

NOTICE TO BIDDERS

Sealed proposals will be accepted from General Contractors in the Office of the City Clerk, City of Sapulpa, 425 East Dewey, Sapulpa, Oklahoma, 74066, until 2:00 p.m., **Tuesday, January** 13th, 2026, for the following item(s):

BID NO. COS-10117 Gray Street Improvements

Proposals will be opened at 2:00pm on **Tuesday, January 13th, 2025**, and will be considered for award at the next regular City Council meeting, at 7:00pm. in the City Council Chambers, Second Floor, 425 East Dewey, Sapulpa, Oklahoma. Notwithstanding any provision or language to the contrary, the City of Sapulpa reserves the right to reject any, and all bids for any reason whatsoever in the sole discretion of the City.

A Pre-Bid Meeting will be held at City Hall on **Tuesday**, **December 16th**, **2025** in the City Council Chambers at 10:00am to answer any questions or comments.

Specifications may be obtained on the City of Sapulpa website in the Quicklinks tab in the upper right corner, then select Bid Opportunities.

<u>Please address any questions concerning specifications and/or to schedule an onsite visit too:</u>
<u>Scott Rodehaver, scott.rodehaver@wallace.design; or Mike Egan, mike.egan@wallace.design</u>

Bids will only be accepted in hard copy at the City Clerk's office. Faxed or email bids will not be considered. Write the bid number, opening date/time and title on the lower left corner of your bid envelope.

Michael Russell Project Manager City of Sapulpa (918) 224-3040 mrussell@sapulpaok.gov

Gray Street Improvements

CONSTRUCTION CONTRACT DOCUMENTS

TABLE OF CONTENTS

I. BID/PROPOSAL AND CONSTRUCTION DOCUMENTS

II. SURETY BONDS

Statutory Bond Performance Bond

Maintenance Bond

III. STANDARD CONTRACT TERMS AND CONDITIONS FOR PUBLIC CONSTRUCTION CONTRACTS

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- 2.0 Scope
- 3.0 Contract Administrator's Power and Duties
- 4.0 Time for Completion
- 5.0 Liquidated Damages
- 6.0 Contractor's Duties and Responsibilities Regarding the Work
- 7.0 Contractor's Obligation and Risk
- 8.0 Contractor to Check Drawings and Schedules
- 9.0 Drawings Furnished by Contractor
- 10.0 Patent Rights
- 11.0 Modification and Alterations
- 12.0 Suspension of Work on Notice
- 13.0 City's Right to Terminate Contract
- 14.0 Contractors' Right of Protest
- 15.0 Extra Work
- 16.0 Supervision and Inspection
- 17.0 Control of Materials
- 18.0 Legal Duties and Responsibilities to the Public
- 19.0 Contractor Is Independent Contractor
- 20.0 Contractor and His Employees
- 21.0 Assignment and Subletting of Contract
- 22.0 Indemnification and Defense of Suits
- Worker's Compensation, Employer's Liability Insurance, Owner's Risk and Liability Insurance and Property Insurance Requirements
- 24.0 Minimum Insurance Amounts
- 25.0 Method and Basis of Payment for Items of Work
- 26.0 Administrative Costs and Fees
- 27.0 Payments
- 28.0 Release of Liability and Acceptance
- 29.0 Payment or Acceptance Not a Waiver by City

IV. GENERAL SPECIFICATIONS

Division I Control of Equipment
Division II Construction Specifications
Division III Material Specifications

V. CHANGE ORDER

VI. NOTICE TO PROCEED

VII. PUBLIC IMPROVEMENT CONTRACT AGREEMENT

SECTION I. BID/PROPOSAL AND CONSTRUCTION DOCUMENTS

BIDDER INFORMATION SHEET

To be completed by all Bidders For Contracts/BID PROPOSALS with the City of Sapulpa (Please print in ink or type)

Project/Bid No. or Description		
Full Name of Bidder		
Legal Identity (Corporation, Partnership, Individual, etc.)		
Address		
Telephone No.		
Fax No.		
Taxpayer Identification No.	· · · · · · · · · · · · · · · · · · ·	
Contact Person		
E-mail address (Optional)		

Contractor's Qualification Statement

The Undersigned certicomplete so as not to		the information	n provided herein is t	rue and sufficiently
	City of Sapulpa	C	OV 74066	
ADDRESS:	425 East Dewey Av	venue, Sapulpa,	OK /4066	
SUBMITTED BY:			Corporation	ı 🗌
NAME:			Partnership	
ADDRESS:			Individual	
			Joint Ventur	re 🗌
PRINCIPAL OFFICE				
NAME OF PROJECT				
TYPE OF WORK (fil	e separate from for	each Classificat	ion of Work):	
General Co	nstruction		HVAC	
Plumbing			Electrical	
Other:			<u> </u>	

1. ORGANIZATION

- 1.1 How many years has your organization been in business as a Contractor?
- 1.2 How many years has your organization been in business under its present business name?
 - 1.2.1 Under what other or former names has your organization operated?
- 1.3 If your organization is a corporation, answer the following:
 - 1.3.1 Date of incorporation:
 - 1.3.2 State of incorporation:
 - 1.3.3 Presidents name:
 - 1.3.4 Vice-president's name(s):
 - 1.3.5 Secretary's name:
 - 1.3.6 Treasurer's name:
- 1.4 If your organization is a partnership, answer the following:
 - 1.4.1 Date of organization:
 - 1.4.2 Type of partnership (if applicable):
 - 1.4.3 Name(s) of general partner(s):
- 1.5 If your organization is individually owned, answer the following:
 - 1.5.1 Date of organization:
 - 1.5.2 Name of owner:
- 1.6 If the form your organization is other than those listed above, describe it and name the principals:

2. LICENSING

- 2.1 List jurisdiction and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.
- 2.2 List jurisdiction in which your organization's partnership or trade name is filed.

3. EXPERIENCE

- 3.1 List the categories of work that your organization normally performs with its own forces.
 - a)
 - b)
 - c)
 - d)
 - e)

- 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)
 - 3.2.1 Has your organization ever failed to complete any work awarded to it?
 - 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
 - 3.2.3 Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?
- 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, pleases attach details.)
- 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

 SEE APPENDIX A
- 3.4.1 State total worth of work in progress and under contract:
- On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

SEE APPENDIX B

- 3.5.1 State average annual amount of construction work performed during the past five years:
- On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

 SEE ATTACHED KEY PERSONNEL

4. REFERENCES

- 4.1 Trade References: SEE APPENDIX C
- 4.2 Bank References: SEE APPENDIX C

- 4.3 Surety:
 - 4.3.1 Name of bonding company:
 - 4.3.2 Name and address of agent:

5. FINANCING

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

- 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:
- 5.1.3 Is the attached financial statement for the identical organization named on page one?
- 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).
- 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

6.	SIGNA	TURE

6.1	Dated at this	day of	, 202	25
Name	e of organization:			
By:				
Title:				
6.2	provided herein is	being duly sworn true and sufficiently c	1	s that the information t to be misleading.
Subso	cribed and sworn before	ore me this da	y of	, 2025.
		Notary Pu	blic	
		•	nission Expires:_	

APPENDIX A CURRENT AND RECENT PROJECTS

JOB: <u>CITY/STATE</u>

APPENDIX B MAJOR PROJECTS LAST 5 YEARS

PROJECT CITY/STATE

KEY PERSONNEL

NAME/TITLE YEARS/EXPERIENCE

APPENDIX C REFERENCES

TRADE REFERENCES:

BANK REFERENCES:

BID FORM

Gray Street Improvements

l,	(Bidder), having read all the specifications and				
requirements i	in the bid documents, do all materials and labor:	hereby propose the following price	es for the specified projects,		
Gray Street Im	provements	тот	TAL:		
		DAYS TO COMPLETION	ON:		
Company:					
Name:					
Title:					
Signature:		Date:			
I attest that the	e above signature is true an	d valid.			
Notary:		(SEAL)			
My Commissio	n Expires:				

(This form must be notarized, or bid will be rejected)

CITY OF SAPULPA AFFIDAVITS

STATE OF	}		
COUNTY OF	} SS }		
1, of lawfu agent authorized by the bidder to submany partnership, joint venture, or othe within one (1) year prior to the date of the project is as follows:	nit the attached bid r business relations	ship presently in effect of	at the nature of r which existed
Affiant further states that the names positions they hold with their respective			lationships and
(If none of the business relationships h	nerein above mentic	oned exist, affiant should	so state.)
2. Affiant states that no officer or em owns any interest in the bidder's busin		of Sapulpa either direct	ly or indirectly,
Affiant further states that the following direct or indirect interest in the bidder'		uployee of the City of Sap	ulpa have some
3. Affiant further states that the bidd restraint of freedom of competition by or with any State, County, or City of prospective Contract, or in any other between bidder and any State, County thing of value for special consideration	agreement to bid at fficial or employee terms of said pros y, or City official of	t a fixed price or to refrait as to quantity, quality, spective Contract; or in a concerning exchange of	n from bidding; or price in the any discussions
Further Affiant Sayeth Not.			
Signature		Title	
Subscribed and sworn to before me thi	is day of	, 20	
My Commission Expires:		Notary Public	

CITY OF SAPULPA General Information

INTENT:

The intent of these specifications is to set minimum requirements, not to otherwise limit bidding for the supply of above stated product/equipment/service.

Bidders shall quote on new, latest production model equipment which shall include all standard advertised equipment, accessories and safety items which are included as standard in the advertised and published literature for the equipment. No such item of equipment or accessories shall be removed or omitted for the reason that it was not specified in the bid. Standard production items may be removed only where it is necessary to install other items in lieu thereof to comply with these specifications, which are to be considered minimum requirements.

WARRANTY:

All bids for equipment shall require a standard manufacturer's warranty to testify to the integrity of the products to be furnished and the manufacturer's responsibility for the repair and/or replacement of parts found to be defective.

The City of Sapulpa shall expect the manufacturer/distributor to have an adequate stock of replacement parts available to service the equipment and to make delivery within a reasonable time of all normal replacement parts to their dealers in the Sapulpa and/or Tulsa Metropolitan area who service the equipment. The City further expects that warranty service and repairs as well as non-warranty service and repairs will be handled in an expeditious manner when required.

ERRORS OR OMISSIONS:

Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the Bid. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.

PRICES QUOTED:

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, if requested. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern.

The City of Sapulpa is exempt from Federal Excise Tax and Oklahoma State Taxes on direct purchases of tangible property.

APPROVED EQUAL:

When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is he Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

SAMPLES AND DEMONSTRATIONS:

Samples or inspection of product/equipment may be requested to determine suitability. Samples or inspection will be made either before or after the opening of the bid, but before award of the bid is made. When requested, samples must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a location chosen by the City and convenient to both parties, barring any special conditions. Failure to provide samples or demonstrations, if requested by the City, may result in rejection of a bid.

USE OF OTHER GOVERNMENTAL CONTRACTS:

The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.

COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES:

Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder mailing list for a specified time and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity

ACCEPTANCE:

The product delivered in response to ITB award shall remain the property of the Seller until accepted to the satisfaction of the City. The product must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage

and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of products or services.

HOLD HARMLESS:

The Contractor/Vendor agrees to protect, defend, indemnify, and hold harmless the City of Sapulpa and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

TERMINATION FOR CAUSE/CONVENIENCE:

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this agreement, or with such part or parts of the agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

The City also reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

NON-APPROPRIATION OF FUNDS:

The obligation of the City for payment to a contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

PERMITS, TAXES, LICENSES:

The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.

UNUSUAL CIRCUMSTANCES:

If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustment must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

- The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
- The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
- If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

ASSIGNMENT:

Contractor shall not transfer or assign the performance required by this ITB without the prior 'written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.

BIDDER'S LIABILITY AND INSURANCE REQUIREMENTS:

General Liability — The City shall not be held liable or responsible for any accident, loss, assault, battery, defamations, false arrest, false imprisonment, invasion of privacy, intentional or negligent infliction of emotional distress, injury (including death), or damages happening or occurring during the term of the performance of the work, to persons and/or property, and the Contractor shall fully indemnify and protect the City from and against the same. In addition to the liability imposed by law on the Contractor for damage or injury (including death) to persons or property

by reason of negligence of the Contractor or his agents, such liability is not impaired or otherwise affected hereby and the Contractor hereby assumed liability for and agrees to save the City harmless and indemnify him for every expense, liability or payment by reasons or any damage or injury (including death) to persons or property suffered or any of his subcontractors or anyone directly or indirectly employed by either of them or arising in any way from the work called for in the contract.

<u>Liens</u> — Contractor shall agree to indemnify and hold the City harmless from all claims, demands, causes or actions or suits of whatever nature arising out the services, labor and materials furnished by the Contractor or his subcontractors under the scope of this contract and from all laborers', materials men's and mechanics' liens upon the real property upon which the work is located or any property of the City of Sapulpa.

<u>Insurance Requirements</u> - The Contractor, and any sub-contractors, shall carry and keep in force during the term of the contract policies of public liability and insurance including any contractual liability assumed under the contract in the minimum amounts set forth below and worker's compensation and employer's liability insurance in the amount required by law. The Contractor shall also furnish an owner's protective policy in the same amounts with the City of Sapulpa as the named assured by the same insurance company as the insurer of Contractor's liability coverage.

Personal Injury, each person	\$	100,000
Personal Injury, each occurrence	\$1	,000,000
Property Damage, each person	\$	25,000
Property Damage, each occurrence	\$	100,000

The policy shall provide a clause stating that it cannot be cancelled by the insurer without the insurer first giving the City ten (10) days written notice of cancellation. The Contractor shall furnish the City a certificate of insurance showing such coverage within ten (10) days following the award of the contract by the City prior to starting work. The City of Sapulpa shall be listed as an additional insured on all certificates of insurance.

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED:

During the performance of this contract, the contractor agrees he will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

ADDENDA AND INTERPRETATIONS:

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all the bidders. The City of Sapulpa is not bound by any oral representation, clarifications or changes made in the written specifications by the City of Sapulpa employees unless such clarification or change is provided to bidders in written addendum form from the Purchasing Director.

AWARD OF BID:

The bid shall be awarded to the firm whose proposal is responsive to the bid and is most advantageous to the City, considering the factors in the bid and set forth below.

- 1. Authority of the City Council: The City Council shall have the authority to award contracts within the parameters of ordinances and City Charter of the City of Sapulpa.
- 2. Lowest qualified bidder: Contracts shall be awarded to the lowest qualified bidder meeting specifications. In determining "lowest qualified bidder", in addition to price, the following factors shall be considered:
 - A. The ability, capacity, and skill of the bidder to perform the contract or provide the equipment required.
 - B. Whether the bidder can perform the contract or provide the equipment promptly or within the time specified, without delay or interference.
 - C. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
 - D. The quality of performance of previous contracts or services.
 - E. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
 - F. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service and/or equipment.
 - G. The quality, availability, and adaptability of the equipment to the particular use required.
 - H. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
 - I. Where an earlier delivery date would be of great benefit to the requisitioning agency, the date and terms of delivery may be considered in the bid award.
 - J. The number and scope of conditions (if any) attached to the bid.

IRREGULAR PROPOSALS:

Proposals will be considered irregular and may be rejected as non-responsive if:

1. The Proposal is on a form other than that approved by the City of Sapulpa, or if the form is altered or incomplete.

- 2. There are unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend to make the Proposal incomplete, indefinite, or ambiguous.
- 3. The bidder adds provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award. This does not exclude a proposal limiting the maximum gross amount of awards acceptable to any one bidder bid letting, provided that selection of awards in make by the City.
- 4. The Proposal does not contain a unit price for each pay item listed except in the case of authorized alternate pay items.
- 5. Any of the unit bid prices are significantly unbalanced to the potential detriment of the City.
- 6. The Proposal is not properly signed.
- 7. The Proposal is not typed or completed in ink.
- 8. The bidder fails to sign the non-collusive bidding certification.
- 9. The Proposal fails to comply with any other material requirement of the invitation for bids.

REJECTION OF BIDS:

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

- 1. More than one Proposal for the same work from an individual, firm partnership, joint venture, or corporation whether under the same or different name.
- 2. The prospective bidder is debarred or ruled unacceptable by the City, a Federal Agency or other Governmental Agency.
- 3. Submission of irregular Proposal as set forth in previous section.
- 4. Unsatisfactory performance on previous work.
- 5. Uncompleted work which, in the judgment of the City, might hinder or prevent the prompt completion of additional work if awarded.
- 6. Default under previous Contract(s).
- 7. Errors in preparation of the Proposal.
- 8. Failure to settle bills for labor or materials on past or current contracts.

CONSTRUCTION PLANS FOR

GRAY STREET IMPROVEMENTS CITY OF SAPULPA, OKLAHOMA BID # COS-10114

CURRENT CITY OF SAPULPA STANDARD SPECIFICATIONS AND STANDARD DETAILS GOVERN. ALL OTHER CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE 2019 OKLAHOMA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.

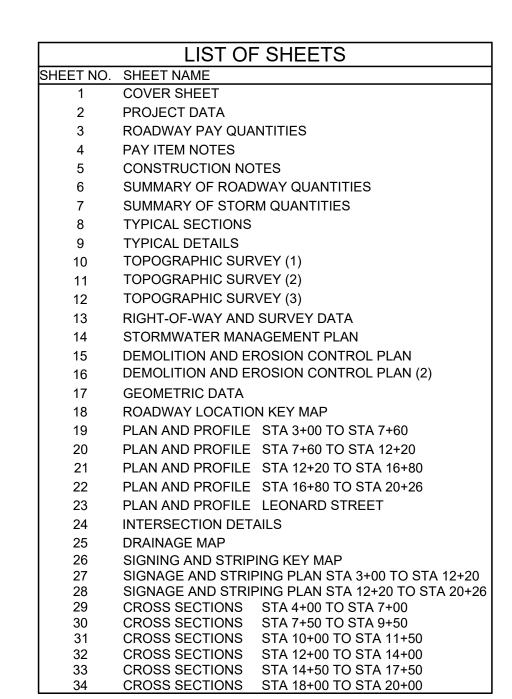
THIS PROJECT COMPLIES WITH ALL OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) REQUIREMENTS.

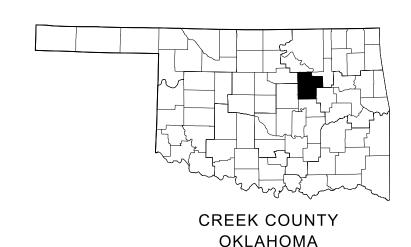
ENTIRE PROJECT IS WITHIN CORPORATE LIMITS OF CITY OF SAPULPA.

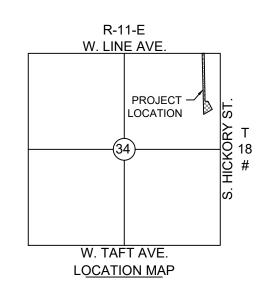
IN ACCORDANCE WITH ODOT SECTION 105.14. THE CITY OF SAPULPA IS ANTICIPATING THAT THE SUCCESSFUL CONTRACTOR WILL UTILIZE THE APPROPRIATE MEANS AND METHODS TO ACCOMPLISH THE WORK DESCRIBED IN THE PLANS WITHOUT CAUSING COLLATERAL DAMAGE TO THE EXISTING INFRASTRUCTURE. CURRENT CITY OF SAPULPA CONSTRUCTION BUDGETS DO NOT ALLOW FOR GROWTH OF THE PROJECT.

UTILITY COORDINATION BOX					
	NUMBER	NOTIFIED			
UTILITY MAINTENANCE	918-248-5928				
STREET DEPARTMENT	918-216-1849				
PUBLIC WORKS ADMINISTRATOR	918-248-5928				
STORMWATER MANAGEMENT	918-248-5934				
CALL OKIE UTILITY LOCATE	800-522-OKIE				
LIST UTILITIES FROM CALL OKIE WORK					
ORDER#					
OKLAHOMA NATURAL GAS COMPANY	918-831-8215				
AT&T	539-444-1078				
CENTURYLINK	800-603-6000				
OKLAHOMA GAS AND ELECTRIC	405-619-6500				

LEGEND					
Ø POWER POLE	\	FIRE HYDRANT			
※ LIGHT POLE	0	WATER METER			
← GUY ANCHOR	\bowtie	WATER VALVE			
■ ELECTRIC PULL BOX	₩ ^{HYD}	WATER HYDRANT			
EM ELECTRIC METER	0	SEWER CLEAN-OUT			
■ ELECTRIC BOX	(\$3)	SANITARY SEWER MANHOLI			
☑ ELECTRIC JUNCTION E	зох	ACCESSIBLE PARKING			
A/C UNIT	*	BENCHMARK			
GAS METER	0	PIPE BOLLARD			
⋈ GAS VALVE	MB	MAILBOX			
DOWNSPOUT	F P	FLAG POLE			
⊸ SIGN	\bigcirc	TREE			
	A MARKE	BUSH			
DO DOOR OPENING					
FF/FFE	FINISHED I	FLOOR ELEVATION			
PP/SD	POWER PO	OLE W/ SERVICE DROP			
CL	CENTERLI	NE			
ТС	TOP OF CU	JRB			
———— UGE —————	UNDERGROUND ELECTRIC				
G	GAS LINE				
———— OHE ————	OVERHEA	D ELECTRIC			
s	SANITARY SEWER LINE				
w	WATER LINE				
<u> </u>	CHAIN LINK FENCE				
<u> </u>					
	MAJOR CONTOUR (5 FT INT.)				
———————————————————————————————————————	MINOR CO	NTOUR (1 FT INT.)			









CAUTION NOTICE TO CONTRACTOR

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SHEET 1 OF 34 SHEETS

COVER SHEET GRAY STREET IMPROVEMENT BID # COS-10114 CITY OF SAPULPA PUBLIC WORKS DEPARTMENT PLANS AND ESTIMATES PREPARED BY: structural · civil · landscape · survey 123 north martin luther king jr. blvd.

collective 918.584.5858 exp: 6-30-27 BY DATE PLAN SCALE: REVISION DESIGNED CB 07/10/23 SURVEY RODEHAVER PROFILE SCALE: PROJ MGR. HORIZONTAL: LEAD MGR. FIELD MGR. VERTICAL DRAWING: DATE: 10/13/25 FILE:



SITE BENCHMARKS BENCHMARK 1 BENCHMARK 4 **BENCHMARK 2 BENCHMARK 3 CUT 'X' ON CURB** CUT 'X' ON CURB **CUT 'X' ON CURB** CUT 'X' ON CURB ELEV:779.58 ELEV: 786.38 ELEV: 775.98 ELEV: 764.31 N: 370393.42 N: 370120.08 N: 369770.43 N: 370280.99 E: 2523623.92 E: 2523879.06 E: 2523586.47 E: 2523560.04 BENCHMARK 5 BENCHMARK 6 BENCHMARK 7 3/8" IP w/ "WDC" CAP CUT 'X' ON CURB 3/8" IP w/ "WDC" CAP ELEV: 741.05 ELEV: 745.30 ELEV: 711.03 N: 369771.50 N: 369388.47 N: 369002.92 E: 2523615.59 E: 2523925.54 E: 2523602.60



♥TBM #6 U.S. RTE 66

PROJECT LOCATION MAP

SCALE: 1" = 200'

RSF-0 REINFORCED SILT FENCE INSTALLATION AND APPLICATIONS

TSD-0 TEMPORARY SILT DIKE APPLICATIONS

TRFD-O TEMPORARY ROCK FILTER DAM

ASCD-6-1 ASPHALT SURFACING CONSTRUCTION DETAILS CSCD-6-2 CONCRETE SURFACING CONSTRUCTION DETAILS

LECS-5-2 JOINTS AND SEALERS - LONGITUDINAL, EXPANSION /ISOLATION

AND CONTRACTION

PED-4-1 PAVEMENT EDGE DRAIN

SMD-4-2 CAST-IN-PLACE STANDARD MEDIAN DRAIN (18" TO 36" PIPES)

PCES-5-1 PREFABRICATED CULVERT END SECTIONS

PMD-1-1 PRECAST MANHOLE DETAILS

CCI-1-0 CONCRETE CULVERT INSTALLATION (1 OF 2 SHEETS)

CCI-2-0 CONCRETE CULVERT INSTALLATION (2 OF 2 SHEETS)

TCI-1-0 THERMOPLASTIC CULVERT INSTALLATION

PBB-1-3 PIPE BEDDING AND BACKFILL

MI-4-2 MAILBOX INSTALLATION

PM8-1 PAVEMENT MARKING (RAILROAD CROSSING) PM8-3 PAVEMENT MARKING (RAILROAD CROSSING)

SSP1-1 SQUARE TUBE POST DETAILS

SSA1-1 SHEET SIGN ASSEMBLY DETAILS (SQUARE TUBE)

ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE 2019 OKLAHOMA STANDARD SPECIFICATIONS FOR HIGHWAY

CONSTRUCTION.

THIS PROJECT COMPLIES WITH ALL OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) REQUIREMENTS.

SURVEY DATA

1.HORIZONTAL CONTROL:

A.OKLAHOMA STATE PLANE COORDINATE SYSTEM, LAMBERT PROJECTION, NORTH ZONE.

B.ACCURACY - 3RD ORDER OR BETTER.

2.BEARINGS:

A.THE BEARINGS SHOWN HEREIN ARE GRID BEARINGS DERIVED FROM THE OKLAHOMA

STATE PLANE COORDINATE SYSTEM AND ARE NOT ASTRONOMICAL. B. THE BASIS OF BEARING BEING NORTH 01°01'44" WEST AS THE WEST LINE OF BLOCK

FOUR (4), BUSINESS MEN'S ADDITION TO THE CITY OF SAPULPA, PER OKLAHOMA STATE

PLANE COORDINATE SYSTEM, NORTH ZONE.

3.VERTICAL CONTROL:

E: 2523925.54

A.LEVEL DATUM IS NAVD 1988

B.ACCURACY - 3RD ORDER OR BETTER.

	SITE BENCI	HMARKS	
BENCHMARK 1 CUT 'X' ON CURB ELEV: 786.38 N: 370393.42 E: 2523586.47	BENCHMARK 2 CUT 'X' ON CURB ELEV: 775.98 N: 370120.08 E: 2523560.04	BENCHMARK 3 CUT 'X' ON CURB ELEV: 764.31 N: 369770.43 E: 2523623.92	BENCHMARK 4 CUT 'X' ON CURB ELEV:779.58 N: 370280.99 E: 2523879.06
BENCHMARK 5 CUT 'X' ON CURB ELEV: 741.05 N: 369771.50	BENCHMARK 6 3/8" IP w/ "WDC" CAP ELEV: 745.30 N: 369388.47	BENCHMARK 7 3/8" IP w/ "WDC" CAP ELEV: 711.03 N: 369002.92	

E: 2523615.59

E: 2523602.60

STREET	DESIGN SPEED	LENGTH (FT)	LENGTH (MILES)	LENGTH (LANE MILES)
NORTH GRAY STREET	25	1625	0.31	0.62
	TOTAL	1625	0.31	0.62



CAUTION

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PROJECT DATA

GRAY STREET IMPROVEMENT BID # COS-10114

CITY OF SAPULPA PUBLIC WORKS DEPARTMENT

PLANS AND ESTIMATES PREPARED BY:

DRAWING:



			187	collective	918.584.58	358	_
REVISION	BY	DATE	PLAN SCALE:	DRAWN	MDE	10/13/25	
			N.A.	DESIGNED	SMR	10/13/25	
				SURVEY	СВ	07/10/23	
			PROFILE SCALE:	PROJ MGR.			
			HORIZONTAL:	LEAD MGR.			
			N.A.	FIELD MGR.			
			VERTICAL:				

FILE:

DATE: 10/13/25 SHEET 2 OF 34 SHEETS

oklahoma ca146 exp: 6-30-27

(COS 2315) VALVE BOX EXTENSION

ITEM	SPEC. NO.	DESCRIPTION	PAYITEM NOTE	UNIT	QUANTIT TOTAL
1	201(A)	CLEARING AND GRUBBING	E-1, 2	ACRE	2.0
2	202(A)	UNCLASSIFIED EXCAVATION	E-3, 4, 5, R-1	CY	60-
3	202(D)	UNCLASSIFIED BORROW	E-5	CY	1,09
5	205(A) 220	TYPE A SALVAGED TOPSOIL SWPPP DOCUMENTATION AND MANAGEMENT	E-6, 7, 8	CY LS	52
6	221(B)	TEMPORARY SILT FENCE	E-7	LF	36
7	221(E)	TEMPORARY SILT DIKE	E-7	LF	10
8	221(E)	TEMPORARY ROCK FILTER DAM	E-7	CY	33
9	230(A)	SOLID SLAB SODDING	E-10, 11	SY	2,00
10	303(A)	AGGREGATE BASE TYPE A	E-5, S-2	CY	1,38
11	310(B)	SUBGRADE METHOD B	E-5	SY	8,09
12	325	SEPARATOR FABRIC	E-5, S-3	SY	8,87
13	411(B)	SUPERPAVE, TYPE S3 (PG 64-22 OK)	S-5, 6, 7, 8	TON	1,91
14	411(C)	SUPERPAVE, TYPE S4 (PG 64-22 OK)	S-5, 6, 7, 8	TON	87
15	414(A)	P.C. CONCRETE PAVEMENT (PLACEMENT)	S-10, 11	SY	308
16	414(G)	P.C. CONCRETE FOR PAVEMENT	S-10, 11, 12, 13	CY	57
17	601(A)	TYPE I PLAIN RIPRAP		TON	:
18 19	601(I)	FILTER FABRIC (RIPRAP) COMBINED CURB AND GUTTER (6"BARRIER)	S-12, 13, 15, 16	SY LF	2.49
20	609(B) 610(B)	CONCRETE DRIVEWAY (6")	S-12, 13, 16, 17	SY	2,480
21	611(A)	(4' I.D.) MANHOLE, COMPLETE IN PLACE	D-1, 2, 3, 4, 5	EA	213
22	611(G)	INLET, RECESSED CURB INLET, 4' WIDE, COMPLETE IN PLACE	D-2, 3, 7, 8, 9, 10, 11	EA	2
23	611(G)	INLET, RECESSED CORB INLET, 4 WIDE, COMPLETE IN PLACE	D-2, 3, 7, 8, 9, 10, 11	EA	2
24	611(H)	ADD'L DEPTH IN INLET, RECESSED CURB INLET, 4' WIDE	D-10	VF	3
25	611(H)	ADD'L DEPTH IN INLET, RECESSED CURB INLET, 8' WIDE	D-10	VF	3
26	613(E)	15" CORRUGATED POLYETHYLENE PIPE (HDPE), COMPLETE IN PLACE	D-13, 15, 16	LF	588
27	613(E)	18" CORRUGATED POLYETHYLENE PIPE (HDPE), COMPLETE IN PLACE	D-13, 15, 16	LF	124
28	613(L)	PREFABRICATED CULVERT END SECTION, 18" ROUND	D-13, 15, 16	EA	
29	613(J)	EDGE DRAIN CONDUIT - PERFORATED	D-13, 14	LF	800
30	613(K)	EDGE DRAIN OUTLET LATERAL - NONPERFORATED	D-13, 14, 15	LF	12
31	619(B)	REMOVAL OF ASPHALT PAVEMENT	R-1, 2, 5, 6	SY	4,90
32	619(B)	REMOVAL OF ASPHALT PAVEMENT	R-1, 2, 5, 6	SY	378
33	619(B)	REMOVAL OF CURB AND GUTTER	R-1, 2, 5, 6	LF	693
34	619(B)	REMOVAL OF CONCRETE SIDEWALK	R-1, 2, 5, 6	SY	30!
35	619(B)	REMOVAL OF DRIVEWAY	R-1, 2, 5, 6	SY	125
36	619(B)	REMOVAL OF AREA INLET	R-1, 2, 5, 6	EA	:
37	619(B)	REMOVAL OF 18" RCP STORM DRAIN	R-1, 2, 5, 6	LF	173
38	619(B)	REMOVAL OF FIRE HYDRANT	R-1, 2, 5, 6, W-4	EA	:
39	619(B)	REMOVAL OF 6" WATERLINE	R-1, 2, 5, 6, W-4	LF	3:
40	619(C)	SAWING PAVEMENT		LF	378
41	640(A)	RELD OFFICE		EA	1
42	641	MOBILIZATION	G-2	EA	
43	642	CONSTRUCTION STAKING LEVEL II	G-3, 4	EA	
44 45	805(A)	REMOVAL OF TRAFFIC ITEMS	T-1 T-2	EA	
46	850(A) 851C)	SHEET ALUMINUM SIGN SQUARE TUBE POST	1-2	SF LF	58
46	854(A)	TRAFFIC STRIPE PAINT		LF	121
48	854(B)	TRAFFIC STRIPE PAINT (ARROW, WORD, OR SYMBOLS)		EA	1,21
49	880(B)	SIGNS 0.00 TO 6.25 SF	T-2, 3, 4, 5, 6	SD	6,480
50	880(B)	SIGNS 6.26 TO 15.99 SF	T-2, 3, 4, 5, 6	SD	12,960
51	880(B)	SIGNS 16.00 AND UP	T-2, 3, 4, 5, 6	SD	6,480
52	880(C)	BARRICADES (TYPE III)	T-2, 3, 4, 5, 6	SD	2,880
53	880(E)	TYPE "A" WARNING LIGHT	T-3, 5, 6	SD	18,720
54	880(E)	TYPE "C" WARNING LIGHT	T-3, 5, 6	SD	12,60
55	880(F)	DRUMS	T-2, 3, 4, 5, 6	SD	12,600
56	880(G)	TUBE CHANNELIZERS	T-2, 3, 4, 6	SD	12,600
57	SPECIAL	PROJECT SIGN (CITY OF SAPULPA)	T-7	EA	
58	SPECIAL	URBAN RIGHTOFWAY RESTORATION	G-5, 6, 7, 8	EA	:
59	SPECIAL	OWNER ALLOWANCE		EA	:
60	SPECIAL	CONSTRUCTION AS-BUILT		EA	:
61	SPECIAL	CONTRACTOR'S QUALITY CONTROL		EA	:
62	SPECIAL	RAILROAD RIGHT-OF-WAY PERMIT		EA	1
	NE QUANTITIES				
62	(COS 2306)	6 INCH PVC AWWA C900 CLASS 200 DR-14 (RJ)	W-1, 2, 3, 5, 6, 7, 10, 15, 16	LF	3
63	(COS 2309)	6 INCH DUCTILE IRON 45 DEGREE BEND (RJ)	W-2, 5	EA	
64 65	(COS 2312) (COS 2314)	6 INCH DUCTILE IRON SLEEVE (RJ) 3-WAY FIRE HYDRANT, IN PLACE	W-2, 5, 9 W-2, 4	EA EA	
66	(COS 2314)	6 INCH FIRE HYDRANT EXTENSION		EA	
67	(COS 2314)	6 INCH GATE VALVE (RJ)	W-4	EA	
68	(COS 2315)	VALVE BOX	W-13	EA	
69	(COS 2315)	VALVE BOX EXTENSION	W-13		

W-13

VF



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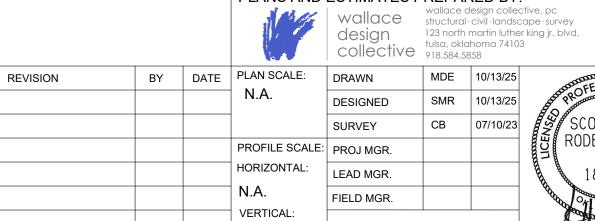
LOCATION CENTER AT LEAST 72 HOURS BEFORE ANY EXCAVATION
TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES.

