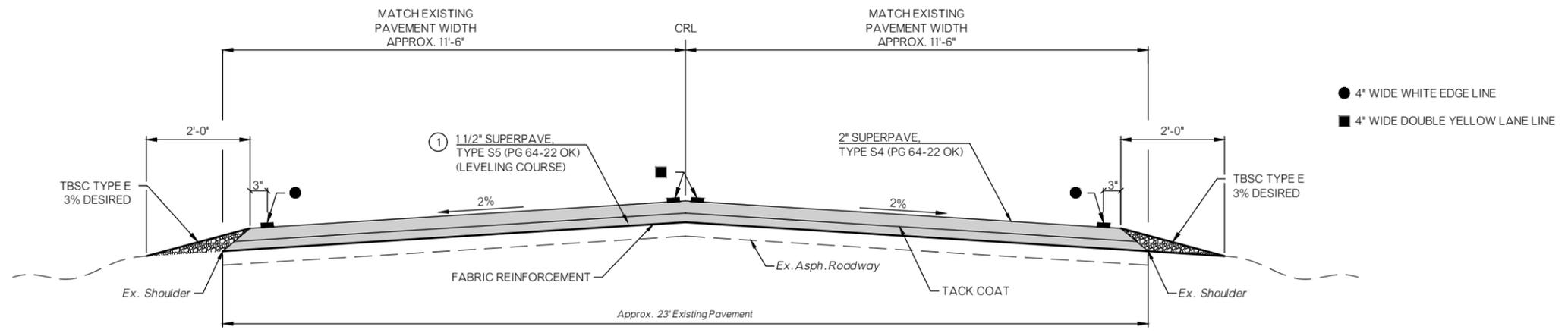


DESCRIPTION	REVISIONS	DATE

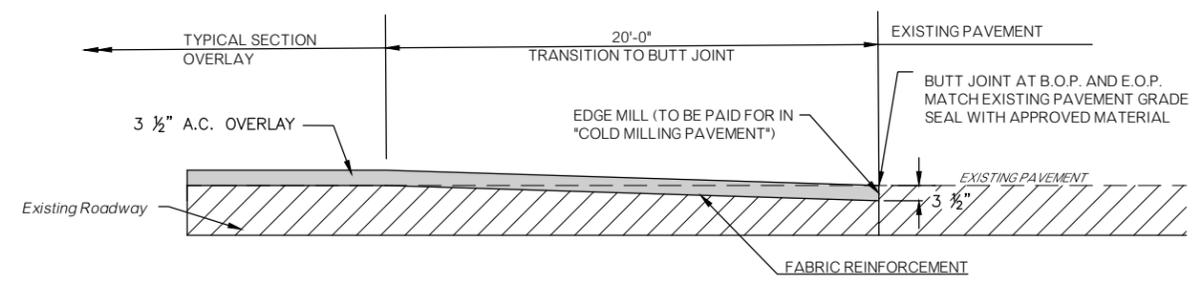


TYPICAL SECTION
STA. 10+00 TO STA. 202+00
Not To Scale

*COUNTY TO MARK EXACT BEGINNING AND END OF PROJECT LOCATION PRIOR TO CONSTRUCTION

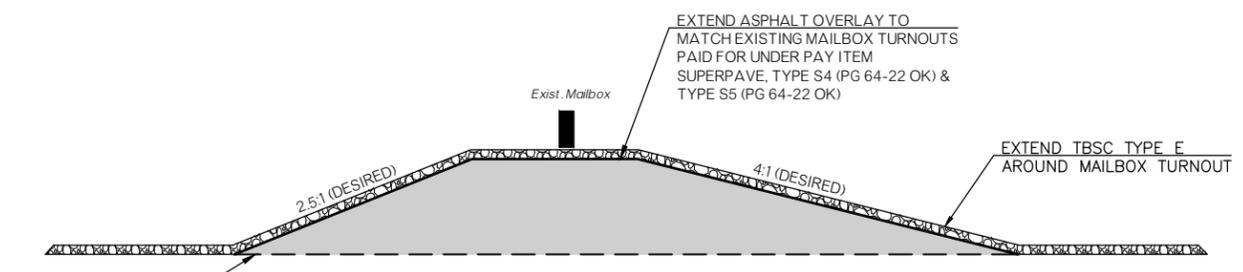
STREET NAME	STA.	LENGTH OF PAVING FROM EDGE OF CARTER ROAD (FT)	S4 PAVING SECTION (IN)
BUSSELL RIDGE ROAD	115+60	100	2
GOLDEN DRIVE S.	132+30	100	2
GOLDEN DRIVE N.	138+80	150	2
RICKETS LANE	163+60	200	2

* COUNTY TO MARK EXACT END OF PAVEMENT FOR EACH STREET PRIOR TO CONSTRUCTION
** CONTRACTOR TO MATCH EXISTING STREET RADIUS
*** CONTRACTOR TO FEATHER DOWN LAST 20' OF PAVING TO TIE INTO EXISTING STREET GRADE

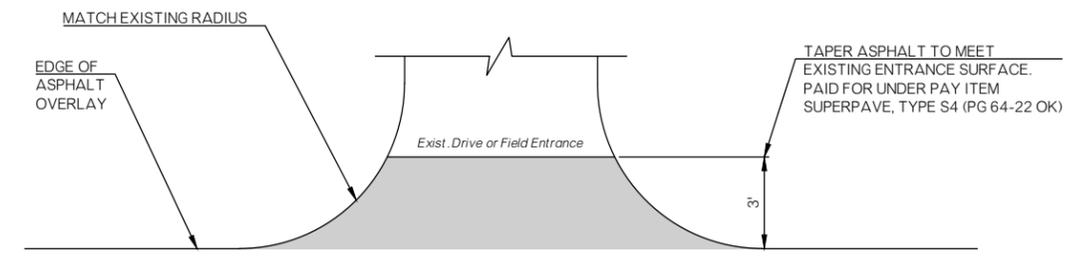


DETAIL OF BUTT JOINT (CARTER ROAD)
Not To Scale

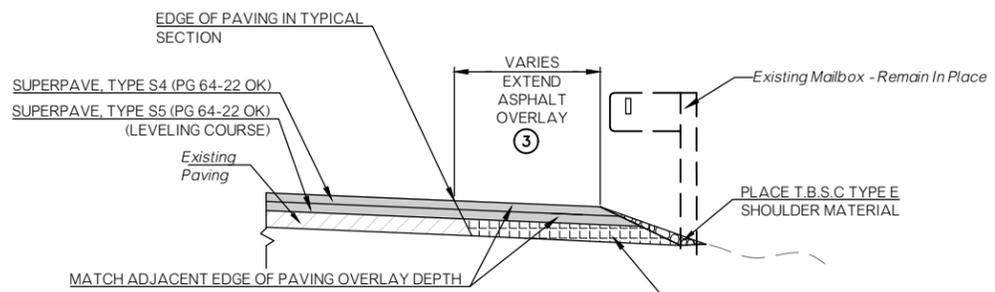
FOR USE AT THE BEGINNING AND END OF OVERLAY ON CARTER ROAD
COUNTY TO MARK EXACT LOCATIONS FOR ENDS OF BUTT JOINTS



MAILBOX WIDENING PLAN
Not To Scale



DRIVE AND FIELD ENTRANCE PAVING PLAN ②
Not To Scale



MAILBOX SECTION
Not To Scale

- ① THE CROSS-SLOPE IS DESIRED TO BE 2%. AT NO PLACE SHALL THE CROSS-SLOPE BE LESS THAN 1.5%.
- ② CONTRACTOR SHALL COORDINATE WITH THE COMMISSIONER AT ALL CONCRETE DRIVES. THE CONTRACTOR SHALL FEATHER DOWN ASPHALT TO MEET EXISTING GRADE AT ALL CONCRETE DRIVES AS DIRECTED BY THE COUNTY.
- ③ CONTRACTOR TO EXTEND ASPHALT OVERLAY AS CLOSE AS POSSIBLE TO FRONT OF MAILBOX.

DESIGN	BSF	09/17	GUY ENGINEERING SERVICES, INC.
DRAWN	ALM	09/17	
CHECKED	RRB	09/17	
APPROVED	RRB	09/17	
SQUAD			
COUNTY CARTER HIGHWAY/ROAD CARTER ROAD			TYPICAL SECTION

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GENERAL CONSTRUCTION NOTES

EXISTING ROAD SHALL REMAIN OPEN TO LOCAL AND THROUGH TRAFFIC. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVES AND FIELD ENTRANCES DURING CONSTRUCTION. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL FLAGGERS, CONSTRUCTION SIGNS, BARRICADES, LIGHTS, ETC. IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", CURRENT EDITION, AND AS SHOWN IN ODOT'S TRAFFIC CONTROL STANDARD DRAWINGS. ALL COST TO BE INCLUDED IN PRICE BID FOR "CONSTRUCTION TRAFFIC CONTROL".

IN ACCORDANCE WITH OKLAHOMA UNDERGROUND FACILITIES DAMAGE PREVENTION ACT THE CONTRACTOR SHALL NOTIFY THE OKLAHOMA ONE-CALL SYSTEM, INC. 48 HOURS PRIOR TO BEGINNING EXCAVATION. OKLAHOMA ONE-CALL SYSTEM, INC. "CALL OKIE" 1-800-522-6543 OR 811.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE HE MAY INFLICT TO THE EXISTING UNDERGROUND UTILITIES WITHIN THE PROJECT AREA AS A RESULT OF HIS DIGGING, TRENCHING, BORING, ETC.... PRIOR TO DIGGING NEAR THE UTILITIES, THE CONTRACTOR SHALL CALL FOR A LIST OF ALL UNDERGROUND FACILITIES REGISTERED IN THE AREA OF CONSTRUCTION LISTED WITH THE FOLLOWING AGENCIES:
THE "OKIE" NOTIFICATION CENTER 811 OR 1-800-522-6543 OR WWW.CALLOKIE.COM OR THE LOCAL COUNTY CLERK'S OFFICE.
DEPTH OF EXISTING UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

THE CONTRACTOR SHALL NOTIFY THE COUNTY 14 CALENDAR DAYS PRIOR TO BEGINNING OF CONSTRUCTION ACTIVITIES.

ANYWHERE THERE IS EXISTING ASPHALT OR CONCRETE ON THE SHOULDER, OVERLAY THE SHOULDER.

THIS PROJECT SHALL BE CONSTRUCTED WITHOUT CLOSING TRAFFIC ON CROSS STREETS. A MINIMUM OF ONE LANE IN EACH DIRECTION SHALL BE MAINTAINED AT ALL TIMES.

MAILBOXES ARE TO BE MAINTAINED IN AN UPRIGHT POSITION AND ACCESSIBLE TO MAIL CARRIER'S CAR DURING CONSTRUCTION. ANY DAMAGE TO BOXES OR SUPPORTS SHALL BE REPAIRED BY THE CONTRACTOR. ALL COST TO BE INCLUDED IN OTHER ITEMS OF WORK.

THE CONTRACTOR SHALL BE AWARE OF EXISTING UTILITIES LOCATED THROUGHOUT THE PROJECT. ANY UTILITY DAMAGE RESULTING FROM THE NEGLIGENCE OF THE CONTRACTOR SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE.

FOR PROJECTS THAT INCLUDE WIDENING AND/OR RESURFACING, THE CONTRACTOR SHALL SCHEDULE OPERATIONS TO MINIMIZE POTENTIAL DROP-OFF HAZARDS AND SHALL SUBMIT A SEQUENCE OF CONSTRUCTION OPERATIONS TO THE RESIDENT ENGINEER FOR APPROVAL BEFORE OPERATIONS BEGIN. ANY PORTION OF THE CONSTRUCTION OPERATIONS, SUCH AS SUPERPAVE LAYING OPERATIONS, EXCAVATION FOR PAVEMENT WIDENING, OR EXTENSION OF ROADWAY STRUCTURES, SHALL BE LIMITED TO ONE SIDE AT A TIME, AND THE PROCEDURES OUTLINED IN THE PAVEMENT DROP-OFF TREATMENT STANDARD PDT-1 (LATEST REVISION) SHALL BE IMPLEMENTED. THE ONLY AMOUNT OF OPEN TRENCH WILL BE ALLOWED THAT CAN BE SURFACED IN 1 (ONE) DAY'S TIME WITHOUT APPROVAL BY THE ENGINEER. LIGHTS, SIGNS AND BARRICADES SHALL BE MOVED AS WORK PROGRESSES.

ALL WASTE MATERIAL, INCLUDING EXCESS FABRIC, SHALL BE REMOVED FROM PROJECT SITE AND DISPOSED OF BY THE CONTRACTOR TO THE SATISFACTION OF THE ENGINEER. PRICE BID FOR PROJECT SITE CLEANUP TO BE INCLUDED IN PRICE BID OF OTHER ITEMS OF WORK.

STRIPING SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES". CURRENT EDITION.

COUNTY CONTACT INFORMATION:
COMMISSIONER JOE DAVID McREYNOLDS
PHONE NUMBER: (580) 653-2267

RESPONSIBILITY OF COUNTY:
CONSTRUCTION INSPECTION AND TESTING
INSTALLATION OF PERMANENT SIGNS AND DELINEATORS
MARK BEGINNING AND END OF PROJECT EXTENTS

PAY QUANTITY NOTES

- (R-25) ESTIMATED AT 140 LBS. PER CU. FT.
- (R-32) ESTIMATED AT 112 LBS. PER. SQ. YD. PER 1" THICK.
- 1) QUANTITY INCLUDES 221 TONS FOR SIDE ROADS, DRIVES, AND FIELD ENTRANCES.
- 2) QUANTITY INCLUDES 31 TONS FOR MAILBOX TURNOUTS.
- 3) QUANTITY INCLUDES 24 TONS FOR MAILBOX TURNOUTS.
- 4) ALL FLAGGING OPERATIONS TO BE INCLUDED IN THE PRICE BID FOR CONSTRUCTION TRAFFIC CONTROL.
- 5) THIS ITEM SHALL INCLUDE ALL TRAFFIC CONTROL DEVICES NECESSARY TO REGULATE ALL TRAFFIC DURING CONSTRUCTION. THIS ITEM SHALL BE PAID FOR AS A LUMP SUM DUE TO THE MINOR EXTENT OF CONSTRUCTION FOR THE PROJECT. TRAFFIC CONTROL SHALL BE IN ACCORDANCE TO STATE STANDARDS AND THE "MANUAL ON TRAFFIC CONTROL DEVICES", CURRENT EDITION. ALL CONSTRUCTION SIGNS OVER 10 S.F. SHALL BE DOUBLE POSTED. ALL SIGNS AND BARRICADES, WHICH ARE SHOWN WITH THE TYPE 'A' LIGHTS IN THE STANDARD DRAWINGS SHALL HAVE THE CORRESPONDING LIGHT ATTACHED DURING NON-DAYLIGHT HOURS.
TRAFFIC CONTROL DEVICES SHALL BE UTILIZED ALONG US-70 WHEN WORKING NEAR THE END OF THE PROJECT. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN TO CARTER COUNTY AND ODOT DIVISION 7 FOR APPROVAL PRIOR TO CONSTRUCTION ACTIVITIES. COST TO BE INCLUDED IN THE PRICE BID FOR CONSTRUCTION TRAFFIC CONTROL.
- 6) CONTRACTOR SHALL USE OWENS CORNING TRUPAVE, MIRAFI MPM30 (PGM-30), TENSAR GLASPAVE25, OR APPROVED EQUAL FIBERGLASS REINFORCED FABRIC. FABRIC REINFORCEMENT TO BE INSTALLED PER MANUFACTURER'S GUIDELINES. PRICE BID TO INCLUDE THE COST OF BITUMINOUS BINDER PER MANUFACTURER'S INSTALLATION GUIDELINES. PRICE BID TO INCLUDE ALL LABOR, MATERIALS, AND INCIDENTALS NECESSARY FOR INSTALLATION PER MANUFACTURER'S GUIDELINES.
- 7) CONTRACTOR SHALL USE MILLINGS TO SHOULDER UP TO OVERLAY. CONTRACTOR SHALL COORDINATE WITH COUNTY FOR LOCATION TO UTILIZE MILLINGS, ALL COSTS TO BE INCLUDED IN PRICE BID FOR COLD MILLING PAVEMENT. PRICE BID TO INCLUDE THE COST OF ALL INCIDENTALS INCLUDING SEALING END OF BUTT JOINT.
- 8) TACK COAT SHALL MEET THE REQUIREMENTS OF SECTION 407 OF THE STANDARD SPECIFICATIONS.
- 9) INCLUDES 100 TONS TO BE USED AT THE DISCRETION OF THE ENGINEER.
- 10) QUANTITY IS BASED ON DOUBLE YELLOW CENTER STRIPE FOR ENTIRE LENGTH OF PROJECT. CONTRACTOR SHALL MATCH EXISTING CENTER PASSING CONFIGURATION. PAYMENT SHALL BE FOR ACTUAL LENGTH OF STRIPE PLACED BASED ON EXISTING PASSING CONFIGURATION.
- (TC-17) INCLUDES AN ESTIMATED 38,400 L.F. (PAINT) (4" WIDE) WHITE 38,400 L.F. (PAINT)(4" WIDE) YELLOW STRIPE.

