### **Project Analysis and Bid Preparation**

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

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

A mandatory pre-bid meeting will be held at **11:00 AM, Tuesday, October 26, 2021**, at the Ardmore Downtown Executive Airport, 1315 S. Lake Murray Drive, Ardmore, Oklahoma, 73401.

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

In the event that alternate bids are solicited, they will be listed in numerical order with the highest priority being number one, second priority being number two, etc. If and when alternates are used, the low bidders will be selected by the lowest and best bid, considering all bids, which include the selected alternate bids. The alternates will be listed in consecutive priority order to remain within the funds available for the project.

## **Bid Submittal**

All bids must be made on the required bid proposal form. All blank spaces for bid prices must be filled-in, in ink or typewriter, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required. A conditional or qualified bid will not be accepted.

Each bid must be submitted in a sealed envelope addressed to the:

City of Ardmore  
23 South Washington  
Ardmore, OK 73401

Each sealed envelope containing a bid must be plainly marked on the outside as a

**“BID FOR ARDMORE DOWNTOWN EXECUTIVE AIRPORT TREE REMOVAL PROJECT  
BID NO. 21-1000”**

along with the bidder's name, address, phone number.

(If the bid is forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the:

City of Ardmore  
ATTN: Purchasing Department  
23 South Washington  
Ardmore, OK 73401).

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

Each bid must be accompanied by a bid bond payable to the City for five percent (5%) of the total amount of the bid. As soon as the bid prices have been compared, the Owner will return the bonds of all except the three lowest responsible bidders. When the agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond, performance bond and statutory bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of the bid bond.

## **Bid Opening**

Sealed bids will be opened shortly after 3:00 P.M., C.S.T. on November 2, 2021 in random order and read aloud. Bids will be opened in Ardmore City Hall, 23 South Washington, Ardmore, OK

73401. Upon opening, the City Clerk or Director of Purchasing shall verify that the bid is presented on the designated Bid Proposal and that the bid is accompanied by the required Bid Bond or suitable substitute and required affidavits. Bids without bid surety or required affidavits will not be read nor tabulated.

### **Submittal of Bonds and Execution of Contract**

The City will cause the bids to be tabulated and thereafter contact the apparent low and qualified bidder. The City may choose then to make such investigations as deemed necessary to determine the ability of the bidder to perform the work; and the bidder shall furnish to the City 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 investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and specifications and to satisfactorily complete the work contemplated therein. The low bidder shall supply the names and addresses of previous clients, major material suppliers, and subcontractors when required to do so by the City.

Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the City and the bidder.

A performance bond and statutory/payment bond each in the amount of 100 percent of the contract price and each with a corporate surety approved by the City, shall be required for the faithful performance of the contract. The party to whom the contract is to be awarded will be required to execute the contract and obtain the performance bond and, statutory bond within fifteen (15) calendar days from the date when Notice of Award is delivered to the bidder.

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

In case of failure of the bidder to execute the agreement, the City may consider the bidder in default, in which case the bid bond accompanying the proposal shall become the property of the Owner.

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

Upon or within ten (10) days following execution of the construction contract, the City and selected contractor shall conduct a Pre-Work Conference, following which conference, the Notice to Proceed shall be issued. Should there arise reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the City and contractor. If the Notice to Proceed has not been issued within the ten-day period or within the period mutually agreed upon, the contractor may terminate the contract without further liability on the part of either party.

Prospective Bidders are further advised that, if awarded the Contract, the bidder shall be required to complete the work within thirty (30) calendar days following issuance of the Notice to Proceed. Furthermore, the contract includes a provision for liquidated damages in the amount of \$250.00 per day if all work is not completed in thirty (30) calendar days.

SPECIAL NOTE TO BIDDERS:

As a part of the bid on this project, the successful bidder will be required to meet all requirements of the Underground Facilities Damage Prevention Act when engaged in work within the public right-of-way in the same manner as in private right-of way. Successful Bidder shall assist the Owner by verifying the location/size/type of their existing facilities within the project limits.



**BID PROPOSAL  
FOR  
ARDMORE DOWNTOWN EXECUTIVE AIRPORT TREE REMOVAL PROJECT  
BID NO. 21-1000**

**Mayor and City Commissioners:**

\_\_\_\_\_  
(Name of Bidder)

hereinafter called the "Bidder", organized and existing under the laws of the State of Oklahoma hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the construction of:

**ARDMORE DOWNTOWN EXECUTIVE AIRPORT TREE REMOVAL PROJECT**

**BID NO. 21-1000**

In compliance with the pertinent advertisement for bids, in strict accordance with the contract documents within the time set forth therein and at the prices stated below.


Bidder understands and certifies that

- The unit prices or lump sums shall be full compensation for furnishing all materials, equipment, labor, tools, power and transportation necessary to complete the construction of the various items of the project;
- The quantities shown in this Bid Proposal are approximate and are used as a basis for estimating probable cost of the work to be accomplished;
- The materials furnished may differ somewhat from these estimates;
- In addition, the City reserves the right to increase, reduce, or delete any item(s) in the bid proposal as deemed to be in the best interest of the City;
- Payment shall be based on the unit price for the actual amount of such work completed and/or the material furnished;
- The undersigned has examined the location of the proposed work and the Contract Documents and is familiar with the local conditions at the place where the work is to be performed;
- The Proposal Guaranty attached, without endorsement, in the sum of not less than five percent (5%) of the amount of the Bid, is furnished to the City as a guarantee that the Contract will be executed and a Performance Bond and Statutory Payment Bond, will be

furnished within fifteen (15) days after award of the Contract to the undersigned, or that the undersigned will pay to the City the difference between the total amount of this Proposal and such larger amount for which the City may in good faith contract with another party to perform the work covered by this Proposal, provided that such payment shall be limited to the amount of the Proposal Guaranty;

- Within fifteen (15) days after being awarded the Contract, the undersigned agrees to execute the form of Contract included as one of the Contract Documents, and to furnish a Performance Bond in an amount equal to 100% of the Contract Amount and a Statutory Payment Bond in an amount equal to 100% of the Contract Amount.
- If awarded the Contract, the Undersigned agrees to complete the work within thirty (30) calendar days following the date of the Notice to Proceed;
- The Undersigned agrees that in lieu of actual damages, liquidated damages in the amount of \$250.00 per day will be assessed if all work is not completed in thirty (30) calendar days;
- The undersigned understands that the City reserves the right to reject any or all Proposals or to waive any formality or technicality in any Proposal in the interest of the City; and that;
- Bidder agrees to perform all work described in the Contract Documents for the following unit prices:

**BID PROPOSAL**

ITEM	DESCRIPTION	QUANT	UNITS	AMOUNT
A	B	C	D	E
<b>MOBILIZATION AND CLEARING</b>				
1	<b>Mobilization</b>	1	1	
2	<b>Tree Removal and Clearing</b>	1	Area	
3	<b>Site Restoration</b>	1	Area	
	<b>TOTAL BASE BID</b>			

Bid Proposal Continued on next page

SUBMITTED BY:

\_\_\_\_\_  
PRINTED NAME OF CONTRACTOR ("BIDDER")

\_\_\_\_\_  
SIGNATURE OF CONTRACTING OFFICER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME AND TITLE OF SIGNATOR

ATTEST:

\_\_\_\_\_  
SECRETARY OF CORPORATION OR WITNESS

..... SEAL.....  
[ If bid is by corporation ]

\_\_\_\_\_  
CONTRACTOR BUSINESS ADDRESS

\_\_\_\_\_  
CITY

STATE

ZIP CODE

\_\_\_\_\_  
BUSINESS TELEPHONE NUMBER

\_\_\_\_\_  
EMAIL ADDRESS OF CONTRACTOR

ADDENDA: The Bidder hereby acknowledges receipt of the following Addenda:

Addendum No.