ROADWAY PAY QUANTITIES

GRAY STREET IMPROVEMENT BID # COS-10114

CITY OF SAPULPA PUBLIC WORKS DEPARTMENT

PLANS AND ESTIMATES PREPARED BY:



	SURVEY	СВ	07/10/23	
PROFILE SCALE:	PROJ MGR.			RODEHAVER
HORIZONTAL:	LEAD MGR.			18694
N.A.	FIELD MGR.			MAN TO THE REST OF THE PARTY OF
VERTICAL:				Children Ch
N.A.				N 10/13/25
FILE:	DRAWING:			DATE: 10/13/25
				SHEET 3 OF 34 SHEETS

oklahoma ca1460 exp: 6-30-27

PAY ITEM NOTES

EARTHWORK / EROSION CONTROL / SITE PREPARATION (E-1 - E-11)

- E-1: ALL COSTS FOR REMOVING TREES, SHRUBS, STUMPS, POSTS, AND ALL OTHER DEBRIS AND/OR OBSTRUCTIONS NOT COVERED BY A SEPARATE PAY ITEM ARE INCLUDED IN THE PRICE BID.
- E-2: ALL EXISTING DRAINAGE STRUCTURES SHALL BE CLEANED AND CLEARED OF ALL SEDIMENTATION AND DEBRIS TO THE RIGHT OF WAY. COST OF CLEARING SHALL BE INCLUDED IN THE PRICE BID.
- E-3: THE CONTRACTOR SHALL BE PAID FOR UNCLASSIFIED EXCAVATION ON THE BASIS OF PLAN QUANTITY. ANY ADDITIONAL EXCAVATION REQUIRED OR OVERRUN OF PLAN QUANTITY WILL BE PAID FOR ON THE BASIS OF UNIT PRICE BID FOR THE ITEM. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE SURVEY TO VERIFY ANY ADDITIONAL QUANTITIES.
- E-4: UNCLASSIFIED EXCAVATION INCLUDES REMOVAL OF AGGREGATE BASE AND MODIFIED SUBGRADE UNDER EXISTING PAVEMENT TO BE
- E-5: THIS QUANTITY INCLUDES AN ADDITIONAL 10% ABOVE PLAN QUANTITY FOR UNDERCUTTING OF UNSUITABLE SUBGRADE MATERIAL OR ADDITIONAL PATCHING AS DIRECTED BY THE ENGINEER.
- E-6: THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTROL AND MAINTENANCE OF THE STORM WATER DRAINAGE FROM THE CONSTRUCTION SITE. STORM WATER PONDING ON THE CONSTRUCTION SITE THAT IS THE RESULT OF CONSTRUCTION WILL NOT BE ALLOWED. ALL COST ASSOCIATED WITH STORM WATER MANAGEMENT SHALL BE INCLUDED IN EH PRICE BID FOR THIS ITEM.
- E-7: EROSION PROTECTION SHALL BE PLACED AS FOLLOWS:
 - A) AROUND INLETS TO PREVENT INFLOW OF ERODED MATERIAL INTO STORM SEWER SYSTEM; B) IN LOCATIONS THROUGHOUT PROJECT SITE, AS DETERMINED BY THE ENGINEER, TO PREVENT WASH OF ERODED MATERIAL ONTO ADJACENT PROPERTY:
 - C) FOR ENTIRE DURATION OF PROJECT, WITH MAINTENANCE AND REPLACEMENTS, AS DIRECTED BY THE ENGINEER; D) WITH PERIODIC REMOVAL OF SEDIMENT IN ACCORDANCE WITH STORMWATER MANAGEMENT PLAN. ALL COST FOR ITEMS A-D ABOVE SHALL BE INCLUDED IN UNIT PRICE BID FOR THIS ITEM.
- E-8: PRICE BID SHALL INCLUDE MAINTENANCE, SEDIMENT REMOVAL, DISPOSAL, AND REMOVAL OF FILTERS AT PROJECT COMPLETION.
- E-9: NOT USED.
- E-10: ESTIMATED QUANTITY IS BASED ON SODDING OF ALL DISTURBED AREAS OUTSIDE THE FINAL PAVING LIMITS AND WITHIN THE FINAL GRADING LIMITS AS INDICATED BY THE TOP-OF-CUT/TOE-OF-SLOPE LINE ON THE PLANS (EXCLUDING SURFACES OF STRUCTURES, FIXTURES AND APPURTENANCES). SOD SHALL BE OF LIKE-KIND TO EXISTING SOD. PRICE BID INCLUDES PLACEMENT AND COMPACTION OF SUITABLE BACKFILL. ANY EXISTING GRASSED AREAS BEYOND THE ABOVE STATED LIMITS THAT ARE DAMAGED AS A RESULT OF CONSTRUCTION OPERATIONS SHALL BE RESODDED TO THE SATISFACTION OF THE ENGINEER AT THE CONTRACTOR'S SOLE EXPENSE.
- E-11: COST OF WATERING AND FERTILIZING SHALL BE INCLUDED. FERTILIZERS SHALL BE 10-20-10 AND SHALL BE APPLIED AT THE RATE OF 1.5 LBS PER 10 SQ YDS. FERTILIZER SHALL BE APPLIED PER SECTION 230.04H OF ODOT STANDARD SPECIFICATIONS. WATERING SHALL BE APPLIED AS NECESSARY UNTIL VEGETATION IS ESTABLISHED OR UNTIL THE WORK IS ACCEPTED AS COMPLETE.

SURFACING / STRUCTURES (S-1 - S-21)

- S-1: NOT USED.
- S-2: INCLUDES COMPACTION OF AGGREGATE TO 98% AASHTO T180 MODIFIED PROCTOR.
- S-3: SEPARATOR FABRIC SHALL BE USED AT ALL PAVEMENT PATCHES AND RECONSTRUCTION SECTIONS. THE SEPARATOR FABRIC SHALL BE CUT AND OVERLAPPED A MINIMUM OF 2 FT AT ALL EDGES OF THE REPAIR.
- S-4: NOT USED.
- S-5: THE COST OF TACK COAT, EDGE JOINT SEAL MATERIAL AND SCREENINGS FOR BLOTTING, AND ALL LABOR ASSOCIATED WITH THESE ITEMS, SHALL BE INCLUDED IN ASPHALT CONCRETE.
- S-6: ESTIMATED AT 112 LBS PER SQ YD PER 1 INCH THICK
- S-7: ODOT PAY FACTOR FOR AVERAGE LOT DENSITY SHALL NOT BE USED FOR THIS PROJECT. FAILURE TO REACH AVERAGE LOT DENSITY OF 92%-97% WILL RESULT IN REJECTION OF WORK.
- S-8: PG 70-28 OK OR PG 76-28 OK MAY BE DESIRABLE IN HIGH VOLUME AREAS WHERE SLOW, STANDING, OR TURNING TRAFFIC OCCURS, SUCH AS URBAN INTERSECTIONS OR OFF-RAMPS. OFF RAMPS SHOULD AT LEAST USE THE SAME BINDER AS THE MAINLINE. A HIGHER GRADE OF ASPHALT BINDER THAN INDICATED ON THE PLANS MAY BE USED, BUT AT NO ADDITIONAL COST TO THE DEPARTMENT.

BINDER ² GRADE	MESALS	ADT ¹	NOTES
PG 64-22 OK	< 3	,	USE WHEN MORE THAN 4-6 INCHES BELOW THE SURFACE. ALSO USE FOR SHOULDERS, DRIVEWAYS, BELOW PCC, AND TEMPORARY CONSTRUCTION.
PG 70-28 OK	< 10	< 10,000	USE ONLY IN THE TOP 4-6 INCHES FOR DRIVING LANES.
PG 76-28 OK	>= 10	>= 10,000	USE ONLY IN THE TOP 4-6 INCHES FOR DRIVING LANES.
PG 76-28 E	-	-	CONTACT ODOT MATERIALS DIVISION FOR RECOMMENDED USE.
1 LISE ADT ONLY WIL	JENIESNI C		DATA IS NOT AVAILABLE. CALCULATE THE DESIGN ESALS BASED ON 20 VEADS

- TUSE ADT ONLY WHEN ESAL COMPUTATIONAL DATA IS NOT AVAILABLE. CALCULATE THE DESIGN ESALS BASED ON 20 YEARS.
- ²PG 70-28 OK OR PG 76-28 OK MAY BE DESIRABLE IN HIGH VOLUME AREAS WHERE SLOW, STANDING, OR TURNING TRAFFIC OCCURS, SUCH AS URBAN INTERSECTIONS OR OFF-RAMPS. OFF RAMPS SHOULD AT LEAST USE THE SAME BINDER AS THE MAINLINE.
- S-9: NOT USED.

NOTE S8 (50) TABLE

- S-10: FOR P.C. CONCRETE TYPICAL SECTIONS, CONTRACTOR MAY SUBSTITUTE INTEGRAL CURB FOR CURB & GUTTER, AND VICE VERSA, ONLY WITH APPROVAL OF THE ENGINEER, WITH NO ADJUSTMENT MADE TO UNIT PRICE OR QUANTITY.
- S-11: CONCRETE PAVEMENT SHALL BE COMPLETE IN PLACE. NO PARTIAL OR FINAL PAYMENT SHALL BE MADE UNTIL PAVEMENT HAS BEEN SAWED AND SEALED. ANY SECTIONS OF PAVEMENT WITH UNAPPROVED DEVIATIONS FROM THE JOINT LAYOUT PROVIDED IN THE PLANS MAY BE REJECTED AT THE DISCRETION OF THE ENGINEER.
- S-12: THE USE OF FLY-ASH IN CONCRETE IS PROHIBITED.
- S-13: INCLUDES ALL COST OF SAWED JOINTS AND SEALING OF ALL JOINTS INCLUDING LONGITUDINAL JOINTS
- S-14: NOT USED.
- S-15: THIS ITEM SHALL BE MEASURED AS THE ACTUAL AMOUNT OF CURB AND/OR GUTTER INSTALLED. NO PAYMENT WILL BE MADE FOR CURB AND/OR GUTTER THROUGH DRIVEWAYS AND INLETS.
- S-16: CURB, GUTTER, AND/OR SIDEWALK ASSOCIATED WITH THE DRIVEWAY AND THROUGH THE DRIVEWAY IS INCLUDED IN THE COST OF THE DRIVEWAY.
- S-17: ONE SIDEWALK PANEL ON EACH SIDE OF DRIVEWAYS SHALL BE A MINIMUM OF 6" THICK OR MATCH EXISTING DRIVEWAY THICKNESS,

WHICHEVER IS GREATER. NO ADDITIONAL PAYMENT SHALL BE MADE FOR THE COST OF THE THICKENED SIDEWALK THROUGH THIS AREA.

- S-18: NOT USED.
- S-19: NOT USED.
- S-20: NOT USED.
- S-21: NOT USED.

REMOVAL / ADJUSTMENT (R-1 - R-6)

- R-1: WASTE MATERIAL TO BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE IN A MANNER APPROVED BY THE ENGINEER.
- R-2: ALL SAW CUTTING AND REMOVAL SHALL BE INCLUDED IN THE COST OF THE ITEM TO BE ADJUSTED, REMOVED, REPAIRED, OR REPLACED.
- R-3: NOT USED.
- R-4: NOT USED.

- R-5: ITEMS TO BE REMOVED MAY OR MAY NOT BE PRESENT IN ANY SPECIFIED CONDITION.
- R-6: SHALL INCLUDE ALL COSTS ASSOCIATED WITH PLUGGING/ PATCHING HOLES IN EXISTING STRUCTURES TO REMAIN.

GENERAL (G-1 - G-10)

- G-1: NOT USED.
- G-2: MAXIMUM OVERALL DOLLAR AMOUNT AND SCHEDULE OF PAYMENTS SHALL BE IN ACCORDANCE SECTION 641 OF THE OKLAHOMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, CURRENT EDITION.
- G-3: CONSTRUCTION STAKING SHALL INCLUDE SURVEYING AND THE FURNISHING, PLACING, AND MAINTAINING OF THE CONSTRUCTION LAYOUT STAKES NECESSARY FOR THE PROPER COMPLETION AND INSPECTION OF THE ENTIRE PROJECT.
- G-4: THE COST TO REPLACE REMOVED OR DAMAGED SECTION CORNERS AND ALL OTHER PERMANENT RIGHT OF WAY MARKERS SHALL BE INCLUDED IN THE PRICE BID FOR THIS ITEM. NO ADDITIONAL PAYMENT WILL BE MADE.
- G-5: CONTRACTOR SHALL REPAIR ANY IRRIGATION SYSTEMS DAMAGED OR REQUIRING RELOCATION DURING THE CONSTRUCTION OF THIS PROJECT TO THE SATISFACTION OF THE PROPERTY OWNER AND CITY ARBORIST. COST SHALL BE INCLUDED IN THE PRICE BID.
- G-6: ALL HOUSE NUMBERS SHALL BE REPLACED/ REESTABLISHED THROUGHOUT PROJECT LIMITS. COST TO BE INCLUDED IN URBAN RIGHT OF WAY RESTORATION. NO NEW CURB OUTLETS SHALL BE CONSTRUCTED WITHOUT APPROVAL OF THE ENGINEER.
- G-7: CONTRACTOR SHALL COORDINATE WITH HOMEOWNERS TO RESET ALL PAVERS, LANDSCAPE STONE, PRIVATE SIDEWALKS AND FENCES THAT ARE DISTURBED DURING CONSTRUCTION OPERATIONS. ALL MATERIALS, LABOR, AND EQUIPMENT REQUIRED FOR RESETTING OF SUCH ITEMS IS TO BE INCLUDED IN PRICE BID FOR URBAN RIGHT OF WAY RESTORATION.
- G-8: PAY ITEM INCLUDES ALL MOWING WITHIN THE RIGHT-OF-WAY AS DIRECTED DURING CONSTRUCTION.

DRAINAGE (D1 - D15)

- D-1: THIS ITEM SHALL INCLUDE THE COST OF NEW MANHOLE FRAME AND COVER PER CITY OF SAPULPA.
- D-2: THE TOTAL COST FOR RUBBERIZED ASPHALT AND/OR SILICONE AT MANHOLES, VALVE BOXES, INLETS, AND INLET APRONS, SHALL BE INCLUDED.
- D-3: NO MASONRY STRUCTURES SHALL BE CONSTRUCTED WITHIN THE RIGHT OF WAY.
- D-4: ADDITIONAL DEPTH IN A MANHOLE SHALL BE MEASURED FROM 6FT AS MEASURED FROM THE TOP OF RIM TO THE LOWEST FLOWLINE
- D-5: ALL MANHOLES SHALL BE COMPLETE IN PLACE. THIS PAY ITEM INCLUDES FRAME, COVER, CONCRETE AND ALL OTHER INCIDENTALS REQUIRED FOR PLACEMENT.
- D-6: NOT USED.
- D-7: INCLUDES THE COST REQUIRED TO MAKE CONNECTION AND REMOVAL OF EXISTING INLETS. THE COST OF PC CONCRETE CURB AND GUTTER THROUGH THE INLET, 5' EACH SIDE OF THE INLET, AND THE PC CONCRETE INLET APRON SHALL BE INCLUDED. GRATE AND FLOWLINE ELEVATIONS SHALL MATCH EXISTING CONDITIONS UNLESS OTHERWISE NOTED IN THE PLANS.
- D-8: QUICKSET FLOWABLE FILL SHALL BE USED TO BACKFILL AROUND STREET CURB INLETS AND REINFORCED CONCRETE PIPE, AS NEEDED, AT THE DIRECTION OF THE ENGINEER.
- D-9: ALL INLETS, COMPLETE IN PLACE, SHALL BE CAST IN PLACE CONCRETE OR PRECAST CONCRETE. THIS PAY ITEM INCLUDES ANY INLET FRAME(S), GRATE(S), HOOD(S) AND CONCRETE REQUIRED FOR COMPLETE INSTALLATION OF STRUCTURE PER THE CONSTRUCTION DOCUMENTS.
- D-10: ADDITIONAL DEPTH QUANTITIES SHALL BE MEASURED AND PAID FOR ALL INLETS EXCEEDING STANDARD DEPTH. STANDARD DEPTHS ARE AS FOLLOWS:
 - A) CAST IRON CURB INLET: 3.71 VF, MEASURED FROM CENTER ELEVATION OF LOWEST CAST IRON CURB TO FLOWLINE OF OUTLET PIPE. B) RECESSED CURB INLET: 3.00 VF, MEASURED FROM TOP OF SLAB TO FLOWLINE OF OUTLET PIPE.
- C) STANDARD DROP INLET: SEE ODOT STANDARD DETAILS PSMD-2-2, SMD-4-2, CDIB-2-2 AND CDIP-2-2 VARIES BASED ON PIPE SIZE, MEASURED FROM LOWEST ELEVATION OF INFLOW APRON TO FLOWLINE OF OUTLET PIPE.
- D-11: CAST IRON CURB INLET CONFIGURATION NAMING CONVENTION PROVIDED IN ODOT STANDARD PCI-1-1 AND CI-2-2. SEPARATE DETAILS SHALL BE REFERENCED OR PROVIDED IN THE PLANS FOR STANDARD INLETS.
 - STANDARD NAMING: CICI DES G(T) [W/AMH]
 - G: NUMBER OF GRATES. T: LETTER(S) CORRESPONDING TO ARRANGEMENT OF CAST IRON HOODS TO BE INSTALLED UPSTREAM OF GRATES.
- W/AMH: IF SHOWN, INLET TO BE CONSTRUCTED WITH ATTACHED ACCESS MANHOLE

D-12: NOT USED.

- D-13: THIS PAY ITEM SHALL BE COMPLETE IN PLACE AND SHALL INCLUDE ALL PIPE, STANDARD BEDDING MATERIAL AND TRENCH EXCAVATION, JOINT GASKETS AND ALL OTHER INCIDENTALS. NO ADDITIONAL COST WILL BE MADE. PRIOR TO ACCEPTANCE, INTERIOR OF PIPE SHALL BE INSPECTED FOR DEFECTS USING SELF-PROPELLED MOBILE CLOSED-CIRCUIT CAMERA SYSTEM
- D-14: WHERE CORRUGATED POLYPROPYLENE PIPE CONNECTS TO REINFORCED CONCRETE STRUCTURES, CONTRACTOR SHALL ENSURE CONNECTIONS ARE WATER-TIGHT AND FULLY SEALED AGAINST SOIL INFILTRATION.
- D-15: WHERE POLYETHYLENE PIPE CONNECTS TO REINFORCED CONCRETE STRUCTURES, CONTRACTOR SHALL ENSURE CONNECTIONS ARE WATER-TIGHT AND FULLY SEALED AGAINST SOIL INFILTRATION.
- D-16: WHERE QUICKSET FLOWABLE FILL IS USED TO BACKFILL AROUND CORRUGATED POLYPROPYLENE PIPE, THE CONTRACTOR SHALL UTILIZE AN ANCHORING SYSTEM APPROVED BY THE ENGINEER PRIOR TO INSTALLATION. ALL COSTS FOR LABOR, EQUIPMENT AND MATERIALS REQUIRED TO IMPLEMENT APPROVED ANCHORING SYSTEM INCLUDED IN PRICE BID FOR CORRUGATED POLYPROPYLENE PIPE.

TRAFFIC (T-1 - T-7)

- T-1: ALL TRAFFIC MATERIALS REMOVED SHALL BE HANDLED PER CITY OF SAPULPA SPECIFICATIONS.
- T-2: REFLECTORIZED SHEETING ON SIGNS AND BARRICADES SHALL BE OF A CUBIC PRISMATIC TYPE AND SHALL MEET THE SPECIFICATIONS ESTABLISHED FOR ASTM D 4956-01 TYPE IX RETROREFLECTIVE SHEETING. REFLECTORIZED SHEETING ON DRUMS AND TUBE CHANNELIZERS SHALL BE OF A HIGH-INTENSITY TYPE AND SHALL MEET THE SPECIFICATIONS ESTABLISHED FOR ASTM D 4956-01 TYPE III RETROREFLECTIVE
- T-3: CONTRACTOR TO PROVIDE FINAL TRAFFIC CONTROL PLANS. QUANTITIES ARE FOR BIDDING PURPOSES ONLY.
- T-4: PAYMENT SHALL BE MADE ON A SIGN-DAY BASIS ONLY FOR TRAFFIC CONTROL DEVICES THAT ARE PROPERLY INSTALLED AND IN GOOD WORKING ORDER. COSTS FOR DELIVERY, INSTALLATION, RELOCATION, MAINTENANCE REMOVAL AND REPLACEMENT, AS NEEDED AT THE DISCRETION OF THE ENGINEER, INCLUDED IN UNIT PRICE BID.
- T-5: IF WARNING LIGHTS ARE TO BE USED ON TRAFFIC CONTROL DEVICES, TYPE "A" LIGHTS SHALL ONLY BE USED ON DEVICES WARNING OF UNEXPECTED HAZARDS, AND SHALL NOT BE USED FOR DELINEATION OF THE TRAVELED WAY. ONLY TYPE "C" WARNING LIGHTS SHALL BE USED FOR DELINEATION OF THE TRAVELED WAY, AND TYPE "C" LIGHTS SHALL NOT BE USED FOR ANY OTHER PURPOSE.
- T-6: PROVIDE ACCESS AT ALL TIMES.
- T-7: PRICE BID FOR THIS ITEM INCLUDES INSTALLATION, MAINTENANCE AND SUBSEQUENT REMOVAL OF PROJECT SIGN.

WATER (W-1 - W-16)

- TESTING AND CHLORINATION OF WATER MAINS SHALL BE PERFORMED BY THE CITY OF SAPULPA. TESTING, CHLORINATION, AND FLUSHING SHALL BE DONE IN ACCORDANCE WITH TITLE 252 OKLAHOMA ADMINISTRATIVE CODE, CHAPTER 626, PUBLIC WATER SUPPLY CONSTRUCTION STANDARDS.
 - A) CONTRACTOR SHALL FURNISH AND INSTALL TEMPORARY PLUGS WITH ADEQUATE BLOCKING OR RESTRAINTS, PLUS CORPORATION STOPS, AS DIRECTED BY CITY TESTING PERSONNEL. THEN, ONCE TESTING, CHLORINATION AND FLUSHING BY CITY PERSONNEL IS COMPLETED, REMOVE TEMPORARY BLOCKING AND TIE INTO EXISTING SYSTEM USING FITTINGS SWABBED INTERNALLY WITH 2% BLEACH
 - B) TESTING, CHLORINATION, AND FLUSHING OF NEW WATER MAIN SHALL BE PERFORMED BY CITY PERSONNEL ON MAINS WHICH ARE PHYSICALLY DISCONNECTED FROM THE EXISTING WATER SYSTEM. TESTING, CHLORINATION, AND FLUSHING OF NEW WATER MAINS SHALL NOT BE PERFORMED AGAINST VALVES WHICH ARE PHYSICALLY CONNECTED TO THE EXISTING SYSTEM.
 - C) ALL COSTS FOR TEMPORARY PLUGS, BLOCKING, RESTRAINING, CORPORATION STOPS, TUBING, THREADED CONNECTIONS, BLEACH AND OTHER INCIDENTALS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR PIPE.

- W-2: BURIED BOLTS, HARNESS LUGS, AND COUPLINGS SHALL BE GIVEN TWO COATS OF KOPPER'S BITUMASTIC 300-M (DRY MIL THICKNESS OF 16 MILS) OR EQUAL. COST TO BE INCLUDED IN UNIT PRICE BID FOR PIPE AND FITTINGS.
- W-3: CONTRACTOR TO EXCAVATE ALL UTILITY CROSSINGS AHEAD OF PIPE LAYING SO THAT THE GRADES CAN BE ADJUSTED ON THE PROPOSED WATER MAIN TO AVOID UTILITY CONFLICTS. FAILURE TO DO SO SHALL NOT ENTITLE THE CONTRACTOR TO CLAIM EXTRA COMPENSATION FOR ADJUSTMENTS TO THE PROPOSED WATER MAIN. THE COST FOR EXCAVATING UTILITY CROSSINGS SHALL BE INCLUDED IN THE UNIT
- W-4: ALL HYDRANTS, VALVES AND OTHER FITTINGS FROM ABANDONED WATER MAINS SHALL BE SALVAGED AND DELIVERED TO CITY OF SAPULPA WATER DEPARTMENT. PAYMENT TO BE MADE UNDER RIGHT OF WAY CLEARING AND RESTORING. NO ADDITIONAL PAYMENT SHALL BE MADE.
- W-5: ALL COSTS FOR COMPONENTS NECESSARY TO RESTRAIN JOINTS FOR PIPE AND FITTINGS DESIGNATED RESTRAINED JOINT ("RJ") SHALL BE INCLUDED IN UNIT PRICE BID FOR PIPE OR FITTINGS.
- A) DUCTILE IRON PIPE RESTRAINED JOINT SYSTEMS: US PIPE TRFLEX, GRIFFIN SNAPLOK, MCWANE THRUSTLOCK, AMERICAN FLEXRING EBAA MEGALUG, STAR STARGRIP, SMITH-BLAIR CAMLOCK, CLOW TUFGRIP OR EQUAL SHALL BE USED ON THIS PROJECT. SHOULD RJ PIPE BE SPECIFIED THROUGH UNCASED BORES. ONLY USPIPE TRFLEX, GRIFFIN SNAPLOK, MCWANE THRUSTLOCK, OR AMERICAN FLEXRING IS TO BE USED. LOCKING GASKETS NOT PERMITTED.
- B) POLYVINYL CHLORIDE (PVC) RESTRAINED JOINT SYSTEMS: EBAA MEGALUG, STAR STARGRIP OR EQUAL SHALL BE USED ON THIS PROJECT. LOCKING GASKETS NOT PERMITTED; SHOULD RJ PIPE BE SPECIFIED ON BORE CASING IS REQUIRED.
- C) HIGH DENSITY POLYETHYLENE (HDPE) RESTRAINED JOINT SYSTEMS: EBAA MEGALUG, STAR STARGRIP OR EQUAL SHALL BE USED ON THIS PROJECT.
- NO ADDITIONAL PAYMENT SHALL BE MADE.
- W-6: ALL CUT ENDS AND WHERE SALVAGED FITTINGS HAVE BEEN REMOVED FROM ABANDONED WATER LINES LEFT IN PLACE, SHALL BE PLUGGED WITH 24-IN OF CONCRETE INSIDE THE PIPE. COST OF CONCRETE PLUGGING TO BE INCLUDED IN THE UNIT PRICE BID FOR PIPE. NO ADDITIONAL PAYMENT SHALL BE MADE.
- TRACER WIRE AND DETECTABLE MYLAR MARKING TAPE SHALL BE INSTALLED ABOVE ALL PVC AND HDPE PIPE, TERMINATING ONLY ONTO HYDRANTS JUST ABOVE GROUND LEVEL AS PER CONST SPEC 310. COST OF TRACER WIRE AND DETECTABLE MYLAR TAPE SHALL BE INCLUDED IN UNIT PRICE BID FOR PVC AND HDPE PIPE. CONST SPEC 310.1 NOW ALLOWS #12 COPPER-CLAD STEEL (CCS) WIRE, 21% CONDUCTIVITY, IN LIEU OF #8 COPPER WIRE AS TRACER WIRE ATOP PVC AND HDPE PIPE.
- W-8: NOT USED.
- W-9: ALL LABOR, MATERIALS, AND EQUIPMENT TO CONNECT PROPOSED WATER MAINS TO EXISTING WATER MAINS ARE INCLUDED IN THE COST OF PIPE. CONTRACTOR TO EXCAVATE ALL EXISTING WATER MAINS AHEAD OF PIPE LAYING SO THAT THE GRADES CAN BE ADJUSTED ACCORDINGLY, FAILURE TO DO SO SHALL NOT ENTITLE THE CONTRACTOR TO CLAIM EXTRA COMPENSATION FOR ADJUSTMENTS TO THE PROPOSED WATER MAIN. THE COST FOR EXCAVATING EXISTING WATER MAINS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR SLEEVES. NO ADDITIONAL PAYMENT SHALL BE MADE.
- W-10: CONTRACTOR IS REMINDED TO BACKFILL ALL TRENCHES EXCAVATED ACROSS ANY EXISTING OR PROPOSED DRIVING OR PARKING SURFACE WITH 1½-IN TYPE A AGGREGATE BASE, PLACED IN 8-INCH MAXIMUM LIFTS AND COMPACTED TO 98% MODIFIED PROCTOR DENSITY. COST TO BE INCLUDED IN COST OF EXCAVATION AND BACKFILL. NO ADDITIONAL PAYMENT SHALL BE MADE.
- W-11: NOT USED.
- W-12: NOT USED.
- W-13: TOP OF VALVE BOX SHALL BE FLUSH WITH FINISHED GRADE.
- W-14: NOT USED.
- W-15: PRESSURE TESTING AND CHLORINATION OF WATER MAINS SHALL NOT BE PERFORMED UNTIL THE CITY INSPECTOR HAS RECEIVED THE REQUIRED CONSTRUCTION AS-BUILT RECORDS.
- W-16: COST INCLUDES EBAA MEGASTOPS OR EQUAL, INSTALLED ON ALL PVC JOINTS THROUGH BORES TO PREVENT OVERBELLING.

PAY ITEM NOTES

GRAY STREET IMPROVEMENT BID # COS-10114

CITY OF SAPULPA PUBLIC WORKS DEPARTMENT

oklahoma ca14

exp: 6-30-27

DATE: 10/13/25

SHEET 4 OF 34 SHEETS

PLANS AND	ESTIMATES	PREPARED BY:
	wallace design	wallace design collective, pc structural · civil · landscape · survey 123 north martin luther king jr. blvd

DRAWING

collective 918.584.5858

REVISION	BY	DATE	PLAN SCALE:	DRAWN	MDE	10/13/25	SECTION OF THE PROPERTY OF THE
			N.A.	DESIGNED	SMR	10/13/25	STORY PROGRAMMENT OF THE PROGRAM
				SURVEY	СВ	07/10/23	SCOTT M. S
			PROFILE SCALE:	PROJ MGR.			RODEHAVER
			HORIZONTAL:	LEAD MGR.			18694
			N.A.	FIELD MGR.			TIA HOLY
			VERTICAL:				A HAMPIUM
			N.A.				10/13/25

FILE:

GENERAL CONSTRUCTION NOTES:

- 1. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE 2019 OKLAHOMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION AND THE CURRENT CITY OF SAPULPA ENGINEERING SERVICES DEPARTMENT'S STANDARD SPECIFICATIONS AND STANDARD DETAILS AND STANDARD DRAWINGS AND CITY OF SAPULPA SPECIAL PROVISIONS
- 2. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS GOVERNING SAFETY, HEALTH AND SANITATION. THE CONTRACTOR SHALL PROVIDE ALL SAFEGUARDS, SAFETY DEVICES AND PROTECTIVE EQUIPMENT, AND TAKE ANY OTHER NEEDED ACTION ON AS HIS OWN RESPONSIBILITY OR AS THE ENGINEER MAY DETERMINE REASONABLY NECESSARY TO PROTECT PROPERTY IN CONNECTION WITH THE PERFORMANCE OF WORK COVERED BY THE CONTRACT.
- 3. PAY ITEMS SHALL BE AS SPECIFIED ON THE CITY OF SAPULPA OR ON THE ODOT STANDARD DRAWINGS EXCEPT AS MODIFIED BY THE CONTRACT.
- THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK IN EACH AREA.

 THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT RESULT FROM HIS FAILURE TO LOCATE AND PRESERVE ANY AND ALL UTILITIES.
- THE LOCATIONS OF THE UTILITIES ARE SHOWN ACCORDING TO ALL AVAILABLE INFORMATION. THE CONTRACTOR SHALL NOTIFY EACH UTILITY OWNER PRIOR TO COMMENCEMENT OF WORK TO VERIFY BOTH HORIZONTAL AND VERTICAL LOCATIONS. THE FOLLOWING IS A LIST OF UTILITY OWNERS:

AT&T	539-444-1078
OKLAHOMA GAS & ELECTRIC (OG&E)	405-619-6500
OKLAHOMA NATURAL GAS (ONG)	918-831-8215
CENTURYLINK	1-800-603-6000
CITY OF SAPULPA-UTILITY MAINTENANCE	918-248-5928
CITY OF SAPULPA-STREET DEPARTMENT	918-216-1849

- 6. THE CONTRACTOR SHALL GIVE THE NOTIFICATION CENTER OF OKLAHOMA ONE-CALL SYSTEM, INC. NOTICE OF ANY EXCAVATION NO SOONER THAN TEN DAYS NOR LATER THAN 48 HOURS, EXCLUDING SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS, PRIOR TO THE COMMENCEMENT OF WORK. PHONE 1-800-522-6543.
- THE CONTRACTOR SHALL TAKE REASONABLE PRECAUTIONS TO PREVENT EXCESS MOISTURE FROM INCLEMENT WEATHER OR OTHER SOURCES FROM ENTERING ANY STREET EXCAVATION. IF EXCESS MOISTURE DOES ENTER THE EXCAVATION THROUGH THE NEGLIGENCE OF THE CONTRACTOR AND THE ADJOINING PAVEMENT IS ADVERSELY EFFECTED BY THE EXCESS MOISTURE, THE CONTRACTOR SHALL REPLACE THE ADJOINING PAVEMENT AND SUBBASE AT HIS SOLE EXPENSE.
- 8. THE CONTRACTOR SHALL PRESERVE THE INTEGRITY OF THE SANITARY SEWER STRUCTURES AND ALL OTHER UTILITY STRUCTURES WITHIN THE PROJECT EXTENTS.
- 9. THE CONTRACTOR SHALL WORK IN COOPERATION WITH THE CITY OF SAPULPA TO ESTABLISH, INSTALL, MAINTAIN, AND OPERATE COMPLETE, ADEQUATE, AND SAFE TRAFFIC CONTROLS DURING THE ENTIRE CONSTRUCTION PERIOD. ALL FLAGMEN, BARRICADES, AND TRAFFIC CONTROL DEVICES SHALL BE APPROVED BY THE PUBLIC WORKS REPRESENTATIVE.
- 10. CONSTRUCTION SIGNAGE WILL BE INSTALLED IN A MANNER APPROVED BY THE ENGINEER, IN ACCORDANCE WITH CHAPTER VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT ADDITION, AND APPLICABLE ODOT STANDARD DRAWINGS. THE CONTRACTOR SHALL PROVIDE A PROPOSED TRAFFIC CONTROL PLAN FOR APPROVAL BY THE ENGINEER PRIOR TO BEGINNING WORK.
- 11. THE CONTRACTOR SHALL NOTIFY THE CITY OF SAPULPA PUBLIC WORKS, 918-248-5928, A MINIMUM OF 48 HOURS PRIOR TO COMMENCING WORK OR PRIOR TO REMOVING TRAFFIC SIGNS.
- 12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF ALL EXISTING TRAFFIC SIGNS AND MARKINGS REMOVED OR DAMAGED AS LISTED IN THE SIGNAGE SCHEDULE FOR THE PROJECT. ALL SIGNS AND POLES PROVIDED SHALL BE NEW AND UNDAMAGED AND SHALL MEET THE REQUIREMENTS OF CITY OF SAPULPA SPECIFICATIONS.
- 13. THE CONTRACTOR WILL BE RESPONSIBLE FOR PREPARATION AND DISTRIBUTION OF A WRITTEN NOTICE TO RESIDENTS 48 HOURS PRIOR TO BEGINNING PAVEMENT REMOVAL AND MILLING AND OVERLAY OPERATIONS.
- 14. LOCAL AND THROUGH TRAFFIC SHALL BE MAINTAINED THROUGH THE PROJECT AT ALL TIMES.
- 15. ALL PUBLIC AND PRIVATE STREETS AND DRIVES SHALL BE ACCESSIBLE AT ALL TIMES.
- 16. ALL BROKEN CONCRETE, WASTE MATERIAL, AND OTHER DEBRIS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE LIMITS OF THE PROJECT AND DISPOSED OF IN A MANNER APPROVED BY THE ENGINEER. NO ADDITIONAL PAYMENT WILL BE MADE FOR THE DISPOSAL OF THIS MATERIAL.
- 17. ALL EXCAVATED MATERIAL NOT REQUIRED IN THE PROJECT SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF BY THE CONTRACTOR IN A MANNER ACCEPTABLE TO THE ENGINEER WITHOUT COST TO THE CITY. THE CONTRACTOR WILL BE REQUIRED TO OBTAIN AN EARTH CHANGE PERMIT IF ANY MATERIAL IS STORED ON THE PROJECT SITE AND/OR DISPOSED OF WITHIN THE CITY LIMITS.
- 18. ALL TREES, BRUSH AND OTHER DEBRIS THAT MIGHT INTERFERE WITH THE FLOW OF WATER IS TO BE CLEANED OUT TO THE RIGHT-OF-WAY LINE IN A MANNER APPROVED BY THE ENGINEER. ALL COST TO BE INCLUDED IN THE PRICE BID FOR OTHER ITEMS OF WORK. TREES OUTSIDE THE FILL SLOPES AND THE TOP OF CUT SLOPES SHALL NOT BE DISTURBED EXCEPT WITH THE WRITTEN APPROVAL OF THE ENGINEER.
- 19. WHERE MATERIALS ARE TRANSPORTED IN THE PROSECUTION OF WORK, VEHICLES SHALL NOT BE LOADED BEYOND THE CAPACITY RECOMMENDED BY THE VEHICLE MANUFACTURER OR AS PRESCRIBED BY ANY FEDERAL, STATE OR LOCAL LAW OR REGULATION.
- 20. ANY DAMAGE TO THE ROADWAY PAVEMENT, CURB, DRIVEWAYS OR SIDEWALK CAUSED BY THE CONTRACTOR'S OPERATION SHALL BE REPAIRED TO THE ENGINEER'S SATISFACTION AND SHALL BE ACCOMPLISHED AT THE CONTRACTOR'S SOLE EXPENSE. ALL DISTURBED ITEMS SHALL BE REPAIRED TO MATCH EXISTING MATERIALS AND PATTERNING.
- 21. IF THE CONTRACTOR ENCOUNTERS VOIDS WHEN PATCHING STREETS, THE CONTRACTOR SHALL CALL THE CITY OF SAPULPA PUBLIC WORKS, 918-248-5928 FOR AN INSPECTION BEFORE PROCEEDING WITH WORK.
- 22. THE PROJECT SHALL BE CONSTRUCTED WITH CONTINUOUS FLOW OF MATERIAL SUPPLIED TO THE PROJECT SUCH THAT THE LAYDOWN MACHINE WILL REMAIN IN MOTION. ANY DELAY IN FORWARD PROGRESSION OF THE LAYDOWN MACHINE MAY REQUIRE A TRANSVERSE JOINT AS DIRECTED BY THE ENGINEER.
- 3. NO FLY ASH IS ALLOWED TO BE USED ON THIS PROJECT.
- 24. PHYSICAL TESTING FOR QUALITY ASSURANCE SHALL BE FURNISHED BY THE CITY.
- 25. CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY QUALITY CONTROL TESTING TO ENSURE THAT PROJECT REQUIREMENTS ARE MET.
- 26. MASONRY STRUCTURES SHALL NOT BE CONSTRUCTED WITHIN THE STREET RIGHT-OF-WAY.
- 27. ALL CONCRETE CURB AND GUTTERS SHALL BE MONOLITHIC POURS. DOWELED-ON CURBS WILL NOT BE ALLOWED.
- 28. NO LIFTING HOLES WILL BE ALLOWED ON ANY REINFORCED CONCRETE PIPES OR REINFORCED CONCRETE BOXES.
- 29. CURB RAMP CONSTRUCTION SHALL COMPLY WITH THE CURRENT AMERICANS WITH DISABILITIES ACT STANDARDS
- 30. REFLECTORIZED SHEETING ON SIGNS AND BARRICADES SHALL BE OF A CUBIC PRISMATIC TYPE AND SHALL MEET THE SPECIFICATIONS ESTABLISHED FOR ASTM D 4956-01 TYPE IX RETROREFLECTIVE SHEETING. REFLECTORIZED SHEETING ON DRUMS AND TUBE CHANNELIZERS SHALL BE OF A HIGH-INTENSITY TYPE AND SHALL MEET THE SPECIFICATIONS ESTABLISHED FOR ASTM D 4956-01 TYPE III RETROREFLECTIVE SHEETING.
- 31. ALL SANITARY AND STORM SEWER MANHOLE CASTINGS AND LIDS THAT ARE LOCATED IN THE STREET AND ARE DISTURBED BY THE CONTRACTOR SHALL BE REPLACED WITH NEW LIDS AND CASTINGS AND THE OLD ONES SHALL BE SALVAGED AND DELIVERED TO THE UTILITY MAINTENANCE, 918-248-5928.
- 32. THE SIGN PLACEMENT STATIONING AND LOCATIONS SHOWN ON THE PLAN SHEETS AND SUMMARY SHEETS ARE APPROXIMATE. EXACT STATIONING AND LOCATIONS SHALL BE VERIFIED BY THE CONTRACTOR SO THAT THE SIGN IS INSTALLED IN ACCORDANCE WITH CITY OF SAPULPA STANDARDS, CURRENT AMERICANS WITH DISABILITIES ACT STANDARDS, AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES IN ORDER TO PROVIDE OPTIMUM VISIBILITY TO THE ONCOMING/APPROACHING MOTORIST. IF A PROPOSED LOCATION CONFLICTS WITH OTHER SIGNS, UTILITIES, OR OTHER ROADWAY FEATURES, THE ENGINEER SHALL BE NOTIFIED.

- POST LENGTHS SHOWN ON SIGN SUMMARY ARE APPROXIMATE. EXACT LENGTHS SHALL BE DETERMINED BY A FIELD SURVEY CONDUCTED BY THE CONTRACTOR.
- 34. ALL ASPHALT STREETS THAT ARE TO BE RECONSTRUCTED SHALL BE LEFT WITH A DRIVABLE SURFACE AT ALL TIMES. THE CONTRACTOR WILL NOT BE ALLOWED TO MILL OFF ALL THE ASPHALT BEFORE EXCAVATION BEGINS.
- 35. THE CONTRACTOR SHALL REPLACE ANY SECTION CORNERS OR OTHER PERMANENT RIGHT OF WAY MARKERS REMOVED OR DISTURBED AS A RESULT OF THE CONSTRUCTION OF THIS PROJECT. REPLACEMENT OF SECTION CORNERS OR ANY OTHER MONUMENTS SHALL BE PERFORMED BY A LICENSED LAND SURVEYOR AUTHORIZED TO PERFORM WORK IN THE STATE OF OKLAHOMA.
- 36. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL AND MAINTENANCE OF THE STORMWATER DRAINAGE. STORMWATER PONDING ON THE CONSTRUCTION SITE THAT IS THE RESULT OF CONSTRUCTION WILL NOT BE ALLOWED.
- 37. STRAW OR HAY BALES AS STORMWATER BEST MANAGEMENT PRACTICES ARE NO LONGER ALLOWED ON CONSTRUCTION PROJECTS.
- 38. THE CONTRACTOR MUST CALL 1-800-458-4251 IMMEDIATELY IF A NATURAL GAS PIPELINE IS CUT, DAMAGED, OR OTHERWISE DISTURBED.
- 39. PRIOR TO FINAL ACCEPTANCE, ALL EXPOSED CURB SURFACES SHALL BE CLEANED OF ALL DISCOLORATION SUCH AS ASPHALT STAIN, TIRE MARKS. OR OTHER DISFIGUREMENT.
- 40. ALL FEATURES OF THIS PROJECT INCLUDING, BUT NOT LIMITED TO, SIDEWALKS, CURB RAMPS, ACCESSIBLE PARKING, AND ACCESSIBLE ROUTES SHALL COMPLY WITH THE APPLICABLE ACCESSIBILITY CODES [AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBILITY GUIDELINES; THE PUBLIC RIGHTS-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG) PUBLISHED IN THE FEDERAL REGISTER AUGUST 2023; INTERNATIONAL BUILDING CODE (IBC); ICC A117.1; ETC.]

WHERE SPATIAL LIMITATIONS OR EXISTING FEATURES WITHIN THE LIMITS OF THE PROJECT PREVENT FULL COMPLIANCE WITH THESE GUIDELINES, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER UPON DISCOVERY OF SUCH FEATURES. THE CONTRACTOR SHALL NOT PROCEED WITH ANY ASPECT OF THE WORK WHICH IS NOT IN FULL COMPLIANCE WITH THESE GUIDELINES WITHOUT PRIOR, WRITTEN PERMISSION FROM THE ENGINEER. ANY WORK WHICH IS NOT PERFORMED WITHIN THESE GUIDELINES, FOR WHICH THE CONTRACTOR DOES NOT HAVE WRITTEN APPROVAL, SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.

- 41. ALL TRENCH WIDTHS & BEDDING MATERIAL SHALL BE AS SHOWN ON ODOT STANDARD PIPE BEDDING DETAIL PBB-1-3. SPECIFIED TRENCH WIDTHS SHALL BE MAINTAINED FULL DEPTH FROM THE FLOWLINE TO THE GRADING TEMPLATE. THE CONTRACTOR SHALL KEEP THE OPEN TRENCH DRAINED.
- 42. CONTRACTOR SHALL NOT STORE EQUIPMENT OR MATERIAL IN THE FLOODPLAIN
- CONTRACTOR TO OBTAIN A PERMIT FROM THE RAILROAD COMPANY BEFORE COMMENCING ANY WORK WITHIN RAILROAD

WATER CONSTRUCTION NOTES:

- 1. THE CITY OF SAPULPA PUBLIC WORKS DEPARTMENT SHALL INSPECT ALL TRENCHING, BEDDING, PIPE INSTALLATION, BACKFILL AND COMPACTION.
- 2. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARD SPECIFICATIONS AND STANDARD DETAILS OF THE CITY OF SAPULPA PUBLIC WORKS DEPARTMENT.
- EXISTING SERVICE CONNECTIONS ARE TO BE KEPT IN SERVICE UNTIL CONNECTIONS TO NEW MAIN ARE MADE. ALL SERVICE LINE RECONNECTIONS SHALL BE MADE BY THE CONTRACTOR. SERVICE RECONNECTIONS SHALL BE INSTALLED AS PER CITY OF SAPULPA STANDARD SPECIFICATIONS AND STANDARD DETAILS.
- 4. MINIMUM COVER OVER WATER LINES SHALL BE AS NOTED ON THE PLANS.
- 5. CONTRACTOR SHALL REPLACE EXISTING GRASS WITH SEED/SOD OF THE SAME TYPE AND VARIETY OR AS NOTED ON PLANS.
- 6. CONTRACTOR SHALL BORE EXISTING TREES UNDER DRIP LINE, UNLESS DIRECTED OTHERWISE BY ENGINEER.
- 7. CONTRACTOR SHALL BORE EXISTING DRIVEWAYS, UNLESS DIRECTED OTHERWISE BY ENGINEER.
- PUBLIC WORKS DEPARTMENT UTILITIES MAINTENANCE SHALL OPERATE ALL VALVES ON TRANSMISSION MAINS (16" AND LARGER). CONTRACTOR SHALL OPERATE ALL VALVES ON DISTRIBUTION MAINS (SMALLER THAN 16").
 - A. ATTEMPTS WILL BE MADE WITH ASSISTANCE FROM THE CONTRACTOR TO NOTIFY ALL AFFECTED CUSTOMERS 48 HOURS IN ADVANCE, PARTICULARLY IF COMMERCIAL OR INDUSTRIAL CUSTOMERS ARE INVOLVED. UTILITY MAINTENANCE WILL NOTIFY THE FIRE DEPARTMENT OF ALL FIRE HYDRANTS OUT OF SERVICE AND WHEN THEY ARE BACK IN SERVICE, BY STREET ADDRESS OR INTERSECTION.
- B. WHERE COMMERCIAL, INDUSTRIAL, OR CRITICAL CUSTOMERS ARE AFFECTED, AND FOR ALL LINES 16-INCH AND LARGER IN SIZE, PUBLIC WORKS ADMINISTRATION WILL REQUEST UTILITY MAINTENACE TO SHUT DOWN THE MAIN. THERE WILL BE A MINIMUM OF 48-HOUR NOTICE TO WATER OPERATIONS.
- CONTRACTOR SHALL PROVIDE AT LEAST 48 HOUR NOTICE TO ALL RESIDENTS OR BUSINESSES AFFECTED BEFORE TURNING OFF ANY WATER. CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING DOOR HANGERS ON AFFECTED HOMES AND BUSINESSES.
- CONTRACTOR SHALL GIVE THE NOTIFICATION CENTER OF THE OKLAHOMA ONE-CALL SYSTEM, INC, NOTICE OF ANY EXCAVATION NO LATER THAN 48 HOURS OR SOONER THAN 10 DAYS PRIOR TO COMMENCEMENT OF WORK (EXCLUDING SATURDAYS, SUNDAYS, LEGAL HOLIDAYS). PHONE: 1-800-522-6543.
- 1. LOCAL AND THROUGH TRAFFIC SHALL BE MAINTAINED THROUGH PROJECT AT ALL TIMES. OPEN CUT STREET CROSSINGS REQUIRE AN APPROVED TRAFFIC CONTROL PLAN WITH TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH CURRENT MUTCD REQUIREMENTS.
- 12. ANY DAMAGE CAUSED BY THE CONTRACTOR TO ADJACENT TRAFFIC SIGNAL INFRASTRUCTURE SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE TRAFFIC ENGINEER.
- 13. PRIOR TO PAVEMENT SAWING AND EXCAVATION NEAR SIGNALIZED INTERSECTION, CONTRACTOR SHALL CONTACT PUBLIC WORKS DEPARTMENT (918-216-1175) FOR SITE SPECIFIC, UNDERGROUND TRAFFIC UTILITY LOCATES.
- CONSTRUCTION FOR ALL PUBLIC WORKS DEPARTEMENT FACILITIES SHALL BE IN COMPLIANCE WITH THE LATEST EDITION OF TITLE 252, DEPARTMENT OF ENVIRONMENTAL QUALITY, CHAPTER 626, PUBLIC WATER SUPPLY CONSTRUCTION STANDARDS, OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ).
- 15. ALL EXCAVATED MATERIAL NOT REQUIRED IN OTHER AREAS OF THE PROJECT SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF BY THE CONTRACTOR IN A MANNER ACCEPTABLE TO THE ENGINEER WITHOUT COST TO THE CITY. THE CONTRACTOR SHALL BE REQUIRED TO OBTAIN AN EARTH CHANGE PERMIT IF ANY EXCESS MATERIAL IS TO BE DISPOSED OF WITHIN THE CITY LIMITS OF TULSA.
- 16. ANY CHANGES FROM THE APPROVED PLANS SHALL BE SUBMITTED TO THE CITY OF SAPULPA FOR WRITTEN APPROVAL PRIOR TO INSTALLATION.



REVISION

CAUTION NOTICE TO CONTRACTOR

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THE LOCATION AND ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE BLANS ARE BASED ON RECORDS OF THE VARIOUS LITH ITY

AND ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES.

CONSTRUCTION NOTES

GRAY STREET IMPROVEMENT BID # COS-10114

CITY OF SAPULPA PUBLIC WORKS DEPARTMENT

Wallace design collective structural civil landscape survey 123 north martin luther king jr. blvd. tulsa, oklahoma 74103 918.584.5858 exp: 6-30-27

BY DATE PLAN SCALE: DRAWN MDE 10/13/25 N.A.

DESIGNED SMR 10/13/25 SURVEY CB 07/10/23

PROFILE SCALE: PROJ MGR.

HORIZONTAL: LEAD MGR.

Wallace design content by two structural civil landscape survey 123 north martin luther king jr. blvd. tulsa, oklahoma ca14 exp: 6-30-27

SKINCHINGTON TO THE STAND OKLAHOM TO THE STAND OK

PLANS AND ESTIMATES PREPARED BY:

	DESIGNED	OWIT	10/13/23	S S Species		3000 (2/ A)
	SURVEY	СВ	07/10/23		COTT	M. M. C. H.
PROFILE SCALE:	PROJ MGR.			LCF KO	DEHA\	#778
HORIZONTAL:	LEAD MGR.			A A	18694	4
N.A.	FIELD MGR.			Son To	11 A HO	NA ASSAULT
VERTICAL:					14	9900
N.A.				N		10/13/25
FILE:	DRAWING:			DATE:	10/13	3/25
				SHEET	5	OF 34 SHEE

	SUMMARY OF EARTHWO	RK QUANTITIE	S	
P&P SHEET NO.	STATION TO STATION	C) EXCAVATION	C) BORROW	C O TYPE A. SALVAGED
19	GRAY ST STA 3+00 TO STA 7+60	104.99	422.88	205
20	GRAY ST STA 7+60 TO STA 12+20	25.18	263.66	137
21	GRAY ST STA 12+20 TO STA 16+80	193.84	24.58	42
22	GRAY ST STA 16+80 TO STA 20+26	253.32	11.82	37
23	LEONARD ST STA 31+12 TO STA 31+47	26.53	369.86	99
	TOTAL	604	1093	520

	SUMMARY OF EROSION CONTROL									
SHEET NO.	STATION TO STATION	TEMPORARY SILT FENCE	TEMPORARY SILT DIKE	ROCK FILTER DAM	SOLID SLAB SODDING					
		221(C)	221(E)	221(F)	230(A)					
		LF	LF	CY	SY					
15	GRAY ST STA 3+00 TO STA 12+20	369	108	69.33	1000					
16	GRAY ST STA 12+20 TO STA 20+26	0	0	266.67	1000					
	TOTAL	369	108	336.00	2000					

		SUMMARY	OF REM	OVAL QU	JANTIT	TES					
P&P SHEET NO.	STATION TO STATION	CLEARING & GRUBBING	REMOVAL OF ASPHALT PAVEMENT	REMOVAL OF GRAVEL PAVEMENT	REMOVAL OF CURB AND GUTTER	REMOVAL OF CONCRETE SIDEWALK	REMOVAL OF DRIVEWAY	REMOVAL OF 18" DIA. DRAIN PIPE	SAWING PAVEMENT	REMOVAL OF 6" WATERLINE	FIRE HYDRANT
		201(A)	619(B)	619(B)	619(B)	619(B)	619(B)	619(B)	619(C)	619(C)	619(C)
		ACRE	SY	SY	LF	SY	SY	LF	LF	LF	EA
15	GRAY ST STA 3+00 TO STA 12+20	1.23	301	87.0	0.0	6.7	80.6	172.9	87.0	31.0	1.0
16	GRAY ST STA 12+20 TO STA 20+26	0.83	0	291.0	693.0	298.1	44.9	0.0	291.0	0.0	0.0
	TOTAL	2.06	301	378	693	305	125	173	378	31	1

	SUMMAF	RY OF PAV	/ING QUA	NTITIES				
P&P SHEET NO.	STATION TO STATION	AGGREGATE BASE,	SUBGRADE METHOD B	SEPERATOR FABRIC	B TYPE S3 (PG 64-22 OK)	ASPHALT CONCRETE TYPE S4 (PG 64-22 OK) (INSOLUBLE)	© COMBINED CURB AND © GUTTER (6" BAR)	CONCRETE PAVEMENT
		CY	SY	SY	TONS	TONS	LF	SY
19	GRAY ST STA 3+00 TO STA 7+60	278	1668	1815	439	199	400	0
20	GRAY ST STA 7+60 TO STA 12+20	227	1362	1619	325	148	778	112
21	GRAY ST STA 12+20 TO STA 16+80	354	2122	2265	575	261	712	101
22	GRAY ST STA 16+80 TO STA 20+26	289	1736	1835	460	209	361	95
23	LEONARD ST STA 31+12 TO STA 31+47	79	473	534	116	53	235	0
	TOTAL	1227	7361	8068	1914	870	2486	308

	SUMMARY OF DRIVEWA	Y QUAN	TITIES				
P&P SHEET NO.	STATION	APPROX LENGTH	APPROX WIDTH	SLOPE	AGGREGATE BASE, TYPE A	CONCRETE DRIVEWAY	
		AP	AF	18	303(A)	610(G)	
		FT	FT	%	CY	SY	
20	GRAY ST STA 7+60 TO STA 12+20	18	17	2.5	6	33	
20	GRAY ST STA 7+60 TO STA 12+20	19	22	10.0	9	57	
20	GRAY ST STA 7+60 TO STA 12+20	7	24	1.0	4	22	
21	GRAY ST STA 12+20 TO STA 16+80	23	14	8.0	8	50	
21	GRAY ST STA 12+20 TO STA 16+80	23	14	4.5	8	51	
	TOTAL				35	213	

	SUMMARY OF CONSTRUCTION TRAFFIC CONTROL / PERMANENT SIGN QUANTITIES													
	CONSTRUCTION SIGNING **										PERMANENT SIGNS			
P&P SHEET NO.	STATION TO STATION	CONSTRUCTION SIGNS 0 TO 6.25 SF	CONSTRUCTION SIGNS 6.25 TO 15.99 SF	CONSTRUCTION SIGNS 16 TO 32.99 SF	BARRICADES (TYPE III)	WARNING LIGHTS (TYPE A)	WARNING LIGHTS (TYPE C)	DRUMS	TUBE CHANNELIZERS	PROJECT SIGN	GROUND SIGN	SQUARE TUBE POST	TRAFFIC STRIPE PAINT (4" WIDE EQ.)	TRAFFIC STRIPE PAINT (ARROW, WORD, OR SYMBOLS)
		880(B)	880(B)	880(B)	880(C)	880(E)	880(E)	880(F)	880(G)	SPECIAL	850(A)	851(C	854(A)	854(B)
		SD	SD	SD	SD	SD	SD	SD	SD	EA	SF	LF	LF	EA
27	GRAY ST STA 3+00 TO STA 12+20	100	100	100	100	100	100	100	100	1	15.96	21.00	216	2
28	GRAY ST STA 12+20 TO STA 20+26	100	100	100	100	100	100	100	100	1	42.25	99.50	994.5	4
	TOTAL	200	200	200	200	200	200	200	200	2	58	121	1211	6

**270 CALENDAR DAYS WERE USED TO ESTIMATE QUANTITIES

		SUMMARY OF SI	GN LOCATIONS								
SHTNO	LOCATION	DESCRIPTION	ACTION	MUTCD TYPE	SIZE	AREA/SIGN	OF SIGNS	TOTAL AREA	POSTS		
Р&Р				MU		•	#	٢	1 1/2"	2" 1 3/4"	
				_	IN	SF	EA	SF	LF	LF	
GRAY	STREET		•			•		•			
27	4+96.6, 15.58; L	RAILROAD CROSSING	NEW	W10-1	36 DIA	4.71	1	4.71		10.5	
	SAME POST	NO GATE OR LIGHTS	NEW	W10-13P	30x24	5.00	1	5.00			
	5+62.1. 46.7' R	STOP	NEW	R1-1	30x30	6.25	1	6.25		10.5	
28	13+18.9, 15.85' R	STOP	NEW	R1-1	30x30	6.25	1	6.25		10.5	
	SAME POST	ALL WAYS	NEW	R1-3P	18x6	0.75	1	0.75			Ī
	13+28.0, 25.9' L	STOP	NEW	R1-1	30x30	6.25	1	6.25		10.5	
	SAME POST	ALL WAYS	NEW	R1-3P	18x6	0.75	1	0.75			
	13+60.6, 31.1' R	STOP	NEW	R1-1	30x30	6.25	1	6.25		10.5	
	SAME POST	ALL WAYS	NEW	R1-3P	18x6	0.75	1	0.75			Γ
	13+75.9, 15.9' L	STOP	NEW	R1-1	30x30	6.25	1	6.25		10.5	
	SAME POST	ALL WAYS	NEW	R1-3P	18x6	0.75	1	0.75			
	SAME POST	NEIGHBORHOOD STREET NAME BLADE (N GRAY ST)	NEW	DBL SIDED	32x9	4.00	1	4.00			
	SAME POST	NEIGHBORHOOD STREET NAME BLADE (W JOHNSON AVE)	NEW	DBL SIDED	32x9	4.00	1	4.00			
	13+96.7, 16.79' R	NEIGHBORHOOD WATCH	NEW	SPECIAL	18x12	1.50	1	1.50		9	
	18+20.9, 33.5' R	ACCESSIBLE PARKING	NEW	R7-8	18x12	1.50	1	1.50		9.5	
	18+34.0, 33.5' R	ACCESSIBLE PARKING	NEW	R7-8	18x12	1.50	1	1.50		9.5	Ī
	18+42.1, 33.5' R	ACCESSIBLE PARKING	NEW	R7-8	18x12	1.50	1	1.50		9.5	Τ
	18+58.5, 33.5' R	ACCESSIBLE PARKING	NEW	R7-8	18x12	1.50	1	1.50		9.5	Ī
	SAME POST	VAN ACCESSIBLE	NEW	R7-8A	12x6	0.50	1	0.50			T
	19+69.9, 24.2' R	STOP	NEW	R1-1	30x30	6.25	1	6.25		10.5	Ī
	TOTAL						20	66.21		120.5	



CAUTION NOTICE TO CONTRACTOR

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Call before you dig.

INFORMATION IS NOT TO BE RELIED ON AS BEING LAGG. ON COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR

SUMMARY OF ROADWAY QUANTITIES

GRAY STREET IMPROVEMENT BID # COS-10114

CITY OF SAPULPA PUBLIC WORKS DEPARTMENT

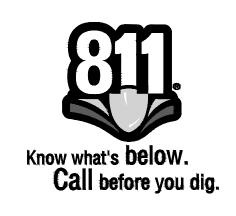
PLANS AND ESTIMATES PREPARED BY:

ΔIF·	DD AVA/AL	MDE	10/12/25	
	wallace design collective	structural 123 north r	esign collect civil·landsco martin luther homa 74103 58	ape·surve)
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				collective		homa 7410	ar king jr. biva. 3	oklahoma ca1 exp: 6-30-27	460
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							SHEET	6 OF 34 SHE	ETS

					PIPE INST	ALLATION							REMOVE	4' WIDE	8' WIDE		MANHOLE		END SECTION	PI	IPE
				PIPE SIZE	EST. DEPTH	TRENCH EXC.	STD. BEDDING	THROAT ELEV.	STRUC. DEPTH	ADD DEPTH	STR. FLOW LINE	STR. RIM ELEV.	EXISTING INLET	RECESSED INLET	RECESSED INLET	STD. 4' DIA. MANHOLE	1		18"	15	18"
077 NO	P&P SHEET	1001701		ann.	4==>	(0)	(2)(1)		(==)	(411		4=1)	(==)	()	(54)	(=4)	4-4)	45. 0	(==)	(==)
STR NO.	NO.	LOCATION	DESCRIPTION	(IN)	(FT)	(CY)	(CY)		(FT)	(FT)	(IN)		(EA)	(EA)	(EA)	(EA)	(EA)	(EA)	(EA)	(FT)	(FT)
A1	19	6+07.36, 32.74 R	PREFABRICATED CULVERT END SECTION	18	2	2	1	-	-	-	713.50	-	-	-	-	-	-	-	1	-	-
A2	19	6+56.60, 15.18 R	8' WIDE RECESSED CURB INLET (RE: 2/SHT 9)	18	4	8	6	719.16	4.72	1.72	715.38	720.10	-	-	1	-	-	-	-	-	46.90
А3	19	6+56.59, 15.13 L	8' WIDE RECESSED CURB INLET (RE: 2/SHT 9)	15	3	8	6	719.16	3.67	0.67	716.43	720.10	-	-	1	-		-	-	-	30.32
A4	20	8+30.66, 15.17 L	4' WIDE RECESSED CURB INLET (RE: 2/SHT 9)	15	4	8	6	734.10	3.50	0.50	731.50	735.00	-	1	-	-	-	-	-	174.07	<u> </u>
A5	20	8+30.65, 0.02 R	CONSTR 4' ID MANHOLE	15	3	6	4	-	4.00	-	730.27	734.27	-	-	-	1	1	-	-	15.19	-
A6	20	10+57.08, 0.00 L	CONSTR 4' ID MANHOLE	15	3	6	4	-	4.81	-	751.25	756.06	-	-	-	1	1	-	-	226.43	-
A7	20	12+13.87, 45.68 R	AREA INLET (RE: 7/SHT 9)	15	3	5	4	763.63	2.63	-	761.00	-	1	-	-	-	-	1	-	157.67	i -
B1	19	10+57.32, 15.54 R	4' WIDE RECESSED CURB INLET (RE: 2/SHT 9)	15	3	8	6	754.12	4.82	1.82	751.41	756.23	-	1	-	-	-	-	-	14.81	i -
C1	19	5+01.25, 24.00 R	PREFABRICATED CULVERT END SECTION	18	2	2	1	-	-	-	705.18	-	-	-	-	-	-	-	1	-	i -
C2	19	5+08.81, 22.52 L	PREFABRICATED CULVERT END SECTION	18	2	2	1	-	-	-	705.68	-	-	-	-	-	-	-	1	-	47.13
TOTAL						55	39			6			1	2	2	2	2	-	3	588	124

SUMMARY OF STORMWATER QUANTITIES



REVISION

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LOCATION CENTER AT LEAST 72 HOURS BEFORE ANY EXCAVATION
TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES.