DESCRIPTION	REVISIONS	DATE

PAY QUANTITIES					
0100 ROADWAY ITEMS					
ITEM		DESCRIPTION	PAY NOTES	UNIT	QUANTITY
402(E)	0225	TRAFFIC BOUND SURFACE COURSE TYPE E	9,R-25	TON	853
407(B)	0250	TACK COAT	8	GAL	3,848
409(A)	4242	FABRIC REINFORCEMENT	6	S.Y.	49,067
411(C)	5960	SUPERPAVE, TYPE S4 (PG 64-22 OK)	1,2,R-32	TON	5,920
411(D)	5975	SUPERPAVE, TYPE S5 (PG 64-22 OK)	3,R-32	TON	4,184
412	5267	COLD MILLING PAVEMENT	7	S.Y.	100

PAY QUANTITIES					
0300 TRAFFIC ITEMS					
ITEM		DESCRIPTION	PAY NOTES	UNIT	QUANTITY
854(A)	8800	TRAFFIC STRIPE (PAINT) (4" WIDE)	10, TC-17	L.F.	76,800
880(J)	8905	CONSTRUCTION TRAFFIC CONTROL	4,5	L. SUM	1

PAY QUANTITIES					
0640 CONSTRUCTION					
ITEM		DESCRIPTION	PAY NOTES	UNIT	QUANTITY
641	1552	MOBILIZATION		L. SUM	1

DESIGN	BSF	09/17	GUY ENGINEERING SERVICES, INC. SUMMARY OF PAY QUANTITES & NOTES
DRAWN	ALM	09/17	
CHECKED	RRB	09/17	
APPROVED	RRB	09/17	
SQUAD			
COUNTY ... CARTER ... HIGHWAY/ROAD ... CARTER ROAD ...			SHEET NO. ... 3 ...

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SURFACING SUMMARY (CARTER COUNTY)						
STATION EXTENTS	TRAFFIC BOUND SURFACE COURSE TYPE E 402(E)	FABRIC REINFORCEMENT 408(A)	TACK COAT 407(B)	SUPERPAVE. TYPE S4 (PG 64-22 OK) 411(C)	SUPERPAVE. TYPE S5 (PG 64-22 OK) 411(D)	COLD MILLING 412
	TONS	S.Y.	GAL.	TONS	TONS	TONS
CARTER ROAD						
10+00.00 TO 168+90.00	623	40,608	3,046	4,691	3,443	50
TOTALS =	623	40,608	3,046	4,691	3,443	50

SURFACING SUMMARY (CITY OF ARDMORE)						
STATION EXTENTS	TRAFFIC BOUND SURFACE COURSE TYPE E 402(E)	FABRIC REINFORCEMENT 408(A)	TACK COAT 407(B)	SUPERPAVE. TYPE S4 (PG 64-22 OK) 411(C)	SUPERPAVE. TYPE S5 (PG 64-22 OK) 411(D)	COLD MILLING 412
	TONS	S.Y.	GAL.	TONS	TONS	TONS
CARTER ROAD						
168+90.00 TO 202+00.00	130	8,459	635	977	717	50
TOTALS =	130	8,459	635	977	717	50

SUMMARY OF DRIVES (CARTER COUNTY)			
DRIVE/ FIELD ENTRANCE STATION	LENGTH	TACK COAT 407(B)	SUPERPAVE. TYPE S4 (PG 64-22 OK) 411(C)
		L.F.	TONS
15+50.00	LT.	3	1
15+50.00	RT.	3	1
16+30.00	RT.	3	1
18+40.00	RT.	3	1
21+60.00	LT.	3	1
27+80.00	RT.	3	1
30+80.00	LT.	3	1
30+80.00	RT.	3	1
32+50.00	RT.	3	1
33+60.00	RT.	3	1
35+50.00	RT.	3	1
37+40.00	LT.	3	1
38+70.00	LT.	3	1
40+30.00	LT.	3	1
41+30.00	LT.	3	1
42+30.00	RT.	3	1
44+60.00	LT.	3	1
47+00.00	RT.	3	1
49+80.00	LT.	3	1
50+50.00	RT.	3	1
51+60.00	RT.	3	1
61+80.00	LT.	3	1
62+60.00	LT.	3	1
64+40.00	LT.	3	1
69+30.00	RT.	3	1
73+50.00	LT.	0.5	1
76+30.00	LT.	3	1
96+00.00	RT.	3	1
105+00.00	LT.	3	1
106+60.00	LT.	3	1
111+90.00	LT.	3	1
117+00.00	LT.	3	1
117+00.00	RT.	3	1
121+40.00	LT.	3	1
124+60.00	LT.	3	1
126+30.00	LT.	3	1
128+50.00	LT.	3	1
129+80.00	LT.	3	1
133+00.00	LT.	3	1
134+70.00	RT.	3	1
134+90.00	LT.	3	1
135+70.00	LT.	3	1
136+30.00	LT.	3	1
137+00.00	LT.	3	1
137+00.00	RT.	3	1
137+80.00	LT.	3	1
139+10.00	LT.	3	1
139+80.00	LT.	3	1
140+30.00	LT.	3	1
141+20.00	LT.	3	1
141+50.00	LT.	3	1
143+70.00	LT.	3	1
144+40.00	RT.	3	1
146+50.00	LT.	3	1
151+60.00	LT.	3	1
151+60.00	RT.	3	1
156+40.00	RT.	3	1
158+60.00	LT.	3	1
162+20.00	LT.	3	1
162+20.00	RT.	3	1
163+90.00	RT.	3	1
165+80.00	LT.	3	1
TOTALS =		62	62

SUMMARY OF DRIVES (CITY OF ARDMORE)			
DRIVE/ FIELD ENTRANCE STATION	LENGTH	TACK COAT 407(B)	SUPERPAVE. TYPE S4 (PG 64-22 OK) 411(C)
		L.F.	TONS
176+90.00	RT.	3	1
177+30.00	LT.	3	1
177+50.00	RT.	3	1
191+10.00	RT.	3	1
193+90.00	RT.	3	1
199+60.00*	RT.	3	5
TOTALS =		10	21

* GAS STATION DRIVE - CONTRACTOR TO COORDINATE WITH ENGINEER FOR BUMP OUT LENGTHS AND LOCATIONS FOR THIS DRIVE

SUMMARY OF PAVEMENT MARKINGS (CARTER COUNTY)			
STATION EXTENTS	TRAFFIC STRIPE (4" WIDE) WHITE	TRAFFIC STRIPE (4" WIDE) YELLOW	
	L.F.	L.F.	
10+00.00 TO 168+90.00	31,780	31,780	
TOTALS =	31,780	31,780	

SUMMARY OF PAVEMENT MARKINGS (CITY OF ARDMORE)			
STATION EXTENTS	TRAFFIC STRIPE (4" WIDE) WHITE	TRAFFIC STRIPE (4" WIDE) YELLOW	
	L.F.	L.F.	
168+90.00 TO 202+00.00	6,620	6,620	
TOTALS =	6,620	6,620	

STREET RETURN SUMMARY (CARTER COUNTY)					
STREET	STA.	LT/RT	LENGTH	TACK COAT 407(B)	SUPERPAVE. TYPE S4 (PG 64-22 OK) 411(C)
			L.F.	GAL.	TONS
BUSSELL RIDGE	115+60	LT	100	12	25
GOLDEN DR. S.	132+30	LT	100	12	25
GOLDEN DR. N.	138+80	LT	150	17	38
RICKETS LN.	163+60	LT	200	23	50
TOTALS =			64	64	138

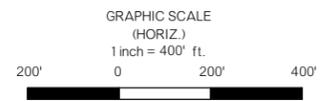
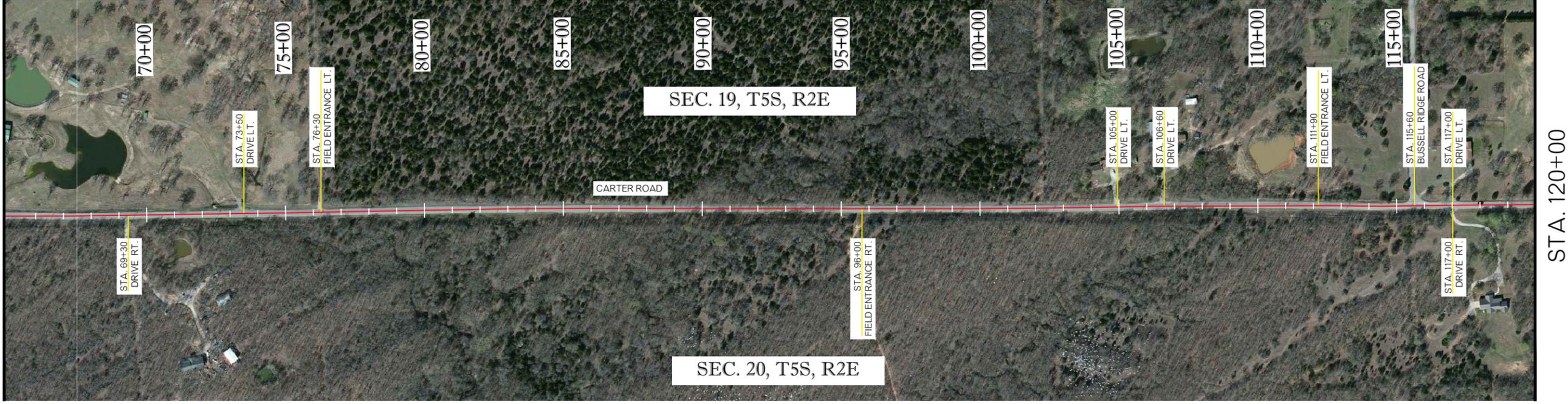
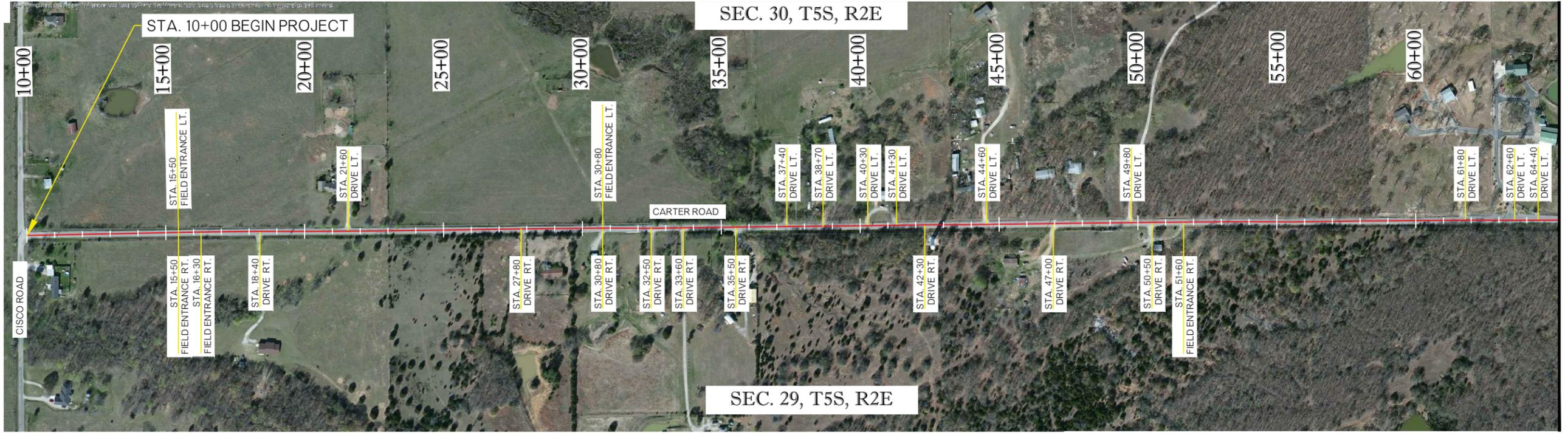
SUMMARY OF MAILBOX WIDENING PLAN (CARTER COUNTY)			
MAILBOX	TACK COAT	SUPERPAVE. TYPE S4 (PG 64-22 OK) 411(C)	SUPERPAVE. TYPE S5 (PG 64-22 OK) 411(D)
	EA	EA	EA
57	29	29	22

SUMMARY OF MAILBOX WIDENING PLAN (CITY OF ARDMORE)			
MAILBOX	TACK COAT	SUPERPAVE. TYPE S4 (PG 64-22 OK) 411(C)	SUPERPAVE. TYPE S5 (PG 64-22 OK) 411(E)
	EA	EA	EA
4	2	2	2

* NOTE: CONTRACTOR TO COORDINATE WITH COUNTY FOR PREFERRED TIE IN METHOD FOR CONCRETE DRIVE LOCATED AT 73+50 LT.

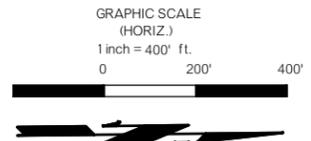
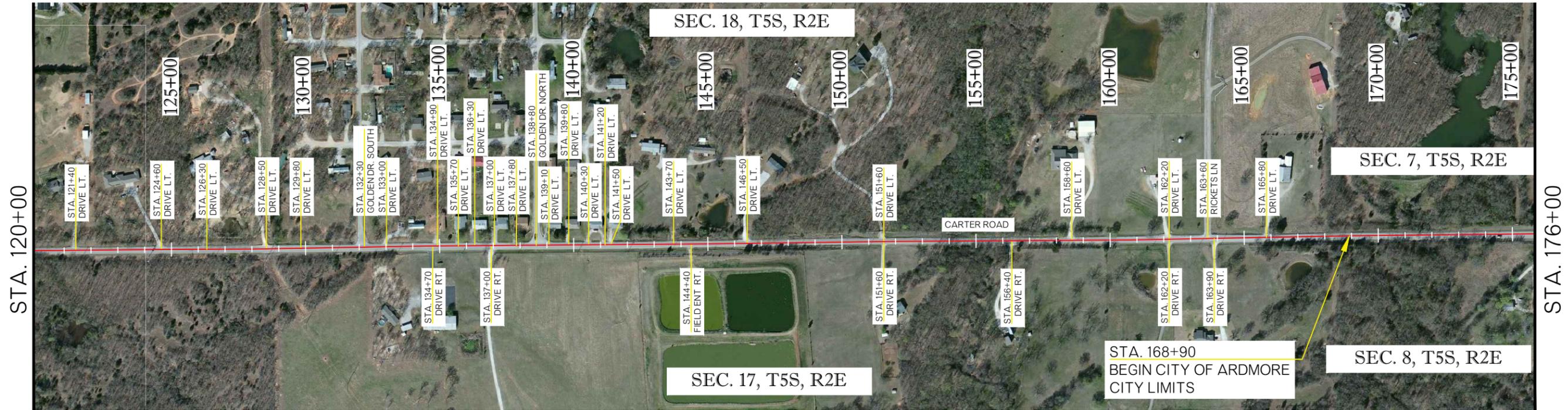
DESIGN	BSF	09/17	GUY ENGINEERING SERVICES, INC. SUMMARY SHEET
DRAWN	ALM	09/17	
CHECKED	RRB	09/17	
APPROVED	RRB	09/17	
SQUAD			
COUNTY CARTER HIGHWAY/ROAD CARTER ROAD			SHEET NO. 4

DESCRIPTION	REVISIONS	DATE



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DESCRIPTION	REVISIONS	DATE



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GENERAL CONDITIONS OF AGREEMENT

SPECIAL CONDITIONS

**ADVERTISEMENT FOR BIDS
FOR
PAVING IMPROVEMENTS
CARTER ROAD**

Carter County Commissioners
Owner

25 "A" Street NW, Suite 200
Address

(580) 223-8414
Telephone

Ardmore, OK 73401
Address

Separate sealed BIDS for the construction of:

Resurfacing of Carter Road from Cisco Road North to US-70.

will be received by Carter County Commissioners at the office of the County Clerk, Carter County Courthouse PO Box 1236, Ardmore, OK 73402, Physical address being 25 "A" Street NW, Suite 200, Ardmore, OK 73401 until 9:00 a.m., (Local Time), February 20th, 2018 and then at said office publicly opened and read aloud.

The **CONTRACT DOCUMENTS** may be examined at the following locations:

Carter County Courthouse, 25 "A" Street NW, Suite 200; Ardmore, OK 73401

Associated Engineering Consultants, Guy Engineering LLC, 1741 W. 33rd St., Ste. 110; Edmond, OK 73013

Copies of the **CONTRACT DOCUMENTS** may be obtained at the office of Associated Engineering Consultants, Guy Engineering LLC, 1741 W. 33rd St., Ste. 110; Edmond, OK 73013 with a 24-hour notice and upon payment of a nonrefundable deposit in the amount of (\$50) for each set.

Board of Carter County Commissioners

Attest: Kayelyn Clubb, Carter County Clerk

Joe David McReynolds, Chairman

Jerry Alvord, Vice Chairman

Bill Baker, Member

Darrelyn Geisler, Purchasing Agent

INFORMATION FOR BIDDERS

Bids will be received by Carter County Commissioners at the office of the County Clerk, Carter County Courthouse PO Box 1236, Ardmore, OK 73402, Physical address being 25 "A" Street NW, Suite 200, Ardmore, OK 73401 until 9:00 a.m., (Local Time), February 20th, 2018 and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to: Carter County Commissioners at PO Box 1236, Ardmore, OK 73402.

Each sealed envelope containing a BID must be plainly marked on the outside as Resurfacing of Carter Road from Cisco Road North to US-70 and the envelope should bear on the outside the BIDDER'S name, address, and license number, if applicable, and the name of the project for which the BID is submitted.

If bid is hand delivered or shipped by Federal Express (FED EX) or United Parcel Service (UPS), the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at Carter County Commissioners, Carter County Courthouse, PO Box 1236, Ardmore, OK 73402, Physical address being 25 "A" Street NW, Suite 200, Ardmore, OK 73401.

If bid is mailed by United States Postal Service (USPS), the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at Carter County Commissioners, Carter County Courthouse, PO Box 1236, Ardmore, OK 73402.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one Copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Bids received more than ninety-six (96) hours before time specified and Bids received after the time set for opening Bids will not be considered and will be returned unopened. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PRODUCT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the contractor from fulfilling any of the conditions of the contract.

Each bid must be accompanied by a bid bond payable to the OWNER for five percent of the total amount of the bid. A certified check may be used in lieu of the bid bond. No bid security is required if bid is \$7,500.00

or less. As soon as the bid prices have been compared, the OWNER will return the bonds of all except the three lowest responsible bidders. The bid bond of the successful bidder will be retained until the Performance Bond, Statutory Bond, Maintenance Bond and Certificate of Insurance have been executed and approved, after which it will be returned. The bid security of the two remaining unsuccessful bidders will be returned after the successful Bidder has entered a contract and has furnished the required bonds and insurance.