Dated

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BID BOND**

**KNOWN ALL MEN BY THESE PRESENT:**

That we, the undersigned, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are hereby held and firmly bound unto the City of Ardmore, Oklahoma as OWNER in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to the City Clerk, City of Ardmore, Oklahoma a certain bid, attached hereto and hereby made a part hereof to enter into a Contract in writing, for the

**ARDMORE DOWNTOWN EXECUTIVE AIRPORT TREE REMOVAL PROJECT  
BID NO. 21-1000**

**NOW, THEREFORE,**

- (a) If said bid shall be rejected, or in the alternate,
- (b) If said bid shall be accepted and the principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said bid) and shall furnish a Bond for his faithful performance of said Contract, and the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Contract created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect; It being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such bid; and Surety does hereby waive notice of any.

**IN WITNESS WHEREOF,** the Principal and the Surety have hereto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_(Seal)  
Principal

\_\_\_\_\_  
Witness Signature and Title

\_\_\_\_\_(Seal)  
Surety

\_\_\_\_\_  
Witness Signature and Title



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If awarded a contract, the bidder affirms that the work will be carried out in conformance with the contract requirements and that all invoices submitted for payment will reflect a true and accurate accounting of the work completed.

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature of Bidder

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

By \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

***Note: This Affidavit shall be executed and submitted with bid.***

**AFFIDAVIT OF WORK STATUS ELIGIBILITY**

The following affidavit is submitted by bidder as a part of this bid and proposal:

STATE OF \_\_\_\_\_ )  
 ) §  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, (print name) as the agent of \_\_\_\_\_ (print company or business name) located at \_\_\_\_\_ (address) do hereby swear and affirm that I have verified the legal work status of all the employees who will work on this contract, with the City of Ardmore, through the federal E-Verify program. I also affirm that all the current and future employees who work under this contract for the City are legally eligible to work in the United States (as defined by the United States Department of Homeland Security).

\_\_\_\_\_ (print deponent's full name), being first duly sworn on oath according to law, deposes and says that he/she has read the foregoing AFFIDAVIT OF WORK STATUS ELIGIBILITY by his/her subscribed signature and that the matters stated herein are true to the best of his/her information, knowledge and belief.

\_\_\_\_\_  
Deponent's Signature

\_\_\_\_\_  
Deponent's Printed Name

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_.

**Note: This affidavit shall be executed and submitted with bid.**

## CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this Contract, the CONTRACTOR agrees as follows:

1. 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 insure that employees are treated without regard to their race, creed, color, sex, national origin, or ancestry. Such action shall include, but not be limited to, recruiting or recruitment, advertising, lay-off, or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. The CONTRACTOR and sub-contractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the Purchasing Department of the City of Ardmore, setting forth provisions of this section.
2. In the event of the CONTRACTOR'S non-compliance with this non-discrimination clause, the Contract may be canceled or terminated by the City of Ardmore. The CONTRACTOR may be declared by the City of Ardmore ineligible for further Contracts with the City until satisfactory proof of intent to comply shall be made by the CONTRACTOR.
3. The CONTRACTOR agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

I have read the above stated clause and agree to abide by its requirements.

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SIGNATURE OF CONTRACTOR

ATTEST:

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SECRETARY/WITNESS





## NOTICE OF AWARD

Date of Notice

Name of Contractor  
Address of Contractor  
City, State and ZIP Code

PROJECT DESCRIPTION:

**ARDMORE DOWNTOWN EXECUTIVE AIRPORT TREE REMOVAL PROJECT  
BID NO. 21-1000**

The City of Ardmore has considered the BID submitted by you for the above described work in response to its Notice to Bidders dated, October 10, 2021 and the Instructions to Bidders.

You are hereby notified that your bid has been accepted for items in the amount of:

\_\_\_\_\_  
(Base Bid and Stipulated Contract Amount)

You are required to execute the Contract and furnish the required Performance Bond, Statutory Payment Bond, and Certificate of Insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Contract and to furnish said Bonds within fifteen (15) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Ardmore Purchasing Department.

City of Ardmore

\_\_\_\_\_  
Signature of City Chairman or Designee

### ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Signature and Title of Contractor Officer, Manager or Director

**CONSTRUCTION CONTRACT**

**THIS CONTRACT AND AGREEMENT**, made and entered into this 15th day of November, 2021, by and between the City of Ardmore, Ardmore, Oklahoma, a municipal corporation, party of the first part, hereinafter termed "City", and \_\_\_\_\_, party of the second part, hereinafter termed "Contractor".

**WITNESSETH**

**THAT, WHEREAS**, the City has caused to be prepared in accordance with the law, Contract Documents for the work hereinafter described, and has approved and adopted all of said Contract Documents, and has caused solicitation for Bids to be given and advertised as required by law, and has received sealed Proposals for the furnishing of all labor and materials for:

**ARDMORE DOWNTOWN EXECUTIVE AIRPORT TREE REMOVAL PROJECT  
BID NO. 21-1000**

As outlined and set out in the Bid Proposal and in accordance with the terms and provisions of said Contract Documents; and,

**WHEREAS**, the CONTRACTOR, in response to said solicitation for Bids, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of this Contract; and,

**WHEREAS**, the OWNER, in the manner provided by law, has publicly opened, examined, and canvassed the Proposals submitted, and has determined and declared the above-named CONTRACTOR to be the lowest and best responsible Bidder on the above-described project, and has duly awarded this Contract to said CONTRACTOR, for the unit price-based sum named in the Proposal, to-wit:

\_\_\_\_\_  
(Initial Unit Price Contract Amount)

**NOW, THEREFORE**, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed, and hereby agree, as follows:

1. The CONTRACTOR shall, in a good and first class, workmanlike manner, at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this Contract and Contract Documents, all of which documents are on file in the office of the City Clerk, Ardmore, Oklahoma, and are made a part of this Contract as fully as if the same were herein set out at length
2. The CONTRACTOR agrees to hold the City harmless on any liability that may arise and shall provide a certificate of insurance certifying the same.

3. The City requires the CONTRACTOR to carry insurance against damage during the process of construction until accepted by the City. A complete list of all required insurance is included in the General Provisions.
4. The CONTRACTOR will commence the work required by the Contract Documents within fifteen (15) days after the date of the Notice To Proceed and will complete same within thirty (30) calendar days unless the period of completion is extended otherwise by the Contract Documents.
5. In lieu of actual damages, the CONTRACTOR agrees to pay liquidated damages in the amount of \$250.00 per day if all work is not completed in thirty (30) calendar days. Extensions of time may be granted if weather conditions prohibit proper execution of the work as prescribed in the Contract Documents.
6. On completion of the work, but prior to the acceptance thereof by the City, it shall be the duty of the ENGINEER, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said Contract Documents; and upon making such determination, said official shall make his final certificate to the OWNER. The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the Surety on the Contract Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainages) will be approved and paid.
7. The term "Contract Documents" means and includes the following:
  - A. Notice to Bidders
  - B. Instruction to Bidders
  - C. Bid Proposal
  - E. Bid Bond
  - F. Affidavits
  - G. Notice of Award
  - H. Construction Contract
  - I. General Conditions of the Contract
  - J. Performance Bond
  - K. Statutory Payment Bond
  - L. Maintenance Bond (Not required for this project)
  - M. Notice to Proceed
  - N. General Provisions
  - O. Special Provisions
  - P. Specifications
  - Q. Construction Drawings as Approved
8. This Contract shall be binding upon all parties hereto and their representative heirs, executors, administrators, successors, and assigns.