SUMMARY OF STORM QUANTITIES

GRAY STREET IMPROVEMENT BID # COS-10114

CITY OF SAPULPA PUBLIC WORKS DEPARTMENT

PLANS AND ESTIMATES PREPARED BY:

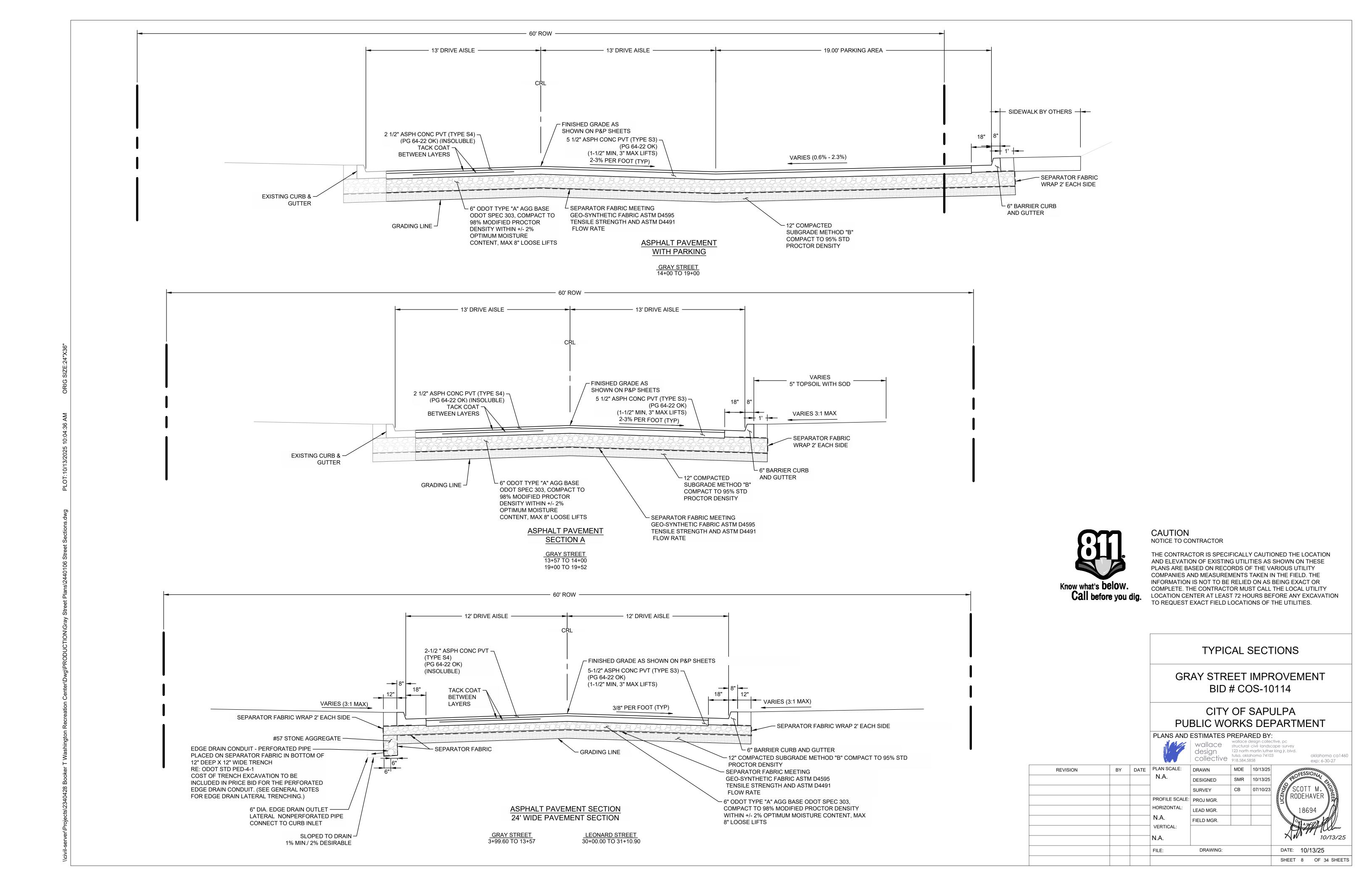


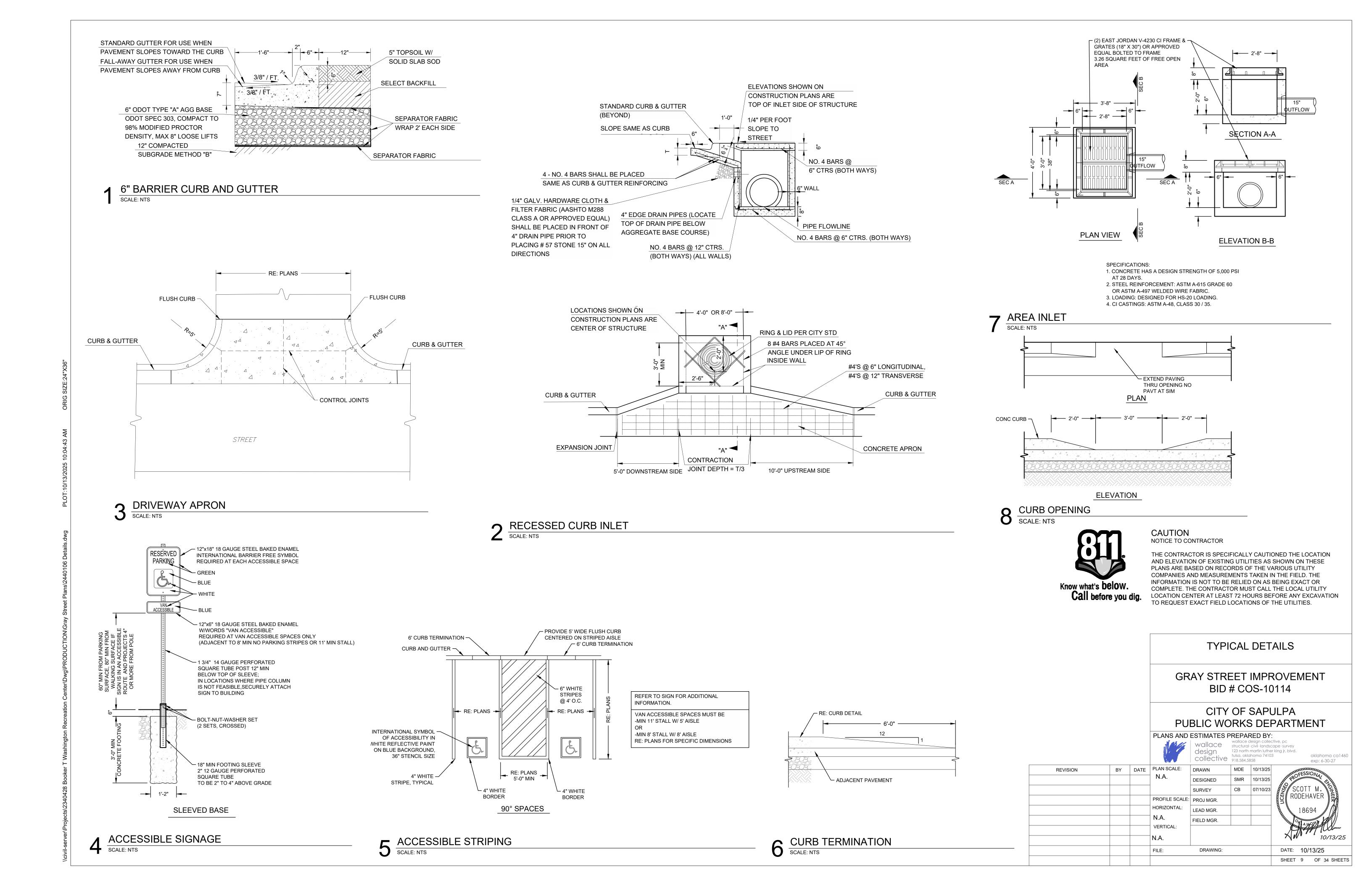
wallace design collective, pc structural · civil · landscape · survey 123 north martin luther king jr. blvd. tulsa, oklahoma 74103 918.584.5858

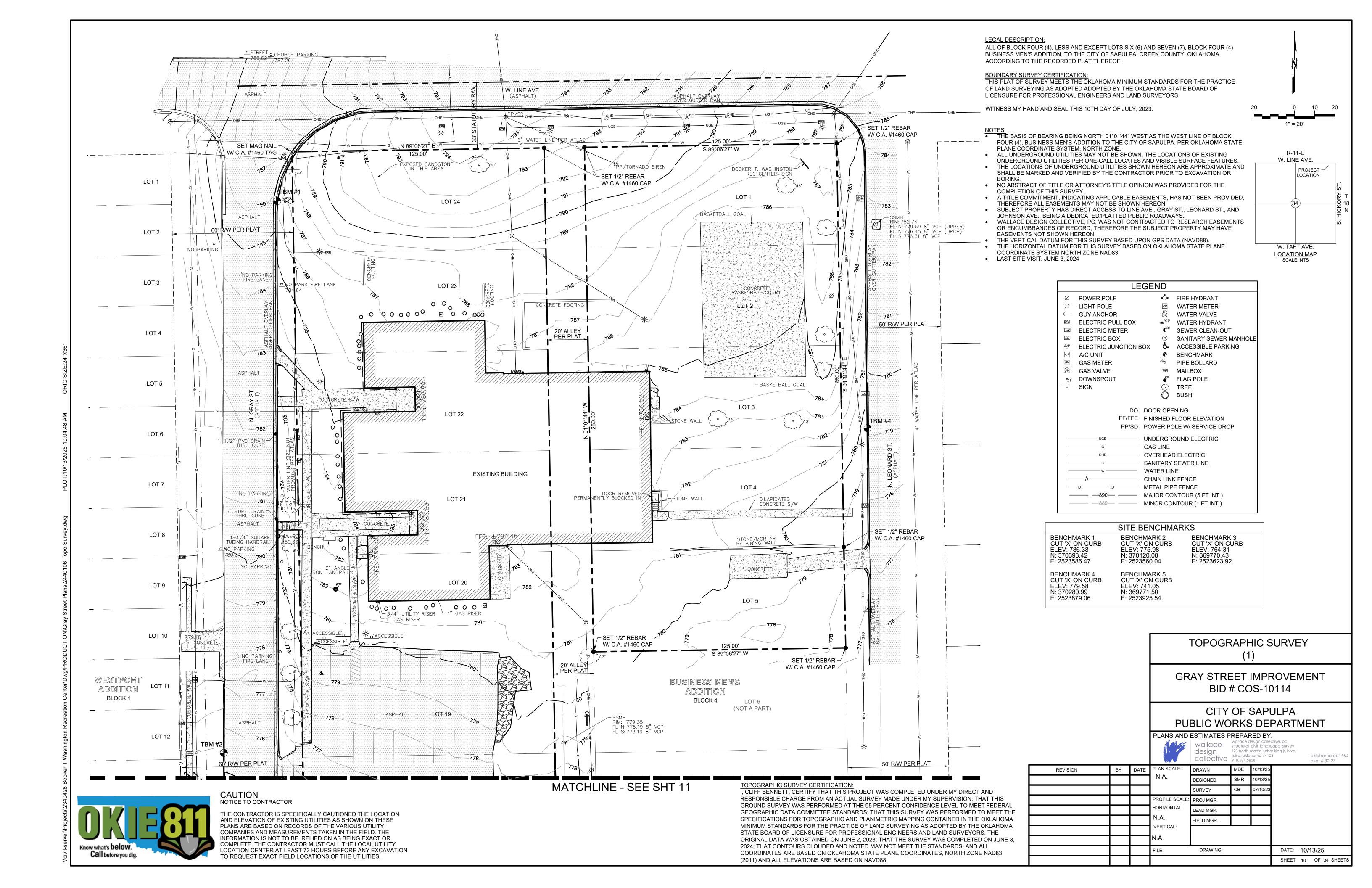
oklahoma ca1460 exp: 6-30-27 MDE 10/13/25 RODEHAVER

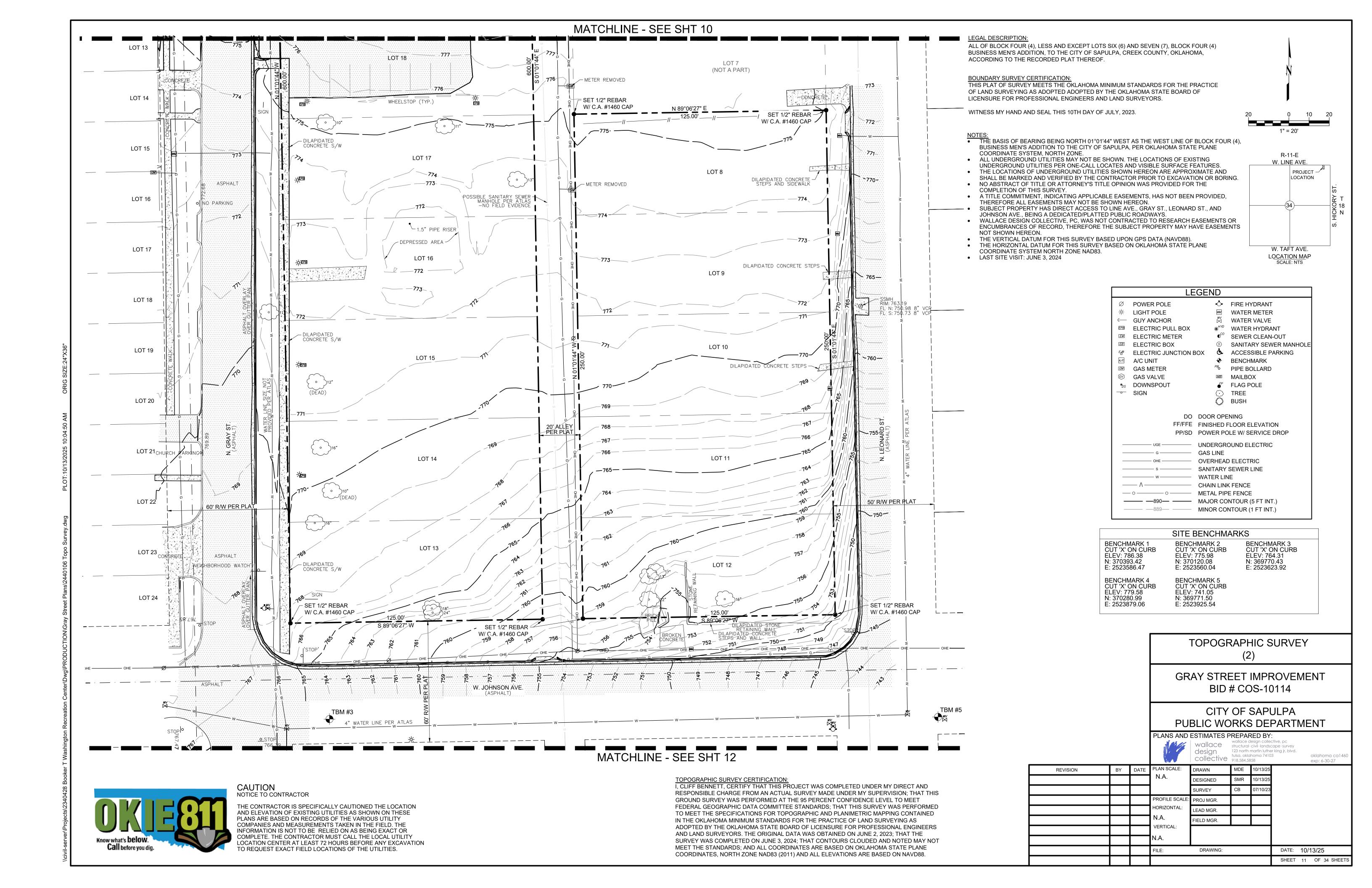
DATE: 10/13/25 SHEET 7 OF 34 SHEETS

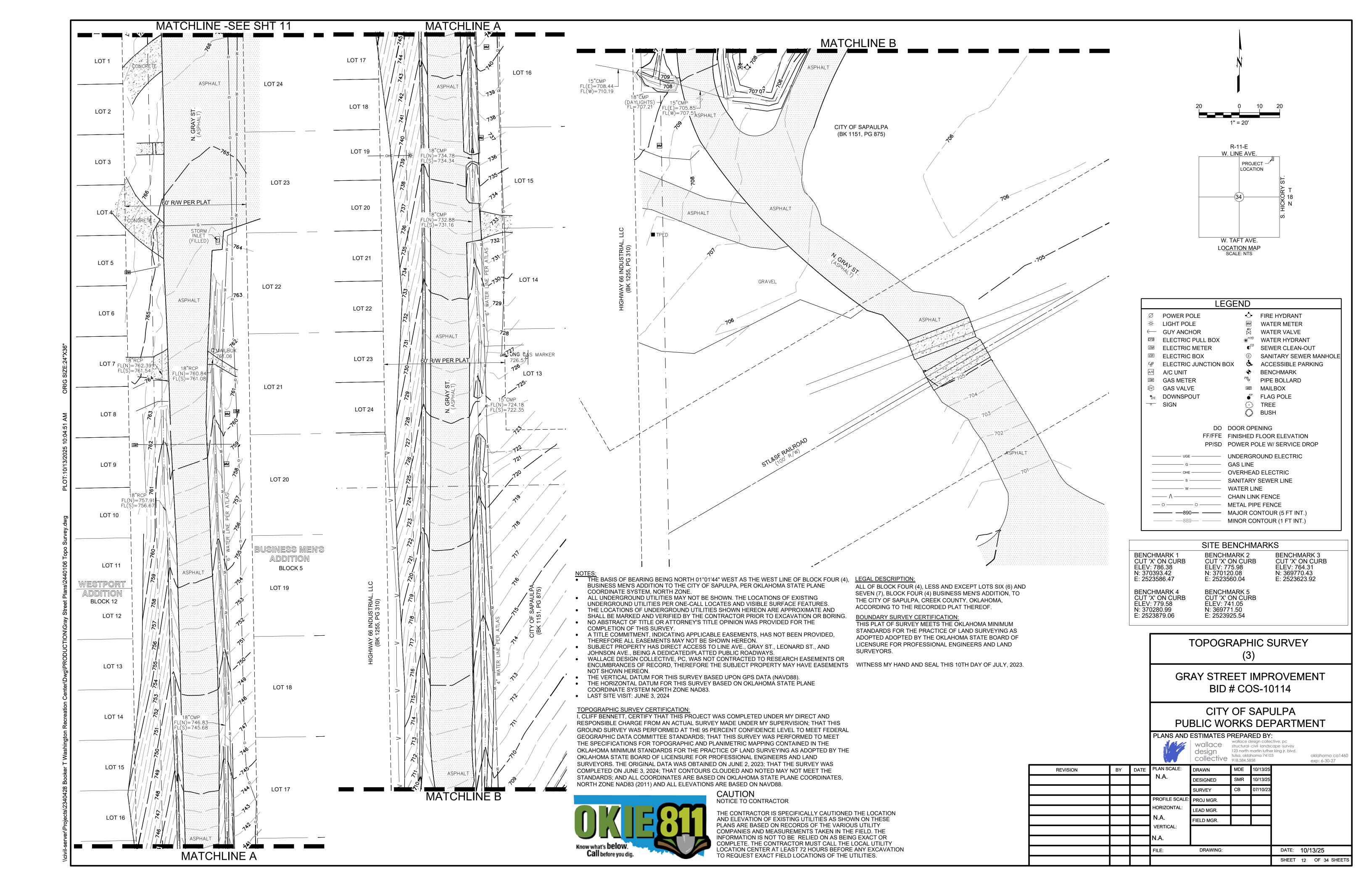
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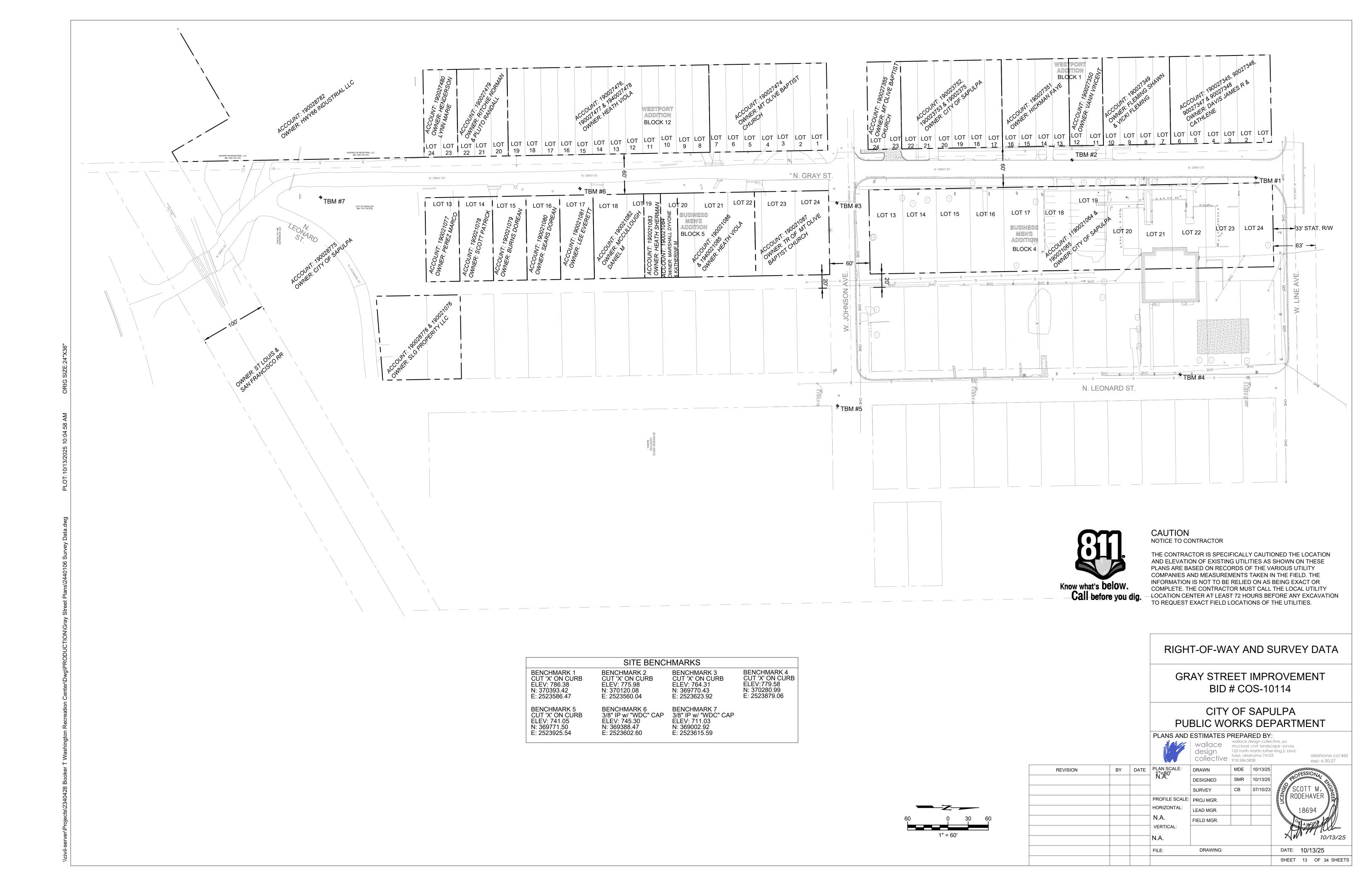












STORM WATER MANAGEMENT PLAN SITE DESCRIPTION

PROJECT LIMITS: N. GRAY STREET E STL & SL RAILROAD TO THE SOUTH	BETWEEN W LINE ST TO THE NORTH AND THE							
PROJECT DESCRIPTION: STREET REGUTTER AND STORM SEWER.	EHABILITATION, INCLUDING CURB AND							
TEMPORARY EROSION CONTROL TO BE INSTALLED BEFORE ANY CONSTRUCTION ACTIVITIES COMMENCE.								
PERMANENT EROSION CONTROL TO BE INSTALLED BEFORE TEMPORARY EROSION CONTROL REMOVED.								
TEMPORARY EROSION CONTROL TO CONTROL IS INSTALLED, TO EXTENT	BE REMOVED AFTER PERMANENT EROSION PRACTICABLE.							
SOIL TYPE: FI	NE SANDY LOAM, CLAY LOAM, CLAY, STONY LOAM							
TOTAL AREA OF THE CONSTRUCTION SITE:	2.87 AC							
ESTIMATED AREA TO BE DISTURBED:	2.04 AC							
OFFSITE AREA TO BE DISTURBED: (FOR CONTRACTOR USE)	0.0 AC							
TOTAL IMPERVIOUS AREA PRE-CONSTRUCTION:	1.31 AC							
TOTAL IMPERVIOUS AREA POST-CONSTRUCTION:	1.57 AC							
POST-CONSTRUCTION RUNOFF COEFFICIENT OF THE SITE:	0.68							
LATITUDE & LONGITUDE OF CENTER OF PROJECT:	W 96° 7' 23.94"; N 36° 0' 2.33"							
PROJECT WIL	LL DISCHARGE TO:							
NAME OF RECEIVING WATERS:	ROCK CREEK							
SENSITIVE WATERS OR WATERSHEDS:	YES NO X							
303 (d) IMPAIRED WATERS:	YES X NO							
IF YES, LIST IMPAIRMENT:	MACROINVERTEBRATE BIO							
LOCATED IN A TMDL:	YES NO X							
LAKE THUNDERBIRD TMDL:	YES NO X							
MS4 ENTITY	YES NO X							
IF YES, LOCATION:								
ILLUSTRATES THE DRAINAGE PATT	CONJUNCTION WITH A DRAINAGE MAP THAT TERNS/PATHWAYS AND RECEIVING WATERS SHOULD ALSO BE USED WITH THE EROSION , & NOTES.							

EROSION AND SEDIMENT CONTROLS

	LINGUIGI
SOIL STABI	LIZATION PRACTICES:
	TEMPORARY SEEDING
X	PERMANENT SODDING, SPRIGGING OR SEEDING
	VEGETATIVE MULCHING
	SOIL RETENTION BLANKET
X	PRESERVATION OF EXISTING VEGETATION
	_ PRESERVATION OF EXISTING VEGETATION
ALL DISTURE FOR OVER 14	ORARY EROSION CONTROL METHODS MUST BE USED ON BED AREAS WHERE CONSTRUCTION ACTIVITIES HAVE CEAS DAYS. METHODS USED WILL BE AS SHOWN ON PLANS, CTED BY THE ENGINEER.
STRUCTUR	AL PRACTICES:
	_ STABILIZED CONSTRUCTION EXIT
X	_ TEMPORARY SILT FENCE
X	_ TEMPORARY SILT DIKES
X	_ TEMPORARY FIBER LOG
	_ DIVERSION, INTERCEPTOR OR PERIMETER DIKES
	_ DIVERSION, INTERCEPTOR OR PERIMETER SWALES
X	_ ROCK FILTER DAMS
	_ TEMPORARY SLOPE DRAIN
	_ PAVED DITCH W/ DITCH LINER PROTECTION
	_ TEMPORARY DIVERSION CHANNELS
	_ TEMPORARY SEDIMENT BASINS
	_ TEMPORARY SEDIMENT TRAPS
	_ TEMPORARY SEDIMENT FILTERS
X	_ TEMPORARY SEDIMENT REMOVAL
X	_ RIP RAP
X	_ INLET SEDIMENT FILTER
	_ TEMPORARY BRUSH SEDIMENT BARRIERS
	_ SANDBAG BERMS
	_ TEMPORARY STREAM CROSSINGS
OFFSITE VE	EHICLE TRACKING:
X	_ HAUL ROADS DAMPENED FOR DUST CONTROL
X	LOADED HAUL TRUCKS TO BE COVERED WITH TARPAULI
X	_ EXCESS DIRT ON ROAD REMOVED DAILY
NOTES:	

THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE **FOLLOWING:**

MAINTENANCE AND INSPECTION:

ALL EROSION AND SEDIMENT CONTROLS WILL BE MAINTAINED IN GOOD WORKING ORDER FROM THE BEGINNING OF CONSTRUCTION UNTIL AN ACCEPTABLE VEGETATIVE COVER IS ESTABLISHED. INSPECTION BY THE CONTRACTOR AND ANY NECESSARY REPAIRS SHALL BE PERFORMED ONCE EVERY 7 CALENDAR DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCH AS RECORDED BY A NON-FREEZING RAIN GAUGE TO BE LOCATED ON SITE. POTENTIALLY ERODIBLE AREAS, DRAINAGEWAYS, MATERIAL STORAGE, STRUCTURAL DEVICES, CONSTRUCTION ENTRANCES AND EXITS ALONG WITH EROSION AND SEDIMENT CONTROL LOCATIONS ARE EXAMPLES OF SITES THAT NEED TO BE INSPECTED.

WASTE MATERIALS:

PROPER MANAGEMENT AND DISPOSAL OF CONSTRUCTION WASTE MATERIAL IS REQUIRED BY THE CONTRACTOR. MATERIALS INCLUDE STOCKPILES, SURPLUS, DEBRIS AND ALL OTHER BY-PRODUCTS FROM THE CONSTRUCTION PROCESS. PRACTICES INCLUDE DISPOSAL, PROPER MATERIALS HANDLING, SPILL PREVENTION AND CLEANUP MEASURES. CONTROLS AND PRACTICES SHALL MEET THE REQUIREMENTS OF ALL FEDERAL, STATE AND LOCAL AGENCIES.

HAZARDOUS MATERIALS:

PROPER MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE MATERIALS IS REQUIRED. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING MANUFACTURER'S RECOMMENDATIONS, STATE AND FEDERAL REGULATIONS TO ENSURE CORRECT HANDLING, DISPOSAL, SPILL PREVENTION AND CLEANUP MEASURES. EXAMPLES INCLUDE BUT ARE NOT LIMITED TO: PAINTS, ACIDS, CLEANING SOLVENTS, CHEMICAL ADDITIVES, CONCRETE CURING COMPOUNDS AND CONTAMINATED SOILS.

GENERAL NOTES:

A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IS REQUIRED TO COMPLY WITH THE OKLAHOMA POLLUTION DISCHARGE ELIMINATION SYSTEM (OPDES) REGULATIONS. THIS PLAN IS INITIATED DURING THE DESIGN PHASE, CONFIRMED IN THE PRE-WORK MEETINGS AND AVAILABLE ON THE JOB SITE ALONG WITH COPIES OF THE NOTICE OF INTENT (NOI) FORM AND PERMIT CERTIFICATE THAT HAVE BEEN FILED WITH THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ). THE PLAN MUST BE KEPT CURRENT WITH UP-TO-DATE AMENDMENTS DURING THE PROGRESSION OF THE PROJECT. ALL CONTRACTOR OFF-SITE OPERATIONS ASSOCIATED WITH IMPROVE WATER QUALITY BY REDUCING POLLUTANTS IN STORM WATER DISCHARGES. RUNOFF FROM CONSTRUCTION SITES HAS A POTENTIAL FOR POLLUTION DUE TO EXPOSED SOILS AND THE PRESENCE OF HAZARDOUS MATERIALS USED IN THE CONSTRUCTION PROCESS. THE PREVENTION OF SOIL EROSION, CONTAINMENT OF HAZARDOUS MATERIALS AND/OR THE INTERCEPTION OF THESE POLLUTANTS BEFORE LEAVING THE CONSTRUCTION SITE ARE THE BEST PRACTICES FOR CONTROLLING STORM WATER POLLUTION.

THE FOLLOWING SECTIONS OF THE 2019 ODOT STANDARD SPECIFICATIONS SHOULD BE NOTED:

- 103.05 BONDING REQUIREMENTS
- 104.10 FINAL CLEANING UP
- 104.12 CONTRACTOR'S RESPONSIBILITY FOR WORK
- 104.13 ENVIRONMENTAL PROTECTION
- 106.08 STORAGE AND HANDLING OF MATERIAL
- 107.01 LAWS, RULES AND REGULATIONS TO BE OBSERVED
- 107.20 STORM WATER MANAGEMENT
- 220 MANAGEMENT OF EROSION, SEDIMENTATION, AND STORM WATER POLLUTION PREVENTION
- 221 TEMPORARY SEDIMENT CONTROL

IN ADDITION:

"ODEQ GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES WITHIN THE STATE OF OKLAHOMA." ODEQ, WATER QUALITY DIVISION, NOVEMBER 1, 2023.

STORMWATER MANAGEMENT PLAN

GRAY STREET IMPROVEMENT BID # COS-10114

PUBLIC WORKS DEPARTMENT PLANS AND ESTIMATES PREPARED BY:

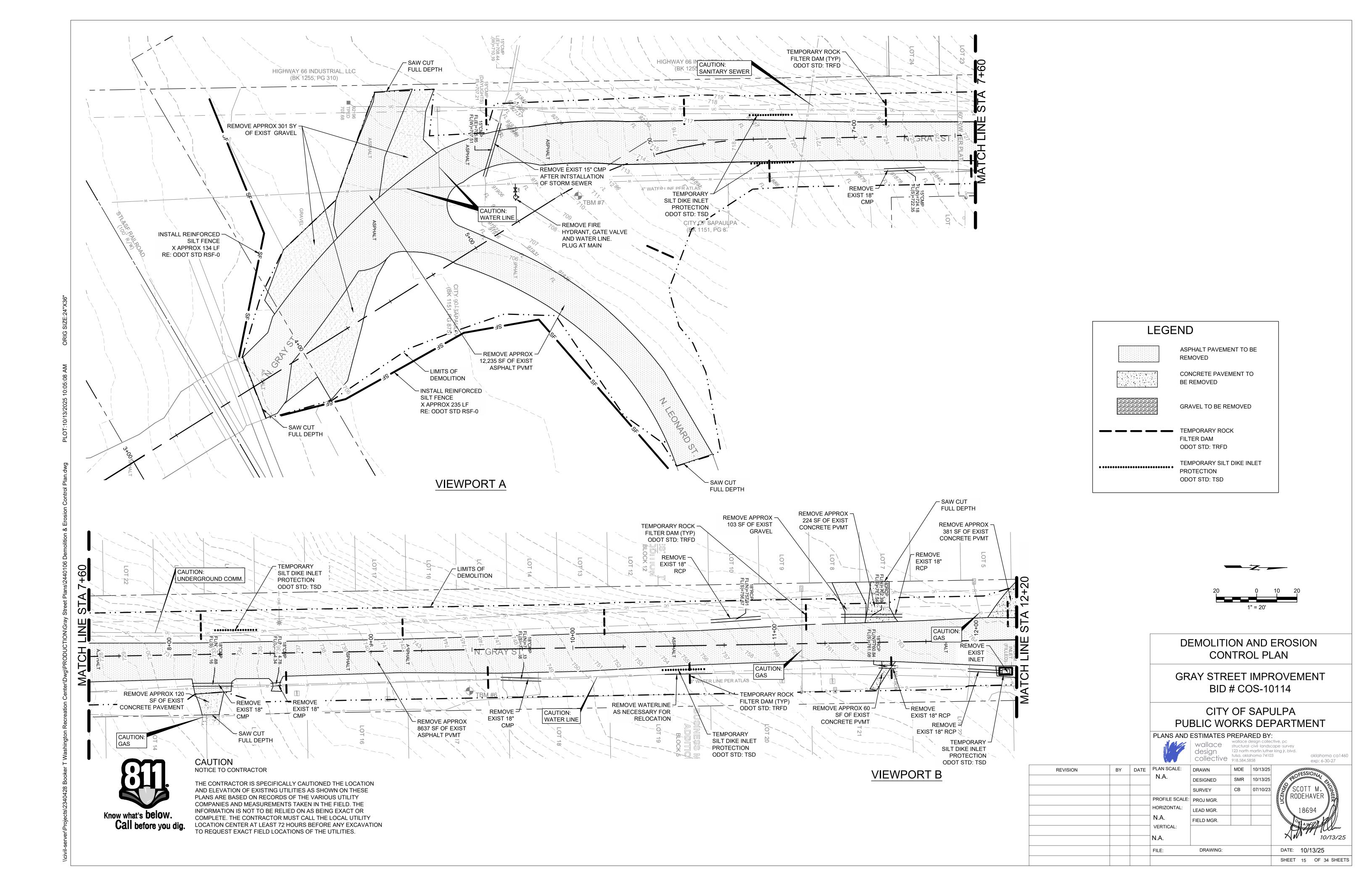
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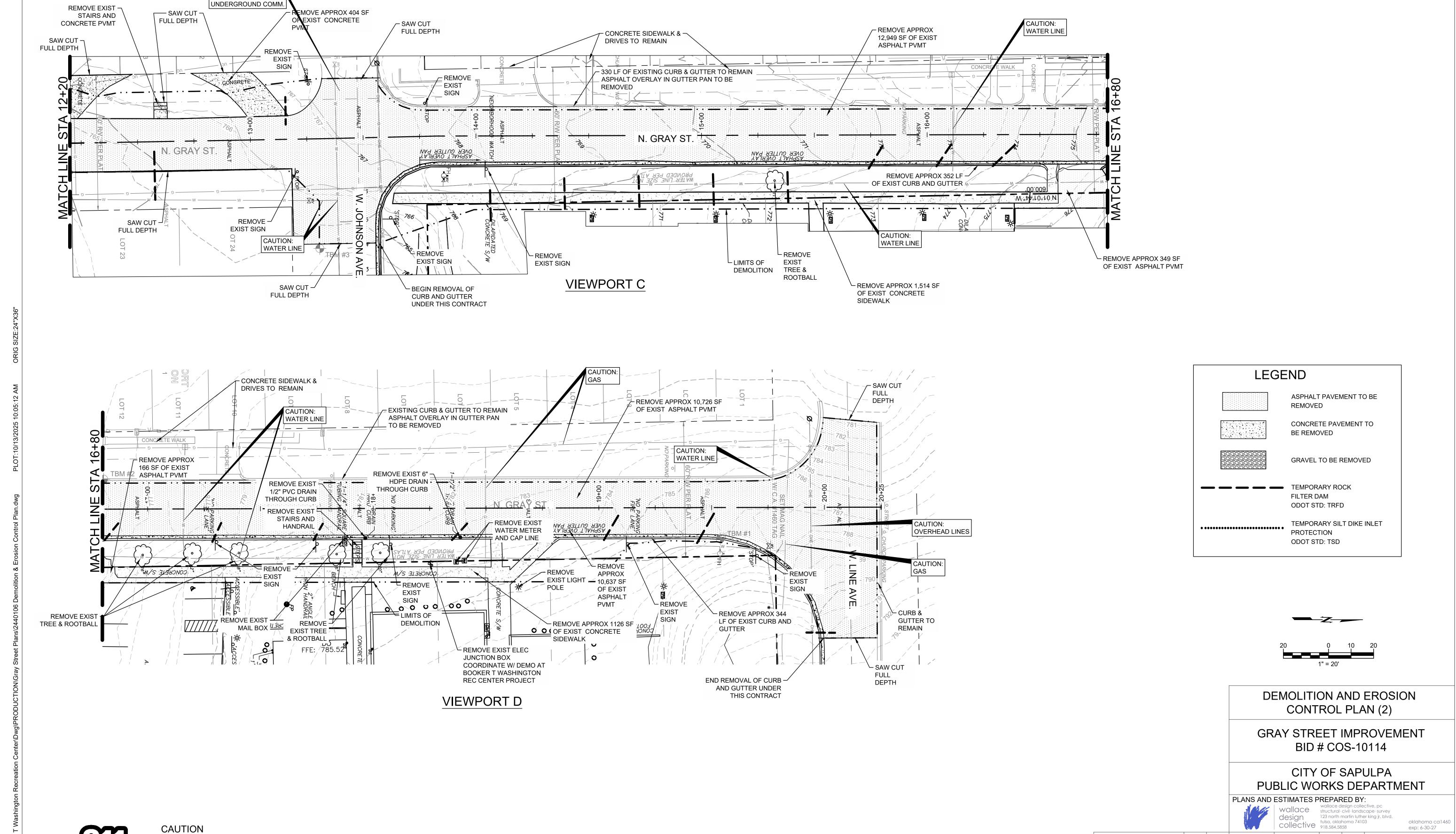
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CITY OF SAPULPA

wallace structural civil landscape survey







NOTICE TO CONTRACTOR

CAUTION:

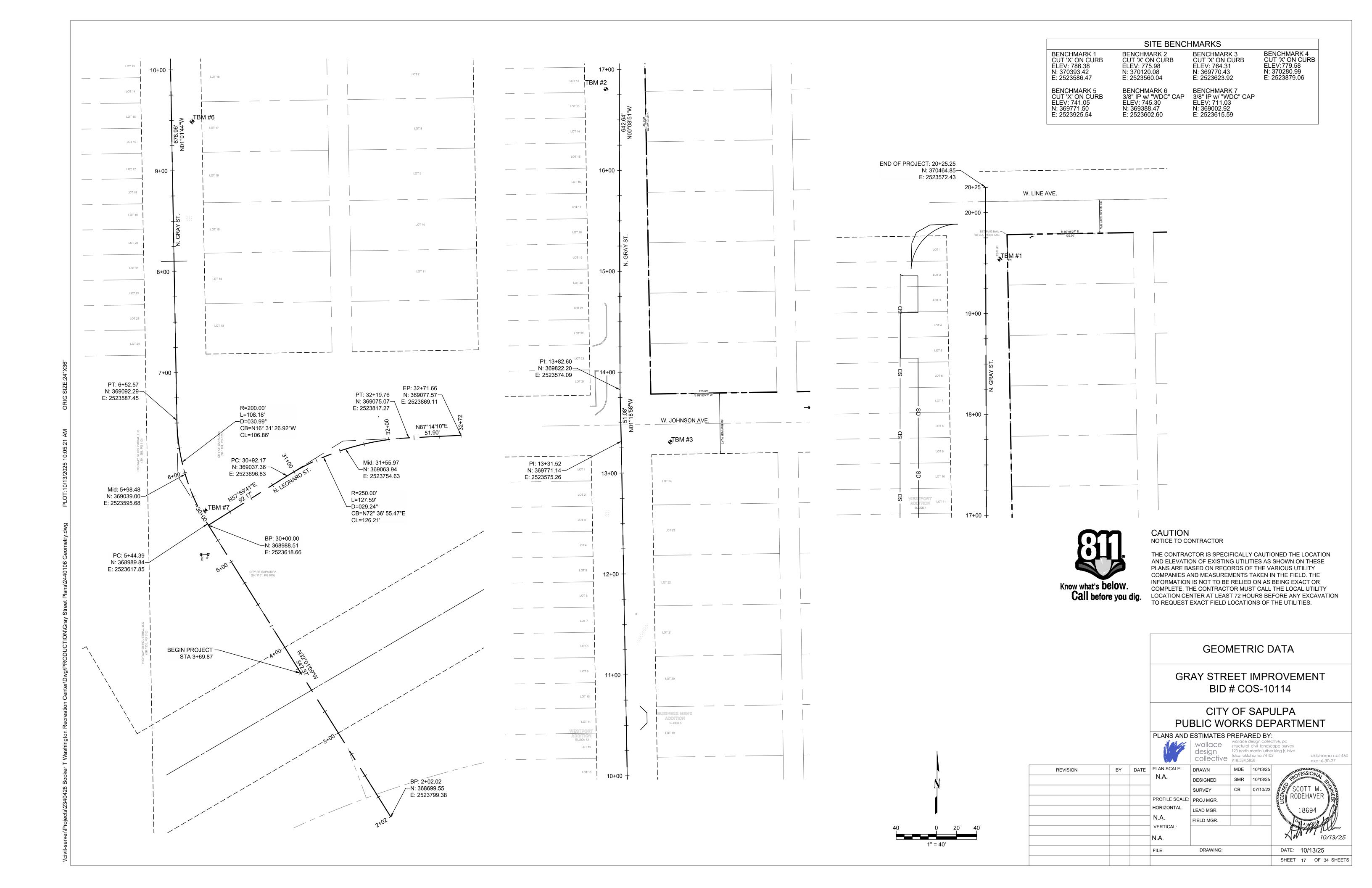
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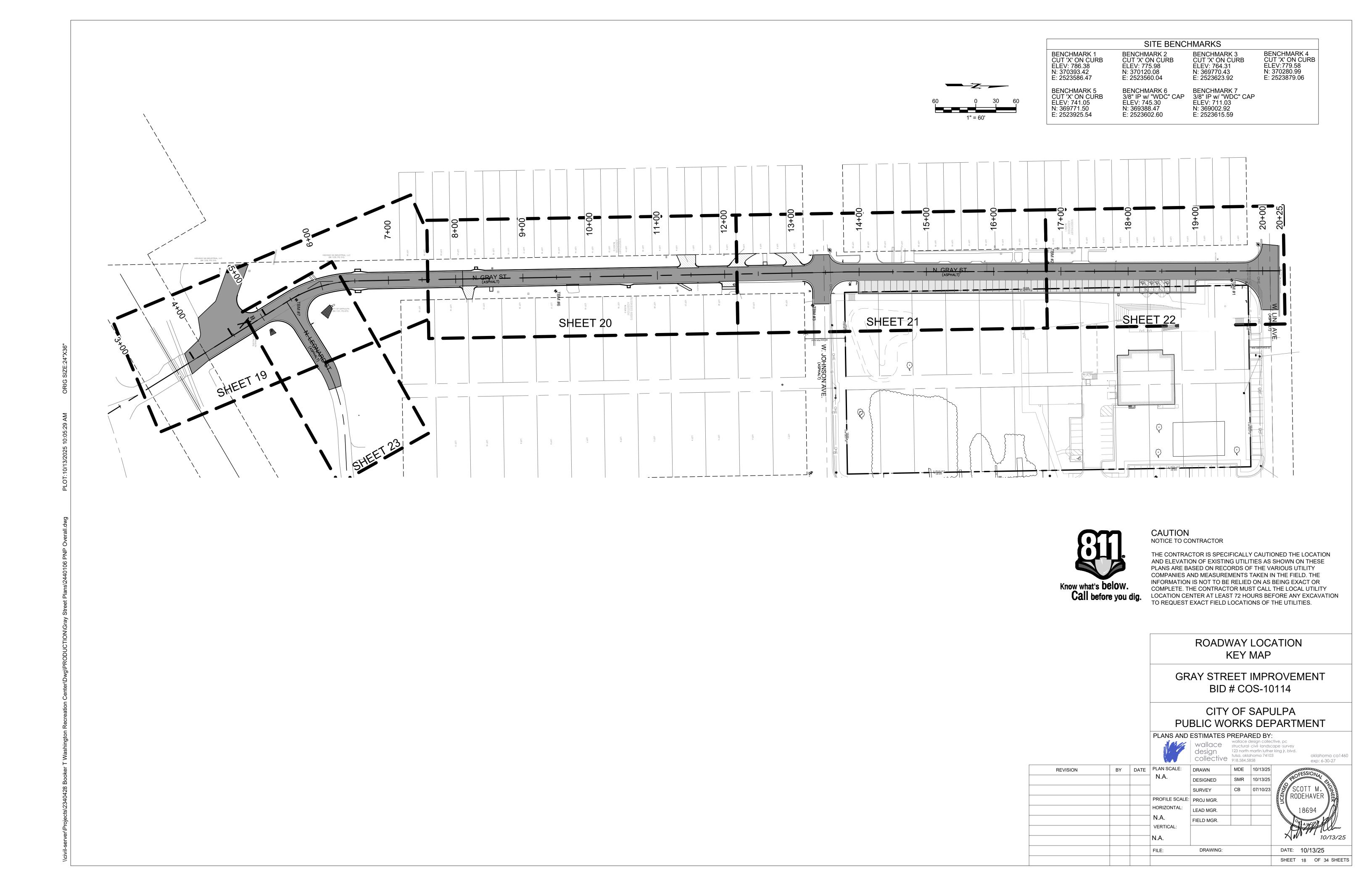
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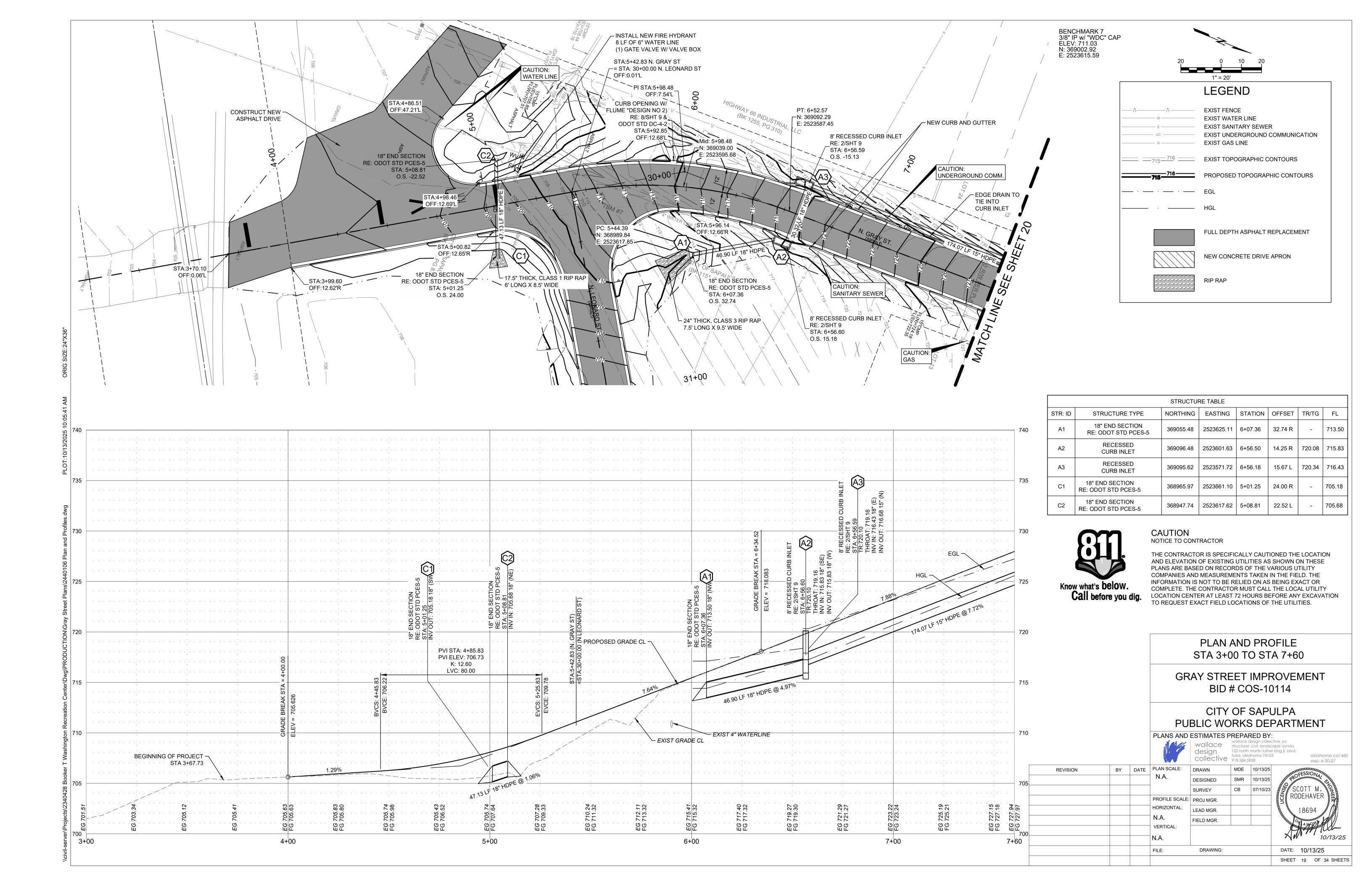
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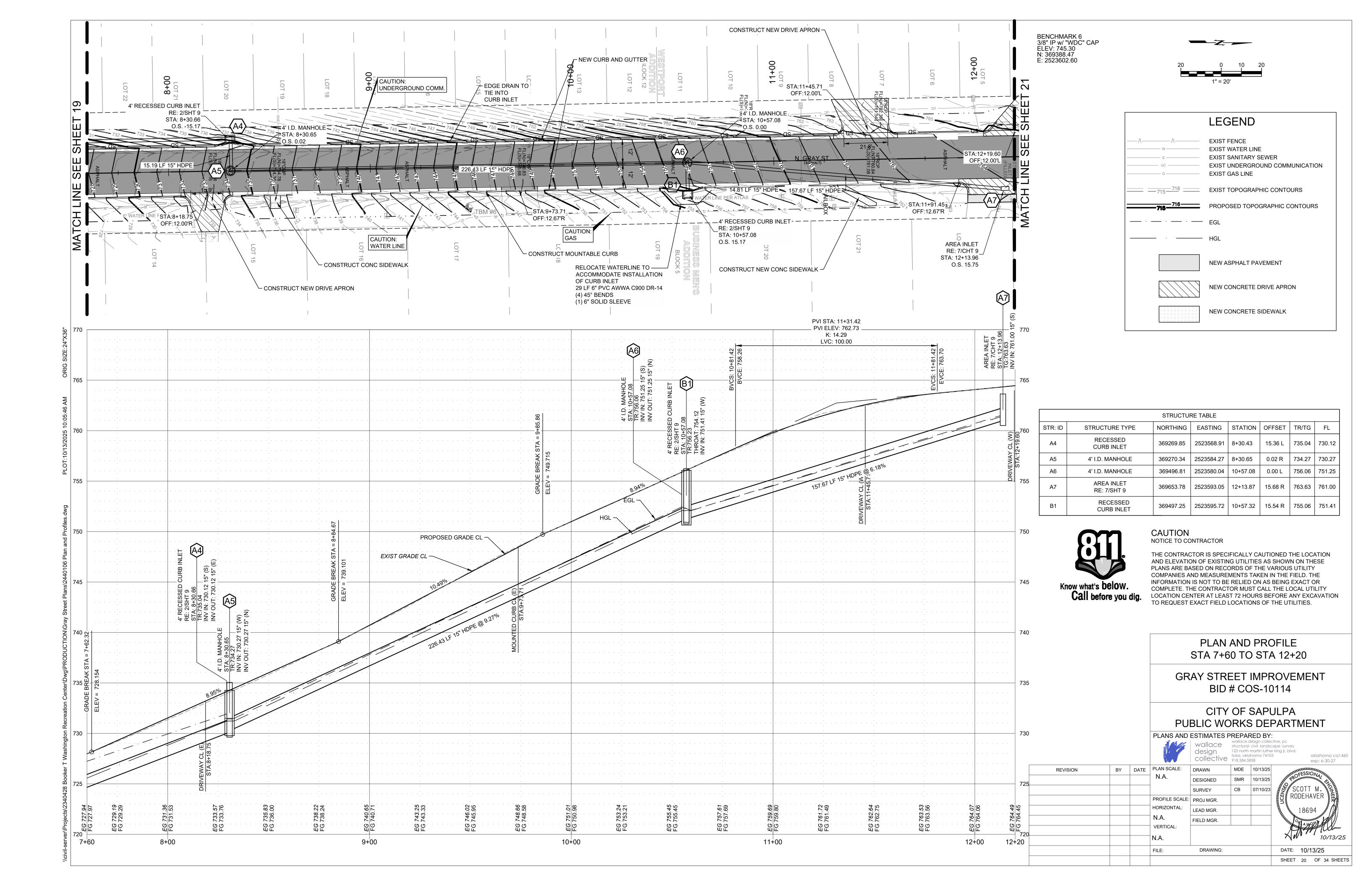
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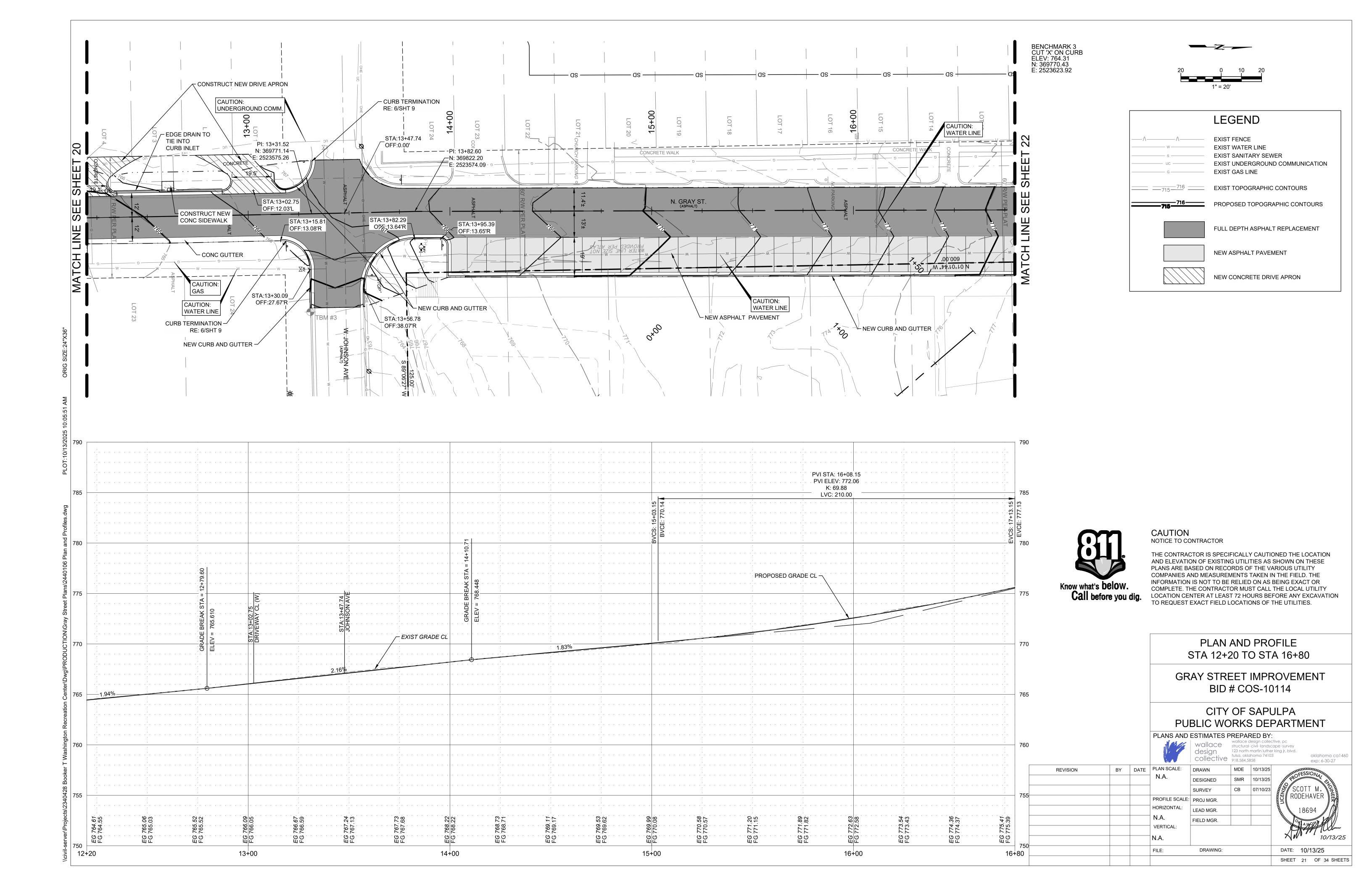
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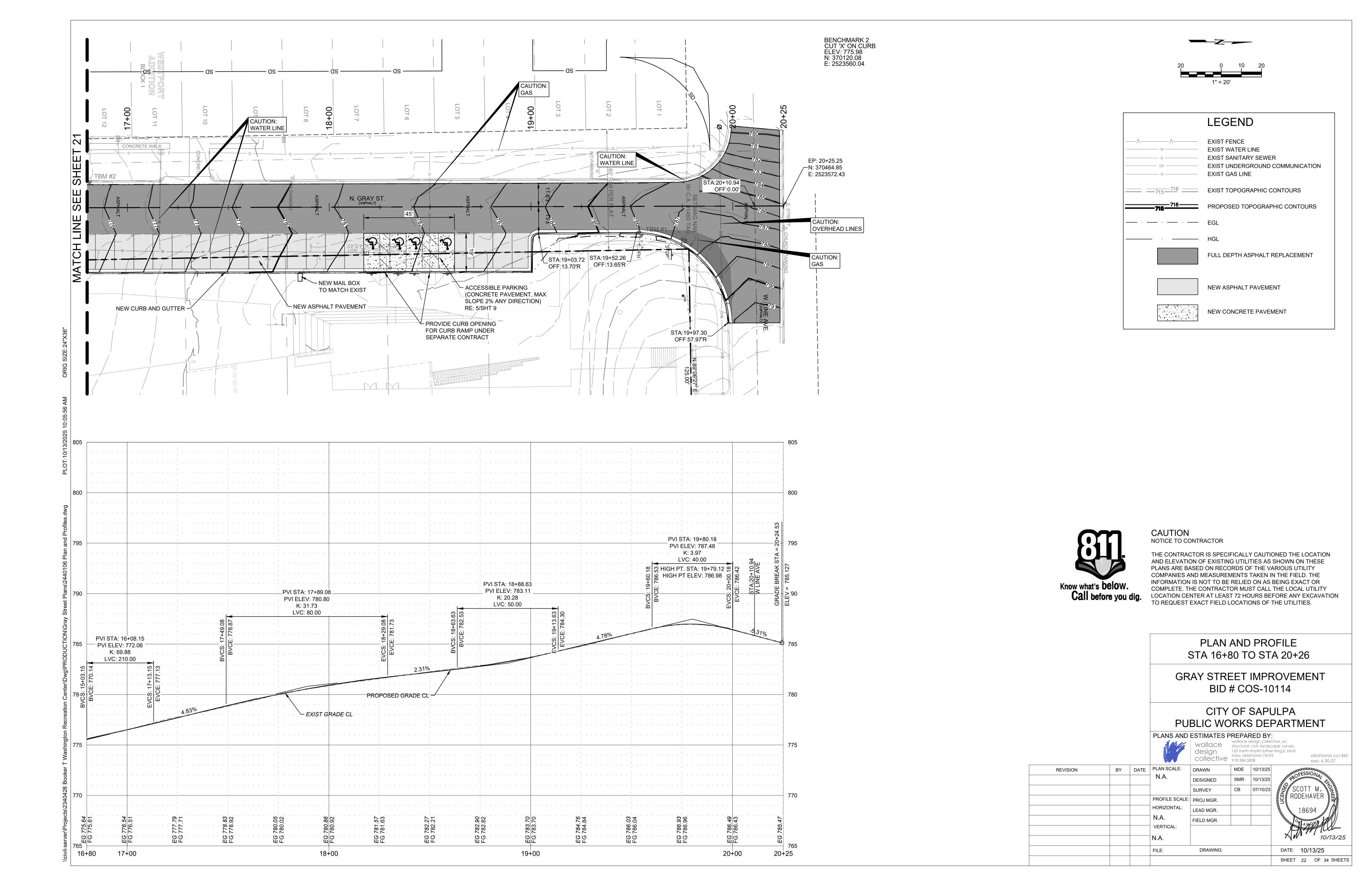


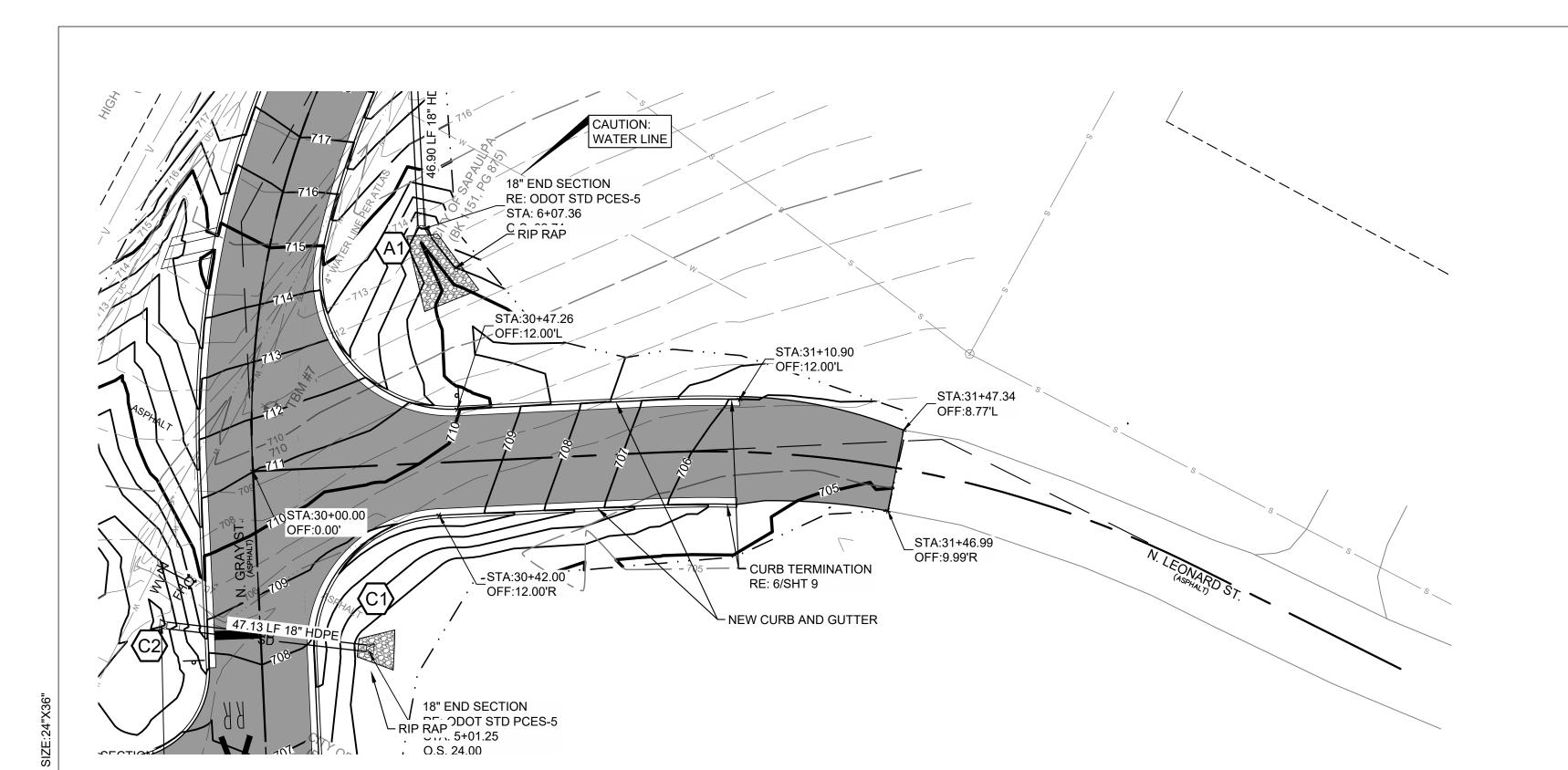


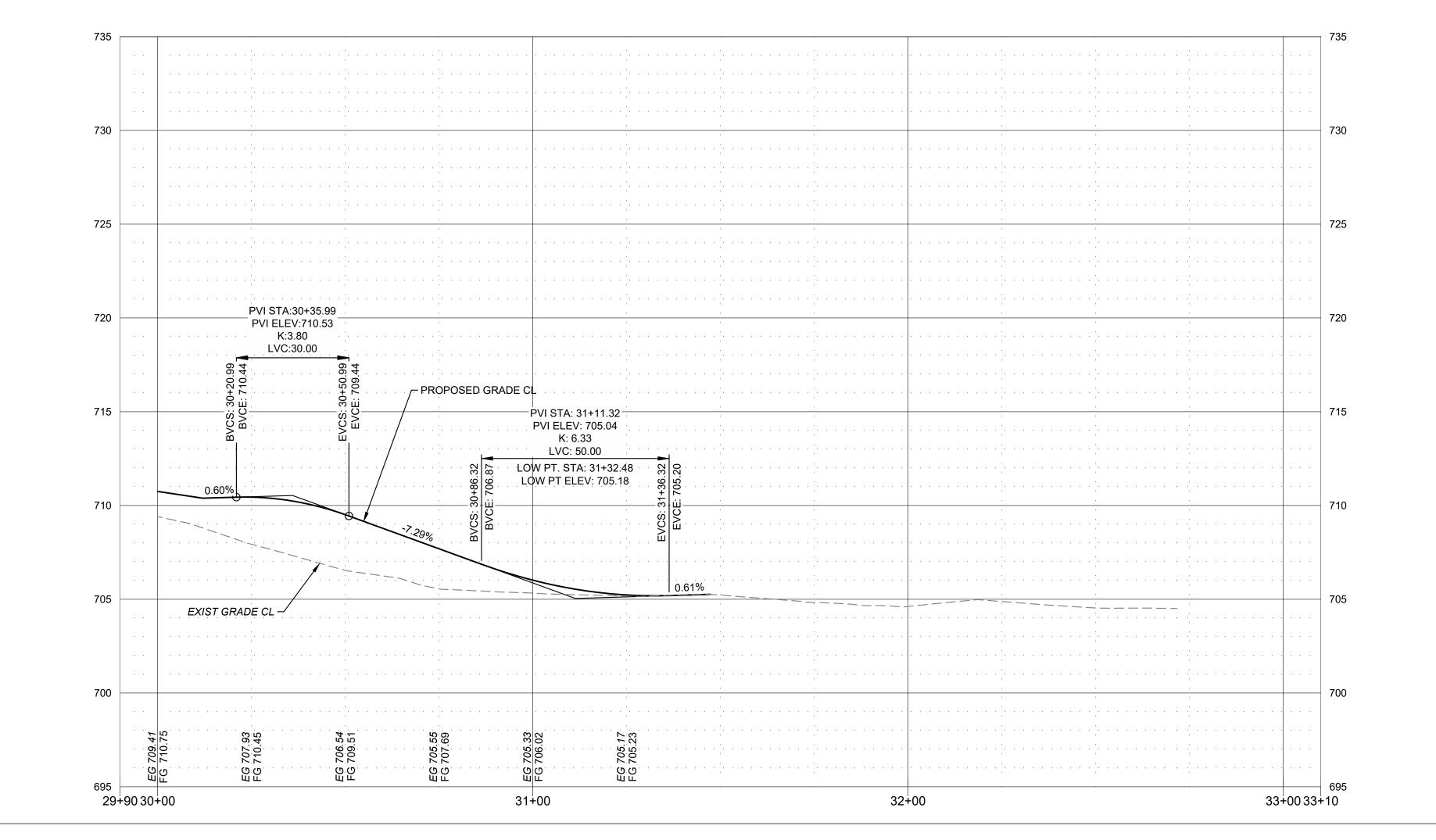




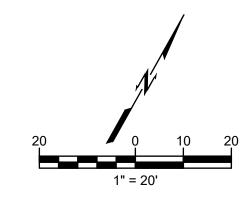


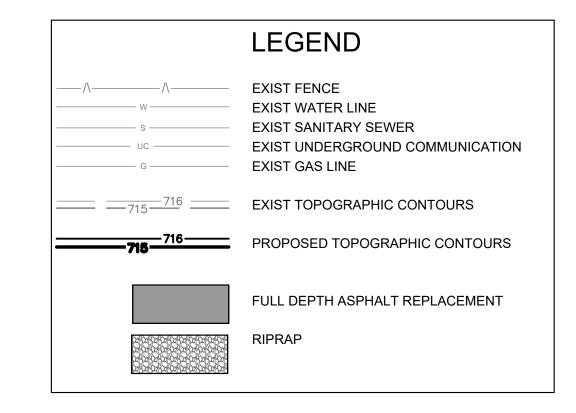






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CAUTION NOTICE TO CONTRACTOR

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THE LOCATION AND ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 72 HOURS BEFORE ANY EXCAVATION

TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES.