A Performance Bond, Statutory Bond and Maintenance Bond each in the amount of 100 percent of the Contract Price with a corporate surety approved by the OWNER will be required for the faithful performance of the Contract.

Attorneys-in-fact who sign Bid Bonds and Performance Bonds must file with each Bond a certified and effective dated Copy of their Power-of-Attorney.

The OWNER shall award a contract to the lowest responsible bidder or bidders within sixty (60) calendar days after bid opening. The OWNER may extend the award period not to exceed fifteen (15) calendar days by formal recorded action and for good cause.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond, Statutory Bond, Maintenance Bond and Certificate of Insurance within ten (10) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In the failure of the Bidder to execute the Agreement, the OWNER may consider the Bidder in default in which case the Bid Bond accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) calendar days of receipt of acceptable Agreement, Bonds and Certificate of Insurance signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such NOTICE of withdrawal shall be effective upon receipt of the NOTICE by the OWNER.

The Notice to Proceed shall be issued by the OWNER within ten (10) calendar days of the execution of the Agreement, approval of Bonds and approval of the Certificate of Insurance. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

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

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsive responsible BIDDER.

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

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

The successful BIDDER will be required to meet all requirements of the Underground Facilities Damage Prevention Act when engaged in work within public right-of-way.

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

When alternates are used, the low BIDDERS will be selected by the lowest and best BID considering all BIDS which include the selected alternate BIDS.

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

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The Contractor will be required to begin work within ninety (90) calendar days of the date shown on the Notice to Proceed.

The time for completion is no more than thirty (30) consecutive calendar days after the contractor begins work.

Liquidated damages will be \$2,000.00 per calendar day.

In the event of a conflict between the plans and specifications, the specifications will govern.

The following items will be submitted with the bid:

1. Statement of Qualifications
2. Bid Proposal
3. Bid Schedule
4. Business Relationship Affidavit
5. Non-Collusion Affidavit
6. Payroll Affidavit
7. Bid Bond

All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing in accordance with the Request for Information form. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda or Request for Information mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than seven (7) days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

The Engineer is: Associated Engineering Consultants, Guy Engineering LLC

Project Manager: Ryan Bellatti, P.E.

Address: 1741 W. 33rd St., Ste. 110; Edmond, OK 73013

Phone Number: (539) 424-5081, Fax Number: (918) 512-2277

Email: ryan-b@guyengr.com

STATEMENT OF QUALIFICATIONS:

Bidder

Address

Similar Projects Completed by Bidder:

1. NAME OF PROJECT: _____ ADDRESS:
OWNER: _____

DATE STARTED: _____ DATE COMPLETED: _____

APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: _____

2. NAME OF PROJECT: _____ ADDRESS:
OWNER: _____

DATE STARTED: _____ DATE COMPLETED: _____

APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: _____

3. NAME OF PROJECT: _____ ADDRESS:
OWNER: _____

DATE STARTED: _____ DATE COMPLETED: _____

APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: _____

4. NAME OF PROJECT: _____ ADDRESS:
OWNER: _____

DATE STARTED: _____ DATE COMPLETED: _____

APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: _____

NOTE: This form is to submitted with the bid.

BID PROPOSAL

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____ doing business as _____. To the Carter County Commissioners (hereinafter called "OWNER") in compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of:.....

_____ in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein and at the prices stated below. By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract within ninety (90) days of the date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within thirty (30) consecutive calendar days once work has commenced thereafter BIDDER further agrees to pay as liquidated damages, the sum of \$2,000.00 for each consecutive calendar day thereafter.

No BIDDER may withdraw a BID within 60 days after the actual opening thereof. Each BID must be accompanied by a BID BOND payable to OWNER for 5% of the amount bid.

BIDDER acknowledges receipt of the following ADDENDUM: _____

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum given in the Bid Schedule.

Respectfully Submitted,

Signature

Firm Name

Title

Address

Employee I.D. No.

Address

(SEAL) – If BID is by a corporation

Telephone No.

Fax Number

ATTEST:

Secretary/Witness

Date

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

SCHEDULE OF ITEMS (BID FORM)
Carter Road Surfacing
Project No. Carter Road

0100 ROADWAY ITEMS						
ITEM	SPEC. NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
1	402(E)	TRAFFIC BOUND SURFACE COURSE TYPE E	TON	853		
2	407(B)	TACK COAT	GAL	3,848		
3	409(A)	FABRIC REINFORCEMENT	S.Y.	49,067		
4	411(C)	SUPERPAVE, TYPE S4 (PG 64-22 OK)	TON	5,920		
5	411(D)	SUPERPAVE, TYPE S5 (PG 64-22 OK)	TON	4,184		
6	412	COLD MILLING PAVEMENT	S.Y.	100		
0100 ROADWAY ITEMS SUB-TOTAL =						
0300 TRAFFIC ITEMS						
ITEM	SPEC. NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
7	854(A)	TRAFFIC STRIPE (PAINT) (4" WIDE)	L.F.	76,800		
8	880(J)	CONSTRUCTION TRAFFIC CONTROL	L. SUM	1		
0300 TRAFFIC ITEMS SUB-TOTAL =						
0640 CONSTRUCTION						
ITEM	SPEC. NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
9	641	MOBILIZATION	L. SUM	1		
0640 CONSTRUCTION SUB-TOTAL =						
TOTAL BID =						

BID SUMMARY FOR CARTER ROAD

TOTAL BID FOR CARTER ROAD: _____

Contractor Name: _____

Bidder's Signature: _____

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

BUSINESS RELATIONSHIP AFFIDAVIT

State of _____)
) ss.
County of _____)

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

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

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

(If none of the business relationships hereinabove mentioned exist; affiant should so state.)

Affiant's Signature

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

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

BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____, as Surety, are hereby held and firmly bound unto Carter County Commissioners, as OWNER in the penal sum of:

_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed, this ____ day of _____, 20 ____.

The Condition of the above obligation is such that whereas the Principal has submitted to Carter County Commissioners a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the: _____.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (property completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor, furnishing materials in connection therewith, and shall in all other respects perform the agreement 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 obligations 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 said Surety does hereby waive notice of any such extension.

IN WITNESS THEREOF, the Principal and the Surety have hereunto 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.

Principal

ATTEST: (if by Corporation)

Surety

Name & Title

By: _____

Corporate Seal

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

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

NOTICE OF AWARD

To: _____

Project Description: _____

The OWNER has considered the BID submitted by you for the above described WORK in the response to its Advertisement for Bids dated _____, 20____ and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of:
\$_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, STATUTORY BOND, MAINTENACE BOND and certificate of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the OWNER. Dated this _____ day of _____, 20_____.

Carter County Commissioners
OWNER

By: _____

Title: Commissioner District No. 1

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____ this _____ day of _____, 20_____.

By: _____ Title: _____

CONTRACT

This Contract, made and entered into by and between:

as Party of the First Part, hereinafter designated as the CONTRACTOR, and the Carter County Commissioners as Party of the Second Part, hereinafter designated as the OWNER.

WITNESSETH: That whereas the said Contractor is the lowest and best bidder for:

_____ for the total bid price as accepted of: _____ Dollars, (_____)

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

The Contractor will commence said work within ten (90) days from the date of the Notice to Proceed and perform same vigorously and continuously and complete the base bid within sixty (30) consecutive calendar days thereafter, see special conditions for additional allowable calendar day details.

Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified plus any extensions thereof approved by change order. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$2,000.00 for each calendar day that expires after contract time until construction is complete.

Contractor and Owner agree that, in addition to liquidated damages, the Contractor shall pay the costs of Engineer's construction observation and construction engineering services for all necessary time expended during the period that Contractor is in liquidated damages at the Engineer's normal hourly rates.

It is expressly understood that the cost for Liquidated Damages and Engineer's services during the period that the Contractor is in liquidated damages will be withheld from each Contractor's monthly pay estimate.

It is agreed that payment for the aforesaid work or material will be made under the terms of the Contractor's bid as accepted as provided in the specifications, and that upon final completion of this contract work, the Contractor will receive the full compensation payment less liquidated damages and engineering fees if applicable, according to the schedule of prices as contained in his bid as accepted and that upon the receipt by said Contractor of said final claim, the same shall be in full for all claims of every kind and description said Contractor may have by reason of having entered into or arising out of this contract.

All documents contained herein as stated in the Table of Contents including the Notice to Bidders (Advertisement), Special Conditions, Instructions to Bidders, Contractor's Bid Proposal, Performance and Payment Bonds (when required), Special Bonds (when required), General Conditions of Agreement,

Technical Specifications, Plans, and all modifications thereof incorporated into any of the documents before the execution of the Agreement are hereby referred to and by reference thereto made a part of this contract as if fully written in detail herein or attached hereto.

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the ____ day of _____, 20____.

SEAL _____ Contr
actor

(Signature)

ATTEST

(Signature) BY: _____
Title: _____ Title: _____

Carter County Commissioners
OWNER

SEAL

ATTEST: _____
(Signature)

(Signature) By: Joe David McReynolds
Title: _____ Title: Carter County Commissioner, Dist. No. 1

PERFORMANCE BOND

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

The condition of this obligation is such that, whereas said Principal entered into a written Contract with Carter County Commissioners, dated _____, 20____, for **Resurfacing of Carter Road from Cisco Road North to US-70** all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of:

Carter County Commissioners, 107 1st Ave. SW; Ardmore, OK 73401

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

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of 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 said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly-authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its Attorney-In-Fact, duly authorized to do so, the day and year set forth below.

Dated this _____ day of _____, 20_____.

ATTEST: Principal: _____

By: _____
Witness as to Principal (Signature)

By: _____
(Signature)

Typed Name and Title

Typed Name and Title

(SEAL)

ATTEST:

By: _____
Witness as to Surety (Signature)

Typed Name and Title

Surety: _____

By: _____
Surety's Agent (Signature)

Typed Name and Title

(SURETY SEAL)

By: _____
Attorney-in-Fact (Signature)

Typed Name and Title

**NOTE: Date of bond must not be prior to date of contract.
If contractor is partnership, all partners should execute bond.**

STATUTORY BOND

No. _____

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

Dated this _____ day of _____, 20_____.

WHEREAS, the said _____ did on _____ enter into a certain contract with Carter County Commissioners for the Resurfacing of Carter Road from Cisco Road North to US-70;

And WHEREAS, this bond is given in compliance with Oklahoma Statutes Annotated, 1941, Title 61, Sections 1 and 2, as amended;

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

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

ATTEST:

Principal: _____

By: _____

By: _____

Witness as to Principal (Signature)

(Signature)

Typed Name and Title

Typed Name and Title

(SEAL)

ATTEST:

Surety: _____

By: _____

By: _____

Witness as to Surety (Signature)

Surety's Agent (Signature)

Typed Name and Title

Typed Name and Title

(SURETY SEAL)

By: _____

Attorney-in-Fact (Signature)

Typed Name and Title

MAINTENANCE BOND

WHEREAS, the undersigned, _____ has executed a certain Contract dated the _____ of _____, 20____, designated and known as Contract for the Resurfacing of Carter Road from Cisco Road North to US-70

including all of the work mentioned and described in said Contract, and to be performed by the undersigned strictly and punctually in accordance with the terms, conditions, plans and specifications thereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That _____ as principal, and _____ as Surety, are jointly and severally, firmly held and bound unto the Carter County Commissioners (hereinafter "OWNER") in the sum of: _____

_____ Dollars (\$_____) lawful money of the United States of America, same being the approximate cost of the Contract herein referred to, for the payment of which sum well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this Bond is such that the said Principal and Surety herein named do hereby agree and bind themselves unto and guarantee the "OWNER" that the said improvements, including materials, workmanship and all work done under said contract were such that the same shall endure without need of any repair whatsoever for a period of one (1) year from and after the formal acceptance of said project resolution of the duly appointed governing body of the "OWNER" and that at the expense of said Principal and/or Surety, that such work performed under said Contract shall be kept and maintained in a first-class condition for a period of one (1) year as herein provided that all pavement cracks, pavement failures, or pavement layer separation occurring or arising from any cause whatsoever within said period of one (1) year, shall be promptly repaired and at all times during the said period of one (1) year, maintained by said Principal and/or Surety, without NOTICE being given; and it being further agreed that upon the neglect, failure or refusal of the Principal to make any needed repairs upon said project or any work connected therewith within ten (10) calendar days after NOTICE to said Principal by letter deposited in the United States mail, addressed to said Principal at: Carter County Commissioners, 107 1st Ave. SW; Ardmore, OK 73401

that the said Principal and Surety shall jointly and severally be liable to the Carter County Commissioners for the costs and expenses of making such repairs or making good such defects or imperfections.

NOW, THEREFORE, if the said Principal and surety shall faithfully and securely keep and perform all of the obligations herein provided to be kept and performed by them, or either of them, then this obligation shall be null and void and of no force and effect, otherwise to be and remain in full force and effect at all times.

Signed, sealed and delivered this _____ day of _____, 20_____.

ATTEST:

Principal: _____

By: _____
Witness as to Principal (Signature)

By: _____
(Signature)

Typed Name and Title

Typed Name and Title

(SEAL)

ATTEST:

Surety: _____

By: _____
Witness as to Surety (Signature)

By: _____
Surety's Agent (Signature)

Typed Name and Title

Typed Name and Title

(SURETY SEAL)

By: _____
Attorney-in-Fact (Signature)

Typed Name and Title

**NOTE: Date of bond must not be prior to date of contract.
If contractor is partnership, all partners should execute bond.**

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located).

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input type="checkbox"/>	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/DP AGG	\$
							\$
A	<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____				COMBINED SINGLE LIMIT (Each Occurrence)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
A	<input type="checkbox"/>	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A	<input type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
A	<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
	<input type="checkbox"/>	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Payne County Commissioners
 315 W. 6th Street
 Ste. 203
 Stillwater, OK 74074

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 15 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

NOTICE TO PROCEED

AUTHORIZED REPRESENTATIVE

To: _____

Date: _____

Project: **Resurfacing of Carter Road from Cisco Road North to US-70**

You are hereby notified to commence WORK in accordance with the Agreement dated _____, on or before _____, 20____, and you are to begin WORK within ninety (90) consecutive calendar days and complete the WORK within thirty (30) consecutive calendar days once WORK has commenced. The date of completion of all WORK is therefore no later than _____, 20____.

Carter County Commissioners
OWNER

By: _____
(Signature)

Name: Joe David McReynolds
Print or Type

Title: Carter County Commissioner Dist. No 1

ACCEPTANCE OF NOTICE:
Receipt of the above NOTICE TO
PROCEED is hereby acknowledged by:

(Contractor)

Dated _____, 20_____.

By: _____
(Signature)

Title: _____
(Print or Type)

CERTIFICATE OF APPROVAL

I, the undersigned County Clerk, the duly authorized and acting legal representative of Carter County Commissioners, Carter County, Oklahoma, do hereby certify as follows:

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

Dated this _____ day of _____, 20_____.

Attorney

Carter County Commissioners

Carter County, Oklahoma

RELEASE OF CLAIMANTS

Date: _____

Project: Resurfacing of Carter Road from Cisco Road North to US-70
Carter County Commissioners

Dear Sir:

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

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

WARNING

The making of any false statement or representation herein may be a crime punishable under Title 18 U.S.C. §1001
which provides in part: "Whoever, in any matter within the jurisdiction of any department or agency of the United
States knowingly and willfully makes false representation, or makes or uses any false writing or document knowing the
same to contain any false, fictitious, or fraudulent statement or entry, shall be fined not more than \$10,000.00 or
imprisoned not more than five years, or both."

Sincerely,

Contractor: _____

By: _____
(Signature)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Contractor's Application For Payment No. _____

	Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer)
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

APPLICATION FOR PAYMENT

Change Order Summary

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

CONTRACTOR'S CERTIFICATION

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

By: _____	Date: _____
-----------	-------------

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

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Progress Estimate (LUMP SUM BIDS)

Contractor's Application

For (contract):				Application Number:				
Application Period:				Application Date:				
A		B	Work Completed		E	F		G
Item		Scheduled Value	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (E) / B	Balance to Finish (B - F)
Specification Section No.	Description		From Previous Application (C + D)	This Period				
Totals								

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Stored Material Summary

Contractor's Application

For (contract):					Application Number:				
Application Period:					Application Date:				
A	B	C	D		E		F		G
Invoice No.	Shop Drawing Transmittal No.	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)
			Date (Month/Year)	Amount (\$)	Amount (\$)	Subtotal	Date (Month/Year)	Amount (\$)	
		Totals							

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Change Order

No. _____

Date of Issuance: _____ Effective Date: _____

Project: Resurfacing of Carter Road from Cisco Road North to US-70	Owner: Carter County Commissioners	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description: _____

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ _____	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____		Date: _____

Certificate of Substantial Completion

Project: Resurfacing of Carter Road from Cisco Road North to US-70	Owner: Carter County Commissioners	Owner's Contract No.:
Contract:	Date of Contract:	
Contractor:	Engineer's Project No.:	

This [tentative] [definitive] Certificate of Substantial Completion applies to:

All Work under the Contract Documents:
 The following specified portions:

_____ Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto. This list may not be all- inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

Amended Responsibilities
 Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer	Date
Accepted by Contractor	Date
Accepted by Owner	Date

Request for Information No. _____
 Request for Clarification No. _____

Project Name: Resurfacing of Carter Road from Cisco Road North to US-70

Date:

Owner: Carter County Commissioners

Project No.:

Requested by: (Name)

Contractor: (Company)

Specification Section or Plan Sheet Reference:

INFORMATION REQUESTED:

RESPONSE:

ANSWERED BY:

Guy Engineering, Project Manager

Date

Work Change Directive

WCD No. _____

Project Name: Resurfacing of Carter Road from Cisco Road North to US-70	Date:
Owner: Carter County Commissioners	Project No.:

Description of Work:

Goal/Justification:

Additional Time Allowed: _____ days (If Applicable)

Cost of Work: _____ Estimated
(Attached detailed cost breakdown, if required) Actual

Previous WCD Total: _____

Total WCD to Date: _____

Approved By:

Owner/Title Date

Contractor/Title Date

Guy Engineering, Project Manager Date

Field Order

FO No. _____

Project Name: Resurfacing of Carter Road from Cisco Road North to US-70	Date:
Owner: Carter County Commissioners	Project No.:

Initiated By: Owner

- Contractor
- Other (Name Below)

- Engineer
- Resident Project Representative

Description of Work:

Goal/Justification:

Quantities Affected:

Time Affected:

Sketch Attached:

- Yes
- No

This document is to be approved by the Project Manager on the date

- Prior to Implementation
- After Implementation

Approved By:

Contractor/Title

Date

Guy Engineering, Project Manager

Date

Property Owner's Release

I, _____ (Print
Name of Property Owner)

attest that the property known as

_____ (Address or
Legal Description)

has been left in acceptable condition and do hereby release

_____ (Project
Owner)

from any and all claims related to work performed on said property.