(continued on next page)

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed, in three duplicate originals, the day and year first above written.

-----**CONTRACTOR**-----

\_\_\_\_\_  
Print Name and Title of Contractor

\_\_\_\_\_  
Signature of Contractor's Officer

ATTEST: (S E A L)

\_\_\_\_\_  
Secretary of Corporation or Witness

\_\_\_\_\_  
Street Address City/State/Zip Code

\_\_\_\_\_  
Business Phone Number of Contractor Office

-----**CITY OF ARDMORE, OKLAHOMA**-----

The City of Ardmore, State of Oklahoma, acting by and through the Board of Commissioners for said City, a municipal corporation:

\_\_\_\_\_  
Sheryl Ellis, Mayor  
City of Ardmore  
Ardmore, Oklahoma

ATTEST: (S E A L)

\_\_\_\_\_  
Lori Linney, City Clerk

# GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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Engineer's Note: An agreement, general conditions, drawings, specifications and other documents comprise a typical construction contract. General conditions define each contracting party's duties and privileges, and the rules by which they are to meet obligations and perform the work they agreed upon. General conditions detail the rights, responsibilities and relationships of the City, contractor and engineer.

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

**Addenda:** Written or graphic instruments issued prior to the execution of the agreement which modify or interpret the contract documents, drawings and specifications by additions, deletions, clarifications or corrections.

**Bid:** The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.

**Bidder:** Any person, firm or corporation submitting a bid for the work.

**Bonds:** Bid, performance, payment (statutory) and other instruments of security furnished by the Contractor and the Contractor's surety in accordance with the contract documents.

**Change Order:** A written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the contract documents or authorizing an adjustment in the contract price or contract time.

**Contract Documents:** The contract, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment (Statutory) Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications and Addenda.

**Contract Price:** The total monies payable to the Contractor under the terms and conditions of the contract documents.

**Contract Time:** The number of calendar days stated in the contract documents for the completion of the work.

**Contractor:** The person, firm or corporation with whom the City has executed the agreement.

**Drawings:** The parts of the contract documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the engineer.

**Engineer:** The person, firm or corporation named as such in the contract documents.

**Field Order:** A written order effecting a change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the Engineer to the Contractor during construction.

**Notice to Proceed:** Written communication issued by the City to the Contractor authorizing him/her to proceed with the work and establishing the date for commencement of the work.

**Notice of Award:** The written notice by City to the apparent successful bidder stating that, upon compliance by the apparent successful bidder with the conditions enumerated therein within the time specified, City will sign and deliver the agreement.

**Owner:** A public or quasi-public body or City, corporation, association, partnership or individual for whom the work is to be performed. In these documents, the terms "Owner", "City", or "City" may be used interchangeably to mean the Contracting Entity for which the work is performed and with which the Contractor has been engaged.

**Project:** The undertaking to be performed as provided in the contract documents.

**Resident Project Representative:** The authorized representative of the Engineer who is assigned to the project site or any part thereof.

**Shop Drawings:** All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor which illustrate how specific portions of the work shall be fabricated or installed.

**Specifications:** A part of the contract documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

**Subcontractor:** An individual, firm or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the work at the site.

**Substantial Completion:** That date certified by the Engineer when the construction of the project or a specified part thereof is sufficiently completed, in accordance with the contract documents, to allow the project or specified part to be utilized for the purposes for which it is intended.

**Supplemental General Conditions:** Modifications to General Conditions, usually required by a Federal agency for participation in the project and approved by the agency in writing prior to being included in the contract documents or such requirements that may be imposed by applicable State laws.

**Supplier:** Any person or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.

**Work:** All labor necessary to produce the construction required by the contract documents and all materials and equipment incorporated or to be incorporated in the project.

**Written Notice:** Any notice in writing to any party to the agreement regarding any part of this agreement. Said written notice shall be considered delivered and the service thereof completed when posted by certified or registered mail to said party at their last given address or delivered in person to said party or

their authorized representative at the project site.

## 2.0 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:

2.1 The Contractor may be furnished additional instructions and detail drawings by the Engineer as necessary to carry out the work required by the contract documents.

2.2 The additional drawings and instructions, when provided or transmitted to the Contractor in writing, will become a part of the contract documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

## 3.0 SCHEDULES, REPORTS AND RECORDS:

3.1 The Contractor shall submit to the City such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data, where applicable, as are required by the contract documents for the work to be performed.

3.2 Prior to the first partial payment estimate, the Contractor shall submit construction progress schedules showing the order in which the Contractor proposes to carry on the work, including dates at which the various parts of the work will be started, estimated date of completion of each part and, as applicable:

(1) The dates at which special detail drawings will be required; and

(2) Respective dates for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

(3) The Contractor shall also submit a schedule of payments the Contractor anticipates will be earned during the course of the work.

## 4.0 DRAWINGS AND SPECIFICATIONS:

4.1 The drawings and specifications are tools to be used by the Contractor to enable the Contractor to furnish all labor, materials, tools, equipment and transportation necessary for the proper performance of the work in accordance with the contract documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the City.

4.2 In case of conflict between the drawings and the specifications, the specifications shall govern. Figure dimensions and drawings shall govern over scale dimensions and detail drawings shall govern over general drawings.

4.3 Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported, in writing, to the Engineer, who shall promptly correct or clarify such inconsistencies or ambiguities in writing. Work done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

## 5.0 SHOP DRAWINGS:

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

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

## 6.0 MATERIALS, SERVICES AND FACILITIES:

6.1 It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the work within the specified time.

6.2 Materials and equipment shall be so stored as to preserve their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located to facilitate prompt inspection.

6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.

6.5 Materials, supplies or equipment to be incorporated into the work shall be purchased by the Contractor or the subcontractor free and clear of chattel mortgages, conditional sales contracts or other agreements by which an interest is retained by the seller.

## 7.0 INSPECTION AND TESTING:

7.1 All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards as required and defined in the contract documents.

7.2 The City shall request, coordinate, provide, and pay for all inspection and testing services not required by the contract documents. The Contractor shall assist the City and Engineer from time-to-time with the obtaining of samples.

7.3 The Contractor shall provide, at the Contractor's expense, the testing and inspection services required by the contract documents.

7.4 If the contract documents, laws, ordinance, rules, regulations or orders of any public City having jurisdiction require any specific work to be inspected, tested or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.

7.5 Inspections, tests or approvals by the Engineer or others shall not relieve the Contractor from the obligation to perform the work in accordance with the requirements of the contract documents.

7.6 The Engineer and the Engineer's representatives shall at all times have access to the work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and for any inspection or testing thereof.

7.7 If any work is covered contrary to the written instructions of the Engineer, it must, if requested by the Engineer, be uncovered for the Engineer's observation and the covering replaced at the Contractor's expense.

7.8 If the Engineer considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing, as the engineer may require, that portion of the work in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such work is defective, the Contractor will bear all expenses of such



uncovering, exposing, observing, inspecting and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposing, observing, inspecting, testing and reconstruction and an appropriate change order or written authorization shall be issued.

8. SUBSTITUTIONS: Whenever a material, article or piece of equipment is identified on the drawings or specifications by referenced to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article or piece of equipment of equal substance and function for those referred to in the contract documents by reference to brand name or catalog number and if, in the opinion of the Engineer, such material, article or piece of equipment is of equal substances and function to that specified or is compatible with existing City equipment and manufacturers, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the contract price and the contract documents shall be appropriately modified by change order or written instruction of the Engineer. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.