PLAN AND PROFILE LEONARD STREET

GRAY STREET IMPROVEMENT BID # COS-10114

CITY OF SAPULPA PUBLIC WORKS DEPARTMENT

oklahoma ca1460

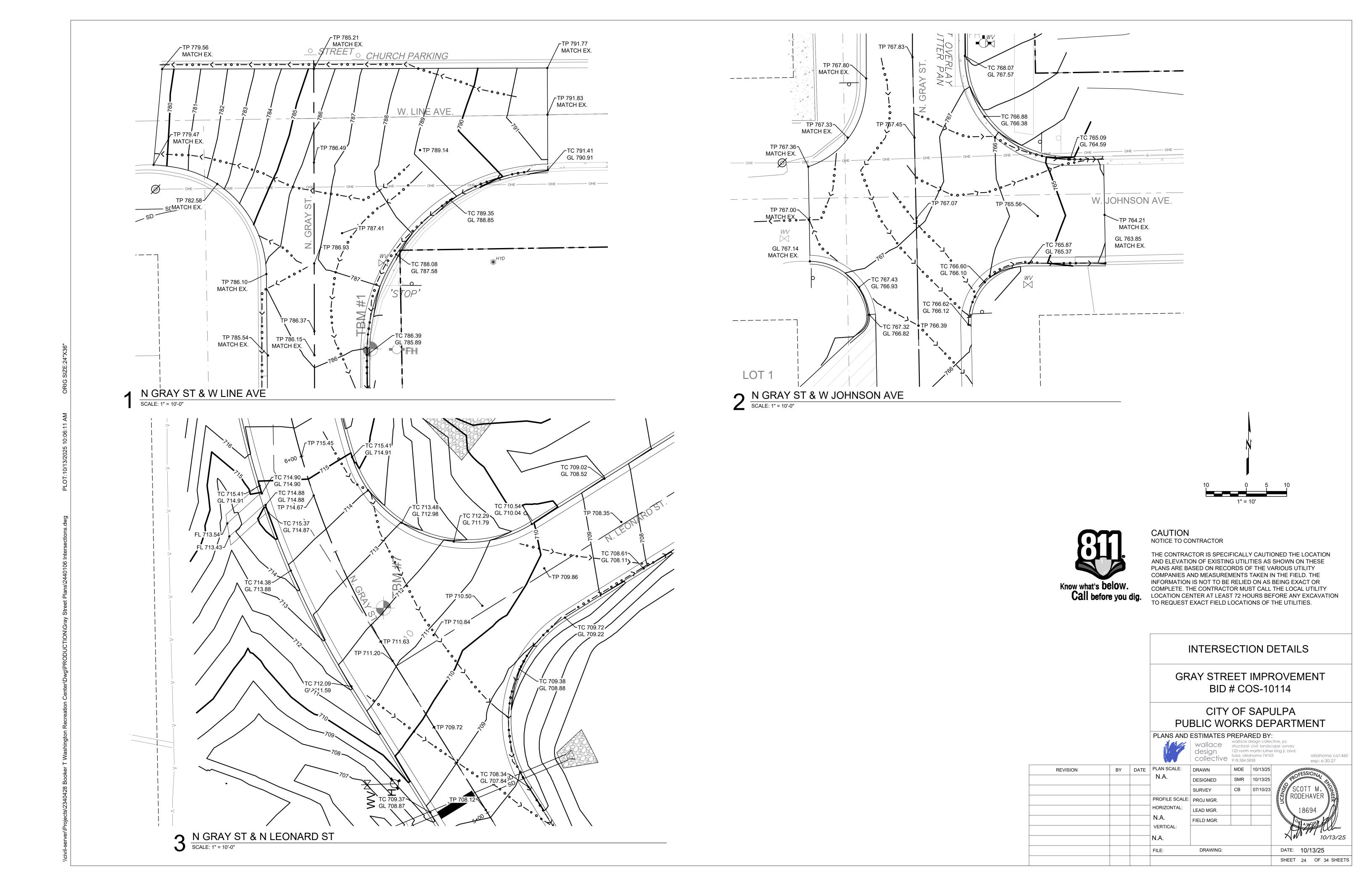
SHEET 23 OF 34 SHEETS

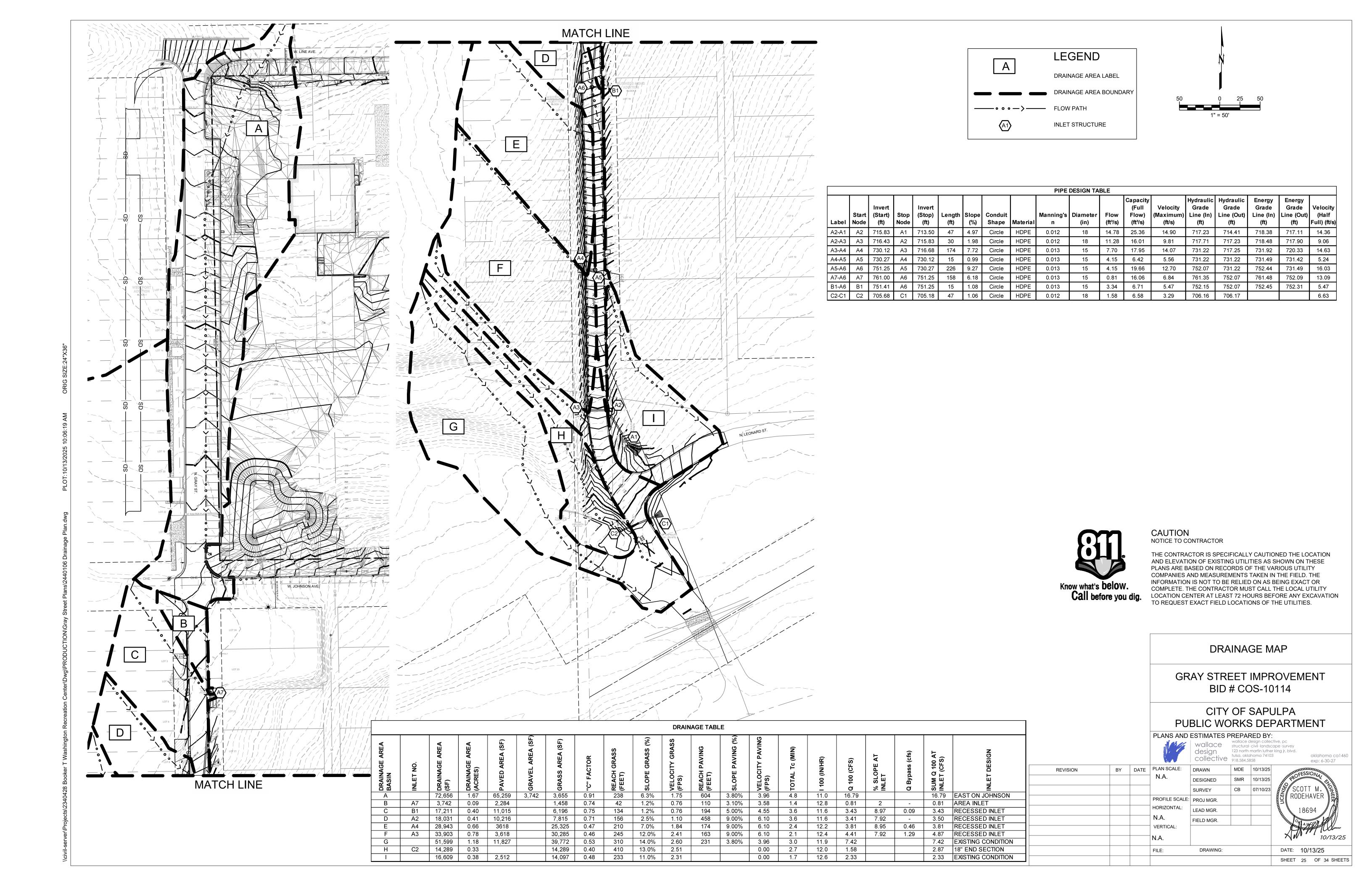
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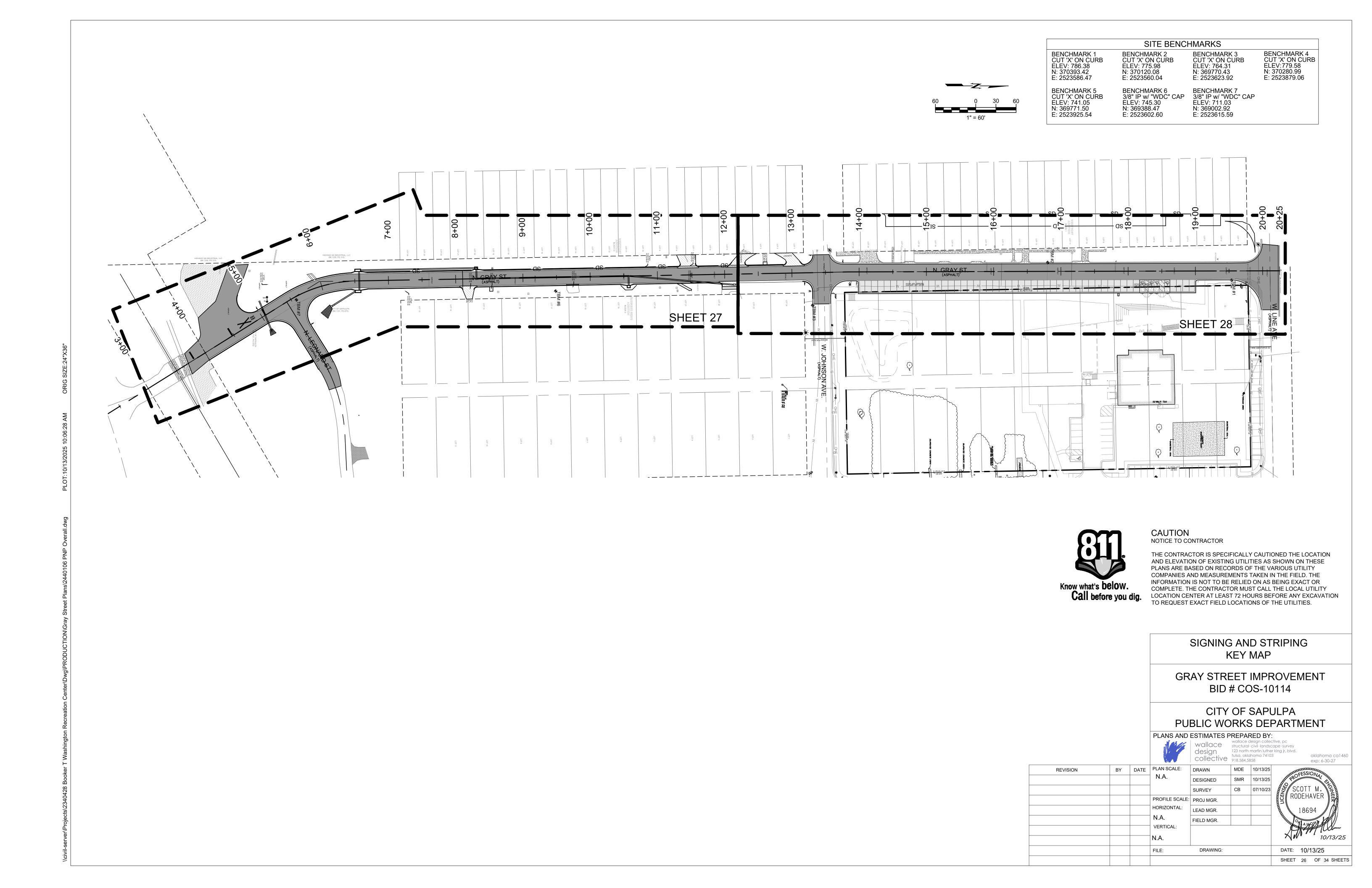
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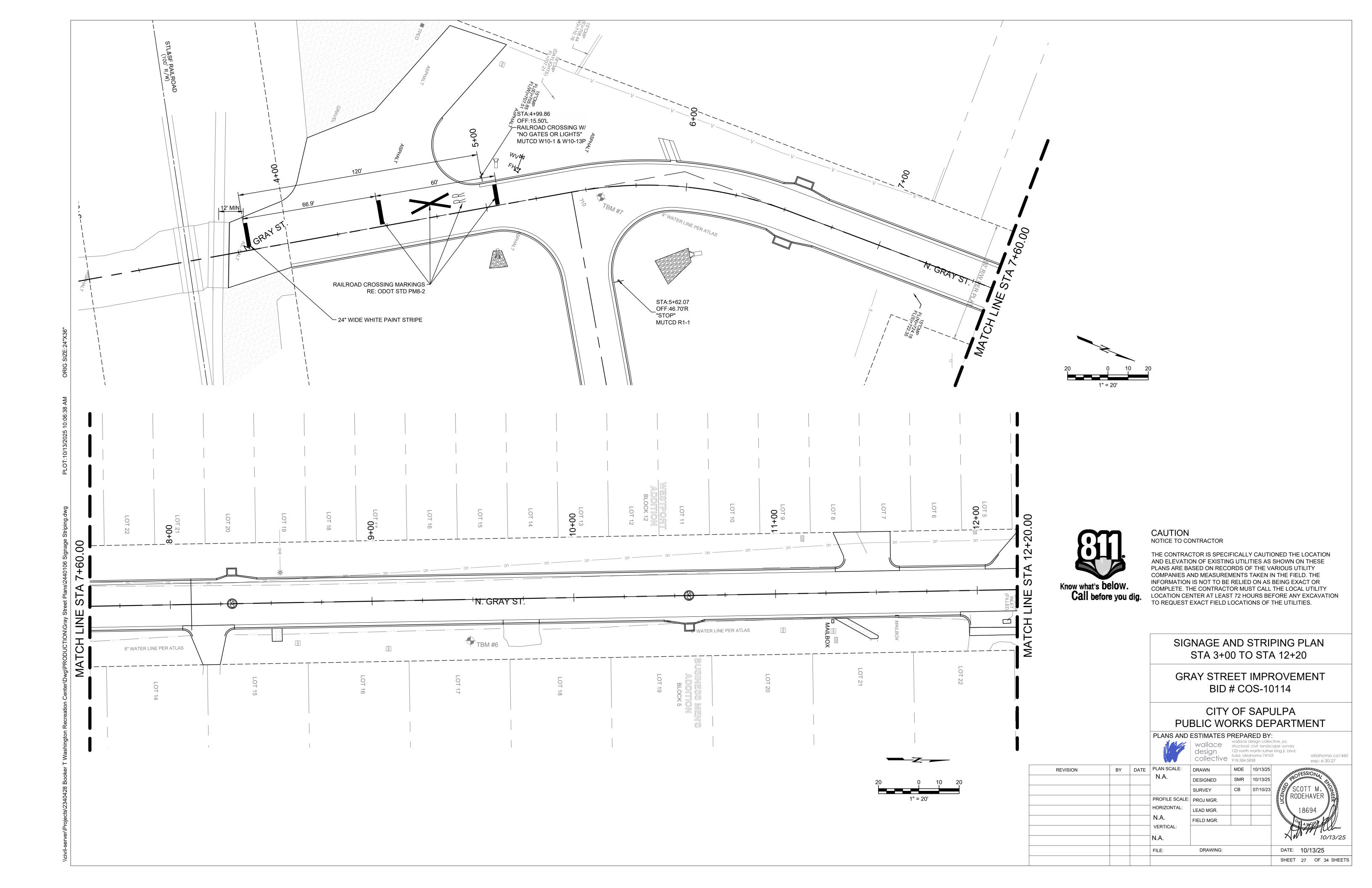
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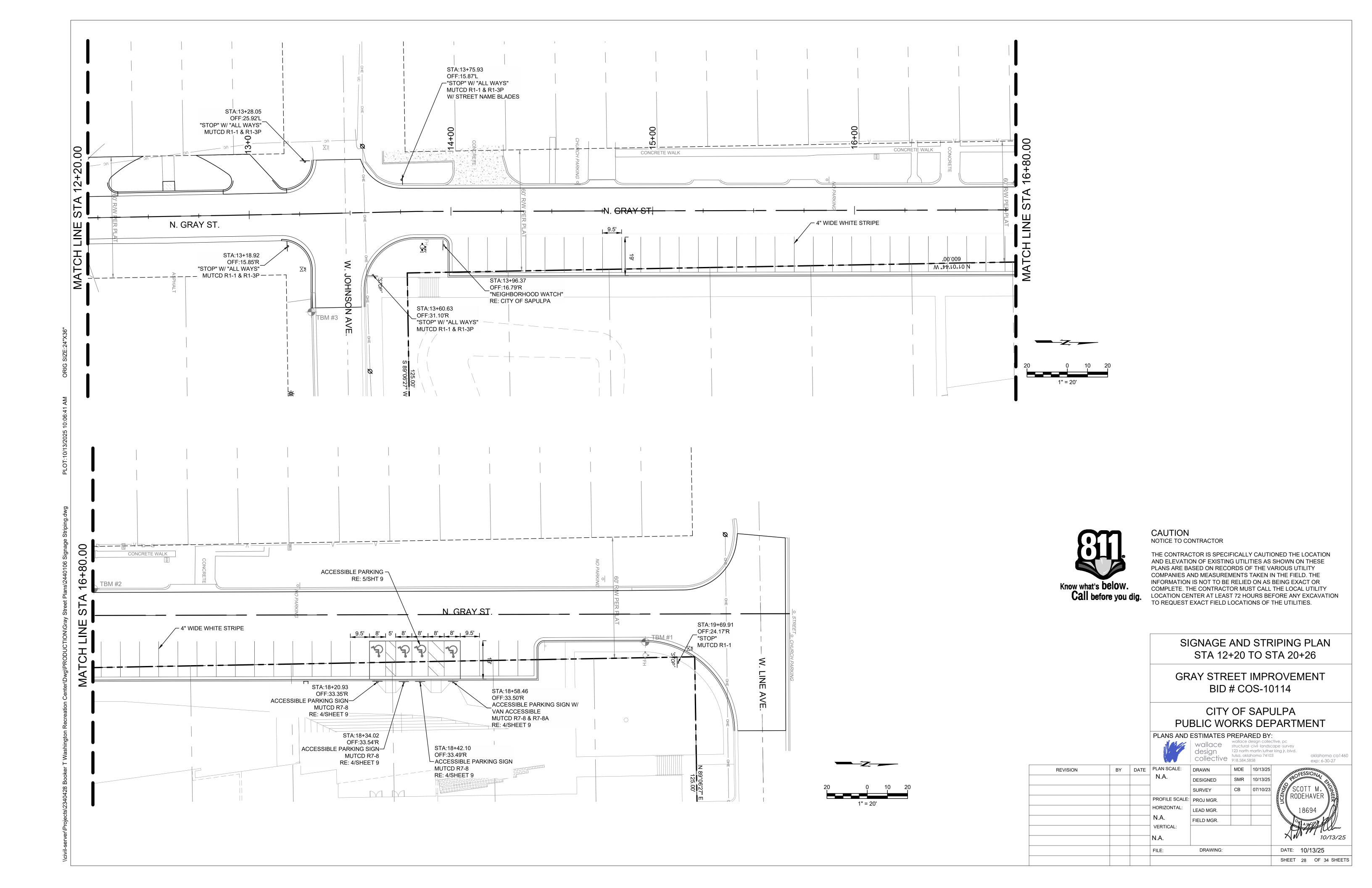
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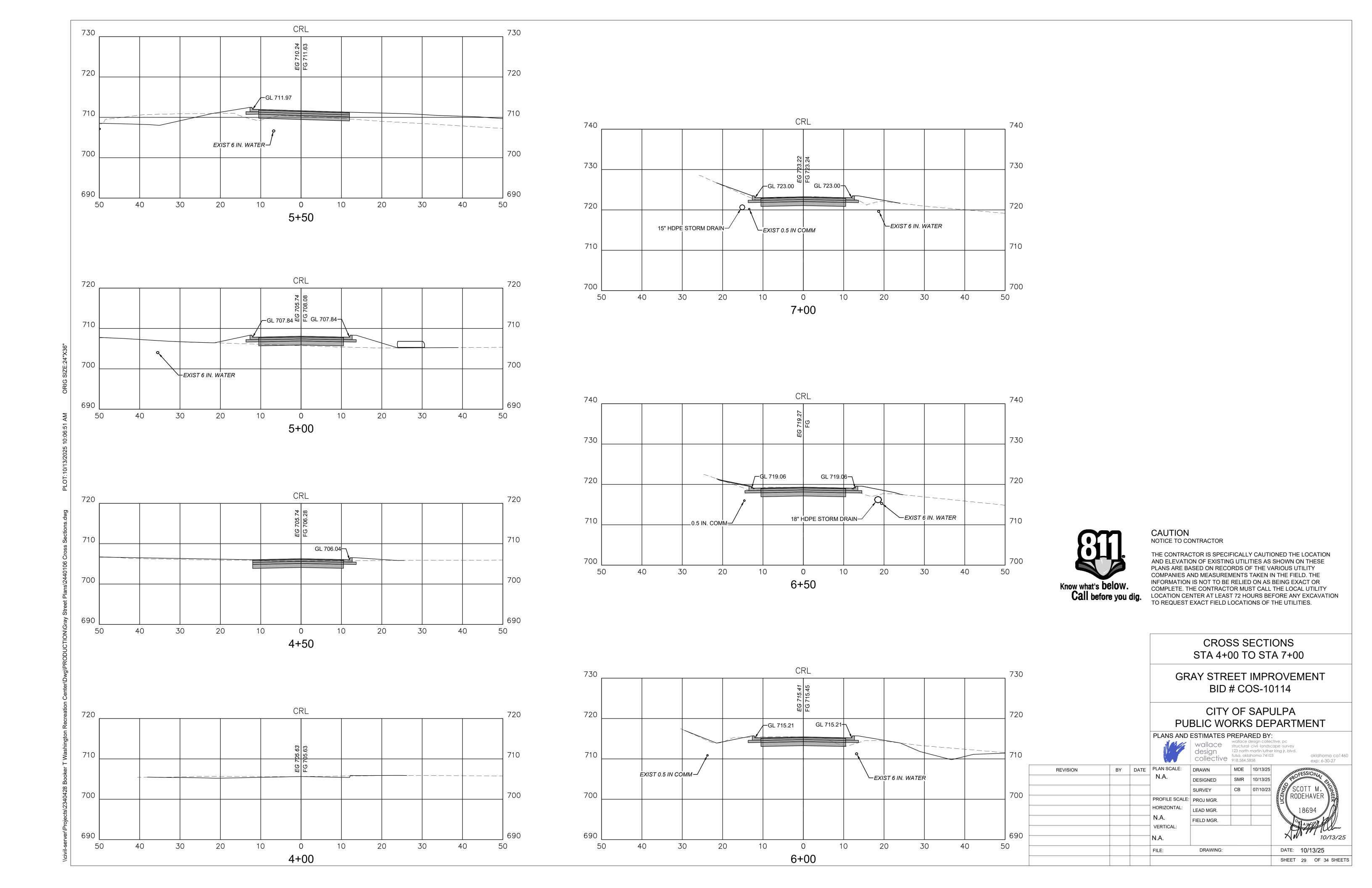