Property Owner:

(Signature)

(Date)

Witness:

(Signature)

CONTRACTOR'S CERTIFICATION AND GUARANTEE

Date:

Project:

Owner:

Contractor:

_____ hereby certifies that all work on the above referenced project has been completed in accordance with the contract documents for the project.

We also certify that all bills have been paid and upon receipt of \$ _____, representing final project payment, we do hereby waive our right to lien against the above project.

Furthermore, we guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the effective date of completion, _____.

By: _____

Date: _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

EXHIBIT E

This is EXHIBIT E, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____.

NOTICE OF ACCEPTABILITY OF WORK

PROJECT: Resurfacing of Carter Road from Cisco Road North to US-70

OWNER: Carter County Commissioners

EFFECTIVE DATE OF THE CONSTRUCTION AGREEMENT:

CONSTRUCTION CONTRACT DATE:

ENGINEER: Guy Engineering

To: Carter County Commissioners
OWNER

And To: TBD
AGENCY

And To: TBD
CONTRACTOR

The Engineer hereby gives notice to the above Owner, Agency, and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated ____, and the terms and conditions set forth on the reverse side of this Notice.

By: _____

Title: _____

Dated: _____

(Reverse side of
Notice)

CONDITIONS OF NOTICE OF ACCEPTABILITY OF
WORK

The Notice of Acceptability of Work ("Notice") on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the date hereof.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner and under the Construction Contract referred to on the front side of this Notice, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract referred to on the front side of this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

GENERAL CONDITIONS OF AGREEMENT

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GENERAL CONDITIONS

1. DEFINITIONS OF TERMS

1.01 OWNER, CONTRACTOR, AND ENGINEER

The OWNER, the CONTRACTOR, and the ENGINEER are those persons or organizations identified as such in the Agreement and are referred to throughout the Contract Documents as if singular in number and masculine in gender. The term ENGINEER means the ENGINEER or his duly authorized representative. The ENGINEER shall be understood to be the ENGINEER of the OWNER, and nothing contained in the Contract Documents shall create any contractual or agency relationship between the ENGINEER and the CONTRACTOR.

1.02 CONTRACT DOCUMENTS

The Contract Documents shall consist of all documents contained herein as stated in the Table of Contents including the Notice of Bidders (Advertisement), Special Conditions, Instructions to Bidders, Proposal, signed Agreement, Performance and Payment Bonds (when required), Special Bonds (when required), General Conditions of Agreement, Technical Specifications, Plans, and all modifications thereof incorporated in any of the documents before the execution of the Agreement.

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of interpretation shall be in the following order: Signed Agreement, Performance and Payment Bonds, Special Bonds (if any), Proposal, Special Conditions of Agreement, Notice to Contractors, Technical Specifications, Plans, and General Conditions of Agreement.

1.03 SUB-CONTRACTOR

The term SUB-CONTRACTOR, as employed herein, includes only those having direct contract with the CONTRACTOR and it includes one who furnished material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

1.04 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual or to member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

1.05 WORK

The CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, services, insurance, and all water, light, power, fuel, transportation, and other facilities necessary for the execution and complete of the work covered by the Contract Documents. Unless otherwise specified, all materials shall be new and both workmanship and

materials shall be of good quality. The CONTRACTOR shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

1.06 EXTRA WORK

The term "Extra Work" as used in this contract shall be understood to mean and include all work that may be required by the ENGINEER or OWNER to be done by the CONTRACTOR to accomplish any change, alteration or addition to the work shown upon the plans, or reasonably implied by the specifications, and not covered by the CONTRACTOR'S Proposal, except as provided under "Changes and Alterations", herein.

1.07 WORKING DAY

A "Working Day" is defined as any day not including Saturdays, Sundays, or legal holidays, in which weather or other conditions, not under the control of the CONTRACTOR, will permit construction of the principal units of the work for a period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m.

1.08 CALENDAR DAY

"Calendar Day" is any day of the week or month, no days being excepted.

1.09 SUBSTANTIALLY COMPLETED

By the term "Substantially Completed" is meant that the structure has been made suitable for use or occupancy or the facility is in condition to serve its intended purpose, but still may require minor miscellaneous work and adjustment.

2. RESPONSIBILITIES OF THE ENGINEER AND THE CONTRACTOR

2.01 OWNER-ENGINEER RELATIONSHIP

The ENGINEER will be the OWNER'S representative during construction. The duties, responsibilities and limitations of the ENGINEER as the OWNER'S representative during construction are as set forth in the Contract Documents and shall not be extended or limited without written consent of the OWNER and ENGINEER. The ENGINEER will advise and consult with the OWNER, and all of the OWNER'S instructions to the CONTRACTOR shall be issued through the ENGINEER.

2.02 PROFESSIONAL INSPECTION BY ENGINEER

The ENGINEER shall make periodic visits to the site to familiarize himself generally with the progress of the executed work and to determine if such work generally meets the essential performance and design features and the technical and functional engineering requirements of the Contract Documents; provided and except, however, that the ENGINEER shall not be

responsible for making any detailed, exhaustive, comprehensive or continuous on-site inspection of the quality or quantity of the work or be in any way responsible, directly, or indirectly, for the construction means, methods, techniques, sequences, quality, procedures, programs, safety precautions, or lack of same incident thereto or in connection therewith. Notwithstanding any other provision of this agreement or any other Contract Document, the ENGINEER shall not be in any way responsible or liable for any acts, errors, omissions or negligence of the CONTRACTOR, any SUB-CONTRACTOR or any of the CONTRACTOR'S or SUB-CONTRACTOR'S agents, servants, or employees, or any other person, firm, or corporation performing or attempting to perform any of the work.

2.03 PAYMENTS FOR WORK

The ENGINEER shall review CONTRACTOR'S applications for payment and supporting data, determine the amount owed to the CONTRACTOR and approve in writing, payment to CONTRACTOR in such amounts; such approval of payment to CONTRACTOR constitutes a representation to the OWNER of ENGINEER'S professional judgement that the work has progressed to the point indicated to the best of his knowledge, information and belief, but such approval of an application for payment to CONTRACTOR shall not be deemed as a representation by ENGINEER that ENGINEER has made any examination to determine how or for what purpose CONTRACTOR has used the moneys paid on account of the Contract price.

2.04 INITIAL DETERMINATIONS

The ENGINEER initially shall determine all claims, disputes and other matters in question between the CONTRACTOR and the OWNER relating to the execution or progress of the work or the interpretation of the Contract Documents and the ENGINEER'S decision shall be rendered in writing within a reasonable time.

2.05 OBJECTIONS

In the event the ENGINEER renders any decision which, in the opinion of either party hereto, is not in accordance with the meaning and intent of this contract, either party may file with the ENGINEER within thirty (30) calendar days his written objection to the decision if no written objection is received within thirty (30) calendar days, the decision will be considered final.

2.06 LINES AND GRADES

Unless otherwise specified, all lines and grades shall be furnished by the CONTRACTOR or his representative.

2.07 CONTRACTOR'S DUTY AND SUPERINTENDENCE

The CONTRACTOR shall give adequate attention to the faithful prosecution and completion of this contract and shall keep on the work, during its progress, a competent superintendent and any necessary assistants. The superintendent shall represent the CONTRACTOR in his absence and all directions given to him shall be as binding as if given to the CONTRACTOR.

The CONTRACTOR is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing his work under this contract, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements, the OWNER and ENGINEER being interested only in the result obtained and conformity of such completed improvements to the plans, specifications and contract.

Likewise, the CONTRACTOR shall be solely responsible for the safety of himself, his employees and other persons, as well as for the protection of the safety of the improvements being erected and the property of himself or any other person, as a result of his operations hereunder. Engineering construction drawings and specifications as well as any additional information concerning the work to be performed passing from or through the ENGINEER shall not be interpreted as requiring or allowing CONTRACTOR to deviate from the plans and specifications, the intent of such drawings, specifications and any other such instructions being to define with particularity the agreement of the parties as to the work the CONTRACTOR is to perform. CONTRACTOR shall be fully and completely liable, at his own expense, for design, construction, installation and use, or non-use, of all items and methods incident to performance of the contract, and for all loss, damage or injury incident thereto, either to person or property, including, without limitation, the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, and similar items or devices used by him during construction.

Any review of work in process, or any visit or observation during construction, or any clarification of plans and specifications, by the ENGINEER, or any agent, employee, or representative of either of them whether through personal observation on the project site or by means of approval of shop drawings for temporary construction or construction processes, or by other means or method, is agreed by the CONTRACTOR to be for the purpose of observing the extent and nature of work completed or being performed, as measured against the drawings and specifications constituting the contract, or for the purpose of enabling CONTRACTOR to more fully understand the plans and specifications so that the completed construction work will conform thereto, and shall in no way relieve the CONTRACTOR from full and complete responsibility for the proper performance of his work on the project, including but without limitation the propriety of means and methods of the CONTRACTOR in performing said contract, and the adequacy of any designs, plans or other facilities for accomplishing such performance. Deviation by the CONTRACTOR from plans and specifications that may have been in evidence during any such visitation or observation by the ENGINEER, or any of his representatives, whether called to the CONTRACTOR'S attention or not shall in no way relieve CONTRACTOR from his responsibility to complete all work in accordance with said plans and specifications.

2.08 CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the CONTRACTOR has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all

other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the OWNER or ENGINEER either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

2.09 CHARACTER OF WORKMEN

The CONTRACTOR agrees to employ only orderly and competent men, skillful in the performance of the type of work required under this contract, to do the work; and agrees that whenever the ENGINEER shall inform him in writing that any man or men on the work are, in his opinion, incompetent, unfaithful or disorderly, such man or men shall be discharged from the work and shall not again be employed on the work without the ENGINEER'S written consent.

2.10 CONTRACTOR'S BUILDING

The building of structures for housing men, or other forms of protection, will be permitted only at such places as the ENGINEER shall direct, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in a manner satisfactory to the ENGINEER.

2.11 SANITATION

Necessary sanitation conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained by the CONTRACTOR in such manner and at such points as shall be approved by the ENGINEER, and their use shall be strictly enforced.

2.12 SHOP DRAWINGS (Deleted)

2.13 PRELIMINARY APPROVAL

The ENGINEER shall not have the power to waive the obligations of this contract for furnishing by the CONTRACTOR of good material, and of his performing good work as herein described, and in full accordance with the plans and specifications. No failure or omission of the ENGINEER to discover, object to or condemn any defective work or material shall release the CONTRACTOR from the obligation to at once tear out, remove and properly replace the same at any time prior to final acceptance upon the discovery of said defective work or material; provided, however, that the ENGINEER shall, upon request of the CONTRACTOR, inspect and accept or reject any material furnished, and in event the material has been once accepted by the ENGINEER, such acceptance shall be binding on the OWNER, unless it can be clearly shown that such material furnished does not meet the specifications for this work.

Any questioned work may be ordered taken up or removed for re-examination, by the ENGINEER, prior to final acceptance, and if found not in accordance with the specifications for said work, all expense of removing, re-examination and replacement shall be borne by the CONTRACTOR, otherwise the expense thus incurred shall be allowed as EXTRA WORK, and shall be paid for by the OWNER; provided that, where inspection or approval is specifically required by the specifications prior to performance of certain work, should the CONTRACTOR proceed with such work without requesting prior inspection or approval he shall bear all expense of taking up, removing, and replacing this work if so directed by the ENGINEER.

2.14 DEFECTS AND THEIR REMEDIES

It is further agreed that if the work or any part thereof, or any material brought on the site of the work for use in the work or selected for the same, shall be deemed by the ENGINEER as unsuitable or not in conformity with the specifications, the CONTRACTOR shall, after receipt of written notice thereof from the ENGINEER, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract.

2.15 CHANGES AND ALTERATIONS

The CONTRACTOR further agrees that the OWNER may make such changes and alterations as the OWNER may see fit, in the line, grade, form, dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of this contract and the accompanying Performance and Payment Bonds.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with, except as provided for unit price items under Section 5 "Measurement and Payment." If the amount of work is increased, and the work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price, if any, established for such work under this contract, except as provided for unit price items under

Section 5 "Measurement and Payment;" otherwise, such additional work shall be paid for as provided under Extra Work. In case the OWNER shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the OWNER shall recompense the CONTRACTOR for any material or labor so used, and for any actual loss occasioned by such change, due to actual expenses incurred in preparation for the work as originally planned.

3. GENERAL OBLIGATIONS AND RESPONSIBILITIES

3.01 KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE.

The ENGINEER shall furnish the CONTRACTOR with three (3) copies of all plans and specifications without expense to him, and the CONTRACTOR shall keep one copy of the same constantly accessible on the work, with the latest revisions noted thereon.

3.02 OWNERSHIP OF DRAWINGS

All drawings, specifications and copies thereof furnished by the ENGINEER shall not be reused on other work, and, with the exception of the signed contract sets, are to be returned to him on request, at the completion of the work. All drawings and specifications are the property of the OWNER.

3.03 ADEQUACY OF DESIGN

It is understood that the OWNER believes it has employed competent engineer and designers. It is, therefore, agreed that the OWNER shall be responsible for the adequacy of the design, sufficiency of the Contract Documents, the safety of the structure and the practicability of the operations of the completed project; provided the CONTRACTOR has complied with the requirements of the said Contract Documents, all approved modifications thereof, and additions and alterations thereto approved in writing by the OWNER. The burden of proof of such compliance shall be upon the CONTRACTOR to show that he has complied with the said requirements of the Contract Documents, approved modifications thereof and all approved additions and alterations thereto.

3.04 RIGHT OF ENTRY

The OWNER reserves the right to enter the property or location on which the works herein contracted for are to be constructed or installed, by such agent or agents as he may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as said OWNER may desire.

3.05 COLLATERAL CONTRACTS

The OWNER agrees to provide by separate contract or otherwise, all labor and material essential to the completion of the work specifically excluded from this contract, in such manner as not to delay the progress of the work, or damage said CONTRACTOR, except where such delays are specifically mentioned elsewhere in the Contract Documents.

3.06 DISCREPANCIES AND OMISSIONS

It is further agreed that it is the intent of this contract that all work must be done and all material must be furnished in accordance with the generally accepted practice, and in the event of any discrepancies between the separate contract documents, the priority of interpretation defined under "Contract Documents" shall govern. In the event that there is still any doubt as to the meaning and intent of any portion of the contract, specifications or drawings, the ENGINEER shall define which is intended to apply to the work.

3.07 EQUIPMENT, MATERIALS, AND CONSTRUCTION PLANT

The CONTRACTOR shall be responsible for the care, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, all means of construction, and any and all parts of the work, whether the CONTRACTOR has been paid, partially paid, or not paid for such work, until the entire work is completed and accepted.

3.08 DAMAGES

In the event the CONTRACTOR is damaged in the course of the completion of the work by the act, neglect, omission, mistake or default of the OWNER, or of the ENGINEER, or of any other CONTRACTOR employed by the OWNER upon the work, thereby causing loss to the CONTRACTOR, the OWNER agrees to reimburse the CONTRACTOR for such loss. In the event the OWNER is damaged in the course of the work by the act, negligence, omission, mistake or default of the CONTRACTOR, or should the CONTRACTOR unreasonably delay the progress of the work being done by others on the job so as to cause loss for which the OWNER becomes liable, then the CONTRACTOR shall reimburse the OWNER for such loss.

3.09 PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

The CONTRACTOR shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America except where incompatible with Federal, State, or Municipal laws or regulations. The CONTRACTOR shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the CONTRACTOR, acting at his discretion as an independent contractor.

3.10 PERFORMANCE AND PAYMENT BONDS

Unless otherwise specified, it is further agreed by the parties to this Contract that the CONTRACTOR will execute separate performance and payment bonds, each in the sum of one hundred (100) percent of the total contract price, in standard forms for this purpose, guaranteeing faithful performance of the work and the fulfillment of any guarantees required, and further guaranteeing payment to all persons supplying labor and materials or furnishing him any equipment in the execution of the Contract, and it is agreed that this Contract shall not be in effect until such performance and payment bonds are furnished and approved by the OWNER.

Unless otherwise approved in writing by the OWNER, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States.

Unless otherwise specified, the cost of the premium for the performance and payment bonds shall be included in the CONTRACTOR'S proposal.

3.11 LOSSES FROM NATURAL CAUSES

Unless otherwise specified, all loss or damage to the CONTRACTOR arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstance in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the CONTRACTOR at his own cost and expense.

3.12 PROTECTION OF ADJOINING PROPERTY

The said CONTRACTOR shall take proper Means to protect the adjacent or adjoining property or properties in any way encountered, which might be injured or seriously affected by any process of construction to be undertaken under this Agreement, from any damage or injury by reason of said process of construction; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property. The CONTRACTOR agrees to indemnify, save and hold harmless the OWNER and ENGINEER against any claim or claims for damages due to any injury to any adjacent or adjoining property, arising or growing out of the performance of the contract; but any such indemnity shall not apply to any claim of any kind arising out of the existence or character of the work.