9. PATENTS. The Contractor shall pay all applicable royalties and license fees and shall defend all suits or claims for infringement of any patent rights and save the City harmless from loss on account thereof, except that the City shall be responsible for any such loss when a particular process, design or product of a particular manufacturer or manufacturers is specified; however, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless the Contractor promptly gives such information to the engineer.

10. SURVEYS, PERMITS, REGULATIONS:

10.1 The City shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the work, together with a suitable number of benchmarks adjacent to the work as shown in the contract documents. From the information provided by the City, unless otherwise specified in the contract documents, the Contractor shall develop and make all detail surveys needed for construction, such as temporary control points, slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.

10.2 The Contractor shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, shall be liable for the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the performance of the work shall be secured and paid for by the Contractor unless otherwise stated in the Supplemental General Conditions. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance therewith, the Contractor shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11.0 PROTECTION OF WORK, PROPERTY AND PERSONS:

11.1 The Contractor will be responsible for initiating, maintaining and supervising all safety procedures, rules, precautions and programs in connection with the work. The Contractor will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby and for the protection of all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11.2 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public

body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. The Contractor will notify City of adjacent utilities when performance of the work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except damage or loss attributable to the fault of the contract documents or to the acts or omissions of the City or the Engineer or anyone employed by either them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

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

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

13.0 CHANGES IN THE WORK:

13.1 The City may, at any time, as the need arises, order changes within the scope of the work without invalidating the agreement. If such changes increase or decrease the amount due under the contract documents or in the time required for performance of the work, an equitable adjustment shall be negotiated and authorized by change order.

13.2 The Engineer may also, at any time, by issuing a Field Order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Engineer unless the Contractor believes that such Field Order entitles the Contractor to a change in contract price or time, or both, in which event, the Contractor shall give the Engineer written notice thereof within seven (7) days after the receipt of the ordered change. Thereafter, the Contractor shall document the basis for the change in contract price or time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed change order or written instructions from the City, City or Engineer.

14.0 CHANGES IN CONTRACT PRICE: The total contract price may not be increased except by change order; individual quantities may be increased or decreased, and the cost of the work thereby increased or decreased by field order providing the total contract price is not exceeded. The value of any work covered by a field order, change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in the order of precedence listed below:

14.1 Unit prices previously approved;

14.2 An agreed lump sum.

15.0 TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

15.1 The date of beginning and the time for completion of the work are essential conditions of the contract documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.

15.2 The Contractor will proceed with the work at such rate of progress as to ensure full completion within the contract time. It is expressly understood and agreed by and between the Contractor and the City that the contract

time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

15.3 If the Contractor shall fail to complete the work within the contract time or extension of time granted by the City, then the Contractor will pay to the City the amount for liquidated damages as specified in the bid for each calendar day the Contractor shall be in default after the time stipulated in the contract documents.

15.4 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following and the Contractor has promptly given written notice of such delay to the City or Engineer:

(1) Any preference, priority or allocation order duly issued by the City;

(2) Unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the City, acts of another contractor in the performance of a contract with the City, fires, flood, epidemics, quarantine, restrictions, strikes, freight embargoes and abnormal and unforeseeable weather; and

(3) Any delays of subcontractors occasioned by any of the causes specified in paragraphs 15.4(1) and 15.4(2) of this article.

#### 16.0 CORRECTION WORK:

16.1 The Contractor shall promptly remove from the premises all work rejected by the Engineer for failure to comply with the contract documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents without expense to the City and shall bear the expense of making good all work of other contractors destroyed or damages by such removal or replacement.

16.2 All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the City may remove such work and store the materials at the expense of the Contractor.

#### 17.0 SUBSURFACE CONDITIONS:

17.1 The Contractor shall promptly, before such conditions are disturbed except in the event of an emergency, notify the Engineer by written notice of:

(1) Subsurface or latent physical conditions at the site differing materially from those indicated in the contract documents; or

(2) Unknown physical conditions at the site of an unusual nature which differ materially from those ordinarily encountered and generally recognized as inherent in the work the character provided for in the contract documents.

17.2 The City or Engineer shall promptly investigate the conditions and, if it is found that such conditions do so materially differ and cause an increase or decrease, an adjustment shall be made and the contract documents shall be modified by a change order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless the required written notice has been given and provided that the City may, if the City determines the facts so justify, consider and adjust any claims asserted before the date of final payment.

#### 18.0 SUSPENSION OF WORK, TERMINATION AND DELAY:

18.1 The City may suspend the work or any portion thereof for a period of not more than ninety (90) days or until such further time as agreed upon by the Contractor in a written notice to the Contractor and the Engineer fixing the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, for any costs and/or

delays incurred which are directly attributable to any suspension.

18.2 If any of the following conditions occur:

- (1) The Contractor is adjudged bankrupt or insolvent or makes a general assignment for the benefit of its creditors;
- (2) A trustee or receiver is appointed for the Contractor or for any of its property;
- (3) Contractor files a petition to take advantage of any debtor's act or to reorganize under bankruptcy of applicable laws;
- (4) The Contractor repeatedly fails to supply sufficiently skilled workmen or suitable materials or equipment;
- (5) The Contractor repeatedly fails to make prompt payments to subcontractors or for labor, materials or equipment;
- (6) The Contractor disregards laws, ordinance, rules, regulations or orders of any public body having jurisdiction over the work;
- (7) The Contractor disregards the City Engineer or otherwise violates any provision of the contract documents;

then the City may, without prejudice to any other right or remedy and after giving the Contractor and its surety a minimum of ten (10) days from delivery of a written notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and finish the work by whatever method the City may deem expedient. The Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the City. Such costs incurred by the City will be determined by the Engineer and incorporated in a change order.

18.3 Where the Contractor's services have been so terminated by the City, said termination shall not affect any right of the City against the Contractor then existing or which may thereafter occur. Any retention or payment of monies by the City due the Contractor will not release the Contractor from compliance with the contract documents.

18.4 After ten (10) days from the delivery of a written notice to the Contractor and the Engineer, the City may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus a reasonable profit.

18.5 If, through no act or fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the City or under an order of court or other public City or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted or the City fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a written notice to the City and the Engineer, terminate the contract and recover from the City payment for all work executed and all expenses sustained. In addition to and in lieu of terminating the contract, if the Engineer has failed to act on a request for payment or if the City has failed to make payment as aforesaid, the Contractor may, upon ten (10) days written notice to the City and Engineer, stop the work until paid all amounts then due, in which event and upon resumption of the work, change orders shall be issued to adjust the contract price or extend the contract time, or both, to compensate for the costs and delays attributable to the stoppage of the work.

18.6 If the performance of all or any portion of the work is suspended, delayed or interrupted as a result of a

failure by the City or Engineer to act within the time specified in the contract documents or if no time is specified, within a reasonable time, an adjustment in the contract price or an extension of the contract time, or both, shall be made by change order to compensate the Contractor for the costs and delays unnecessarily caused by the failure of the City or Engineer.

19. PAYMENT TO CONTRACTOR:

19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor, covering the work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by supporting data, satisfactory to the City, which will establish the City's title to the material and equipment and protect the City's interest therein, including applicable insurance. The Engineer will, within ten (10) days after the receipt of each partial payment estimate, either indicate approval of payment in writing and present the partial payment estimate to the City or return the partial payment estimate to the Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The City will, within ten (10) days of presentation of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate less the retainage. The retainage shall be an amount equal to 10% of said estimate until 50% of the work has been completed. At 50% completion, further partial payments shall be made in full to the Contractor and no additional amounts may be retained unless the Engineer certifies that the job is not proceeding satisfactorily and amounts previously retained shall not be paid to the Contractor. At 50% completion or any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained; however, in no event shall the total retainage be more than 10% of the value of the work completed. Upon substantial completion of the work, any amount retained may be paid to the Contractor. When the work has been substantially completed except for work which cannot be completed because of weather conditions, lack of materials or other reasons which, in the judgment of the City, are valid reasons for non-completion, the City may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed.