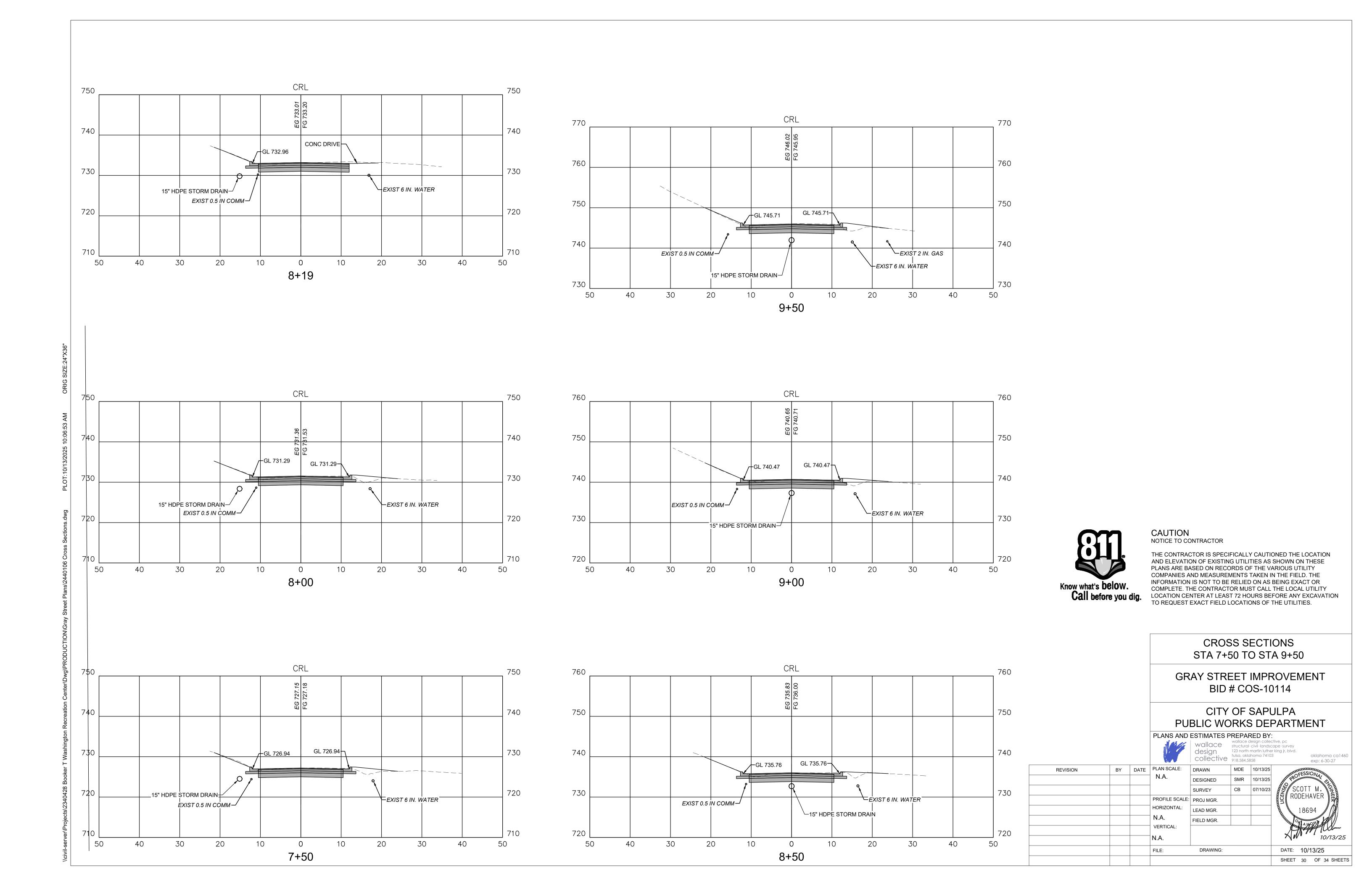


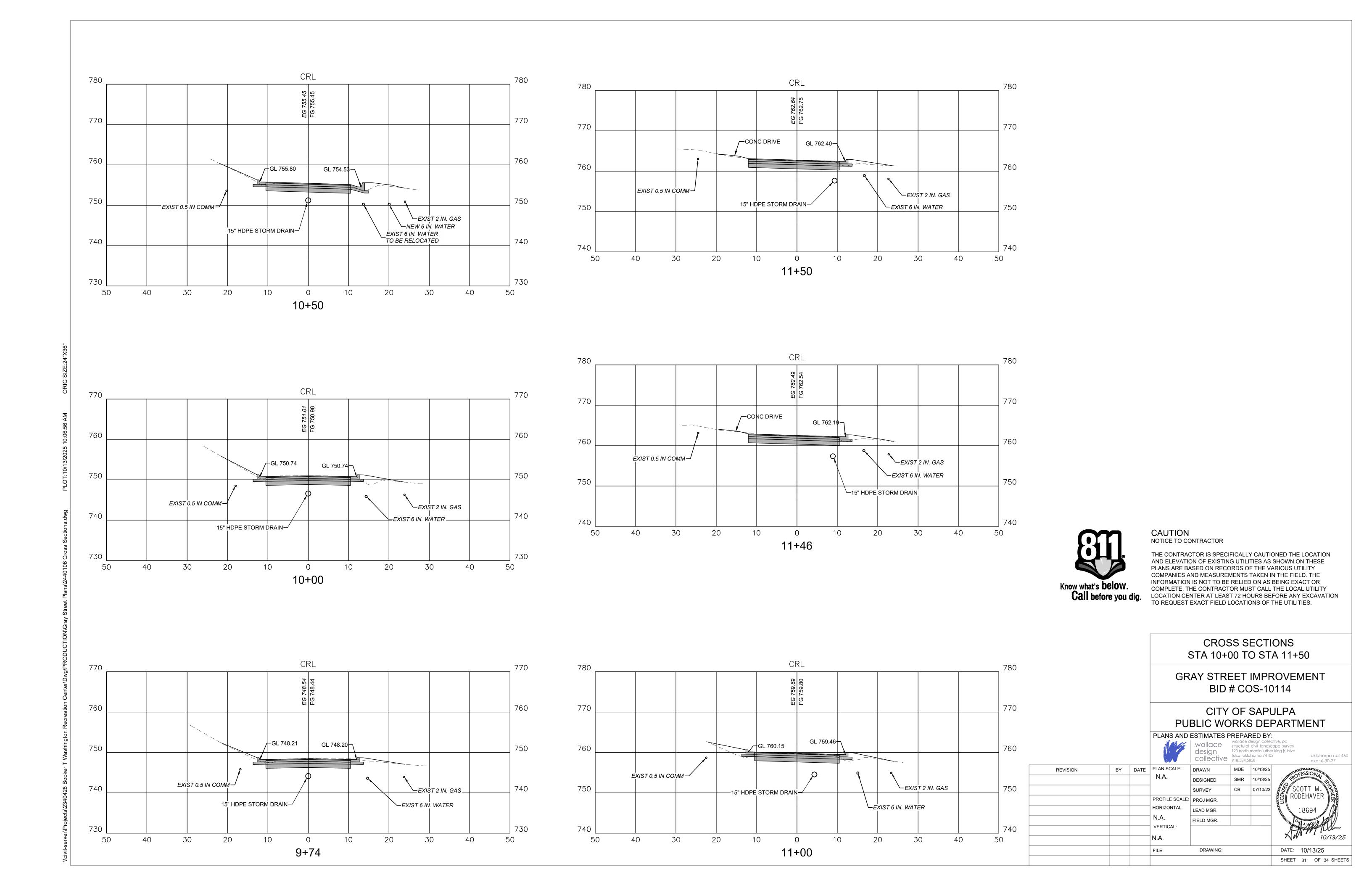


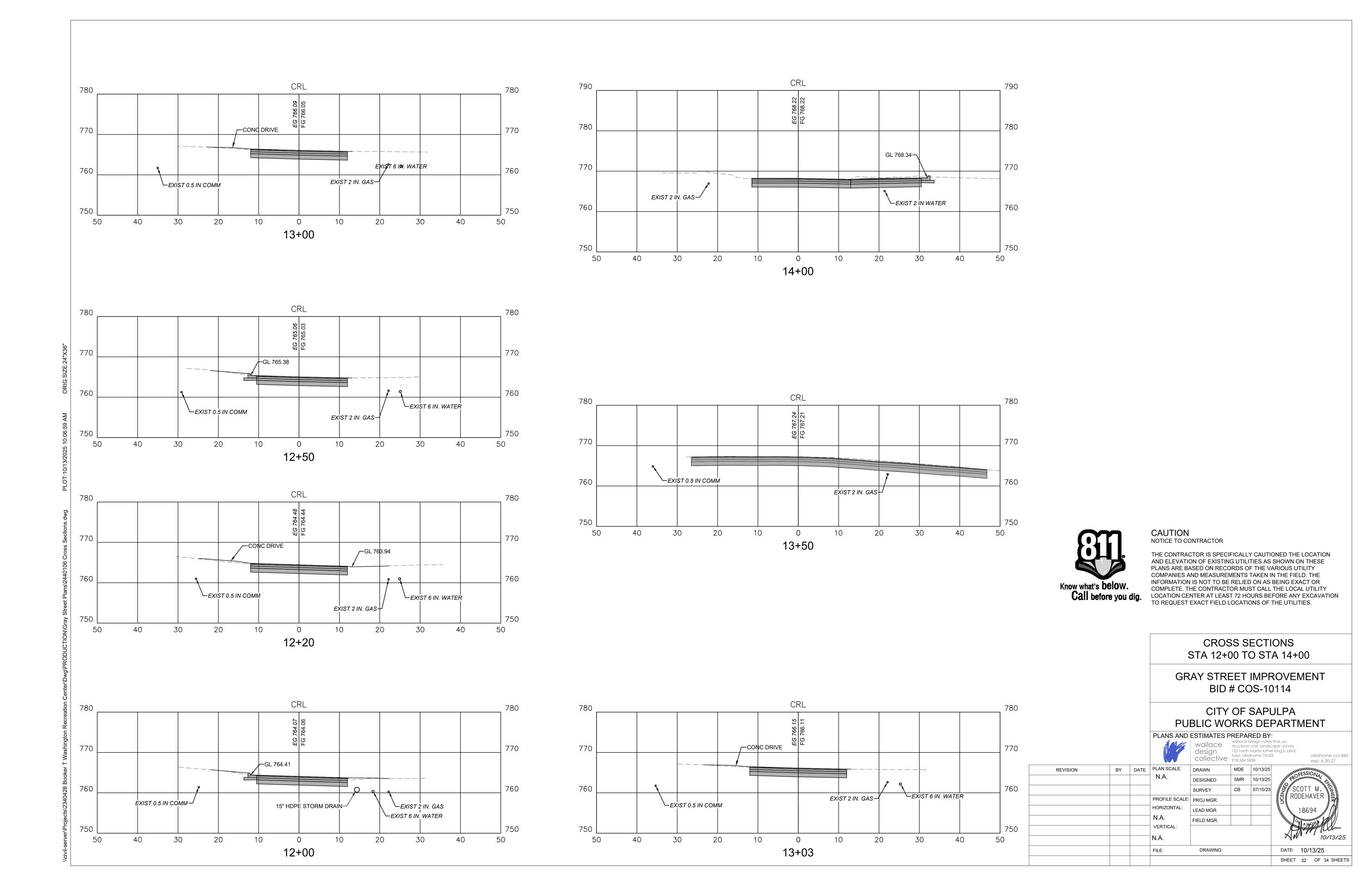


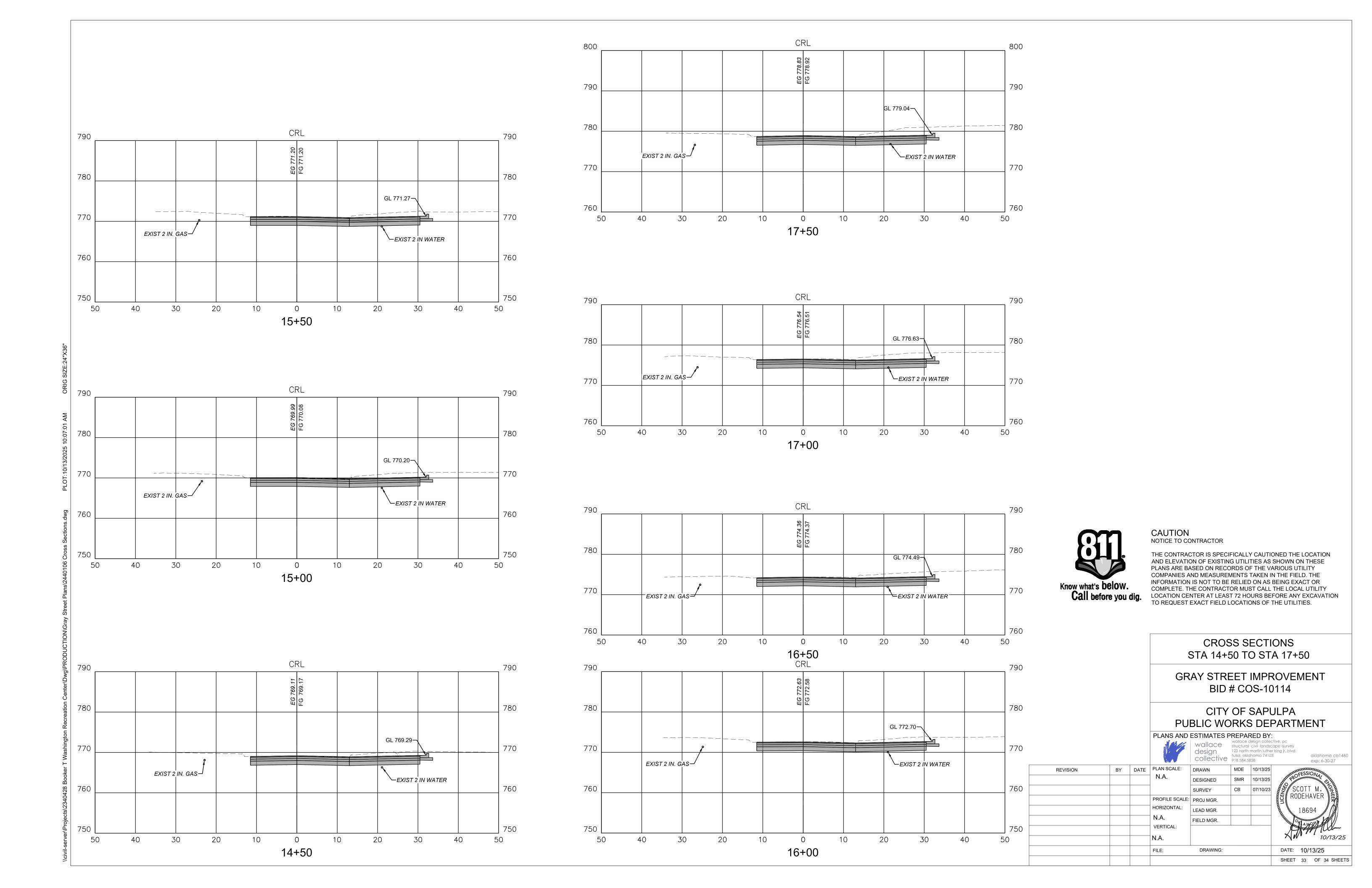


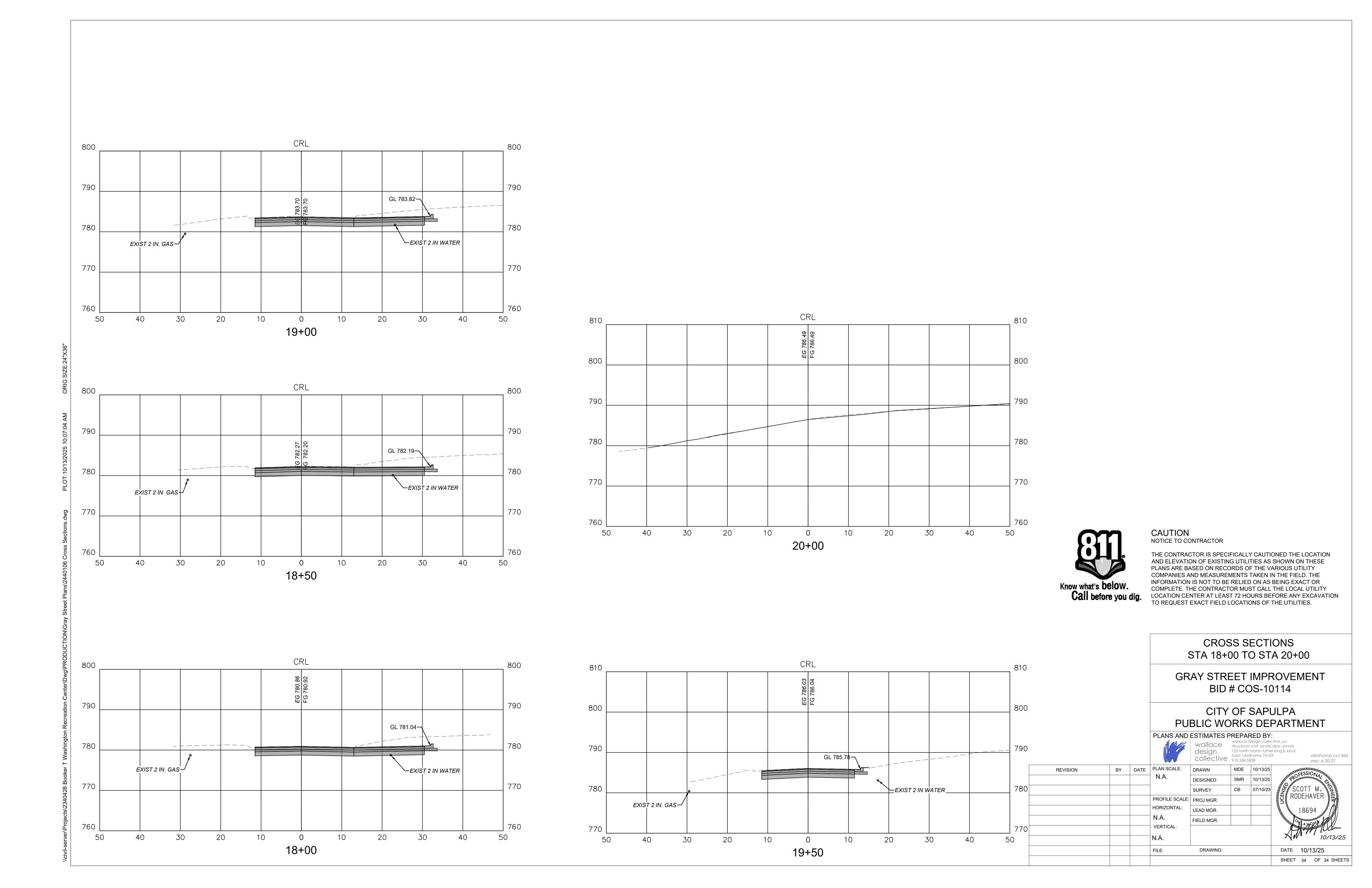












SECTION II. SURETY BONDS

STATUTORY BOND

KNOW ALL ME	EN BY THESE PRESENTS, that we,					
as Principal(s) and						
the State of	, a Corporation organized under the laws of, and authorized to transact business in the State of Oklahoma, as Surety,					
are held and firmly bound unto the State of Oklahoma, in the penal sum of						
	dollars (\$) lawful money of the					
United States, for the pay	rment of which sum well and truly to be made, we bind ourselves, our successors					
and assigns, jointly and	severely, firmly by these presents. Signed and sealed and delivered this					
day of	, 20, in triplicate counterparts.					
said	ON OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, the has on thisday of, 20, entered into a written f Sapulpa, State of Oklahoma for					
according to the Plans and necessary tools, equipmed contained in said Contrastreference thereto made a agrees that no change, e Work to be performed the affect its obligations on	and Specifications attached to said Contract, which includes the furnishing of all ment, material and labor, in accordance with the Plans and Specifications act and made a part thereof, which Contract, Plans and Specifications, are by a part of this bond. The said Surety, for value received, hereby stipulates and extension of time, alteration or addition to the terms of the Contract or to the ereunder or the Terms and Conditions accompanying the same shall in any way this Bond, and it does hereby waive notice of any such change, extension of on to the Terms and Conditions of the Contract or to the Work or to the Plans					
incurred by the Contract Contract, for labor and	ORE, if said shall pay all indebtedness etor, or his Subcontractor who perform Work, in the performance of such materials and repairs to and parts for equipment used and consumed in the ntract, then this obligation shall become null and void; otherwise to be in full					
	By:					
	Surety Company					
	By: Attorney in Fact					
	Attorney in Fact					

(Accompany this bond with Attorney-in-Fact's authority from Company) (One copy to be filed with the Clerk of the District Court)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PR	ESENTS, that we	, and
general offi	ices in	, a corporation organized under
the laws of the State of and a	authorized to transa	act business in the State of Oklahoma, as
Surety, and held and firmly bound unto the C	City of Sapulpa, Ok	lahoma, a municipal corporation existing
under the laws of the State of Oklahoma, in the	ne penal sum of	
dollars (\$) lawfu	I money of the United States, in payment
of which sum well and truly to be made, the sa	aid Principal and Su	rety bind themselves, their successors and
assigns, jointly and severally, firmly by these	presents. Signed, se	ealed, and delivered this _day of
, 20		
, 20, according to includes the furnishing of all necessary tools, together with all Plans and Specifications is herein; and for the payment to the City of Sap by the terms of this Contract, as well as by rethe payment of any and all judgments, costs Oklahoma, or its officers, for any cause whate life or property, suffered or sustained by any peherein, its agents, servants, or employees, in the negligence, carelessness, or misconduct, in guaraterials used in the construction of said W servants, or employees; and for the protection for infringements, or alleged infringements, received, hereby stipulates and agrees that no and Conditions of the Contract or to the Worl accompanying the same shall in any way affect of any such change, extension of time, alterator to the Work or to the Plan and Specification	o the Plans and Spece, equipment, material hereto attached and pulpa, Oklahoma, of ason of any violations of suits and action ever arising from, of erson, or persons, find the construction of suits arding or protecting fork, or any act of the City of Sapuror patent rights of change, extension of the tits obligations on the construction of the construction of the City of Sapuror patent rights of the change, extension of the construction of the construction of the construction of the construction of addition to the construction of	d made a part hereof as if set out in full fall sums due, or which may become due, on thereof by the Principal herein; and for ons brought against the City of Sapulpa, or on account of, any injuries or damage to rm, or corporation, caused by the Principal aid Work, or by or in consequence of, any the same, or from any improper defective omission of said Principal, or its agents, alpa, Oklahoma, against all suits or claims or processes. The said Surety, for value of time, alteration or addition to the Terms hereunder or the Plans and Specifications this Bond, and it does hereby waive notice the Terms and Conditions of the Contract
NOW, THEREFORE, the said Principits corporate seal to be hereto affixed by its dipresents to be executed in its name, and its corporate authorized thereunto to do so, the day and ye in triplicate counterparts.	uly authorized office porate seal to be he ar first above written	reunto affixed, by its attorney in fact, duly en and these presents have been executed
	By:	
	Surety	Company
	By:	
		Attorney in Fact

MAINTENANCE BOND

WHEREAS, the undersigned,	has executed Contract
No, dated the day of	, 20, designated and known as
for the construction of	has executed Contract , 20, designated and known as including all of act, and to be performed by the undersigned strictly and
the Work mentioned and described in said Contra	act, and to be performed by the undersigned strictly and
punctually in accordance with the Terms and Con	ditions and the Plans and Specifications thereof.
NOW THEREFORE WHOM ALL MEN	LDW THESE PRESENTS (1)
NOW, THEREFORE, KNOW ALL MEN	N BY THESE PRESENTS, that
, OI	as Principal, and dound into the City of Sapulpa the sum of
as Surety, are jointly and severally, firmly held an	dollars (\$ \text{lawful money of the}
United States of American same being the appr	dollars (\$) lawful money of the coximate cost of the Contract herein referred to, for the
	nade, we hereby bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and	
administrators, successors and assigns, joining and	a so votality, initing by whose prosonies.
THE CONDITION OF THIS BOND is s	such that the said Principal and Surety herein named do
	antee the City of Sapulpa that all work done under said
	uch a manner that the same shall endure without need of
	r from and after the formal acceptance of said project by
the City of Sapulpa, and that all the expense of	said Principal and/or Surety, all failures occurring and
arising from any defect in material or workmansh	ip within said period of() year
	after notice to said Principal by letter deposited in the
United States mail, addressed to said Principal at	
	ed that upon the neglect, failure or refusal of the Principal
	aid project or any work connected therewith within the
	ated period that the said Principal and Surety shall jointly
	ahoma, for the costs and expenses of making such repairs
or backfills, or making good such defects or impe	rfections.
NOW THEREFORE if the said Drives	inal and Country shall faithfully and accounts bear and
	ipal and Surety shall faithfully and securely keep and kept and performed by them, or either of them, then this
	and effect, otherwise to be and remain in full force and
effect at all times.	and cricci, otherwise to be and remain in run force and
effect at all times.	
C: 1 11 11: 14 1 C	20
Signed, sealed and delivered the day of _	, 20
	
	Contractor Principal
Attacti	Dr
Attest:	By:
Title	Title (seal)
Surety (seal)	Attorney in Fact
(Accompany this bond with Power of Attorney)	
Approved as to Form:	
Attorney	

SECTION III. CITY OF SAPULPA'S STANDARD CONTRACT TERMS AND CONDITIONS FOR A PUBLIC CONSTRUCTION PROJECT

CITY OF SAPULPA'S STANDARD CONTRACT TERMS AND CONDITIONS FOR A PUBLIC CONSTRUCTION PROJECT

1.0 DEFINITIONS

- 1.1 The following Definitions are for terms utilized in the Contract Documents. Whenever these terms appear in any of the Contract Documents relating to this Public Construction Project, the following terms (or pronouns in place of them) and definitions for those terms govern. If a term is defined but is not utilized within any of the Contract Documents for a particular Public Construction Project, then it will not apply.
 - 1.1.1. AASHTO means the American Association of State Highway and Transportation Officials.
 - 1.1.2. <u>Addenda</u> means any additional or supplemental documents, which were not included with the Bid packet and are usually written interpretations or modifications of the Contract Documents, provided prior to Bid opening.
 - 1.1.3. ASTM means the American Society of Testing and Materials.
 - 1.1.4. AWWA means the American Water Works Association.
 - 1.1.5. <u>Bid</u> means the Bidder's Proposal with all documents attached thereto by the Bidder, submitted by the Bidder to perform the Work, which Bid shall become a part of the Contract Documents upon becoming successfully awarded to the Bidder.
 - 1.1.6. <u>Bidder</u> means any person, partnership, joint venture or corporation submitting a Proposal for performing the Work.
 - 1.1.7. <u>Bond(s)</u> mean(s) the Proposal Guaranty, Performance Bond, Statutory Bond or Maintenance Bond furnished by the Contractor and the Surety to the City as a guaranty that the Contractor will enter into a Public Construction Contract with the City and completely perform the Contract according to its terms and conditions.
 - 1.1.8. <u>City</u> means the City of Sapulpa, Oklahoma, a municipal corporation or any of its Trusts or Authorities as indicated by the entity executing this Contract, its duly elected and qualified governing body and/or its agents and officers duly authorized to act for the City or to represent the City relative to this Contract and to perform the powers and duties specified by the City hereunder.
 - 1.1.9. <u>Change Order(s)</u> mean(s) a written order to the Contractor for Extra Work, increases or decreases in Contract quantities and additions or alterations to the Plans or Specifications, within the scope of the Contract.
 - 1.1.10. <u>Construction Project</u> means the Public Construction Project for which the Work is to be completed under the Contract Documents.
 - 1.1.11. <u>Contract</u> means the Public Construction Contract, executed by the parties, which pertains to the performance of and the furnishing of labor and materials for the Work on the Public Construction Project. The Contract includes all of the Contract Documents, whether attached thereto or incorporated by reference.
 - 1.1.12. <u>Contract Administrator</u> means the City representative primarily responsible for administration and oversight of the Contract. The Contract Administrator will be the designated Project Manager and/or Project Engineer as applicable.
 - 1.1.13. Contract Documents mean all the documents included in the Bid Packet, which includes,

but is not limited to, the Notice to Bidders, Invitation to Bid, Instructions to Bidders, Proposal Form, Performance Bonds, Statutory Bonds, Maintenance Bonds, the successful Bidder's Bid, City of Sapulpa's Standard Contract Terms and Conditions for Public Construction Projects and the Plans and Specification, other Drawings, Supplemental Agreements, Supplemental Plans and Specifications, other Drawings and/or other data and may also refer to the unsigned forms of such documents.

- 1.1.14. <u>Contractor</u> means the corporation, partnership, company, firm or individual, named and designated in the Contract and who has entered into this Contract or the performance of the Work covered thereby and/or the Contractor's duly authorized agents and other legal representatives.
- 1.1.15. <u>Days</u> mean calendar days unless otherwise specified.
- 1.1.16. <u>Drawings</u> means and includes all Drawings, Plans or other Drawings prepared by the City or by an Architect/Engineering firm contracted with the City that were included in the City's Proposal for Bids; all Drawings submitted by the successful Bidder with the successful Bidder's Proposal and used as a basis for the successful Bid; all Drawings by the Contractor when and as approved by the Contract Administrator and/or Engineer; and all Drawings submitted by the City to the Contractor during the progress of the Work as provided for herein.
- 1.1.17. <u>Engineer</u> means the engineer or engineers who have been designated, appointed or employed by the City for this Work or the Engineers' duly authorized agents; such agents acting within the scope of the particular duties entrusted to such agents in each case.
- 1.1.18. Extra Work means, Work that is unforeseen or Work made necessary by alteration of Plans and Specifications or necessary to complete the Work for other reasons, for which no specific prices or compensations are provided in the Contract. Extra Work shall be performed by the Contractor in accordance with the Plans and Specifications and as directed; provided, however, before any Extra Work is started, an approved Change Order from Owner shall be delivered to the Contractor by the Contract Administrator for the Extra Work.
- 1.1.19. <u>Inspector</u> means the authorized representative of the Engineer or the technical inspector or inspectors duly authorized by the Contract Administrator, assigned to make a detailed inspection of any or all portions of the Work, or materials thereof.
- 1.1.20. <u>Laboratory</u> means the laboratory or laboratories employed by the Contractor for testing the materials used in the Work.
- 1.1.21. <u>Lump Sum</u> means the price or an item of Work including all things necessary to complete the item as shown on the Plans and Specifications. Such an item is not measured in units but is defined by description.
- 1.1.22. <u>Maintenance Bond</u> means the Surety Bond that secures that the Work performed was is accordance with the Contract Documents and that for a period of time after completion of the Work the Contractor will continue to perform such maintenance and/or repairs on the Project arising from any failures or defects in materials or workmanship or asset set out in the Contract Documents.
- 1.1.23. <u>Materials</u> mean all raw and prepared materials and manufactured and fabricated products entering into the finished Work.
- 1.1.24. <u>Notice to Bidders</u> means the notice provided by the City to Bidders to inform them of the Public Construction Project and Work contemplated by this Contract.
- 1.1.25. <u>Performance Bond</u> means the Surety Bond that secures that the Work to be done in accordance with the Contract Documents and will be performed in the entirety.

- 1.1.26. <u>Plans and Specifications</u> means those specific items or Drawings identified for this Public Construction Project regarding construction equipment, construction details, material details, details pertaining to the methods of manner of performing the Work, the equipment to be used, or to the quantities or qualities of materials to be furnished for the Work, which are bound into and are a part of the Contract Documents. They also include the official Drawings or Plans and the profiles, typical cross sections, general cross sections, working Drawings and supplemental Drawings, or exact reproductions thereof, prepared or approved by the Engineer, which show the location, character, dimensions and details of the Work.
- 1.1.27. Project means the Public Construction Project and the Work contemplated by this Contract.
- 1.1.28. <u>Project Engineer</u> means the Professional Engineer responsible for interpreting Plans and Specifications and/or Drawings for the Project. The Project Engineer may also act as the Contract Administrator.
- 1.1.29. <u>Proposal</u> means the offer of the Bidder to perform the Work, when completed and submitted on the prescribed Proposal Form, properly signed.
- 1.1.30. <u>Proposal Form</u> means the form required by the City, prepared and submitted by the Bidder to make a formal Bid for the performance of the Work.
- 1.1.31. <u>Proposal Guarantee</u> means the security furnished by the Bidder as a guaranty that the Bidder will enter into the Contract with the City to complete the Work if the Bidder is the successful Bidder and that the Bidder will secure the performance of the Contract.
- 1.1.32. <u>Public Construction Project</u> means any one of the numerous Projects commenced by the City and paid for out of public funds. It may include any number of parts or divisions, which the Work is divided for the purpose of awarding Public Construction Contracts. Any one (1) Public Construction Contract may, when provided for in the applicable Notice to Bidders, cover Work for more than one Public Construction Project.
- 1.1.33. <u>Public Road</u> means any road, highway, street, alley or way, which is open or has been dedicated to be used by the public, regardless of by whom, or by what agency or divisions of government, it is owned, controlled or maintained.
- 1.1.34. Special Provisions means the portion of the Contract setting forth terms and conditions or requirements peculiar to the Work or materials involved in the Proposal and not satisfactorily or completely covered by the Standard Contract Terms and Conditions or the Supplementary Plans and Specifications or may be utilized for setting out additional terms and conditions and/or covenants of the Contract.
- 1.1.35. <u>Statutory Bond</u> means the Surety Bond that secures the Work will be done in accordance with the Contract Documents, which includes the furnishing of all necessary tools, equipment, material and labor, in accordance with the Contract Documents.
- 1.1.36. <u>Subcontractor</u> means any person, partnership, joint venture or corporation undertaking to perform any part of the obligations of the Contractor, with the written consent of the Contract Administrator.
- 1.1.37. <u>Superintendent</u> means the executive representative of the Contractor, present on the Work at all times during its progress, authorized to receive and fulfill instructions from the Engineer, and capable of superintending the Work efficiently.
- 1.1.38. Supplemental Agreements means written agreements executed by the Contractor and by

the City covering alterations necessary to the Work, as hereinafter provided.

- 1.1.39. <u>Supplemental Plans and Specifications</u> means additions to and amendments of the General Specifications. Included in them will be construction and materials Specifications, and provisions regarding pay items, relating to the Work. Only those portions of the Supplemental Specifications, which are specifically mentioned in the Notice to Bidders or the Proposal, constitute a part of the Contract Documents.
- 1.1.40. <u>Surety</u> means the corporate body which, or the individual or individuals who, is bound with and for the Contractor under the Performance Bond for the performance of the Contract according to its terms, under the Statutory Bond as required by law, the Maintenance Bond for the performance of maintenance according to its terms. A Surety company authorized to do business in the State of Oklahoma, having a local representative, and satisfactory to the City, will be required as Surety on the required bonds.
- 1.1.41. <u>Surety Bonds</u> means the Performance Bond, Statutory Bond, the Maintenance Bond and the Bond required by the Oklahoma Tax Commission for non-resident contractors and non-resident subcontractors.
- 1.1.42. <u>MUTCD</u> means the Manual on Uniform Traffic Control Devices for Streets and Highways, most current edition.
- 1.1.43. <u>Unit Price</u> means the price per specified unit of measurement of Work and/or material.
- 1.1.44. Work means all work specified in the Specifications or indicated on the Plans for the contemplated construction and covered by the Contract.
- 1.2. Whenever the words "as ordered", "as permitted", "as directed", or words or phrases of like significance are used, it is understood by the parties that the order of directions, requirements, permissions or allowances of the Contract Administrator govern.
- 1.3. Similarly, the words, "approved," "reasonable," "suitable," "acceptable," "proper," "satisfactory" or words of like effect and significance, unless otherwise specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory as in the judgment of the Contract Administrator.

2.0 SCOPE

- 2.1. The Contract Terms and Conditions, which follow, are general in scope and may refer to conditions that will not be encountered in the performance of the Work included in this Public Construction Contract and are therefore not applicable hereto. Any Terms and Conditions, requirements, provisions or other stipulations of the Contract Documents, which pertain to a nonexistent condition and are not applicable to the Work performed hereunder, shall have no meaning to the Contract. All Terms and Conditions, requirements, provisions or other stipulations that are encountered in the performance of the Work or are significant to the Terms and Conditions of the Contract shall fully apply and be strictly adhered to.
- 2.2. The Plans and Specifications are intended to supplement, but not necessarily duplicate each other and together constitute one (1) complete set of Plans and Specifications, so that any Work exhibited in the one and not in the other shall be executed just as if it had been set forth in both, so that the Work shall be completed according to the complete design or designs as decided and determined by the Engineer.
- 2.3. Should anything be omitted from the Plans and Specifications that was not previously identified prior to the Contract being awarded to the Contractor and which is necessary for a clear understanding of the Work or it appears that various instructions are conflicting, then the Contractor shall request written instructions from the Engineer to clarify such omissions or discrepancies.

- 2.4. The Plans and Specifications and all Supplemental Documents are an essential part of the Contract and a requirement appearing in one is as binding as if it appeared in all. All Contract Documents are intended to be complementary to complete the Work.
 - 2.4.1. In case of a discrepancy in the dimensions, the governing ranking will be: 1) Plans and Specifications Dimensions; 2) Calculated Dimensions; 3) Standard Specifications; 4) Standard Plan Sheets; 5) Scaled Dimensions.
 - 2.4.2. In case of a discrepancy in the information, the governing ranking will be: 1) Plans and Specifications; 2) Supplemental Specifications; and 3) Standard Plan Sheets.
 - 2.4.3. The Addenda attached to the Contract shall govern over all Contract Documents except Amendments or modifications to the Contract authorized by the City and executed by the parties.

3.0 CONTRACT ADMINISTRATOR'S POWER AND DUTIES

- 3.1. The Contract Administrator shall give all orders and directions contemplated under the Contract Documents relative to the execution of the Work. The Contract Administrator shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials, which are to be paid for under this Contract and shall decide all questions relative to said Work and the construction thereof. The Contract Administrator's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any questions shall arise between the parties hereto relative to the Contract Documents, the Contract Administrator's determination or decision shall be a condition precedent to the right of the Contractor to receive any money under this Contract for anything affected in any manner or extent by such questions.
- 3.2. The Contract Administrator or Project Engineer shall decide the meaning and intent of any portion of the Plans and Specifications or Drawings, where the same may be found obscure or be in dispute; and the Contract Administrator or Project Engineer shall have the right to correct any errors or omissions therein when such corrections are necessary to properly perform the intent of Plans and Specifications or Drawings. Any such corrections shall be implemented immediately from the time that the Contract Administrator gives notice, in writing thereof, to the Contractor.
- 3.3. Any differences or conflicts, which may arise between the Contractor and other contractors with the City in regard to the Work to be performed under this Contract shall be determined and resolved by the Contract Administrator.
- 3.4. Nothing in this Section 3 shall be construed as authorizing any changes to the Contract that increase the Contract cost to the City, decrease the aggregate value of the materials furnished to the City or increase the time of completion. Such changes to the Contract can only be made in writing and shall be executed by the parties in the manner set out herein.
- 3.5. Nothing in this Section shall be construed to forbid conferences between the Contractor and the City in the case of actual disputes with the Contract Administrator; provided that the Contract Administrator and the Contractor must negotiate in good faith in an attempt to resolve any disputes prior to and as a condition for such issues being raised and discussed with the City. The City reserves the right to require the Contract Administrator and the Contractor to agree upon any proposed changes or to get a full and complete report from both the Contractor and the Contract Administrator and reserves the right to conduct an independent investigation prior to responding to any dispute that cannot be resolved between the Contract Administrator and the Contractor.
- 3.6. The Contract Administrator or Project Engineer shall decide all questions, which may arise as to the quality or acceptability of materials furnished and Work performed, as to the manner of performance and rate of progress of the Work, whether or not such questions involve the interpretation of the Plans and Specifications. The Contract Administrator's or Project Engineer's decision on such questions shall be final

and the Contract Administrator or Project Engineer shall have executive authority to enforce and make effective such decisions and orders.

4.0 TIME FOR COMPLETION

- 4.1. The Work shall be commenced within ten (10) days from and after the date of written order from the City. The Contractor agrees that the Work shall be prosecuted regularly, diligently, and uninterruptedly at a uniform rate of progress to ensure completion within the number of days stated in the Proposal. It is understood and agreed that the said time for the completion of the Work described herein is a reasonable time for the completion of the same.
- 4.2. If required by the Contract, the Contractor shall furnish the Contract Administrator with a proposed progress schedule, in a format approved by the Contract Administrator, setting forth in detail the procedure the Contractor proposes to follow, giving the dates that the Contractor expects to start and complete separate portions of the Work. If the Contract Administrator deems it desirable, the Contract Administrator may require the Contractor to furnish revised progress schedules not less often than quarterly. Such revised progress schedules shall show the start dates and the completion dates (or proposed completion dates) of all or any portion of the Work that such a revised schedule is required.
- 4.3. Time is of the essence for completion of this Contract. If the Contractor fails to complete the Work within the time specified, then the Contractor agrees to pay the City, not as penalty, but as liquidated damages for such breach of Contract, the amount set forth in the Contract Documents for each day of failure to complete the Work after the specified time set forth in the Bid Proposal. In the event the Contractor does not maintain the Work schedule approved by the Contract Administrator, a sum equal to the liquidated damages for the number of days Contractor is behind schedule may be retained by the City out of the amounts due the Contractor from time to time, to guarantee the City against losses by reason of the failure of the Contractor to complete the Work or any part thereof in the time provided herein. The amount of damages finally determined to be due may be withheld from any sums finally determined to be due Contractor hereunder, or otherwise.
- 4.4. If the Plans and Specifications set a definite and certain time for the performance of any act and the Contract allows additional time for the completion of any Work, the additional time for completion shall govern in this Contract.
- 4.5. Should the Contractor be delayed in the final completion of the Work by any act or neglect of the City or Contract Administrator or by any employees of either or by strikes, injunctions, fire or other force majeure and in the opinion of the Contract Administrator such delay could not have been anticipated or avoided, then an extension of time sufficient to compensate for such delay shall be granted by the City, provided, however, that the Contractor shall give the City and the Contract Administrator notice in writing of the cause of delay within ten (10) days of the occurrence of the event that caused the delay.
 - 4.5.1. Force Majeure means an "Act of God" such as an earthquake, flood, cloudburst, cyclone, or other cataclysmic phenomenon of nature beyond the power of the Contractor to foresee or to make preparation in defense against. A rain, windstorm, or other natural phenomenon of normal intensity, based on U.S. Weather Bureau reports, for the particular locality and for the particular season of the year in which the Work is being done, shall not be construed as an Act of God and no extension of time will be granted for the delays resulting there from. No extension of time will be granted for any delay or suspension of the Work due to the fault of the Contractor. No extension of time on account of a delay due to unforeseen causes will be granted if a written request is not filed with the Contract Administrator within ten (10) days of the date of the occurrence of the Act of God.
- 4.6. The City shall not be liable or responsible to the Contractor, Surety or any other person for or on account of any Work stoppages or delays arising out of an injunction or any other kind of legal or equitable proceeding or from, by or on account of any other cause whatsoever.

- 4.7. If the Contract be amended in any material respect and the City determines that such amendment will cause delay in the completion of the Work, the City shall postpone the completion time by the number of days it determines to be equitable.
- 4.8. If the Contract Administrator suspends the Work in whole or in part the Contract Administrator shall postpone the time for completion of the Work by the number of days, if any, that the Contract Administrator determines to be equitable.
 - 4.8.1. The Contract Administrator may instruct the Contractor to delay the start of the Work or suspend the operations in whole or in part for the length of time the Contract Administrator may deem necessary because of conditions that the Contract Administrator considers unfavorable for commencement of the Work. In such an event, the Contractor shall start or resume the Work when notified to proceed by the City Contract Administrator.
- 4.9. If the Contractor fails to perform or complete any of the Work to the reasonable satisfaction of the City within any of the times allowed by the Contract or if the Contractor fails to discharge any of the Contract obligations, the City may, upon written notice to the Contractor, terminate the Contract. Failure of the City to exercise its rights to terminate shall not be deemed a waiver of said right or any other rights or privileges hereunder or by law with respect to any continuing or subsequent breaches of this Contract.
 - 4.9.1. If the City terminates the Contract as provided herein, no payments of any type, other than payment due and payable at the time of termination shall thereafter be made to the Contractor. The default in completing the Work within the time allowed by the Contract will result in the payment of liquidated damages. The City shall recover liquidated damages by deducting the amount thereof out of any monies due or that may become due the Contractor and if said monies are insufficient to cover said damages, then the Contractor or the Surety shall pay the amount due.

5.0 LIQUIDATED DAMAGES

5.1. Liquidated damages for this Contract are the sum of **One Thousand** dollars and no cents (\$ **1,000.00**) per day for each day the Contractor exceeds the Contract time for completion. This amount is fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages sustained by the City in such event.

6.0 CONTRACTOR'S DUTIES AND RESPONSIBILITIES REGARDING THE WORK

6.1. The Plans and Specifications that indicate general outlines and details necessary for a comprehensive understanding of the Work are part of the Contract and are on file in the Contract Administrator's office. The Contractor will receive one (1) hard copy and a digital file copy of these Plans and Specifications, free of charge. The Contractor shall keep one copy of each at the site of the Work. The Work shall be constructed in all respects in compliance with requirements of the Plans and Specifications. The approved Plans and Specifications will be supplemented by working and Supplemental Drawings as necessary to adequately define the requirements and information given on the approved Plans and Specifications. No changes shall be made

on any Plan and Specification or Drawing after the same has been prepared or approved by the Engineer, except on the direction of the Engineer.

- 6.1.1. The Contractor shall furnish, on sheets of the size required by the Engineer, such working Drawings not furnished by the City as may be required by the Engineer for any part of the finished construction. Upon completion of the Work, the Contractor shall deliver to the City a complete set of said Drawings on a good-quality bond paper. Shop Drawings may be submitted in pencil on a good grade of tracing paper.
 - 6.1.1.a. The compensation of the Contractor for furnishing all working Drawings shall be included in the prices Bid for the various scheduled items.

- 6.1.2. Working Drawings for any structure shall consist of such detailed Supplemental Plans and Specifications as may be needed for the prosecution of the Work and which are not included in the Plans and Specifications furnished by the City. They shall include shop details, erection plans, masonry-layout diagrams and bending diagrams for reinforcing steel and must be approved by the Engineer before any Work involving these Supplemental Plans and Specifications shall be performed. Plans for cribs, cofferdams, falsework, centering and formwork may be required by the Engineer, and in such cases shall be likewise subject to approval, unless approval be waived by the Engineer.
- 6.1.3. It is expressly understood and agreed that approval by the Engineer of the Contractor's working Drawings does not relieve the Contractor of any responsibility for accuracy of dimensions and details. The Contractor shall be responsible for obtaining the approval by the Engineer of his working Drawings and for their conformity with the Plans and Specifications.
- 6.2. If any Work consists of repairs, extensions, or alterations of existing structures, the Contractor shall make measurements of prior construction as may be required to accurately join the old construction with the new Work. Any measurements, which may appear in the Plans and Specifications that indicate the extent and nature of such repairs, extensions, and alterations, shall not relieve the Contractor of this responsibility.
- 6.3. Finished surfaces in all cases shall conform to lines, grades, cross sections and dimensions shown on the Plans and Specifications. Any deviations from the Plans and Specifications and approved working Drawings may be required by the exigencies of construction and will in all cases be determined by the Engineer and authorized in writing.
- 6.4. The Contractor shall give the Work the constant attention that is necessary to facilitate the progress thereof and shall cooperate in every way possible with the Contract Administrator, Engineer, other Contractors, public agencies, railroads, public utilities and all other agencies and persons involved in the Work. The Contractor shall at all times have a competent Superintendent, capable of reading and thoroughly understanding the Plans and Specifications, who shall act as the Contractor's agent for the Work and who shall receive instructions from the Contract Administrator or Engineer.
 - 6.4.1. Such Superintendent shall have full authority to execute and shall execute the orders and directions of the Contract Administrator without delay and shall promptly supply such materials, tools, equipment, and labor as may be required. Such Superintendent shall be furnished irrespective of the amount of Work sublet.
- 6.5. The Engineer will furnish survey data and benchmarks for the Work. The Contractor shall stake lines, grades, structures and temporary benchmarks and shall lay out from the Work to be performed under this Contract. The Contractor shall be responsible for the finished Work conforming to the lines, grades and benchmarks given by the Engineer. The Contractor shall establish offset base lines, reference points, slope stakes, supplementary benchmarks and any other horizontal and vertical control not established by the Engineer. The cost to the Contractor of laying out the Work as above described shall be included in the amounts Bid for the various scheduled items. The Contractor shall notify the Engineer in writing not less than five (5) days in advance, when benchmarks and section lines are required. Each request for stakes and other engineering services described herein shall, except in emergency, cover sufficient Work for not less than one (1) full day of the workforce needed for the Work. The Contractor shall exercise care in the preservation of stakes and benchmarks set for the Work. If any such stakes or benchmarks be damaged, lost, displaced or removed by the Contractor, the Contractor shall have them reset at the Contractor's expense.
- 6.6. The Contractor shall furnish the Engineer, laboratory representative and Inspectors with every reasonable facility for ascertaining whether or not the Work performed and materials used are in accordance with the requirements of the Contract. If the Engineer requests, the Contractor shall at any time before final acceptance of the Work remove or uncover such portion of finished Work as may be specified. After examination by the Engineer, the Contractor shall restore said portions of the Work to the standard required

by the Plans and Specifications. Should any portion of the Work thus exposed and examined prove acceptable, the uncovering or removing and the replacing of the covering or making good of the portion removed, will be paid for as Extra Work but should any portion so exposed and examined prove unacceptable, the uncovering or removing and the replacing of the covering or making good of the portion removed, shall be at the Contractor's expense. No Work shall be done nor materials used without suitable supervision by the Contractor or without inspection. Failure of the City to reject any defective Work or materials shall not in any way prevent later rejection when such defects are discovered.