3.13 PROTECTION AGAINST CLAIMS OF SUB-CONTRACTORS, LABORERS, MATERIALMEN AND FURNISHERS OF MACHINERY, EQUIPMENT, AND SUPPLIES

The CONTRACTOR agrees that he will indemnify and save the OWNER and ENGINEER harmless from all claims growing out of the lawful demands of sub-contractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. When so desired by the OWNER, the CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the CONTRACTOR fails to do so, then the OWNER may at the option of the CONTRACTOR either pay directly any unpaid bills, of which the OWNER has written notice, or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to the CONTRACTOR shall be resumed in full, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligation upon the OWNER by either the CONTRACTOR or his Surety.

3.14 PROTECTION AGAINST ROYALTIES OR PATENTED INVENTION

The CONTRACTOR shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with the patentee or owner. The CONTRACTOR shall defend all suits or claims for infringement of any patent or copyright rights and shall indemnify and save the OWNER and

ENGINEER harmless from any loss on account thereof, except that the OWNER shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process or the product of a particular manufacturer or manufacturers is specified or required by the OWNER; provided, however, if choice of alternate design, device, material or process is allowed to the CONTRACTOR, then CONTRACTOR shall indemnify and save OWNER harmless from any loss on account thereof. If the material or process specified or required by the OWNER is an infringement, the CONTRACTOR shall be responsible for such loss unless he promptly gives such information to the OWNER.

3.15 LAWS AND ORDINANCES

The CONTRACTOR shall, at all times, observe and comply with all Federal, State and local laws, ordinances and regulations, which in any manner affect the contract or the work, and shall indemnify and save harmless the OWNER and ENGINEER against any claim arising from the violation of any such laws, ordinances, and regulations whether by the CONTRACTOR or his employees, except where such violations are called for by the provisions of the Contract Documents. If the CONTRACTOR observes that the plans and specifications are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he shall bear all costs arising therefrom. In case the OWNER is a body politic and corporate, the law from which it derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which the same regulates the objects for which, or the manner in which, or the conditions under which the OWNER may enter into contract, shall be controlling, and shall be considered as part of this contract, to the same effect as though embodied herein.

3.16 ASSIGNMENT AND SUBLETTING

The CONTRACTOR further agrees that he will retain personal control and will give his personal attention to the fulfillment of this contract and that he will not assign by Power of Attorney, or otherwise, or sublet said contract without the written consent of the ENGINEER, and that no part or feature of the work will be sublet to anyone objectionable to the ENGINEER or the OWNER. The CONTRACTOR further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the CONTRACTOR from his full obligations to the OWNER, as provided by this Agreement.

3.17 INDEMNIFICATION

The CONTRACTOR shall defend, indemnify and hold harmless the OWNER and the ENGINEER and their respective officers, agents and employees, from and against all damages, claims, losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, arising out of or resulting from the performance of the work, provided that any such damages, claim, loss, demand, suit, judgment, cost or expense:

- (1) Is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and,

- (2) Is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The obligation of the CONTRACTOR under this Paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, drawings, reports, surveys, Change Orders, designs or specifications, or the giving of or the failure to give directions or instructions by the ENGINEER, his agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

3.18 CERTIFICATE OF INSURANCE

Before commencing any of the work, CONTRACTOR shall file with the OWNER valid Certificates of Insurance acceptable to the OWNER and the ENGINEER. Such Certificates shall contain a provision that coverages afforded under the policies will not be cancelled until at least fifteen calendar days' prior written notice has been given to the OWNER.

The CONTRACTOR shall also file with the OWNER valid Certificates of Insurance covering all sub-contractors.

4. PROSECUTION AND PROGRESS

4.01 TIME AND ORDER OF COMPLETION

It is the meaning and intent of this contract, unless otherwise herein specifically provided, that the CONTRACTOR shall be allowed to prosecute his work at such times and seasons, in such order of precedence, and in such manner as shall be most conducive to economy of construction: provided, however, that the order and the time of prosecution shall be such that the work shall be substantially completed as a whole and in part, in accordance with this contract, the plans and specifications, and within the time of completion designated in the Proposal; provided, also, that when the OWNER is having other work done, either by contract or by his own force, the ENGINEER may direct the time and manner of constructing the work done under this contract, so that conflict will be avoided and the construction of the various works being done for the OWNER shall be harmonized.

The CONTRACTOR shall submit, at such times as may reasonably be requested by the ENGINEER, schedules which shall show the order in which the CONTRACTOR proposes to carry on the work, with dates at which the CONTRACTOR will start the several parts of the work, and estimated dates of completion of the several parts.

4.02 EXTENSION OF TIME

Should the CONTRACTOR be delayed in the completion of the work by any act or neglect of the OWNER or ENGINEER, or of any employee of either, or by other contractors employed by the OWNER, or by changes ordered in the work, or by strikes, lockouts, fires, and unusual

delays by common carriers, or unavoidable cause or causes beyond the CONTRACTOR'S control, or by any cause which the ENGINEER shall decide justifies the delay, then an extension of time shall be allowed for completing the work, sufficient to compensate for the delay, the amount of the extension to be determined by the ENGINEER, provided, however, that the CONTRACTOR shall give the ENGINEER prompt notice in writing of the cause of such delay.

4.03 HINDRANCES AND DELAYS

No claims shall be made by the CONTRACTOR for damages resulting from hindrances or delays from any cause (except where the work is stopped by order of the OWNER) during the progress of any portion of the work embraced in this contract. In case said work shall be stopped by the act of the OWNER, then such expense as in the judgment of the ENGINEER is caused by such stoppage of said work shall be paid by the OWNER to the CONTRACTOR.

5. MEASUREMENT AND PAYMENT

5.01 QUANTITIES AND MEASUREMENTS

No extra or customary measurements of any kind will be allowed, but the actual measured and/or computed length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided.

5.02 ESTIMATED QUANTITIES

This agreement, including the specifications, plans and estimate, is intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this contract may differ somewhat from these estimates, and that where the basis for payment under this contract is the unit price method, payment shall be for the actual amount of such work done and the material furnished.

Where payment is based on the unit price method, the CONTRACTOR agrees that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this contract and the estimated quantities contemplated and contained in the proposal; provided, however, that in case the actual quantity of any major item should become as much as 25% more than, or 25% less than the estimated or contemplated quantity for such items, then either party to this Agreement, upon demand, shall be entitled to a revised consideration upon the portion of the work above or below 25% of the estimated quantity.

A "Major Item" shall be construed to be any individual bid item incurred in the proposal that has a total cost equal to or greater than five (5) per cent of the total contract cost, computed on the basis of the proposal quantities and the contract unit prices.

Any revised consideration is to be determined by agreement between parties, otherwise by the terms of this Agreement, as provided under "Extra Work."

5.03 PRICE OF WORK

In consideration of the furnishing of all the necessary labor, equipment and material, and the completion of all work by the CONTRACTOR, and on the completion of all work and of the delivery of all material embraced in this Contract in Full conformity with the specifications and speculations herein contained, the OWNER agrees to pay the CONTRACTOR the prices set forth in the Proposal hereto attached, which has been made a part of this contract. The CONTRACTOR hereby agrees to receive such prices in full for furnishing all material and all labor required for aforesaid work, also for all expense incurred by him, and for well and truly performing the same and the whole thereof in the manner and according to this Agreement.

5.04 PARTIAL PAYMENTS

On or before the 20th calendar day of each month, the CONTRACTOR shall prepare and submit to the ENGINEER for approval or modification a statement showing as completely as practicable the total value of the work done by the CONTRACTOR up to and including the 15th calendar day of the month; said statement shall also include the value of all sound materials delivered on the site of the work that are to be fabricated into the work.

5.05 USE OF COMPLETED PORTIONS

The OWNER shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the CONTRACTOR shall be entitled to such extra compensation, or extension of time, or both, as the ENGINEER may determine.

The CONTRACTOR shall notify the ENGINEER when, in the CONTRACTOR'S opinion, the contract is "substantially completed" and when so notifying the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER in writing a detailed list of unfinished work. The ENGINEER will review the CONTRACTOR'S list of unfinished work and will add thereto such items as the CONTRACTOR has failed to include. The "substantial completion" of the structure or facility shall not excuse the CONTRACTOR from performing all of the work undertaken, whether of a minor or major nature, and thereby completing the structure or facility in accordance with the Contract Documents.

5.06 FINAL COMPLETION AND ACCEPTANCE

Within ten (10) calendar days after the CONTRACTOR has given the ENGINEER written notice that the work has been completed, or substantially completed, the ENGINEER and the OWNER shall inspect the work and within said time, if the work be found to be completed or substantially completed in accordance with the Contract Documents, the ENGINEER shall issue to the OWNER and the CONTRACTOR his Certificate of Completion, and thereupon it shall be the duty of the OWNER within ten (10) calendar days to issue a Certificate of Acceptance of the work to the CONTRACTOR or to advise the CONTRACTOR in writing of the reason for non-acceptance.

5.07 FINAL PAYMENT.

Upon the issuance of the Certificate of Completion, the ENGINEER shall proceed to make final measurements and prepare final statement of the value of all work performed and materials furnished under the terms of the Agreement and shall certify same to the OWNER, who shall pay to the CONTRACTOR on or before the 30th calendar day, and before the 35th calendar day, after the date of the Certificate of Completion, the balance due the CONTRACTOR under the terms of this Agreement, provided he has fully performed his contractual obligations under the terms of this contract; and said payment shall become due in any event upon said performance by the CONTRACTOR. Neither the Certificate of Acceptance nor the final payment, nor any provision in the Contract Documents, shall relieve the CONTRACTOR of the obligation for fulfillment of any warranty which may be required.

5.08 PAYMENTS WITHHELD

The OWNER may, on account of subsequently discovered evidence, withhold or nullify the whole or part of any certificate to such extent as may be necessary to protect himself from loss on account of:

- (1) Defective work not remedied.
- (2) Claims filed or reasonable evidence indicating probable filing of claims.
- (3) Failure of the CONTRACTOR to make payments properly to subcontractors or for material or labor.
- (4) Damage to another contractor.
- (5) Reasonable doubt that the work can be completed for the unpaid balance of the contract amount.
- (6) Reasonable indication that the work will not be completed within the contract time.

When the above grounds are removed or the CONTRACTOR provides a Surety Bond satisfactory to the OWNER, which will protect the OWNER in the amount withheld, payment shall be made for amounts withheld because of them.

5.09 DELAYED PAYMENTS.

Should the OWNER fail to make payment to the CONTRACTOR of the sum named in any partial or final statement, when payment is due, then the OWNER shall pay to the CONTRACTOR, in addition to the sum shown as due by such statement, interest thereon at the rate of six (6) per cent per annum, unless otherwise specified, from date due as provided under "Partial Payments" and "Final Payments," until fully paid, which shall fully liquidate any injury to the CONTRACTOR growing out of such delay in payment, but the right is expressly reserved to the CONTRACTOR in the event payments be not promptly made, as provided under "Partial Payments," to at any time thereafter treat the contract as abandoned by the OWNER and recover compensation, as provided under "Abandonment of Contract," unless such payments are withheld in accordance with the provisions of "Payments Withheld."

6. EXTRA WORK AND CLAIMS

6.01 CHANGE ORDERS

Without invalidating this Agreement, the OWNER may, at any time or from time to time, order deletions or revisions to the work; such changes will be authorized by Change Order to be prepared by the ENGINEER for execution by the OWNER and the CONTRACTOR. The Change Order shall set forth the basis for any change in contract price, as hereinafter set forth for Extra Work, and any change in contract time which may result from the change.

In the event the CONTRACTOR shall refuse to execute a Change Order which has been prepared by the ENGINEER and executed by the OWNER, the ENGINEER may in writing instruct the CONTRACTOR to proceed with the work as set forth in the Change Order and the CONTRACTOR may make claim against the OWNER for Extra Work involved therein, as hereinafter provided.

6.02 MINOR CHANGES

The ENGINEER may authorize minor changes in the work not inconsistent with the overall intent of the Contract Documents and not involving an increase in Contract Price. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER involves Extra Work and entitles him to an increase in the Contract Price, the Contractor shall make written request to the ENGINEER for a written Field Order.

In such case, the CONTRACTOR by copy of his communication to the ENGINEER or otherwise in writing shall advise the OWNER of his request to the ENGINEER for a written Field Order and that the work involved may result in an increase in the Contract Price.

Any request by the CONTRACTOR for a change in Contract Price shall be made prior to beginning the work covered by the proposed change.

6.03 EXTRA WORK

It is agreed that the basis of compensation to the CONTRACTOR for work either added or deleted by a Change Order or for which a claim for Extra Work is made shall be determined by one or more of the following methods:

- Method (A) By agreed unit prices; or
- Method (B) By agreed lump sum; or
- Method (C) If neither Method (A) nor Method (B) be agreed upon before the Extra Work is commenced, then the CONTRACTOR shall be paid the "actual field cost" of the work, plus fifteen (15) percent.

In the event said Extra Work be performed and paid for under Method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost to the CONTRACTOR of all workmen, such as foreman, timekeepers, mechanics and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits and other payroll taxes, and, a ratable proportion of premiums on Performance and Payment Bonds and Maintenance Bonds, Public Liability and Property Damage and Workmen's Compensation, and all other insurance as may be required by any law or ordinance, or directed by the OWNER, or by them agreed to. The ENGINEER may direct the form in which accounts of the "actual field cost" shall be kept and the records of these accounts shall be made available to the ENGINEER. The ENGINEER or OWNER may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used; otherwise these matters shall be determined by the CONTRACTOR. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 100 percent, unless otherwise specified, of the latest schedule of Equipment Ownership Expense adopted by the Associated General Contractors of America. Where practicable the terms and prices for the use of machinery and equipment shall be incorporated in the Written Extra Work Order. The fifteen (15%) per cent of the "actual field cost" to be paid the CONTRACTOR shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined, save that where the CONTRACTOR'S Camp or Field Office must be maintained primarily on account of such Extra Work; then the cost to maintain and operate the same shall be included in the "actual field cost."

No claim for Extra Work of any kind will be allowed unless ordered in writing by the ENGINEER. In case any orders or instructions, either oral or written, appear to the CONTRACTOR to involve Extra Work for which he should receive compensation or an adjustment in the construction time,

he shall make written request to the ENGINEER for written order authorizing such Extra Work. Should a difference of opinion arise as to what does not constitute Extra Work, or as to the payment therefore, and the ENGINEER insists upon its performance, the CONTRACTOR shall proceed with the work after making written request for written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (C).

6.04 TIME OF FILING CLAIMS

It is further agreed by both parties hereto that all questions of dispute or adjustment presented by the CONTRACTOR shall be in writing and filed with the ENGINEER within thirty (30) calendar days after the ENGINEER has given any directions, order or instruction to which the CONTRACTOR desires to take exception. The ENGINEER shall reply within thirty (30) calendar days to such written exceptions by the CONTRACTOR and render his final decision in writing. It is further agreed that final acceptance of the work by the OWNER and the acceptance by the CONTRACTOR of the final payment shall be a bar to any claims by either party, except where noted otherwise in the Contract Documents.

7. ABANDONMENT OF CONTRACT

7.01 ABANDONMENT BY CONTRACTOR.

In case the CONTRACTOR should abandon and fail or refuse to resume work within ten (10) calendar days after written notification from the OWNER, or the ENGINEER, or if the CONTRACTOR fails to comply with the orders of the ENGINEER, when such orders are consistent with the Contract Documents, then, and in that case, where performance and payment bonds exist, the Sureties on these bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the CONTRACTOR.

After receiving said notice of abandonment the CONTRACTOR shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the OWNER or the Surety on the performance bond, or another contractor in completion of the work; and the CONTRACTOR shall not receive any rental or credit therefore (except when used in connection with Extra Work, where credit shall be allowed as provided for under Section 6, Extra Work and Claims), it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

Where there is no performance bond provided or in case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for, within ten (10) calendar days after service of such notice, then the OWNER may provide for completion of the work in either of the following elective manners:

7.01.1 The OWNER may thereupon employ such force of men and use such machinery, equipment, tools, materials and supplies as said OWNER may deem necessary to complete the work and charge the expense of such labor, machinery, equipment,

tools, materials and supplies to said CONTRACTOR, and expense so charged shall be deducted and paid by the OWNER out of such moneys as may be due, or that may thereafter at any time become due to the CONTRACTOR under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the CONTRACTOR, then said CONTRACTOR shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said CONTRACTOR, then the CONTRACTOR and/or his Surety shall pay the amount of such excess to the OWNER; or

7.01.2 The OWNER under sealed bids, after twenty-one (21) calendar days' notice published one or more times in a newspaper having general circulation in the county of the location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case any increase in cost to the OWNER under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the CONTRACTOR and the Surety shall be and remain bound therefore. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this contract, the CONTRACTOR and/or his Surety shall be credited therewith.

When the work shall have been substantially completed the CONTRACTOR and his Surety shall be so notified and Certificates of Completion and Acceptance, as provided in Paragraph 5.06 hereinabove, shall be issued. A complete itemized statement of the contract accounts, certified to by the ENGINEER as being correct, shall then be prepared and delivered to the CONTRACTOR and his Surety, whereupon the CONTRACTOR and/or his Surety, or the OWNER as the case may be, shall pay the balance due as reflected by said statement, within fifteen (15) calendar days after the date of such Certificate of Completion.