19.3 The request for payment may also include an allowance for the cost of major materials and equipment suitably stored either at or near the site.

19.4 Prior to substantial completion, the City, with the approval of the Engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

19.5 The City shall have the right to enter the premises for the purpose of doing work not covered by the contract documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work or the restoration of any damaged work except such as may be caused by agents or employees of the City.

19.6 Upon completion and acceptance of the work, the Engineer shall issue a certificate attached to the final payment request that the work has been accepted under the conditions of the contract documents. The entire balance found to be due to the Contractor, including the retained percentages, except such sums as may be lawfully retained by the City, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the work.

19.7 The Contractor will indemnify and save the City or the City's agents harmless from all claims growing out of the lawful demand of subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts therefor, equipment, tools and supplies incurred in the furtherance of the performance of the work. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived. If the Contractor fails to do so, the City may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed in accordance with the terms of the contract documents. In no event shall these provisions be construed to impose any obligations upon the City

to either the Contractor, the Contractor's surety or any third party. In paying any unpaid bills of the Contractor, any payment so made by the City shall be considered as a payment made under the contract documents by the City to the Contractor and the City shall not be liable to the Contractor for any such payments made in good faith.

19.8 If the City failed to make payment within thirty (30) days after approval by the Engineer, in addition to other remedies available to the Contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

20.0 ACCEPTANCE OF FINAL PAYMENT AS RELEASE: Acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the City and others, relating or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the contract documents or the performance of the payment bonds.

21.0 INSURANCE:

21.1 The Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by the Contractor, any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

- (1) Claims under Workers' Compensation, disability benefit and other similar employee benefit acts;
- (2) Claims for damages because of bodily injury, occupational sickness or disease or death of employees;
- (3) Claims for damages because of bodily injury, sickness or disease or death of any person other than employees;
- (4) Claims for damages covered by the usual personal injury liability coverage which are sustained by (a) any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor; or (b) any other person;
- (5) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

21.2 Certificates of insurance acceptable to City shall be filed with the City prior to commencement of work. These certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen-(15) days' prior written notice has been given to the City.

21.3 The Contractor shall procure and maintain, at the Contractor's own expense, during the contract time, liability insurance as hereinafter specified:

- (1) Contractor's general public liability and property damage insurance, including vehicle coverage, issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property arising out of or in connection with any operations under the contract documents, whether such operations be by the Contractor or by any subcontractor employed by the Contractor. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident, and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$250,000 for all property damage sustained by any one person in any one accident and a limit of liability not less than \$250,000 aggregate for any such damage sustained by two or more persons in any one accident.

- (2) The Contractor shall acquire and maintain, if applicable, fire and extended coverage insurance upon the project to the full insurable value thereof for the benefit of the City, the Contractor and the subcontractors, as their interest may appear. This provision shall in no way release the Contractor or the Contractor's surety from obligations under the contract documents to fully complete the project.

21.4 The Contractor shall procure and maintain, at the Contractor's own expense, during the contract time, in accordance with the provisions of the laws of the State of Oklahoma, Workers' Compensation insurance, including occupational disease provisions, for all of the Contractor's employees at the site of the project and, in case any work is sublet, the Contractor shall require such subcontractor similarly to provide Workers' Compensation insurance, including occupational disease provisions, for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate and suitable insurance for the protection of its employees not otherwise protected.

21.5 The contractor shall secure, if applicable, "all risk" type Builder's risk insurance for work to be performed. Unless specifically authorized by the City, the amount of such insurance shall not be less than the contract price totaled in the bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the contract time and until the work is accepted by the City. The policy shall name as the insured the Contractor and the City.

#### 22.0 CONTRACT SECURITY:

22.1 The Contractor shall, within ten (10) days after the receipt of the Notice of Award, furnish the City with a performance bond and a payment (statutory) bond in penal sums equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents and upon the prompt payment by the Contractor to all persons supplying labor and materials in the performance of the work required by the contract documents. Such bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Oklahoma and named on the current list of "Surety Companies Acceptable on Federal Bonds", as published in Treasury Department Circular Number 570. The expense of these bonds shall be borne by the Contractor. If, at any time, a surety on any such bond is declared bankrupt or loses its right to do business in the State of Oklahoma or is removed from the list of Surety Companies Acceptable on Federal Bonds, Contractor shall, within ten (10) days after notice from the City, substitute another bond and surety, both of which must be acceptable to City. The premiums on such bond shall be paid by the Contractor. No further partial or progress payments to the Contractor shall be deemed due nor made until the new surety or sureties shall have furnished an acceptable bond to the City.

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

#### 24.0 INDEMNIFICATION:

24.1 The Contractor shall indemnify and hold harmless the City and the Engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claims, damages, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom, which is caused in whole or in part by any negligent or willful act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

24.2 In any and all claims against the City or the engineer or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the

amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under the Workers' Compensation Act, disability benefits acts or other employee benefits acts.

24.3 The obligation of the Contractor under this paragraph shall not extend to the liability of the third-party Engineer, its agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

#### 25.0 SEPARATE CONTRACTS:

25.1 The City reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate the work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results.

25.2 The City may perform additional work related to the project or the City may let other contracts containing provisions similar to these. The Contractor will afford the other contractors who are parties to such contracts (or the City, if the City is performing the additional work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate the work with theirs.

25.3 If the performance of additional work by other contractors or the City is not noted in the contract documents prior to the execution of the contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes the performance of such additional work by the City or other involves it in additional expense or entitles it to an extension of the contract time, the Contractor may make a claim therefor as provided in Sections 14 and 15.

#### 26.0 SUBCONTRACTING:

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

26.2 The Contractor shall not award work to subcontractor(s) in excess of fifty (50) percent of the contract price or in excess of fifty (50) percent of the labor and equipment required to install the project without prior written approval of the City.

26.3 The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

26.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power regarding termination of any subcontract that the City may exercise over the Contractor under any provision of the contract documents.

26.5 Nothing contained in this contract shall create any contractual relationship between any subcontractor and the City.

#### 27.0 ENGINEER'S AUTHORITY:

27.1 The Engineer shall act as the City's representative during the construction period, shall decide questions which may arise as to quality and acceptability of materials furnished and work performed, and shall interpret the intent of the contract documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the work is proceeding in accordance with the contract documents.

27.2 The Contractor will be held strictly to the intent of the contract documents in regard to the quality of



materials, workmanship and execution of the work. Inspections may be made at the factory or fabrication plant of the source of material supply.

27.3 The Engineer shall not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.

27.4 The Engineer shall promptly make decisions relative to interpretation of the contract documents.

28.0 LAND AND RIGHTS-OF-WAY:

28.1 Prior to issuance of the Notice to Proceed, the City shall obtain all land and right-of-way necessary for the carrying out and completion of the work to be performed pursuant to the contract documents, unless otherwise mutually agreed.

28.2 The City shall provide the Contractor with information that delineates and describes the lands owned and right-of-way acquired.

28.3 The Contractor shall provide, lease, or acquire at its own expense and without liability to the City, any additional land and access thereto that the Contractor may desire for temporary construction facilities or for storage of materials.