In the event the statement of accounts shows that the cost to complete the work is less than that which would have been the cost to the OWNER had the work been completed by the CONTRACTOR under the terms of this contract; or when the CONTRACTOR and/or his Surety shall pay the balance shown to be due by them to the OWNER, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be turned over to the CONTRACTOR and/or his Surety. Should the cost to complete the work exceed the contract price, the CONTRACTOR and/or his Surety fail to pay the amount due the OWNER within the time designated hereinabove, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the CONTRACTOR and his Surety at the respective addresses designated in this contract, provided, however, that actual written notice given in any manner will satisfy this condition. After mailing, or other giving of such notice, such property shall be held at the risk of the CONTRACTOR and his Surety subject only to the duty of the OWNER to exercise ordinary care to protect such property. After fifteen (15) calendar days from the date of said notice the OWNER may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the CONTRACTOR and his Surety. Such sale may be made at either public or private sale, with or without notice, as the OWNER may elect. The OWNER shall release any machinery, equipment, tools, materials, or supplies, which remain on

the work, and belong to persons other than the CONTRACTOR or his Surety, to their proper owner. The books on all operations provided herein shall be open to the CONTRACTOR and his Surety.

7.02 ABANDONMENT BY OWNER

In case the OWNER shall fail to comply with the terms of this contract, and should fail or refuse to comply with said terms within ten (10) calendar days after written notification by the CONTRACTOR, then the CONTRACTOR may suspend or wholly abandon the work, and may remove therefrom all machinery, tools and equipment, and all materials on the site of work that have not been included in payments to the CONTRACTOR and have not been wrought into the work. And thereupon the ENGINEER shall make an estimate of the total amount earned by the CONTRACTOR, which estimate shall include the value of all work actually completed by said CONTRACTOR (at the prices stated in the attached proposal where unit prices are used), the value of all partially completed work at a fair and equitable price, and the amount of all Extra Work performed at the prices agreed upon, or provided for by the terms of this contract, and a reasonable sum to cover the cost of any provisions made by the CONTRACTOR to carry the whole work to completion and which cannot be utilized. The ENGINEER shall then make a final statement of the balance due the CONTRACTOR by deduction from the above estimate all previous payments by the OWNER and all other sums that may be retained by the OWNER under the terms of this Agreement and shall certify same to the OWNER who shall pay to the CONTRACTOR on or before thirty (30) calendar days after the date of the notification by the CONTRACTOR the balance shown by said final statement as due the CONTRACTOR, under the terms of this Agreement.

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SPECIAL CONDITIONS

1. OWNER.

Whenever the term "Owner" appears in these specifications, it shall be understood to mean Carter County Commissioners.

2. ENGINEER.

The word "Engineer" in these specifications shall be understood as referring to Associated Engineering Consultants, Guy Engineering LLC, 1741 W. 33rd St., Ste. 110; Edmond, OK 73013, Engineer of the Owner, or such other Engineer, Supervisor or Inspector as may be authorized by said Owner to act in any particular position.

3. EXAMINATION OF SITE OF PROJECT.

Prospective bidders shall make a careful examination of the site of the project, soil and water conditions to be encountered, improvements to be protected, disposal sites for surplus materials not designated to be salvaged materials, and methods of providing ingress and egress to private properties and of handling traffic during construction of the entire project.

4. QUALIFICATION OF LOW BIDDER.

Before being awarded a contract, the lowest responsible bidder shall submit such evidence as the Engineer may require to establish his financial responsibility, experience, and possession of such equipment as may be needed to prosecute the work in an expeditious, safe, and satisfactory manner.

Should the low bidder fail to produce evidence satisfactory to the Engineer on any of the foregoing points, he may be disqualified and the work awarded to the next low bidder so qualifying.

5. AWARD OF THE CONTRACT.

The Owner, acting through its authorized representatives, will notify the successful bidder, in writing, within sixty (60) calendar days after the date of receiving bids of its acceptance of this proposal. The Contractor shall complete the execution of the required Bond and Contract within ten (10) calendar days of such notice.

6. ADDENDA.

Bidders desiring further information or interpretation of the Plans or Specifications must make request for such information to the Engineer, prior to 5 working days before the bid opening. Answers to all such requests will be given in writing to all bidders in Addendum form, and all Addenda will be bound with, and made a part of, the Contract Documents. No other explanation or interpretation will be considered official or binding. Should a bidder find discrepancies in, or omission from the Plans, Specifications, or other Contract Documents, or should he be in doubt as to their meaning, he should at once notify the Engineer in order that a written Addendum may be sent to all bidders. Any Addenda issued prior to 24 hours of the opening of bids will may be emailed, mailed or delivered to each Contractor contemplating the submission of a proposal on

this work. The proposal as submitted by the Contractor will be so constructed as to include any Addenda if such are issued by the Engineer prior to 24 hours of the opening of bids.

7. BASIS FOR BID AWARD.

The basis of award for Project Carter Road shall be the lowest total bid. However, the Owner reserves the right to reject any and all bids and to waive any irregularities as may be deemed best and in the Owner's interest.

8. TIME FOR COMPLETION.

Time shall begin on the date shown on the Notice to Proceed.

- a. The contractor must furnish an activities schedule chart and written narrative for construction activities and submit to Carter County District 1 Commissioner for approval.
- b. The work shall begin within ninety (90) calendar days from the Notice to Proceed.
- c. The work shall be completed within thirty (30) calendar days from the contractor beginning work.

9. LIQUIDATED DAMAGES FOR DELAY

Time is of the essence and Owner will suffer financial loss if the Work is not completed within the times specified plus any extensions thereof approved by change order. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$2,000.00 for each calendar day that expires after contract time until construction is complete.

In addition to liquidated damages, the Contractor shall pay the costs of Engineer's construction observation and construction engineering services for all necessary time expended during the period that Contractor is in liquidated damages at the Engineer's normal hourly rates.

10. RIGHTS OF VARIOUS INTERESTS.

Wherever work being done by the Owner's employees or by other Contractors is contiguous to work covered by this contract, the respective rights of the various interests involved shall be established by the Engineer to secure the completion of the various portions of the work in general harmony.

11. CORPORATE CONTRACTS.

Corporate contractors to be eligible to enter into contract with the Owner shall be qualified to do business in the State of Oklahoma where the work is to be performed. All licensing requirements shall be complied with. Foreign corporations which have not domesticated or otherwise become licensed in the State of Oklahoma where work will be performed shall obtain a permit to do business in the State of Oklahoma pursuant to the State of Oklahoma's requirements. Contractor shall provide evidence of authority to do business in the state or jurisdiction of the Project if requested by the Engineer.

12. PROPOSALS.

Proposals must be submitted on forms furnished by the Owner or the Owner's Engineer, and endorsed as provided in the Contract Documents.

Proposals must be submitted filled out with ink or typewriter and without erasure, interlineations or changes, and if not made in accordance with the General Conditions and other contract documents, will be subject to rejection as irregular, yet the Owner reserves the right to waive any irregularities.

Proposals will be made in the name of the principal and, in a co-partnership; the names of all partners shall be given. Exact post office address shall be given in all cases. If proposals are submitted by an agent, satisfactory evidence of agency authority must accompany the proposal.

13. IRREGULAR PROPOSALS.

Proposals shall be considered irregular and may be rejected for the following reasons unless otherwise provided by law:

A. If the proposal form furnished to the Contractor by the Owner or the Owner's Engineer is not used or is altered;

B. If there are unauthorized additions or conditional bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning;

C. If the bidder adds any provisions reserving the right to accept or reject any award, or to enter into a contract pursuant to an award;

D. If the unit or lump sum prices contained in the bid schedule are obviously unbalanced either in excess or below the reasonable cost analysis values;

E. If the bidder fails to insert a unit price for every pay item indicated except in the case of authorized alternate pay items;

F. If the bidder fails to complete the proposal in any other particulars where information is requested so bidder's proposal may be properly evaluated.

The Owner reserves the right to reject any or all bids and to waive irregularities as may be deemed best and in the Owner's interest.

14. RETURN OF BID SECURITY.

Bid security of the lowest three or more bidders may be retained until a contract is executed or rejection made by the Owner. Other bid security will be returned only after the canvass and tabulation of bids is completed.

15. FAILURE TO EXECUTE CONTRACT.

Should the successful bidder fail to execute the contract and furnish bonds satisfactory to the Owner to validate the same within ten (10) calendar days after award of contract, his bid security shall be forfeited to the Owner as liquidated damages.

16. RIGHT-OF-ENTRY.

Contractor shall provide the Owner, the Owner's Engineer, or representative of the Federal, State, County, District and Municipal governmental services proper facilities for access to the work wherever it is in preparation or progress.

17. PERMITS AND RIGHT-OF-WAY.

The Owner will provide rights-of-way for the purpose of construction without cost to the Contractor by securing permits in areas of public dedication or by obtaining easements across privately owned property. It shall be the responsibility of the Contractor, forty-eight (48) hours prior to the initiation of construction on easements through private property, to inform the property owner of his intent to begin construction. Before beginning construction in areas of public dedication, the Contractor shall inform the agency having jurisdiction in the areas forty-eight (48) hours prior to initiation of the work.

18. CONSTRUCTION IN PUBLIC ROADWAYS AND PRIVATE DRIVEWAYS.

No public road shall be entirely closed overnight. It shall be the responsibility of the Contractor to build and maintain all weather by-passes and detours, if necessary, and to properly light, barricade and mark all by-passes and detours that might be required on and across the road involved in the work included in this contract.

The Contractor shall make every effort to complete construction and allow immediate access to adjacent property at all driveway entrances located along the roads. Owners or tenants of improvements where access and/or entrance drives are located shall be notified at least eight (8) hours prior to the time the construction will be started at their drive-ins or entrances and informed as to the length of time driveways will be closed, which period shall not exceed six (6) hours.

The Contractor shall be responsible for all road and entrance reconstruction, and repairs and maintenance of same for a period of one year from the date of such reconstruction. In the event the repairs and maintenance are not made immediately to the satisfaction of the Engineer, and it

becomes necessary for the Owner to make such repairs, the Contractor shall reimburse the Owner for the cost of such repairs.

The Contractor shall at all times keep a sufficient width of the roadway clear of dirt and other material to allow the free flow of traffic. The Contractor shall assume any and all responsibility for damage, personal or otherwise, that may be caused by the construction along public roadways or private driveways.

19. REFERENCE SPECIFICATIONS.

Where reference is made in these specifications to specifications compiled by other agencies, organizations or departments, such reference is made for expediency and standardization from the material supplier's point of view, and such specifications referred to are hereby made a part of these specifications. Any reference to standard specifications in any of the Contract Documents shall always imply the latest edition of said standard specification or specifications available at time notice inviting Contractors to bid is published unless otherwise stated.

20. TRADE NAMES AND MATERIALS.

No material which has been used by the Contractor for any temporary purpose whatever is to be incorporated in the permanent structure without written consent of the Engineer.

Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality of performance, and to establish an equal

basis for the evaluation of bids. Where the words "equivalent", "proper", or "equal to" are used, they shall be understood to mean that the thing referred to shall be proper, the equivalent of, or equal to some other thing, in the opinion or judgment of the Engineer. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved samples. Notwithstanding that the words "or equal to" or other such expressions may be used in the specifications in connection with a material, manufactured article or process, the materials, article or process specifically designated shall be used, unless a substitute shall be approved in writing by the Engineer, and the Engineer shall have the right to require the use of such specifically designated material, article or process.

21. QUALITY OF MATERIALS.

In the absence of detailed specifications in other sections, all materials shall conform to the latest standards of the American Society for Testing Materials and the 2009 ODOT Standard Specifications.

22. MATERIALS, SERVICES, AND FACILITIES.

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, equipment rental, water, heat, light, fuel, power, transportation, superintendence, temporary construction of every nature and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.

23. WORKMANSHIP, MATERIALS, EQUIPMENT, AND STORAGE.

All work done and all materials and equipment furnished by the Contractor shall strictly conform to the plans, drawings, and specifications. Competent labor, mechanics, and tradesmen shall be used to supervise the installation of equipment as may be required by the Engineer. Any special tools or equipment which may be required for first class work shall be provided by the Contractor.

The acceptance at any time of materials by or in behalf of the Owner shall not be a bar to future rejection if they are subsequently found to be defective or inferior in quality or uniformity to the material specified, or are not as represented to the Engineer or Owner.

Contractor shall be responsible for the care and storage of materials delivered on the work site or purchased for use thereon. Stored materials shall be carefully and continuously protected from damage or deterioration and so located as to facilitate inspection by the Owner and Engineer. This responsibility for the care and storage of materials shall be with the Contractor whether such materials are furnished by the Contractor or by the Owner.

24. INSPECTION AND TESTING OF MATERIALS.

- A.** During the progress of the work, it shall be subject to the inspection and observance of the Engineer, and the contractor shall afford every reasonable facility and assistance to the Engineer to make such inspection thorough and intelligent. If any work is covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination at the Contractor's expense.
- B.** The fact that the Engineer is on the job site shall not be taken as an acceptance of the Contractor's work or any part of it. Contractor shall notify the Engineer upon completion of his contract and the work shall be given final inspection by the Engineer and any tests shall be witnessed by the Engineer. If all parts of the work are acceptable and substantially comply with the intent of the plans, drawings, and specifications, a recommendation of final acceptance will be made by the Engineer to the Owner. If parts of the work are not acceptable and require additional work by the Contractor to complete the project, necessitating additional inspection by the Engineer, the cost of such additional inspections including time, travel, and lodging, shall be paid for by the Contractor to the Owner who will reimburse the Engineer.
- C.** Contractor shall submit to the Engineer seven (7) calendar days in advance of construction, and without charge, samples or specifications of materials he proposes to use and shall not use these materials until he has received approval from the Engineer.
- D.** The Contractor shall direct and furnish all items necessary for the testing of all materials called for in the specifications. The Contractor shall pay the cost of the tests, including all transportation charges unless otherwise noted in the specifications. The cost of re-testing any failed specimens shall be paid by the Contractor.
- E.** All tests, unless otherwise provided, shall be in accordance with the pertinent sections of the latest edition of the standards applicable to the material or devices to be tested. A partial list of the principal societies referred to and their abbreviations follows:

ASTM
AISC

American Society for Testing Materials
American Institute of Steel Construction

ACI	American Concrete Institute
FS	Federal Specifications
AASHTO	American Association of State Highway and Transportation Officials
AWWA	American Water Works Association
ODOT	2009 Highway Specifications

- F. All parts of the improvements shall conform to the standard of construction as given in detail under the various items, and in general to the intent thereof, and if they do not conform, shall be made to do so by rebuilding or replacing or otherwise as directed by the Engineer or Owner before acceptance shall be made.

25. BARRICADES, LIGHTS, AND WATCHMEN.

Where the work is carried on in or adjacent to any street, alley or public place, the Contractor shall at his own cost and expense furnish and erect such barricades, fences, lights, and danger signals, shall provide such watchmen, and shall provide such other precautionary measures for the protection of persons or property and of the work as are necessary. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise the Contractor shall furnish and maintain at least one light at each barricade and sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The Contractor shall furnish watchmen in sufficient numbers to protect the work.

The Contractor will be held responsible for all damage to the work due to failure of barricades, signs, lights, and watchmen to protect it, and whenever evidence is found of such damage, the Engineer may order the damaged portion immediately removed and replaced by the Contractor at his cost and expense. The Contractor's responsibility for the maintenance of barricades, signs, and lights and for providing watchmen shall not cease until the project shall have been accepted by the Owner.

The Contractor shall use only battery powered lights, enclosed lanterns or other lights satisfactory to the Engineer. Smudge pots or other lights which have an open flame will not be permitted.

26. DISPOSAL OF WASTE AND SURPLUS EXCAVATION.

All trees, stumps, slashings, brush or other debris removed from the job site as a preliminary to the construction of the work or its appurtenances shall be removed from the property and disposed of in a manner approved by the Engineer.

All excavated earth in excess of that required for backfilling shall be removed from the job site and disposed of in a satisfactory manner except in locations where, in the judgment of the Engineer, it can be neatly spread over and along the right-of-way.

27. GUARANTY AGAINST DEFECTIVE WORK.

The Contractor shall indemnify the Owner against any repairs which may become necessary to any part of the work performed under the contract, arising from defective workmanship or materials used therein, for a period of one year from the date of final acceptance of the work.

28. RESTORATION OF SITE & CLEANUP.

Upon completion of the project (or major portions thereof) the Contractor shall restore the site to its original condition or better. Driveways and streets shall be compacted and resurfaced as originally found. All private property disrupted during construction including fences, patios, retaining walls, sidewalks, wooden decks, etc. shall be mended or repaired to their original condition. At the conclusion of the work, all tools, temporary structures and materials belonging to the Contractor shall be promptly removed, and all dirt, rubbish and other foreign substances shall be disposed of.

The Contractor shall thoroughly clean all equipment and materials installed by him and shall deliver over such materials and equipment in an undamaged, clean condition.

29. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE.

The Contractor shall not commence work under this contract until he has obtained at his expense all insurance required under this section of the Special Conditions and by the Contract Documents, and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Such insurance shall remain in full force and effect on all phases of the work, whether or not the work is occupied or utilized by the Owner, until all work under the Contract is completed and has been accepted by the Owner.

Nothing contained in the insurance requirements shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under the Contract.

Any insurance bearing an adequacy of performance will be maintained after completion of the project for the full guarantee period.

The Contractor shall obtain and maintain for the full period of the Contract the following types of insurance in the form, minimum limits and amounts herein specified or as may be otherwise required in the Contract Documents. The Contractor shall automatically renew any policy which expires during the performance of his Contract and notify the Owner and Engineer of such a renewal prior to expiration date.