29.0 GUARANTEE: The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of substantial completion. The Contractor warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other parts of the system resulting from such defects. The City will give notice of observed defects with reasonable promptness. In the event the Contractor should fail to make such corrections, the City may do so and charge the Contractor the costs thereby incurred. The performance bond shall remain in full force and effect throughout the guarantee period.

30.0 TAXES: The Contractor will pay all sales, consumer, use and other similar taxes required by the laws of the State of Oklahoma. Where exemptions from such taxes exist and are applicable to the Contractor, the City shall issue a letter to the Contractor to that effect.

## PERFORMANCE BOND

### KNOW ALL MEN BY THESE PRESENT:

That we, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto the City of Ardmore, in the State of Oklahoma, in the full and sum of DOLLARS (\$ \_\_\_\_\_) for the payment of which well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves and its successors and assigns, jointly and severally, firmly by these presents.

Dated, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

The conditions of the above obligation are such, that whereas, said Principal is the lowest and best Bidder for the making of the following work and improvement, viz:

### ARDMORE DOWNTOWN EXECUTIVE AIRPORT TREE REMOVAL PROJECT BID NO. 21-1000

and has entered into a certain written Contract with the City of Ardmore, on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, for the erection and construction of said work and improvement all in compliance with the Contract Documents, made a part of said Contract and on file in the office of the City Clerk, City of Ardmore, and said Contract is hereby made a part and parcel of this Bond as if literally written herein.

**NOW, THEREFORE**, if said Principal shall fully and faithfully execute the work and perform said Contract according to its terms, conditions and covenants, and in exact accordance with the bid of said Principal, and according to Contract Documents heretofore made, adopted and placed on file in the office of the City Engineer of the City of Ardmore, and shall promptly pay or cause to be paid, all labor, materials and/or repairs and all bids for labor performed on said work, whether by sub-contract or otherwise; and shall protect and save harmless the said OWNER and all interested property owners against all claims, demands, causes of action, losses or damage, and expense to the life or property suffered or sustained by any person, firm or corporation by reason of negligence of the CONTRACTOR or his agents, servants, or employees in the construction of said work, or by, or in consequence of, any improper execution of work or act of omission or use of inferior materials by said CONTRACTOR or his or its agents, or employees; and shall protect and save the OWNER harmless from all suits and claims of infringement of alleged infringement of patent rights or processes, then this obligation shall be null and void. Otherwise this obligation shall remain in full force and effect.

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

**IN WITNESS WHEREOF**, the 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 to do to, the day and year first above-written.

ATTEST:

\_\_\_\_\_  
Principal

ATTEST:

\_\_\_\_\_  
Surety

**STATUTORY PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Ardmore, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment of which, well and truly to be made, we and each of us, bind ourselves, our heirs, executors and assigns, themselves and its successors and assigns, jointly and severally, firmly by these presents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

The conditions of this obligation are such, that whereas, the above Bonded Principal, \_\_\_\_\_ is the lowest and best Bidder for the making of the following work and improvements, viz:

**ARDMORE DOWNTOWN EXECUTIVE AIRPORT TREE REMOVAL PROJECT  
BID NO. 21-1000**

and has entered into a certain written Contract with the City of Ardmore, on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, for the erection and construction of said work and improvements. In exact accordance with the bid of said Principal, and according to the Contract Documents heretofore made, adopted and placed on file in the office of the Purchasing Department, City of Ardmore, Oklahoma.

**NOW, THEREFORE**, if said principal shall fail or neglect to pay all indebtedness incurred for labor and materials furnished by any supplier and consumed in the performance of said Contract, and such repairs to and rental of machinery and equipment as may be furnished by a sub-contractor to the person or persons contracting with this OWNER within thirty (30) days after the same becomes due and payable, their person, firm or corporation entitled thereto may sue and recover on this Bond, the amount so due and unpaid.

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

**IN WITNESS WHEREOF**, the 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.

ATTEST:

\_\_\_\_\_  
Principal

ATTEST:

\_\_\_\_\_  
Surety

**NOTICE TO PROCEED**

(General Form of the Notice to Proceed to be Published on City Letterhead)

Date of Notice Letter

TO

Name of Contractor

Address of Contractor

City, State and ZIP

PROJECT:

**ARDMORE DOWNTOWN EXECUTIVE AIRPORT TREE REMOVAL PROJECT**

**BID NO. 21-1000**

You are hereby notified to commence work in accordance with the Contract dated the \_\_\_\_\_, 2021, on or before \_\_\_\_\_, 20\_\_\_\_, and you are to complete the work within thirty (30) calendar days thereafter. The date of completion of all work is therefore \_\_\_\_\_, 20\_\_\_\_.

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

CITY OF ARDMORE

Signature

City Director or Designee

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice to Proceed is hereby acknowledged by

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Title

(Sign and return to the Office of the Purchasing Coordinator.)

**INVOICE AFFIDAVIT**

STATE OF OKLAHOMA        )  
  )§  
COUNTY OF CARTER    )

The undersigned person, of lawful age, being first duly sworn, on oath says that this invoice is true and correct and that he is authorized to submit the invoice pursuant to a Contract or purchase order. Affiant further states that the work, services or materials, as shown by this invoice have been completed or supplied in accordance with the Contract Documents furnished or executed by the Affiant. Affiant further states that (s)he has not paid, given or donated or agree to pay, give or donate, either directly or indirectly, to any elected official, officer or employee of the City of Ardmore, Oklahoma, any money or any other thing of value to obtain payment or the award of this contract.

**ARDMORE  
BID NO. 21-1000**

Contract No. : \_\_\_\_\_ Pay Request No.: \_\_\_\_\_

Amount Requested: \_\_\_\_\_

\_\_\_\_\_  
Signature of Architect, Contractor, Supplier, or Engineer

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
  
\_\_\_\_\_

NOTE: A signed and notarized copy of this affidavit shall be attached to each request for partial pay or invoice submitted by the Contractor to the City.

**RELEASE OR WAIVER OF LIEN**

\_\_\_\_\_  
Date of Waiver

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Whereas, the undersigned has entered into a contract with

\_\_\_\_\_  
(Contractor)

to furnish labor and/or materials for the project known as

**ARDMORE  
BID NO. 21-1000**

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

\_\_\_\_\_  
Name of Company, Subcontractor or Supplier

\_\_\_\_\_  
Signature of Authorized Company Designee

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public (SEAL)

My Commission expires:

\_\_\_\_\_

NOTE: A signed and notarized copy of this Release or Waiver shall be executed by each subcontractor and supplier of and to the Contractor and submitted with the last and final partial pay request submitted by the Contractor to the City.

**CONSENT OF SURETY COMPANY TO FINAL PAYMENT**

PROJECT: **ARDMORE DOWNTOWN EXECUTIVE AIRPORT TREE REMOVAL  
BID NO. 21-1000**

CONTRACT DATE:

OWNER: CITY OF ARDMORE, ARDMORE, OKLAHOMA

in accordance with the provisions of the Contract between the City of Ardmore and the CONTRACTOR as indicated above, the

\_\_\_\_\_  
(here insert name and address of Surety Company)

On Bond of \_\_\_\_\_  
(here insert name and address of Contractor)

hereby approves of the final payment to the CONTRACTOR, and agrees that final payment to the Contract, and agrees that final payment to the CONTRACTOR shall not relieve the Surety Company of any of its obligations to

City of Ardmore  
Ardmore, Oklahoma

as set for in the said Surety Company's Bond No. \_\_\_\_\_, dated \_\_\_\_\_.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Attest (SEAL)

**ARDMORE DOWNTOWN EXECUTIVE AIRPORT TREE REMOVAL PROJECT**

**BID NO. 21-1000**

**ENGINEERING SPECIFICATIONS**

- 01001 Special Provisions
- 01002 Scope of Work
- 01003 Control of Work
- 01004 Measurement and Payment
- 01005 Clearing and Grubbing



## **SECTION 01001: SPECIAL PROVISIONS**

1.0 PURPOSE. The purpose of this Section is to provide project background, objectives, administrative details, general provisions, and additional information unique to the project, the lift station site, and the construction contract, general conditions, and technical specifications.