- A. Workmen's Compensation including Occupational Disease, and Employer's Liability Insurance:** Before commencement of the work, the Contractor shall take out and maintain during the life of this contract Statutory Workmen's Compensation Insurance and Occupational Disease Disability Insurance for all of his employees to be engaged in work under this Contract, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation and Occupational Disease Disability Insurance for the latter's employees engaged in such work unless such employees are covered by the protection afforded by the Contractor's insurance. In case any class of employees engaged in hazardous work under the Contractor is not protected under the Workmen's Compensation statute, or in case there is no applicable Workmen's Compensation Statute, the Contractor shall provide, and shall cause each subcontractor to provide adequate insurance for the protection of his employees not otherwise protected. The minimum amount of such insurance shall be as follows unless higher minimum amounts are otherwise required in the Contract Documents:

Workers Compensation and Employers' Liability

Each Accident	\$100,000.00
Disease- Each employee	\$100,000.00
Disease- Policy Limit	\$500,000.00

B. Public Liability and Property Damage Insurance: (Note "Indemnity" clause hereinafter). Before commencement of the work, the Contractor shall submit written evidence that he and all his subcontractors have obtained for the period of the Contract full Comprehensive General Liability and Property Damage Insurance coverage. This coverage shall protect the Contractor; the Owner; the Engineer, its architects and engineers; and each of their officers, agents and employees; from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property, which may arise directly or indirectly out of, or in connection with the performance of work under this Contract by the Contractor, by any of his Subcontractors, or by anyone directly or indirectly employed of either of them, or under the control of either of them, and the minimum amount of such insurance shall be as follows unless higher minimum amounts are otherwise required in the Contract Documents:

General Liability

Each Occurrence	\$1,000,000.00
Personal and Adv. Injury	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products Comp./Ops. Aggregate	\$2,000,000.00

The Property Damage portion of this coverage shall include where applicable explosion, collapse and underground exposure coverage. In addition, where Completed Operation Insurance coverage is applicable, such coverage will be maintained after completion and acceptance of the project for the full guarantee period.

C. Automobile Liability and Property Damage Insurance: Before commencement of the work, the Contractor shall submit written evidence that he and all his subcontractors have obtained Automobile Liability and Property Damage Insurance coverage on all self-propelled vehicles such as cars, trucks, graders, etc. used in connection with the Contract, whether owned, non-owned, or hired. The minimum amount of such insurance shall be as follows unless higher minimum amounts are otherwise required in the Contract Documents:

Automobile Liability

Combined Single Limit (Ea. Accident)	\$1,000,000.00
Bodily Injury (Per Person)	\$ 500,000.00
Bodily Injury (Per Accident)	\$ 500,000.00
Property Damage (Per Accident)	\$ 300,000.00

D. Contractual Liability Coverage: Each and every policy for Liability Insurance carried by each Contractor and Subcontractor will include a "Contractual Liability Coverage"

endorsement sufficiently broad to insure the provision titled "Indemnity" hereinafter set forth.

- E. Indemnity:** The Contractor shall defend, indemnify and hold harmless the Owner; the Engineer, its Engineers; and each of their officers, agents, servants and employees; from any and all suits, actions, claims, losses or damage of any character and from all expenses incidental to the defense of such suits, actions or claims, based upon or arising out of or alleged to be based upon or arising out of (1) any injury, disease, sickness or death of any person or persons, (2) any damages to any property including in part loss of use thereof, caused by any act or omission of the Contractor, of any Subcontractor of the Contractor, or by their officers, agents, servants, employees, or anyone else under the Contractor's direction and control, and arising out of, occurring in connection with, resulting from, or caused by the performance or failure of performance of any work or services called for by the Contract or from conditions created by the performance or non-performance of said work or services, but not including the sole negligence of any party herein indemnified.
- F. Builder's Risk "All-Risk" Insurance:** At the Owner's discretion, in addition to such Fire and extended Insurance coverage which the Contractor or his Subcontractors elect to carry for their own protection, the Contractor, before commencement of the work, shall effect and maintain for the life of his Contract Builder's Risk "All-Risk" Completed Value Insurance coverage upon the full insurable value of all portions of the project which is the subject of this Contract and subject to a loss for which Builder's Risk "All-Risk" Insurance coverage gives protection, and shall include completed work and work in progress. This coverage shall be with an insurance company or companies acceptable to the Owner.

Such insurance shall include as Additional Named Insureds: the Owner; The Engineer, its architects and engineers; and each of their officers, agents, and employees; and any other persons with an insurable interest designated by the Owner as an Additional Named Insured.

Duplicate originals of the policy of insurance required herein shall be furnished to the Engineer as provided under "Evidence of Insurance Coverage" hereinafter.

- G. Evidence of Insurance Coverage:** Before commencement of any work, the Contractor shall submit written evidence that he and all his Subcontractors have obtained the minimum insurance required by the Contract Documents. Such written evidence shall be in the form of a Certificate of Insurance executed by the Contractor's insurance carrier showing such policies in force for the specified period or by furnishing a copy of the actual policy or policies. The Owner shall be listed as the Certificate Holder on the Certificate of Insurance. Each policy or certificate will bear an endorsement or statement stating in the event of any material change or cancellation of said policies, the company will give fifteen (15) calendar days' written notice to the

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

30. SAFETY.

- A.** In accordance with generally accepted construction practices, the Contractor alone will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.
- B.** The duty of the Engineer or Architect to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures, in, or on, or near the construction site.

31. EXISTING UTILITIES AND SERVICE LINES.

The Contractor shall be responsible for the protection of all existing utilities or service lines crossed or exposed by his construction operations. Where existing utilities or service lines are cut, broken or damaged, the Contractor shall replace or repair the utilities or service lines with the same type of original material and construction, or better, at his own cost and expense.

32. DURING CONSTRUCTION.

During construction of the work, the Contractor shall, at all times, keep the site of the work and adjacent premises as free from material, debris, and rubbish as is practicable and shall remove same from any portion of the site, if in the opinion of the Engineer, such material, debris, or rubbish constitutes a nuisance or is objectionable.

The Contractor shall remove from the site all of his surplus materials and temporary structures when no further need therefore develops.

33. COPIES OF PLANS AND SPECIFICATIONS FURNISHED.

Three (3) sets of plans and specifications shall be furnished to the Contractor, at no charge, for construction purposes. Additional copies may be obtained at cost of reproduction upon request.

34. LIGHT AND POWER.

The Contractor shall provide, at his own expense, temporary lighting and facilities required for the proper prosecution and inspection of the work.

35. EXISTING STRUCTURES. (DELETED)

36. USE OF EXPLOSIVES.

Use of explosives will NOT be allowed.

37. SATURDAYS, SUNDAYS, HOLIDAYS, AND OVERTIME.

Any work to be performed after regular working hours (as defined in the General Conditions, paragraph 1.07), on Saturdays, Sundays, or legal holidays, shall be performed without additional expense to the Owner and shall have prior written approval from the Engineer. In addition, Engineer shall have the right to deny Contractor's request to perform work after regular working hours (as defined in the General Conditions, paragraph 1.07), on Saturdays, Sundays, or legal holidays, at no additional cost to Owner or Engineer.

38. PAYMENTS NO EVIDENCE OF PERFORMANCE.

No progress or final estimate certificate given or payment made under this contract shall be evidence of the performance of this contract or construed to be acceptance of defective work or improper materials, either wholly or in part.

39. TEMPORARY SUSPENSION OF THE WORK.

The Engineer shall have authority to suspend the work wholly or in part for such period or periods of time as he may deem necessary due to unsuitable weather or other conditions considered unfavorable for the suitable prosecution of the work; or for the failure of the Contractor to carry out instructions or to perform any provisions of the contract. During periods of suspension, the Contractor shall properly protect the work from possible injury.

40. OWNER'S RIGHT TO DO WORK.

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the Owner, after seven (7) calendar days' written notice to the Contractor, may, without prejudice to any other remedy the Owner may have, make good such deficiency and may deduct the cost thereof from the payment then or thereafter due the Contractor. Any money due the Owner after such deduction shall be paid by the Contractor or his sureties who hereby agree to these provisions.

41. RIGHT OF OWNER TO TERMINATE CONTRACT.

Should it appear at any time that the work is not being prosecuted with sufficient competence or rapidity to insure the proper completion of the work within the stipulated time, and, if upon seven (7) calendar days' written notice to the Contractor, he fails to increase the quality or the quantity of his work, or both, the Owner reserves the right to annul and cancel this contract and relet the work or any part thereof, or at the Owner's option to complete it by day labor. The Contractor shall

not be entitled to any claims for damages on account of such annulment, and he will be held liable for costs and expenses incurred in reletting or completing the work under this contract. All money due the Contractor will be retained until the work is completed and all expenses and costs have been deducted and any money due the Owner, after such deductions have been made, shall be paid by the Contractor or his Sureties who hereby agree to these provisions.

42. TERMINOLOGY.

Throughout these specifications, the word "shall" denote mandatory. The word "may" implies only permission. All other "terms" or "word phrases" shall be interpreted as having the meaning customarily ascribed to them by the several building trades of the United States.

43. CERTIFICATES AND GUARANTEES.

Four (4) copies of any manufacturer's guaranty or certificate as may be required by the Contract Documents shall be submitted to the Owner prior to the acceptance of the work by the Owner.

44. COORDINATION WITH OTHERS.

In the event other contractors are doing work in the same area simultaneously with this project, the Contractor shall coordinate his proposed construction with that of the other contractors.

45. DEWATERING EXCAVATION. (DELETED)

46. PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED.

In case it is necessary to change or move the property of any owner or of a public utility, such property shall not be moved or interfered with until ordered to do so by the Engineer. The right is reserved to the owner of public utilities to enter upon the limits of the project for the purpose of making such changes or repairs of their property that may be made necessary by performance of this Contract.

Any time the Contractor intends to expose, cross, or otherwise work in the area of the existing petroleum pipelines, telephone lines, water lines, etc., the Contractor shall notify the Owner(s) of the respective facilities forty-eight (48) hours in advance.

47. PAY ITEMS.

Pay items are listed in the Proposal. All other items necessary to complete the work as shown and specified shall be considered subsidiary obligations of the Contractor.

48. MUTUAL RESPONSIBILITY OF CONTRACTORS.

If, through acts or neglect on the part of the Contractor, any other Contractor or Subcontractor shall suffer loss or damage to his work, the Contractor agrees to settle with such other Contractor

or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor asserts been so sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against such claims and for any costs in connection with such claims.

49. PROTECTION OF PROPERTY.

The Contractor shall, at no additional expense to the Owner, protect by false work, braces, shoring or other property along his line of work or affected directly by his work, against damage and shall repair the damages or repay the injured Owners if such damage occurs.

The Contractor shall exercise care to protect from injury all water pipes, sanitary sewer pipes, gas mains, telephone cables, electric cables, service pipes, and other utilities or fixtures which may be encountered during the progress of the work. All utilities and other service facilities or fixtures if damaged, shall be repaired by the Contractor without additional compensation.

The Contractor shall personally check and verify utility information on the plans. Where existing utilities or structures are shown on the plans or drawings, they are believed to be accurate but are not guaranteed to such or that these are the only utilities or structures in the construction area. Protection is Contractor's responsibility and he must satisfy himself as to the existence and location of all utilities and structures.

The Contractor shall give notice in writing at least 48 hours before breaking ground, to all persons, superintendents, inspectors, or those otherwise in charge of property, streets, water pipes, gas pipes, sewer pipes, telephone cables, electric cables, railroads or otherwise, who may be affected by the Contractor's operation, in order that they may remove any obstruction for which they are responsible and have a representative on the ground to see that their property is properly protected.

50. EXTENSION OF CONTRACT PERIOD.

The Contractor may be granted an extension of time due to Abnormal Weather Conditions, Acts of God, Acts of War, Strikes, or non-delivery of materials provided he submits a request in writing to the Engineer not later than ten (10) calendar days from the date of such occurrence. A separate request must be made for each occurrence.

Abnormal weather conditions are defined as weather which at the time of year it occurs is unusual for the place in which it occurs.

Extension of time for unusually severe weather will be determined on a monthly basis and will include only those actual adverse weather days in excess of the normal adverse weather days included in the Contract time. Normal adverse weather means adverse weather which, regardless of its severity, is to be reasonably expected for that particular place at that particular time of year. The normal adverse weather days included in the Contract time are based on historical records of temperature and precipitation as shown in Table A.

Actual adverse weather days are those days meeting one or more of the criteria in "1", "2", and "3" below. Time extensions for days meeting more than one criterion will take into consideration only that criterion having the greatest impact. Those actual adverse weather days covered by criteria "1" or "2" that are in excess of the days in Table A will be allowed without regard to when they occur (except prior to mobilization or during suspension for other reasons) or their impact on Contract completion. However, those days covered by criterion "3" will be subject to the limitations as noted.

1. Days with Maximum temperature of +32 degrees Fahrenheit (0 degrees Celsius) or less-one full day allowed.
2. Days when ½ inch (12.7 mm) or more precipitation (rain or snow equivalent) occurs-one full day allowed.
3. Days when weather related conditions exist which prohibit proper performance of work as specified- one full day allowed. Allowance of such days will be subject to the work which is being delayed, being critical to timely Contract completion and the Contractor making every reasonable effort to minimize the adverse impact of the conditions.

NORMAL ADVERSE WEATHER DAYS

MONTH	
JANUARY	9
FEBRUARY	7
MARCH	6
APRIL	4
MAY	4
JUNE	3
JULY	2
AUGUST	2
SEPTEMBER	3
OCTOBER	3
NOVEMBER	5
DECEMBER	8

The number of days for performance allowed in the Contract as awarded is based on the original quantities. If satisfactory fulfillment of the Contract requires performance of work in greater quantities than those set forth in the Proposal, the Contract time allowed for performance may be increased on a basis commensurate with the amount and difficulty of the added work. If the Contractor finds it impossible, for reasons beyond his/her control, to complete the work within the Contract time as specified, he/she may at any time prior to the expiration of the Contract time, as extended, make a written request to the Engineer for an extension of time, setting forth therein

the reasons which he/she believes will justify the granting of his/her request. Only additional work or delays beyond the Contractor's control which affect Contractor completion will be considered for time extensions. If the Engineer determines that a time extension is justified, the Contract shall be modified by Change Order. The Contractor's plea that insufficient time was specified in the Proposal and the Contract or that previously unprotested time charges were incorrect shall not be grounds for an extension of time. The extended time for completion shall be in full force and affect the same as though it were the original time for completion. Daily time charges will cease when the Project is completed.

Compensable Delay. Contract time allowed for performance of the work may be extended for delays caused by the Owner. Compensation may be paid only when completion of the delayed work element prevents the start of work on a successive work element and will adversely impact on Project completion. Float time in the scheduling of successive work elements is a shared commodity and no compensation will be paid to the Contractor for the use of float time.

Notification of Delay. Within ten (10) calendar days of the occurrence of a delay to the prosecution of the work, the Contractor shall notify the Engineer in writing of such a delay.

Procedures Following Notification of Delay. After notifying the Engineer of the request for delay consideration, the Contractor shall keep daily records of all non-salaried labor, material costs, and equipment expenses for all operations that are affected by the delay.

The Contractor shall maintain a daily record of each operation affected by the delay and the station location of the operations affected. The Contractor shall also prepare and submit written reports to the Engineer containing the following information:

1. Number of days behind schedule.
2. A summary of all operations that have been delayed, or will be delayed.
3. In the case of a compensable delay, the Contractor shall explain how the Owner's act or omission delayed each operation, and estimate the amount of time required to complete the Project.

The Contractor shall provide written notice to the Engineer within ten (10) calendar days. Delay costs allegedly incurred prior to notifying the Engineer that operations have been delayed will not be allowed.

Procedures Following Completion of Work Alleged to be Delayed. Within fifteen (15) calendar days of Project completion, or phase of work allegedly delayed, the Contractor shall submit a report to the Engineer containing the following information:

1. A description of the operations that were delayed and the documentation and explanation of the reason for the delay, including all reports prepared for the Contractor by consultants, if utilized, and;
2. An as-built chart, or other graphic depiction of how the operations were delayed, and;

3. An item by item measurement and explanation of extra costs requested for reimbursement due to the delay.

The Engineer will review the data contained in the Contractor's report and the inspection diaries and records and reports available to him/her. A written decision will be provided to the Contractor which will contain notification of any additional time which may have been granted. In the case of compensable delays, if the Engineer determines that the Owner is responsible for delays to the Contractor's operation, the Engineer's written decision will identify the nature and extent of any delay and the compensation which may be due to the Contractor.

All time extensions will be submitted to the Owner for approval.

51. FAILURE TO COMPLETE WORK WITHIN CONTRACT PERIOD.

If the Contractor fails to complete his work within the contract period, or any extension thereof, as provided in the "Extension of Contract Period" said contract shall upon written notice to the Contractor and Surety be in default.

The Owner may, at its (his) option, permit the Contractor or his surety to complete the work included in the contract, or may proceed to complete the work in accordance with "Completion of Contract in Default". In either event, the Contractor or his Surety shall be responsible for all costs incidental to the completion of the work and also for the liquidated damages stipulated in the proposal form.

52. CONTRACTS IN DEFAULT.

The Owner may declare a contract in default for any one or more of the following reasons:

- A. Failure to complete the work within the contract period or any extension thereof.
- B. Failure or refusal to comply with an order of the Engineer within a reasonable time.
- C. Failure or refusal to remove rejected materials.
- D. Failure or refusal to perform anew any defective or unacceptable work.
- E. Bankruptcy or insolvency, or the making of an assignment for the benefit of creditors.
- F. Failure to provide a qualified superintendent, competent workmen or subcontractors to carry on the work in an acceptable manner or failure to prosecute the work according to the agreed schedule of completion.
- G. Disregard or violation of any other provisions of the Contract Documents as determined by the Engineer.

53. COMPLETION OF CONTRACTS IN DEFAULT.

If for any reason, a contract is declared in default, the Owner shall have the right, without process or action at law to take over all or any portion of the work and complete it at its (his) option, either by day labor or by reletting same. Written notice shall be given the Contractor by the Owner that his contract has been declared in default and upon receiving such notice, the Contractor shall peaceably relinquish possession of said work or the parts thereof specified in the notice.