2.0 PURPOSE OF THE PROJECT. The purpose of the project is to clear trees and shrubs from the tree clearing zone, west of the runway at the Ardmore Downtown Executive Airport. Please see Attachment A Map 1, for a map of the area.

2.1 End Function of the Project. The area in Attachment A Map 1, will be clear of trees.

2.2 Intent of Contract. The intent of the Contract is to provide for all of the work, project management, superintendence, labor, materials, equipment, transportation, tools and related services required to complete the work, including channel clearance, debris removal and restoration according to the Contract Documents.

3.0 PROJECT SITE. The primary project site location is 810 10<sup>th</sup> Avenue SE.

3.1 Traffic Control. The plans do not depict traffic control measures, which requirements are the responsibility of the Contractor. Carter shall remain open to traffic except for occasional and brief moments when dump trucks enter and leave the site.

3.2 Field Office. Field Office is not required on this project.

4.0 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 project manager or his representative at least on a daily basis to ensure effective progress.

4.1 Schedule. Thirty (30) Days.

4.2 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.

4.3 Qualifications and Department of Subcontractors and Personnel. Personnel entering and working upon the project are required to observe standard operating rules and obey the instructions of the Project Manager with respect to security of the project site, movement of equipment, and safety and convenience of adjacent landowners. 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.

4.4 Condition of Equipment. All equipment necessary for completion of the work contemplated under this Contract, and particularly any trackhoes, 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 Project Manager 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.

5.0 PROGRESS REPORTS AND PHOTOGRAPHS. Contractor shall document the progress of the work throughout the actual work from demolition to completion. Acceptable documentation shall include daily digital photographs and weekly written reports.

6.0 SURVEYING, MEASUREMENTS AND STRUCTURE DIMENSIONS. The OWNER will provide necessary datum or benchmarks where absolute elevations are required to begin construction.

6.1 It shall be the responsibility of the CONTRACTOR to obtain, measure and verify all relative dimensions of the existing and new construction. This specifically includes the establishment of the grade and slope of the channel from the east end of the ditch to the end point at the west end of the ditch.

6.2 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 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.

#### SECTION 01002: SCOPE OF WORK

1.0 PURPOSE. The purpose of this Division is to describe the general elements of the work required to accomplish the project goals.

**NOTE**

This section describes the individual elements of the project work and the basis upon which quantities and pay shall be determined. The work descriptions hereinbelow form part of and supplement the other pertinent project specifications.

2.0 MAJOR ELEMENTS OF THE CONSTRUCTION PROJECT. The project consists of various tasks or bid items as shown in the Bid Proposal. These tasks and bid items taken together compose or result in the completion of the following major elements of the project to be completed under the contract. Some portions of the major elements of the work are parts of multiple pay items, are implicit in the pay items (by common sense or industry custom), or incidental items which are performed or provided in conjunction with or made a part of a specific pay item line.

2.1 **Mobilization. (Pay Item No. 1)** This element of the work includes all items necessary for the Contractor to prepare for the project, pay for bonds, acquire and pay for permits, mobilize his forces, clear access to the site, assemble his crews, coordinate with land owners as necessary, establish and maintain throughout the project any necessary traffic control warning signs, protect the environment, and cover certain expenses not otherwise normally covered in other bids items but required for the project.

2.2 **Clearing (Pay Item No. 2)** The work included within this pay item is the clearing by,

- Cutting and removal of trees
- Cutting and removal of underbrush, briars, foliage
- Work under this item includes removal of all spoils to either the landfill or other approvable site.

**2.3 Site Clearing and Restoration. (Pay Item No. 3)** Work includes clearing of the site and establishing access to the work area for equipment. This pay item also includes any necessary work to restore and clean-up the site, remove ruts, remove traffic control signs and restore any areas affected by the work after all of the clearance has been accomplished.

### 3.0 CHANGES IN SCOPE OF WORK.

3.1 Alteration of Plans or Character of Work. The City shall have the right, subject to approval by the Commission in some circumstances, 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. In the event that the Contract cost exceeds One Million Dollars (\$1,000,000.00), the total value of any such changes is limited to 10% instead of 15%.

3.2 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.

3.2.1 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 a basis cannot be agreed upon, then an adjustment will be made either for or against the CONTRACTOR in such amount as the City may determine to be fair and equitable. 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. The term "significant change" shall be construed to apply only to the following circumstances

3.2.2 When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

3.2.3 When a major item of work is increased in excess of 125 percent or decreased below 75 percent of the original Contract quantity. Any adjustment due to an increase in quantity shall apply only to that portion in excess of 125 percent of original Contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed. A major item of work is defined as any bid item for which the original Contract value is more than 10 percent of the total original Contract value.

3.3 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.

3.3.1 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. The ENGINEER will notify the CONTRACTOR of the determination whether or not an adjustment of the Contract is warranted.

3.3.2 No Contract adjustment that results in a benefit to the CONTRACTOR will be allowed unless the CONTRACTOR has provided the required written notice. No Contract adjustment will be allowed under this clause for any effects caused on unchanged work.

### **SECTION 01003: CONTROL OF WORK**

1.0 PURPOSE. The purpose of this Division is to delineate the general procedural rules and practical responsibilities of the City, the Engineer and the Contractor, to ensure the construction of the project in a workmanlike manner, to ensure the Engineer can appropriately and fairly facilitate the work, and the Contractor can execute his obligations to the maximum extent possible with dispatch and in compliance with the multitude of requirements for which he is responsible.

2.0 COMPLIANCE WITH LAWS AND REGULATIONS. 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 OWNER 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.

2.1 The CONTRACTOR shall comply with applicable Federal, State, and local laws governing safety, health, and sanitation. The CONTRACTOR 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.

2.2 Attention is directed to Federal, State, and local laws, rules, and regulations concerning construction safety and health standards. The CONTRACTOR shall not require workers to work under conditions that are unsanitary or dangerous to their health or safety.

2.3 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 legal guidance.

3.0 AUTHORITY OF THE PROJECT MANAGER. As the direct representative of the City, the Project Manager 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.

3.1 Decisions. The CITY DESIGNEE will decide all questions that may arise as to

3.1.1 The quality and acceptability of materials furnished and work performed and as to the rate of progress of the work;

3.1.2 The interpretation of the Contract documents; and all questions as to the acceptable fulfillment

of the Contract by the CONTRACTOR.

3.2 Work Suspension. The City Designee shall have the authority to suspend the work wholly or in part:

3.2.1 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;

3.2.2 For failure to carry out orders;

3.2.3 For such periods as deemed necessary due to unsuitable weather;

3.2.4 For conditions considered unsuitable for the prosecution of the work;

3.2.5 For any other condition or reason deemed to be in the public interest or, in the ENGINEER'S opinion, necessary to protect the public health and safety.

3.2.6 The PROJECT MANAGER 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.

4.0 The PROJECT MANAGER 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.

4.1 The PROJECT MANAGER 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 PROJECT MANAGER shall, however, have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY.