The Owner may, at its (his) option and at a rental which it considers reasonable, retain all Neither the Owner nor the Owner's officers, agents, or employees shall be in any way liable or accountable to the Contractor or his Surety for the method by which the completion of the said work, or any portion thereof, may be accomplished, or for the price paid therefor. Should the cost of completing the work be in excess of the original contract price, the Contractor and his Surety shall be held responsible for such excess cost. Should the cost of such completion including all proper charges, be less than the original contract price, the amount so saved shall be paid to the Contractor. Neither by taking over the work nor by declaring the contract in default shall the Owner forfeit the right to recover damages from the Contractor or his Surety for failure to complete the entire contract. Maintenance of the work shall continue to be the Contractor's and Surety responsibilities as provided for in the Bond and Guaranty of the Contractor.

54. EXCAVATION IN HIGHWAY RIGHTS-OF-WAY.

No trench excavation within a highway right-of-way shall be carried closer than 10 feet of all pavement edges. No dirt from trench excavation shall be piled on roadway shoulders, slopes, ditches, and berms shall be restored to their original condition.

The Contractor shall notify the Oklahoma Department of Transportation of his construction schedule not less than five (5) calendar days prior to commencing the work within the right-of-way. The Contractor shall conform to the requirements of the Oklahoma Department of Transportation as to details of construction methods and time of construction.

55. PROVISIONS FOR REROUTING AND DETOUR OF TRAFFIC.

The Contractor will be required to furnish all barricades, lights, signs, and flagmen where it becomes necessary to reroute traffic during the time construction is in progress in the City streets or highways. The detour will be determined by the Engineer and approved by the Owner and the Oklahoma Department of Transportation (Highways) and shall be in accordance with Manual of Uniform Traffic Control Devices, latest edition

56. REMOVAL AND REPLACEMENT OF EXISTING PIPE CULVERTS.

Existing pipe culverts and end treatments shall be avoided by contractor. Any damage to pipe culverts or end treatments caused by contractor or subcontractor shall be repaired at the contractor's expense to the satisfaction of the engineer.

57. SCHEDULE OF WORK SEQUENCE.

Upon award and prior to any construction, it shall be the responsibility of the Contractor to present, to the Owner and Engineer for approval, a schedule of the sequence in which the work will be performed. The schedule should include the following information:

- A.** The sequence of work in which the construction will be done.
- B.** The approximate period of time in constructing and testing of the facilities.
- C.** Coordination of work using two (2) or more crews.
- D.** Schedule of possible night work in making tie-ins and road crossings.

E. Define critical path.

58. COST BREAKDOWN.

Immediately after being awarded a contract for the work, the Contractor shall furnish the Engineer with a cost breakdown of each lump sum bid. Such a breakdown shall be in sufficient detail to permit its use in the preparation of progress estimates by the Engineer. Progress payments for materials and equipment on hand shall be based on invoice prices and invoice copies must be presented to the Engineer.

59. FINAL FIELD TESTS.

Upon completion of the work and prior to final payment, all equipment and appliances installed under this Contract shall be subjected to acceptance tests as specified or required to prove compliance with the Contract Documents.

The Contractor shall furnish labor, fuel, energy, water and all other material, equipment, and instrument necessary for all acceptance tests, at no additional cost to the Owner.

60. WATER FOR CONSTRUCTION. (DELETED)

61. ELECTRICITY FOR CONSTRUCTION. (DELETED)

62. SPECIAL CONSTRUCTION REQUIREMENTS IN STATE HIGHWAY RIGHT- OF-WAY.

- A. All Highway signs removed or disturbed shall be restored to original condition.
- B. All surplus material shall be removed from right-of-way and the excavation finished flush with surrounding natural ground.
- C. Operation along highways shall be performed in such a manner that all excavated materials be kept off the pavements at all times as well as all operating equipment.
- D. Barricades, warning signs and flagmen shall be provided by the Contractor.

63. CONTRACT DOCUMENTS.

The Contract Documents shall consist of all documents contained herein as stated in the Table of Contents including the Notice to Bidders (Advertisement), Special Conditions, Instructions to Bidders, Proposal, signed Agreement. Performance and Payment Bonds (when required), Special Bonds (when required), General Conditions of Agreement, Technical Specifications, Plans, and all modifications thereof incorporated in any of the documents before the execution of the Agreement.

64. POLES, SIGNS, GUY WIRES, ETC.

All utility poles, guy wires, private sign posts, signs, and similar private obstructions which interfere with the construction of this project will be removed and replaced by the Contractor at his own expense.

The removal and replacement of City street sign posts and signs is the responsibility of the Contractor. The Contractor shall be responsible for all damage to street sign posts and signs within the limits of his operations that remain in place or are removed and replaced.

In event street sign posts and signs are injured or destroyed by the Contractor's operations, they shall be replaced by the Contractor. No separate compensation will be paid for this work, but the costs thereof shall be included in such contract pay items as are provided.

65. PROTECTION OF TREES PLANTS AND SHRUBS.

The Contractor shall make every effort to protect all trees, plants, and shrubs encountered during construction and shall notify property owners, as specified above, before removal of any such item. In all cases where questions arise, the Contractor shall request clarification from the Engineer.

66. PROPERTY LINES AND MONUMENTS.

The Contractor shall protect all property lines, monuments and stakes encountered in his work. All monuments, and stakes for later use, that are disturbed or destroyed by the Contractor shall be replaced at his expense.

67. CONFINED SPACE ENTRY. (DELETED)

68. RECORD DOCUMENTS:

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

Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

69. SPECIFICATIONS:

- A. All materials and labor shall be in accordance with the 2009 Oklahoma Department of Transportation Standard Specifications for Highway Construction. Approved by the U.S. Department of Transportation, Federal Highway Administration, January 4, 2010.
- B. Contractor to provide County with collect bill of lading tickets from every truckload of material laid in place. Said tonnage will be used as basis for calculation of total tonnage used for the project.

70. PRE-WORK CONFERENCE:

The successful bidder is obligated to attend a pre-work conference with the Carter County District 1 Commissioner prior to commencement of construction.

71. POST CONSTRUCTION MATERIALS TESTING:

A geotechnical firm will sample and test the asphalt pavement conditions after overlay operations are complete to ensure the new pavement meets the requirements of the plans and specifications. This testing will be contracted and paid for by Carter County.

ODOT Special Provisions to the 2009 ODOT Standard Specifications
June 17, 2016

Spec. No.	Special Provision	Use . . .
<input type="checkbox"/> 102-4	A + B Bidding (Traditional Bid + Incentive/Disincentive Payment)	At the discretion of the designer and/or field.
<input type="checkbox"/> 102-9	Bidding Requirements for Right-of-way Clearance Contracts	On all right-of-way clearance projects.
<input type="checkbox"/> 103-1	Bonding Requirements	On all right-of-way clearance projects.
<input type="checkbox"/> 104-1	Railroad Flagging	When the project has RR R-O-W, and <i>flagging is paid separately.</i>
<input type="checkbox"/> 104-2	Railroad Flagging	When the project has RR R-O-W, and <i>flagging is paid under other items of work.</i>
<input checked="" type="checkbox"/> 106-5	Buy America	On all projects.
<input type="checkbox"/> 107-8	Legal Relations and Responsibility to Public (Railroad Insurance)	Anytime RR R-O-W is involved (Rail Programs Division should be consulted).
<input type="checkbox"/> 107-12	Federal Aviation Regulations	When construction is near an airport.
<input type="checkbox"/> 108-1	Progress and Prosecution for Right-of-Way Clearance Contracts	On all right-of-way clearance projects.
<input type="checkbox"/> 108-2	Administration and Extension of Contract Time (Winter Time Suspension)	When construction is expected to occur between December 21 st and February 15 th .
<input type="checkbox"/> 108-5	Prosecution Progress (90 Days)	When contract time may be suspended for the fabrication of traffic items.
<input type="checkbox"/> 108-6	Prosecution Progress (120 Days)	When contract time may be suspended for the fabrication of traffic items.
<input type="checkbox"/> 108-23	Flexible Notice to Proceed	At the discretion of the designer and/or field. Used to delay the work order.
<input type="checkbox"/> 108-27	Delayed Notice to Proceed	To prevent construction from beginning before a specified date.
<input type="checkbox"/> 108-81	Disincentive for Exposed Cold-Milled Pavement	When cold-milling asphalt driving surfaces.
<input type="checkbox"/> 108-182	Subletting of Contract (70%)	When the Prime Contractor is unable to perform 50% or more of the contract work due to the nature of the construction activities.
<input type="checkbox"/> 109-3	Price Adjustment for Fuel	On projects with a duration around 180 calendar days, and moving at least 50,000 CY of combined excavation, borrow, and/or embankment.
<input checked="" type="checkbox"/> 109-7	Price Adjustment for Asphalt Binder	On all AC paving projects (Do not use on AC/PC alternate projects).
<input type="checkbox"/> 110-1	General Provisions for Use of Electronic Data	When the Department is providing electronic design data to the Contractor for the purposes of bidding and/or construction using Automated Machine Guidance (AMG) technology.
<input type="checkbox"/> 201-1	Eastern Red Cedar Eradication	To encourage the removal of Red Cedar trees within the project right-of-way.
<input type="checkbox"/> 202-2	Osage Nation Mineral Reservation Sandy Soil Mining Permit	When excavating borrow material within, or transporting borrow material out of Osage county.
<input type="checkbox"/> 221-1	Temporary Fiber Logs	When fiber logs are used as part of the SWPPP.
<input type="checkbox"/> 246-2	Geogrid Earth Reinforcement	When placing geogrid under an embankment not under the roadway.
<input type="checkbox"/> 303-1	Aggregate Base	When aggregate base is being used as a component of the typical section, and will be allowed to be mixed on site.
<input type="checkbox"/> 303-2	Aggregate Base (Plant Mixed)	When aggregate base is being used as a component of the typical section, and is required to be plant mixed, and not mixed on site.
<input type="checkbox"/> 317-8	Cement Treated Base	When a cementitious additive is to be used to treat the subgrade of the paving section.

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ODOT Special Provisions to the 2009 ODOT Standard Specifications
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Spec. No.	Special Provision	Use . . .
<input type="checkbox"/> 325-1	Moisture Barrier Membrane	On all projects using <i>Moisture Barrier Membrane</i> .
<input type="checkbox"/> 407-2	Bonded Hot Mix Asphalt	When paying for Polymer Modified Cationic Rapid Set-1s (PMCRS-1s) instead of tack coat.
<input type="checkbox"/> 407-3	Non-Tracking (NT) Tack Material	When paying for Trackless Tack instead of tack coat. Use with Special Provision 708-25.
<input type="checkbox"/> 410-1	Milled Hot Recycling of Bituminous Material (Partial Depth) 2"+ Surface Recycling	When paying for Hot-In Place Recycled Asphalt
<input checked="" type="checkbox"/> 411-12	Longitudinal Joint Density On Asphalt Concrete Pavement	On all AC paving projects.
<input type="checkbox"/> 411-13	Warm Mix Asphalt	On all Superpave projects; with Special Provision 708-22
<input type="checkbox"/> 411-14	Asphalt Safety Edge	On asphalt highway construction (permanent or temporary) when the following conditions exists: the roadway is an open section, the increase in pavement thickness is 2" or greater, and the paved shoulder width is 4 feet or less.
<input type="checkbox"/> 411-15	Rich Intermediate Layer (RIL)	As directed by the Pavement Design Engineer, and/or as specified by the typical section depicted in the plans.
<input type="checkbox"/> 411-16	Hot Mix Asphalt (Lime)	With Special Provision 708-27, when hydrated lime or commercial lime slurry is allowed as an anti-stripping agent.
<input checked="" type="checkbox"/> 411-17	Compaction of Hot Mix Asphalt	On all AC paving projects.
<input type="checkbox"/> 414-17	Longitudinal Finish	Upon Department approval of longitudinal tining for the project.
<input type="checkbox"/> 415-1	Bituminous (Fiber Fill) Crack Sealing	When specifying a bituminous sealant which contains fibers.
<input type="checkbox"/> 430-2QA	Pavement and Bridge Deck Smoothness	When establishing pay adjustment factors for quality of pavement or bridge deck smoothness (<i>Zero Blanking Band</i>).
<input type="checkbox"/> 435-3	Fiber Reinforced, Bonded Portland Cement Concrete Overlay	When placing a fiber reinforced, bonded PCC pavement overlay on an existing PCC pavement.
<input type="checkbox"/> 504-1	Bridge Decks, Approaches, Rails and Parapets	When constructing modular expansion joints.
<input type="checkbox"/> 504-2	Finger Type Expansion Device	When constructing finger type expansion devices.
<input type="checkbox"/> 504-6	Rail, Parapets, and Curbs	When the Contractor is allowed to place rail, parapets, and/or curbs using slip form methods.
<input type="checkbox"/> 504-7	Bridge Deck Finish on County Bridges	On all county bridge deck projects.
<input type="checkbox"/> 507-1	Bearing Assemblies	With Special Provision 733-1, in all projects that call for bearing assemblies.
<input type="checkbox"/> 513-1	Anodes	When using anodes as part of the deck repair.
<input type="checkbox"/> 516-1	Pulse-Echo Testing of Drilled Shafts	When low strain impact integrity testing is desired.
<input type="checkbox"/> 516-3	Drilled Shaft Foundations	When constructing drilled shafts.
<input type="checkbox"/> 524-3	Fiber Reinforced Polymer Material	When structural strengthening using fiber reinforced polymer composite wrap is desired.

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ODOT Special Provisions to the 2009 ODOT Standard Specifications
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Spec. No.	Special Provision	Use . . .
<input type="checkbox"/> 525-1	Migratory Bird Nest Prevention for Bridge Structures and Culverts	With nest prevention pay items.
<input type="checkbox"/> 535-1	Surface Applied Penetrating Corrosion Inhibitors	When the corrosion inhibitor is intended to treat reinforcing steel 1 to 3 inches beneath concrete surfaces which have been contaminated with chlorides and may not be exposed at the time of treating.
<input type="checkbox"/> 613-1	Polypropylene Pipe Drainage Conduit	When allowed as a substitution for metal pipe. Use with Special Provision 726-2.
<input type="checkbox"/> 619-4	Plugging and Abandonment of Oil Wells	To specify the location and condition of each well.
<input type="checkbox"/> 619-5	Oil Field Equipment Removal	To specify the location and condition of oil field equipment to be removed.
<input type="checkbox"/> 656-4	American Burying Beetle (ABB)	When construction involves earth disturbing activities in ABB sensitive areas.
<input type="checkbox"/> 701-14	Optimized Gradation for Portland Cement Concrete Pavement	On all PC paving projects.
<input type="checkbox"/> 708-21	Reclaimed Asphalt Pavement and Shingles	Upon Department approval of the use of recycled asphalt pavement and/or shingles on the project.
<input checked="" type="checkbox"/> 708-22	Warm Mix Asphalt Material Requirements	With Special Provision 411-13, when warm mix asphalt is allowed in the pavement design; typically all AC paving projects.
<input checked="" type="checkbox"/> 708-23	Hamburg Rut Testing of Hot Mix Asphalt	On all asphalt paving projects.
<input type="checkbox"/> 708-24	Performance-Graded Asphalt Binder Using Multiple Stress Creep Recovery (MSCR) Test	When Rich Intermediate Layer is specified for the project; with Special Provision 411-15.
<input type="checkbox"/> 708-25	Material Requirements for Non-Tracking (NT) Tack Material	With Special Provision 407-3.
<input checked="" type="checkbox"/> 708-26	Plant Mix Bituminous Bases and Surfaces (Superpave)	On projects with an asphalt pay item for Superpave (S2-S6), OGGB, PFC, OGFSC, SMA, and/or RBL.
<input type="checkbox"/> 708-27	Lime for Asphalt Mixtures	With Special Provision 411-16, when hydrated lime or commercial lime slurry is allowed as an anti-stripping agent.
<input checked="" type="checkbox"/> 708-28	Multiple Stress Creep Recovery (MSCR) Testing	On all AC paving projects.
<input type="checkbox"/> 711-1	Permanent Pavement Marking Tape	With 857(D), "Non-Removable Pavement Marking Tape," pay items.
<input type="checkbox"/> 724-1	Bridge Bearing Structural Steel	In all projects that call for bearing assemblies.
<input type="checkbox"/> 726-1	Structural Steel Plate Pipe, Pipe Arches, and Arches	On projects using flexible conduits.
<input type="checkbox"/> 726-2	Polypropylene Pipe Drainage Conduit	When allowed as a substitution for metal pipe. Use with Special Provision 613-1.
<input type="checkbox"/> 733-1	Elastomeric Bearing Pads	With Special Provision 507-1, in all projects that call for bearing assemblies.
<input type="checkbox"/> 737-2	Anti-Graffiti Coating Systems	When applying anti-graffiti stain to new or existing concrete surfaces.
<input type="checkbox"/> 809-1	Bridge Navigation Lighting	When paying for <i>Bridge Navigation Lighting</i> .
<input type="checkbox"/> 823-1	Temporary Traffic Signals	When using portable traffic signals as part of the traffic control plan.
<input type="checkbox"/> 855-7	Traffic Stripe (Plastic)	In all projects calling for plastic traffic stripe, arrows, words, or symbols.
<input type="checkbox"/> 856-1	Traffic Stripe (Multi-Polymer)	In all projects calling for multi-polymer traffic stripe, arrows, words, or symbols.
<input type="checkbox"/> 857-2	Construction Zone Pavement Markings	On all projects requiring stripe removal.
<input type="checkbox"/> 877-1	Portable Longitudinal Barrier	When providing, placing, and/or relocating portable longitudinal barriers.
<input type="checkbox"/> 880-1	Plastic Drums	When using or allowing plastic drums as part of the traffic control.

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ODOT Special Provisions to the 2009 ODOT Standard Specifications
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Spec. No.	Special Provision	Use . . .
<input type="checkbox"/> 880-6	Temporary Roadway Lighting Assembly	When paying for temporary roadway lighting assemblies.
<input type="checkbox"/> 882-2	Portable Automated Real-Time Work Zone Information System (Smart Work Zone)	On projects utilizing Smart Work Zone.

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