4.2 The PROJECT MANAGER 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.

4.3 When requested by the PROJECT MANAGER 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 Authority.

4.4 Any work performed or materials used without inspection by the Project Manager or his inspector or authorized representative may be ordered removed, replaced or reinstalled at no cost to the OWNER.

5.0 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.

6.0 COORDINATION OF PLANS, SPECIFICATIONS AND PROVISIONS. The General Conditions, Specifications, Construction Drawings, Standard Specifications of the City 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.

7.0 CONSTRUCTION TEAM COOPERATION.

7.1 The CONTRACTOR'S work shall at all times be conducted so as to minimize the effect of his operations on adjacent landowners.

7.2 The CONTRACTOR shall give the work the attention necessary to facilitate the progress thereof and shall cooperate fully with the PROJECT MANAGER, inspectors, and other Contractors. The Project Manager 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. Neither the CONTRACTOR nor the OWNER 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 PROJECT MANAGER 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.

8.0 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, except as otherwise provided for in the Contract Documents.

8.1 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.

8.2 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 PROJECT MANAGER thereof in writing in time for the PROJECT MANAGER to verify or check such stakes or marks before the work is begun.

8.3 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.



8.4 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.

8.5 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.

9.0 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 OWNER 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.

10.0 MAINTENANCE DURING WORK PERFORMANCE. The CONTRACTOR maintain and or restore to grade, any part of the site disturbed by his operations until the project is accepted.

10.1 The CONTRACTOR shall be responsible for the maintenance of existing grounds, areas, rights of way, drainage ditches and channels within the project site from the date any work is begun on the project to the date of its final acceptance. Maintenance includes placement of erosion control measures where rutting of soil has occurred or might occur with the movement of vehicles around the site.

10.2 All costs of maintenance work during construction and before the project is accepted will not be paid for separately, but full compensation therefor will be included in the Contract unit prices bid for mobilization.

11.0 ACCEPTANCE.

11.1 Partial Acceptance. The Project Manager 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.

11.2 Final Acceptance. As soon as practical after completion of the entire project, including receipt of all required documentation, the PROJECT MANAGER 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 PROJECT MANAGER 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 PROJECT MANAGER 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.

#### **SECTION 01004: MEASUREMENT AND PAYMENT**

1.0 PURPOSE. The purpose of this Section is to detail the procedures by which quantities shall be measured from which the basis of payments shall be made.

2.0 BASIS OF PAYMENT. The City will pay for each pay item at the contract unit price or lump sum.

2.1 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 item of work, or combination of work, task or tasks, structure or structural unit is specified as the unit of measurement, the unit is to include all necessary tasks, components, fittings, restraints, subassemblies, connectors, bolts, nuts, and accessories.

2.2 Compensation. The CONTRACTOR will receive and accept the compensation herein provided as full payment for furnishing all materials, labor, equipment, tools, and incidentals necessary to the completed work at the unit prices bid and for the quantities of work actually performed according to the Contract Documents.

2.2.1 The payment of current or final estimate, or of retained percentage, shall in no degree prejudice or affect the obligation of the CONTRACTOR, at no cost to the CITY, to repair, correct, renew, or replace any defects or imperfections in the construction of the project and its appurtenances, or in the strength of or quality of materials used, or relieve the CONTRACTOR from the payment of all damages due to such defects; provided such defects, imperfections, or damages shall be discovered before the acceptance of the entire work.

2.2.2 No retained percentage payable under the Contract, or any part thereof, shall become due and payable, if the CITY so elects, until the CITY is satisfied that the CONTRACTOR has fully settled or paid for all materials and equipment used in or upon the work, and for all labor done in connection therewith, and the CITY, if it so elects, may pay any or all such accounts wholly or in part and deduct the amount or amounts so paid from the final estimate.

2.3 Cause for Withholding. The PROJECT MANAGER may withhold any current estimate or portion thereof if the CONTRACTOR is negligent or delinquent in submitting any required forms or documents, or if a timely response is not given to a request made by the Authority for information, price quotations, or other data pertinent to the prosecution of the work.

2.4 Acceptance and Final Payment. The PROJECT MANAGER will approve the estimate for final payment after previous payments have been deducted, and will notify the CONTRACTOR and Surety of such approval. Before delivery of the final payment, the CITY shall receive from the CONTRACTOR a written acceptance of the final estimate as payment in full for the work done, along with affidavits and lien releases as specified elsewhere in the construction documents. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

3.0 EXTRA WORK.

3.1 The CONTRACTOR shall do any work or furnish any materials which cannot reasonably be classified under any of the items of the contract by which may be found necessary in order to carry out and complete more fully the work herein agreed to be done and performed, when and as ordered by the



PROJECT MANAGER, and the CONTRACTOR hereby agrees to accept, as full compensation for such work, lump sum or unit prices agreed upon in writing before said work is commenced.

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

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

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

3.5 When payment for extra work is based on actual field cost, the CONTRACTOR will be paid for the actual field cost plus an allowance of fifteen (15%) percent if the extra work is performed by the CONTRACTOR's own forces or twenty (20%) percent if the extra work is performed by the SUBCONTRACTOR. The allowance will be paid as full compensation for the CONTRACTOR's or SUBCONTRACTOR's extra profit, extra general superintendent, extra field office expense, extra overheads, and all other elements of extra cost not defined herein as actual field cost. The actual field cost shall include those costs for labor and materials expended in direct performance of the extra work and shall include:

- The actual payroll cost of all workers, such as laborers, mechanics craftsmen, and foremen;
- The Contractor's or Subcontractor's net cost for materials and supplies.
- The actual net rental charge for vehicles and construction equipment not owned by the CONTRACTOR or SUBCONTRACTOR and not available from the equipment of CONTRACTOR or SUBCONTRACTOR;
- The transportation charges for equipment including the charges for extra power, fuel, lubricants, water and special services;
- The charges for extra payroll taxes, bond premiums and insurance premiums.
- The form in which actual field cost records are kept, the construction methods and the type and quantity of equipment used shall be acceptable to the PROJECT MANAGER and shall distinguish extra work and work under protest from all other work.

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

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

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

#### **SECTION 01005: CLEARING AND GRUBBING**

1.0 GENERAL. This section covers the project work related to the clearing, grubbing, removing, and disposing of vegetation and debris. This work includes protecting vegetation specified to remain. This work excludes item specified for removal.

2.1 Current Situation. The area required to be cleared of overgrown foliage, established trees, saplings, bushes, undergrowth, briars and weed and some fencing located at 810 10<sup>th</sup> Avenue SE (Attachment Map 1).

2.2 Construction Methods. Do not disturb or remove hazardous waste material, archeological or historic material or human remains or graves without the prior approval of the City. Immediately notify the Project Manager upon encountering evidence of these items. During clearing and grubbing operations, do not scar, break, or otherwise damage trees and shrubs directed by the Project Manager, to remain. If the Contractor damages these items, the City will assess the value of the damage against the Contractor.

2.3 Disposition of Removed Detritus. The clearing to be performed involves the removal of organics, foliage and trees; All detritus material must be removed by the Contractor to a suitable disposal site or landfill, as approved by City.

2.4 Tree Removal. Contractor shall cut, fell, and remove all trees and saplings within the clearing limits. Sever stumps, trees and shrubs flush with, or below, the original ground line. Trees of 8-inch caliper and larger shall be cut but need not be removed below ground. Trees less than 8-inch caliper shall be cut and their root system or ball shall be excavated or grubbed. When removing tree stumps of uprooted trees, fill the holes with material approved by the Project Manager.

2.5 Foliage and Underbrush. Other smaller organics plants and underbrush shall be cut, trimmed or removed to existing ground level.