- 6.6.1. When any railroad corporation is directly affected by the Work, the Work shall be subject to the inspection of its representatives. Such inspection shall not make the railroad corporation a party to this Contract and will in no way interfere with the rights of either party hereunder.
- 6.7. Holes resulting from the removal of test cores shall be refilled by the Contractor with materials similar to that of the cores and be compacted and finished to conform to the surrounding construction. The cost of such Work shall be included in the amount of the Bid for the various scheduled items.
- 6.8. The Contractor, at his own expense, shall remedy, remove and/or replace all rejected Work in a manner acceptable to the Contract Administrator. Any Work done beyond the lines and grades shown on the Plans and Specifications or as given by the Engineer, except as herein provided, or any Extra Work done without authority, will be considered as unauthorized and at the expense of the Contractor, and will not be measured or paid for. Should the Contractor fail to remedy, remove and/or replace the rejected Work, the Contract Administrator shall have authority to cause any rejected Work to be remedied, removed or replaced and any unauthorized work to be removed and the costs thereof shall be deducted from any monies due or to become due to the Contractor.
- 6.9. The Contractor shall be responsible for all damages caused by his equipment or operations. No loads shall be placed or permitted on a pavement or base before the expiration of the curing period.
- 6.10. With respect to all Work performed under this Contract, the Contractor shall:
 - 6.10.1. Comply with the safety standards provisions or applicable laws, building and construction codes and the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), as amended and the requirements of Title 20 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75 Saturday, April 17, 1971, as amended.
 - 6.10.2. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
 - 6.10.3. Maintain at the Contractor's office or at an obvious location at the job site, all items necessary for giving first aid to anyone injured on the job site. In no case shall the Work commence until the Contractor has made standing arrangements for removal of injured persons to a hospital or a doctor's care.
 - 6.10.4. During the performance of the Contract, if any operation, practice or condition is deemed unsafe by the Contract Administrator, the Contractor, when advised by the Contract Administrator, shall take any necessary corrective actions as shall be appropriate in the circumstances or as shall be directed by the Contract Administrator.
 - 6.10.5. Nothing in the foregoing paragraphs shall be construed as relieving the Contractor from full responsibility for the safe prosecution of the Work at all times.
- 6.11. The Contractor shall provide all necessary pumps, drains, ditches and other means for removing water from the site of the Work and shall satisfactorily remove the water. Contractor shall provide additional pumps or drains at any place where the Contract Administrator deems them necessary.

- 6.12. If performing the Work in any way involves cutting, obstructing, or otherwise making impassable, with safety, the traveled surfaces of any existing Public Road, the Contractor shall construct or otherwise provide and maintain in safe and passable condition, such detours, by-passes and temporary approaches, without undue delay to the traffic that passes over such Public Road. In all such cases, while performing the Work that in any way impedes traffic or endanger persons or property moving over Public Roads, the Contractor shall provide flagmen and warning signs and all other traffic and safety controls, as may be necessary for adequate protection of the traveling public against all hazards created or involved in performing the Work. The maintenance of a temporary way in a safe and passable condition shall include prompt snow removal and de-icing. When the Work affecting any Public Road prevents normal ingress to and egress from any lands abutting such Public Road, the Contractor shall construct or otherwise provide and maintain in safe and passable condition, temporary means of ingress to and egress from such lands; these shall be so maintained until the original means of ingress and egress are restored by the Contractor or until any permanent alternative means of ingress and egress required by the Plans and Specifications shall have been constructed and open to travel.
 - 6.12.1. Unless and to the extent otherwise specifically provided in the Proposal, the cost of maintenance of local traffic shall be included in the amounts Bid for various scheduled items.
- 6.13. The Contractor shall provide for the removal of all dirt and materials that are spilled on existing pavements over which the dirt or materials are hauled or washed or otherwise deposited from the trucks utilized in performing the Work and whenever in the opinion of the Contract Administrator or the City of the existing pavement, the accumulation is sufficient to cause the formation of mud, interfere with drainage or create a traffic hazard.
- 6.14. All fences, buildings, non-used structures, and obstructions of any character to the construction of the Work, which are within the limits of the right-of-way, shall be removed or otherwise disposed of by the Contractor.
- 6.15. The Contractor, subject to the approval of the Contract Administrator, may use in the performance of the Work, such stone, gravel, sand, and other materials as may be found in any excavation, which the Contractor is required to make, and will be paid for the excavation of such materials, at the Contract prices therefor. However, the Contractor shall replace such materials, at their own expense, with other suitable material all of that portion of the material so removed and used as was provided in the Plans and Specifications to be used in embankments, backfills, approaches or otherwise. No charge for materials so used will be made against the Contractor except the replacement herein provided for. The Contractor shall not excavate nor remove any material from within the right-of-way, which is not a required excavation as indicated by the slope and grade line, without written authorization from the Contract Administrator.
- 6.16. Immediately upon completion of any portion of the Work, the Contractor shall restore all fills, topsoil and utilities to their location and condition prior to construction.
- 6.17. The City reserves the right to do work by other contractors or by City forces and to permit public utility companies and others to do work during the progress and within the limits of or adjacent to the Work. The Contractor shall conduct his Work and cooperate with such other parties so as to cause as little interference as possible with such other work and as the Contract Administrator may direct. The Contractor shall make no claims against the City for additional payment due to delays or other conditions created by the operations of such other parties. If there is a difference of opinion as to the respective rights of the Contractor and others doing work within the limits of or adjacent to the Work, the Contract Administrator will decide as to such rights in order to secure the completion of the Work. The Contract Administrator's decision shall be final and binding on the Contractor.
- 6.18. Upon commencing the Work, the Contractor shall have suitable photographs, or digital imaging satisfactory to the Contract Administrator, taken on or about the first of each month showing the general condition of the Work. Copies of each view shall be supplied to the Contract Administrator, without charge,

as soon as practicable after the first of each month. The City shall retain the negatives or discs. The cost of furnishing the photographs shall be included in the amounts Bid for the various scheduled items

- 6.19. Upon the presentation an authorized permit, which provides that all necessary repair work will be paid for by the party to whom such permit is issued, the Contract Administrator may authorize the Contractor to allow the party bearing such permit to make openings in the Work or in public roads crossing the Work.
- 6.20. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of the Contractor's employees and City representatives to comply with the requirements and regulations of the Oklahoma Department of Health, Oklahoma Department of Environmental Quality, and other authorities having jurisdiction and shall commit no public nuisance. Portable facilities shall be provided at the Work sites.
- 6.21. No public road shall be closed to the public until the Contract Administrator has authorized such action in writing.
 - 6.21.1. The Contractor shall notify the Contract Administrator in writing at least ten (10) days in advance of the date proposed to close any portion of a public road.
 - 6.21.2. Unless otherwise indicated on the Plans and Specifications or in other Contract Documents, the width of the traveled roadway on the approaches to any bridge supporting a Public Road shall be not less than the width of the roadway of the bridge itself.
 - 6.21.3. Materials stored upon the Right-of-Way or elsewhere shall be placed in a manner that causes no obstruction to the traveling public.
 - 6.21.4. The Contractor shall furnish, erect, maintain and upon reopening the pubic road shall remove all barricades, Temporary Route, Road Closed, Load Limit, Warning and other required sign used for temporary routes or road closures. These signs, when utilized, including the signs utilized to close Public Roads at each point where traffic leaves it, shall be lighted and maintained by the Contractor.
 - 6.21.5. When any Public Road is closed, the Contractor shall provide, erect and maintain barricades, approved by the Contract Administrator. The Contractor shall also provide, erect and maintain suitable and sufficient lights and danger signals (1) at the limits of each closed portion, (2) where other Public Roads intersect the Work and (3) at such other points as are shown on the Plans and Specifications, in accordance with the MUTCD.
 - 6.21.6. When any Public Road is under construction, serving as a detour or is being used by the traveling public, the Contractor shall maintain, by the use of labor, equipment and materials, that portion of the Public Road being so used that it shall be kept smooth and free from holes, ruts, ridges, bumps, and dust, and it shall be sloped and provided with the necessary outlets to drain freely, including during periods of suspension of the Work. The Contractor shall maintain all structures on such portions of such Public Roads in a condition for safe and convenient use. The Contractor shall also furnish and maintain such guardrails, temporary guide markers as described in the MUTCD, lights, signs, other traffic-control devices, and flaggers as may be necessary to maintain safe traffic conditions. The Contractor may furnish, erect and maintain such additional signs and safety devices as they deem essential and as approved by the Contract Administrator.
 - 6.21.7. The installation and operation of all traffic-control and safety devices shall conform to the requirements of the latest and current edition or revision of the MUTCD.
 - 6.21.8. All flaggers furnished for the protection of the public and direction of traffic shall wear

high-visibility safety apparel conforming to the MUTCD at all times during the performance of their duties. Flaggers shall be properly trained and shall perform their duties in a courteous manner to ensure the safety and convenience of the traveling public within the limits of the traffic controlled area. The Contractor shall immediately correct any deficiency in number, equipment or procedure of flaggers which is brought to their attention by the Contract Administrator or otherwise.

- 6.21.9. Each flagger shall be supplied with the necessary equipment.
- 6.21.10. Between the hours of sunset and sunrise, each flagger shall be equipped with retroreflectorized or lighted equipment conforming to the MUTCD. Except in emergency situations, flagger stations shall be illuminated at night.
- 6.21.11. At locations where workers and equipment are adjacent to the part of the highway used by the traveling public, construction and maintenance signage shall be installed in accordance to the MUTCD.
- 6.21.12. Whenever it is necessary to divert the flow of traffic from its normal lanes of travel into another lane of travel, the lane of travel for such diverted traffic shall be clearly delineated by temporary guide markers or barricades. On tangents, the temporary guide markers shall be spaced no farther apart than two hundred (200) feet; and on curves, as directed by the Contract Administrator. Between the hours of sunset and sunrise each temporary guide marker, unless suitably reflectorized, shall be illuminated by a warning lights placed on top of it, and each barricade shall be illuminated by sufficient warning lights and marked by reflectorized devices to make the temporary guide marker clearly visible. All markers, warning lights and reflectorized devices shall be furnished and maintained by the Contractor.
- 6.21.13. The Contractor may, in lieu of flaggers supplementing them, install and operate a manually controlled signal approved by the Contract Administrator. Where the vertical distance between the top edge of the pavement and the adjoining berm is four inches (4") or more, the Contractor shall, at the direction of the Contract Administrator, either correct the condition by placing suitable material against the edge of the pavement or may erect and maintain temporary guide markers as hereinbefore described.
- 6.21.14. Whenever one-way traffic is put into effect for a distance of not to exceed two hundred (200) feet, at least one (1) flagger shall be used during daylight hours and at least two (2) flaggers shall be used between sunset and sunrise. Whenever the length of one-way traffic exceeds two hundred (200) feet, a minimum of two (2) flaggers or traffic signals shall be used during the daylight hours. Whenever either end of a portion of a Public Road restricted to one-way traffic is not visible for an approach distance of at least five hundred (500) feet a sign or traffic signal approved by the Contract Administrator shall be placed approximately five hundred (500) feet from the end of the restricted area. The sign or traffic signal shall be properly lighted between the hours of sunset and sunrise. The Contractor shall furnish and maintain positive and quick means of communication between the flaggers or traffic signals at opposite ends of the restricted area. The Contractor shall keep the flaggers supplied with sufficient signaling equipment.
- 6.21.15. Equipment and materials stored on any Public Road shall at all times be marked. From the hour of sunset to sunrise, any such material or equipment stored between the side ditches or between the lines five (5) feet behind any raised curbs shall be clearly outlined with warning lights or other equally dependable devices in conformance with the MUTCD and approved by the Contract Administrator. In addition, when the restricted portion of a Public Road includes sidewalks, the Contractor shall provide any other light, barricades, etc., that may be needed for the protection of pedestrian traffic. No earth or other material shall be dumped or stockpiled on any new or existing pavement. Such material shall be kept clear of pavement areas at all times.
- 6.21.16. All barricades, signs, and obstructions shall be illuminated at night and all lights for this

purpose shall be kept burning from sunset to sunrise. Between the hours of sunset and sunrise the Contractor shall provide and maintain two (2) red lights (one above the other) at each barricade and such other points as are necessary to protect the traveling public. When or where there occurs any direct or indirect damage or injury to public or private property, by or on account of an act, omission, neglect or misconduct or in consequence of executing the Work, such property shall be restored by the Contractor at the Contractor's expense to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring the same or the Contractor shall make good in a manner acceptable to the Contract Administrator and to the owner or owners of such property.

- 6.21.17. Opening of a Portion of the Work to Traffic and Acceptance of Structures. When a portion of Work is complete, that portion may be accepted and put in service when the City believes that such service will benefit the public or the City.
- 6.22. The Contractor shall cooperate with the Contract Administrator in protecting and preserving all cornerstones and monuments that are within the Right-of-Way of the Work or of any Public Road. The Contractor shall not start grading or other operations until the Contractor has referenced all known cornerstones, monuments, and land markers in the Work area. Monuments, cornerstones, and land markers unexpectedly encountered shall be protected, referenced and preserved.
 - 6.22.1. When cornerstones, monuments and land markers are encountered in the performance of the Work and monument covers are not listed in the Contract Documents, the Contractor will furnish them. The Contractor will supervise the precise location and installation of the monument covers and will furnish all the labor, tools and other materials incidental to such installations.
 - 6.22.2. The cost to the City for repair, re-determination of location and replacement of any cornerstone, monument or land marker within the Right-of-Way which is damaged, destroyed or made inaccessible during the progress of the Work by the Contractor in violation of these provisions is a charge deductible from any monies payable to him on account of the Work.
- 6.23. When the use of explosives is necessary for the prosecution of the Work, the Contractor shall use the highest degree of care so as not to endanger the life or property.
 - 6.23.1. The Contractor agrees and warrants that the Contractor will observe Federal, State and local laws and ordinances and regulations relative to the use and storing of such explosives as may be used or kept on the job and all such storage places shall be marked clearly "DANGEROUS-EXPLOSIVES".
 - 6.23.2. The attention of the Contractor is directed to the provisions of all City ordinances relative to the use, storage and transportation of explosives. A blasting permit must be obtained from the City Engineer's office prior to any blasting.
- 6.24. The Contractor shall adequately and suitably box, fence or otherwise protect all trees, other woody plants and vegetation that are to remain in place; and shall repair injuries to bark, trunk, limbs and roots of remaining plants by properly dressing, cutting and painting. The Contractor shall provide for safekeeping of cattle, horses, and other animals by fencing the Work site. Gates shall be locked when not in use. The Contractor shall be responsible for the loss of animals as a result of the Work.
- 6.25. Before doing any Work over, under or near railroad tracks, telephone, power, sewer or pipelines the Contractor shall make, at his own expense, arrangements for properly securing and protecting the utilities until the Work is completed.
- 6.26. All work on navigable waters shall be conducted so the free navigation of the waterways will not be interfered with, and the existing navigable depths will not be impaired.

- 6.26.1. In cases where Work is to be done in the bed of a navigable stream the Contractor shall advise the local U.S. Corps of Engineers of the intention to do such Work and the Contractor shall conform to such practices and regulations as the Corps of Engineers may deem necessary to protect water-borne traffic.
- 6.27. Within 24 hours after the occurrence of any accident or other event, which results in or might result in, injury to person(s) or property, arising out of or involves any omission or act of the Contractor or any Subcontractor or any employee or agent of either in any manner from the performance of the Contract, the Contractor shall send written report of such accident or other event to the Contract Administrator and the City's Attorney, setting forth a full and precise statement of facts pertaining thereto. The Contractor shall also immediately send to the City's Attorney a copy of any summons, subpoena, notice, or other document served upon or received by the Contractor or any Subcontractor or any agent, employee or representative of either, in connection with any matter before any court, arising out of the Contractor's Work or the performance of the Contract.
- 6.28. The Contractor shall cooperate with the owners and operators of all underground and overhead utility lines in the removal or rearrangement operations in order that their services may proceed in a reasonable manner, that duplication of rearrangement work may be reduced to a minimum and that services rendered by such owners and operators will not be unnecessarily interrupted.
 - 6.28.1. In the event of intended or accidental interruption to utility services as a result of the Work, the Contractor shall promptly notify the proper authority. The Contractor shall cooperate with the said utility in the restoration of service as promptly as possible. In no case shall interruption to water service be allowed outside of working hours. Fire hydrants shall be accessible to the Fire Department at all times and no materials shall be kept or stockpiled within fifteen (15) feet of any fire hydrant.
 - 6.28.2. The Contractor shall notify in writing the utility company and the municipal authorities that may be affected by any Work involving public utility facilities before commencing Work. Copies of all such notices shall be promptly filed with the Contract Administrator. The Contractor shall give notices for the removal or relocation of utilities in ample time. The Contractor shall locate all storm sewers, culverts, buried telephone or electrical conduits, cable television sanitary sewers, water mains, and gas mains that might interfere with the construction of the project.
 - 6.28.3. The revision and crossings of the various types of lines shall be made as follows:
 - 6.28.3.a. Storm sewers and culverts may be removed at the time of crossing or may be adequately braced and held in position while the pipe is placed beneath them. If the storm sewer or culvert is removed, it shall be replaced with pipe of the same type and size as that removed and it shall be re-joined to the undisturbed line with a joint satisfactory to the Contract Administrator. Backfill over the main up to and around the storm sewer shall be thoroughly compacted in order that no settlement will occur.
 - 6.28.3.b. All overhead and buried telephone and electrical conduits, cable television and gas mains to be revised or crossed by the construction of this Project shall be protected in accordance with the directions of the utility company owning the conduits and/or mains. The Contractor shall notify the companies and obtain their permission before making any crossings or revisions. Any overhead cables, buried cables, conduits or gas mains damaged by the Contractor shall be repaired at the Contractor's expense to the satisfaction of the Contract Administrator.
 - 6.28.3.c. The Contractor shall not remove any water or sanitary sewer lines except as directed by the Contract Administrator or as required by the Plans and Specifications and shall adequately brace and protect the lines from any damage during construction. The Contractor will repair any existing water main or sewer main or lateral line damaged by

the Contractor's operations. The repairs shall be inspected by the Inspector. The Contractor shall notify the City immediately after damaging any pipe. The repairs will be made at the Contractor's expense.

- 6.28.3.d. The location of utility service lines serving individual properties are not shown on the Plans and Specifications and it shall be the Contractor's responsibility to make any necessary changes in the line and/or grade of such services or to secure the necessary changes to be made by the particular utility company involved or the owner thereof or by an agent or independent contractor approved by such utility company or owner. Contractor shall pay the cost of all such revisions whether performed by the Contractor, the utility company or owner, or any contractor. In the event of interruption of a utility service as a result of accidental breakage, Contractor shall promptly notify the Contract Administrator and the owner of the utility and shall repair or cause the same to be repaired, in the same manner as necessary changes above provided. The Contractor shall do all things necessary to see that the restoration of service is accomplished as promptly as reasonably possible. All sanitary sewer service lines damaged shall be replaced as directed by the Contract Administrator regardless of type or kind of damage.
- 6.28.4. In the event the Contractor in any way fails to comply with the requirements of protecting, repairing and restoring of any utility or utility service, the Contract Administrator may, upon written notice, proceed to protect, repair, rebuild or otherwise restore such utility or utility service as may be deemed necessary and the cost thereof will be deducted from any money due or which may become due the Contractor pursuant to the terms of his Contract.
- 6.29. Necessary sanitary conveniences for the use of employees on the Work, properly secluded from public observation, shall be provided and maintained by the Contractor. The construction and location of the facility and disposal of the contents shall comply with all laws of the City and State, relating to health and sanitation regulations.

7.0 CONTRACTOR'S OBLIGATION AND RISK

- 7.1. The performance of the Contract and the Work is at the risk of the Contractor until the final acceptance and payment by the City. The Contractor shall take all responsibility of the Work and shall bear all losses that may arise out of the character of the Work, the nature of the land in or upon which the Work is done, whether or not it is due to the fact that the land is different from what is assumed or expected or on account of inclement weather, floods, fire, windstorm or other actions of the elements or any other cause or causes. The Contractor, at Contractor's expense, shall restore the same or remedy the damage.
- 7.2. Unless otherwise provided by the Plans and Specifications, all materials, supplies, machinery and equipment are warranted new, first-class, of the best of their kind and grade and all of the Work performed by Contractor shall be good, first-class and workmanlike. Contractor warrants that all machinery and equipment furnished will operate properly and perform the Work for which it was purchased. All warranties for the materials, supplies, machinery, equipment and Work herein shall survive acceptance and payment for the Work.
- 7.3. Unless otherwise expressly omitted, the Contractor shall perform all Work and furnish all supplies and materials, machinery, equipment, facilities and means, necessary or proper to perform and complete all the Work required by this Contract within the time herein specified and in accordance with the provisions of the Contract Documents. The Contractor shall observe, comply with, and be subject to all Terms and Conditions, requirements and limitations of the Contract and shall complete all of the Work contemplated by this Contract to the satisfaction of the Contract Administrator and the City.

8.0 CONTRACTOR TO CHECK DRAWINGS AND SCHEDULES

8.1. The Contractor shall check all dimensions, elevations and quantities shown on the Plans and

Specifications and estimates or schedules given to the Contractor by the Contract Administrator; and shall notify the Contract Administrator of any discrepancies. The Contract Administrator or Project Engineer will provide corrections, interpretations, and instructions necessary to perform the intent of the Contract and the Contractor shall carry out such instructions as if originally specified.

- 8.2. Figured dimensions govern. Indicated dimensions, when given on the Plans and Specifications, shall be accurately followed, even though they differ from the scale measurements. If dimensions are not indicated on the Plans and Specifications, then the Contractor shall not perform the Work until such time that the Contractor has received written instructions from the Engineer regarding the dimensions to be used.
- 8.3. Any Work done without being properly located and established by base lines, off-set stakes, benchmarks, or other basic reference points, which are located, established or checked by the Engineer, may be required to be removed and replaced at the Contractor's cost or expense.

9.0 DRAWINGS FURNISHED BY CONTRACTOR

- 9.1. The Contractor shall furnish all shop, fabrication, assembly, foundation and other Drawings required by the Plans and Specifications; Drawings of equipment and devices, offered by the Contractor for approval of the Contract Administrator, in sufficient detail to adequately show the construction and operation thereof; and Drawings depicting essential details of any changes in design or construction proposed by the Contractor in lieu of the design or arrangement required by the Contract or any item of Extra Work. The Contractor shall submit to the Contract Administrator the number of copies required by Contract Administrator of each such Drawing for the Contract Administrator's approval. After approval by the Contract Administrator, all such Drawings shall become a part of the Contract Documents and the work or equipment shown therein shall be in conformity therewith unless otherwise required by the Contract Administrator.
- 9.2. The Engineer's check and approval of Drawings, submitted by the Contractor, will apply to the general conformity of the Plans and Specifications and does not constitute a comprehensive approval of all of the dimensions, quantities and details of the material or equipment depicted therein; nor does such check and approval relieve the Contractor of the Contractor's responsibility for errors contained in such Drawings.

10.0 PATENT RIGHTS

10.1. All fees for any patented invention, article or arrangement that is based upon, or in any manner connected with, the construction, erection or maintenance of the Work or any part hereof embraced in this Contract and these Specifications, shall be included in the Proposal amounts in the Contract for said Work. The Contractor shall protect and hold harmless the City against any and/or all demands of such fees or claims.

11.0 MODIFICATION AND ALTERATIONS

- 11.1. The Contractor agrees that the City has the right to make such modifications, changes and alterations as the City may see fit in any part of the line, grade, form, arrangement, dimension, extent or in the materials to be used in or of the Work contracted to be done without affecting the validity of the Contract or the liability of the Sureties upon the performance of this Contract or the Bonds.
- 11.2. Where any modification, change or alteration increases the quantity of Work to be performed and is within the scope of a fair interpretation thereof, such increase shall be paid for according to the quantity of Work actually done, either at unit prices included in the Contract, or in the absence of such unit, as Extra Work. Modifications and alterations, which reduce the quantity of Work to be done, shall not constitute a claim for damages for loss of anticipated profits on the Work or materials involved in such reduction.
- 11.3. The Contract Administrator shall determine, on an equitable basis, the amount of credit due the City for Contract Work not performed as a result of modifications or alterations authorized hereunder where the

value of the omitted Work is not fixed by unit prices in the Contract. The Contract Administrator shall give an allowance to the Contractor for any actual loss incurred in connection with the purchase, delivery and subsequent disposal of materials and equipment required for use on the Work as actually built; and shall make any other adjustment of the Contract amount where the method to be used in making such adjustment is not clearly defined in the Contract Documents. In this respect, such determination shall be final and binding only when approved in writing by the City and/or the Contract Administrator.

11.4. All orders for modifications, changes or alterations in the Work as herein provided shall be in writing, either by the Contract Administrator or by the City Manager through the direction of the City Council. Provided, however, all orders for modifications, changes, or alterations in the Work, which increase the amount of money due the Contractor less than twenty-five thousand dollars (\$25,000.00) may be approved by the City Manager, increases in excess of twenty-five thousand dollars (\$25,000.00) must be approved in advance by the City Council and shall be in writing and executed by the parties in order to be binding.

12.0 SUSPENSION OF WORK ON NOTICE

12.1. The Contractor shall delay or suspend the progress of the Work or any part thereof, whenever the Contractor is required by written order of the City or Contract Administrator and for such periods of time as determined by the City. Any such order shall not modify or invalidate in any way the provisions of this Contract.

13.0 CITY'S RIGHT TO TERMINATE CONTRACT

- 13.1. In addition to any other right set out in the Contract Documents, the City has and retains the right to terminate the Contract, upon giving written notice to the Contractor for the following:
 - 13.1.1. If the Contractor abandons the Work by moving equipment off-site and does not man the job for a period of five (5) working days.
 - 13.1.2. If the Contractor assigns this Contract by a method otherwise than as herein provided.
 - 13.1.3. If the Contractor is adjudged bankrupt.
 - 13.1.4. If a general assignment of the Contractor's assets be made for the benefit of his creditors.
 - 13.1.5. If a receiver should be appointed for the Contractor or any of his property.
 - 13.1.6. If at any time the Engineer shall certify in writing to the City that the performance of the Work under this Contract is being unnecessarily delayed.
 - 13.1.7. If at any time the Engineer shall certify in writing to the City that the Contractor is willfully violating any of the conditions or covenants of this Contract.
 - 13.1.8. If at any time the Engineer shall certify in writing to the City that the Contractor is executing the Work in bad faith or otherwise not in accordance with the terms of this Contract.
 - 13.1.9. If the Work be not substantially completed within the time named for its completion, or within the time to which such completion date may be extended.
- 13.2. The City will serve written notice upon the Contractor and their Surety of the City's intention to terminate this Contract. The notice will state that the Contract shall cease and terminate unless within five (5) working days after the notice is served, a satisfactory arrangement is made for the continuance of the Contract.
- 13.3. In the event of termination, the Surety shall have the right to take over and complete the Work. The

Surety must commence performance of the Contract or make a satisfactory arrangement for the continuance of the Contract within twenty (20) working days from the date of notice of termination.

- 13.4. If the Surety does not perform the Contract or make satisfactory arrangements for the completion of the Work within twenty (20) working days from the date of the notice of termination, the City may take over the Work and prosecute it to completion. The City may complete the Contract with a new Contractor or with its own work force. The Contractor and the Contractor's Surety shall be liable to the City for any and all excess costs sustained by the City by reason of such prosecution and completion of the Work.
- 13.5. In the event of termination of the Contract, the City may take possession of and utilize in completing the Work all such materials, equipment and tools as may be on site of the Work. If the City chooses not to use the materials and equipment left on site, it will notify the Contractor and the Contractor will have ten (10) working days to remove said items from the Work site. After the ten (10) working day period the remaining materials and equipment will be considered abandoned by the Contractor and will be disposed of by the City, and the Contractor will have no claim against the City for said disposal of abandoned items.

14.0 CONTRACTORS' RIGHT OF PROTEST

14.1. If the Contractor considers any work demanded to be outside the requirements of the Contract or considers any record or ruling of the Contract Administrator to be unfair, the Contractor shall immediately request the Contract Administrator provide written instructions or decisions, whereupon the Contractor shall proceed, without delay, to perform the Work in conformance with the instructions or decisions. Within ten (10) days after the date of receipt of the written instructions or decisions, the Contractor shall file a written protest with the Contract Administrator, stating clearly and in detail the basis of the objections. Except for such protest and objections made of record in the manner herein specified and within the time stated, the instructions or decisions of the Contract Administrator shall be final and conclusive. Contractor may protest and claim against the instructions and decisions of the Contract Administrator between the Plans and Specifications, and the conditions on the ground, or any errors or omissions in the Plans and Specifications, estimates, or layout as given by stakes, points, or instructions, which may be discovered in the course of the Work. The Contractor may not take advantage of any errors or omissions in the Plans and Specifications, as full instructions contained in letters transmitting Plans and Specifications to the Contractor shall be considered as written instructions or decisions. In the event the Contractor suffers actual damages as a result of the written instruction or decisions under protest for which the Contractor seeks to hold the City liable, Contractor must submit a written itemized statement of costs within thirty (30) days of the discovery of the claimed loss and allow the City access to all Contractors' records to audit the claim. Failure of Contractor to timely file the statement or to allow the audit waives any recovery for damages.

15.0 EXTRA WORK

- 15.1. If the Contractor does any work or furnish any materials, which are not classified under any of the terms of this Contract and are necessary in order to complete the Work under this Contract and such Work is ordered, in writing, by the Contract Administrator, the Work or materials shall be considered Extra Work. All Extra Work and any costs related thereto shall be approved by the City Council and agreed to by commencing the Extra Work.
- 15.2. If a modification or amendment to this Contract increases the amount of Work and the Extra Work or any part thereof is of a type and character that can properly and fairly be classified under one, or more unit price items of the Proposal, then the Extra Work shall be paid according to the amount of Extra Work actually performed and at the applicable unit price. Otherwise, such Extra Work shall be paid for as hereinafter provided.
- 15.3. Claims for Extra Work will not be paid unless the City authorized the Extra Work in writing. The Contractor shall not have the right to prosecute or take action in court to recover for Extra Work unless the claim is based upon a written Change Order from the City. Payments for Extra Work will be based on an agreed lump sum or on agreed unit prices whenever the City and the Contractor agree upon such prices

before the Extra Work is commenced; otherwise, payment shall be a specified percentage allowance as set forth herein.

- 15.4. For the purpose of determining whether Extra Work proposed will be authorized or for determining the payment method for Extra Work, the Contractor shall submit to the Contract Administrator a detailed cost estimate for proposed Extra Work. The estimate shall show itemized quantities and charges for all elements of direct cost. Charges for the Contractor's extra profit, extra general superintendence, extra field office expenses, bonds and extra overheads shall not be paid except as a percentage addition to the total estimated net cost. Unless otherwise agreed to by the parties, such percentage additions shall be ten percent (10%) of the direct costs for the Extra Work performed by the Contractor's own work forces or ten percent (10%) of the direct costs for Extra Work performed by a Subcontractor.
- 15.5. The payment for Extra Work will be paid as full compensation for the Contractor's and Subcontractor's extra profit, extra general superintendence, extra field office expense, extra overheads and all other elements of extra cost not defined herein as actual field cost.
 - 15.5.1. The actual field cost shall include those extra costs for labor and materials expended in direct performance of the Extra Work and may include:
 - 15.5.1.a. The actual payroll cost of all workmen, such as laborers, mechanics, craftsmen, and foremen.
 - 15.5.1.b. The Contractor's or Subcontractor's net cost for materials and supplies.
 - 15.5.1.c. Contractor owned equipment, which the Contractor has on the job site and which is of a type and size suitable for use in performing the Extra Work shall be used. The hourly rental charges for equipment shall not exceed one-half of one percent (1/2 of 1%) over the latest applicable Associated Equipment Distributors published rental rates.
 - 15.5.1.d. The actual net rental charge for vehicles and construction equipment not owned by the Contractor or Subcontractor and are not available from the equipment of Contractor or Subcontractor.
 - 15.5.1.e. The transportation charges for rented equipment.
 - 15.5.1.f. The charges for extra power, fuel, lubricants, water, and special services.
 - 15.5.1.g. The charges for extra payroll taxes, bond premiums and insurance premiums.
 - 15.5.2. The form in which actual field cost records are kept, the construction methods and the type and quantity of equipment used shall be acceptable to the Contract Administrator and shall distinguish Extra Work and work under protest from all other work.
- 15.6. The Contractor shall file with the Contract Administrator, certified lists in duplicate, of any equipment and the schedule of pay rates for common and semi-skilled labor and operators of various classes, which are intended to be used in performing the Work covered by this Contract. These rates shall be subject to the approval of the Contract Administrator. This information will be used by the Contract Administrator for computation of Extra Work as mentioned above, however, if the Contractor fails to file these lists with the Contract Administrator prior to starting any Work covered by Contract, then the Contract Administrator's computation shall be based on the prevailing hourly rate of wages in the locality for each craft or type of workmen needed to execute the Contract as ascertained by the Oklahoma Labor Commissioner.

16.0 SUPERVISION AND INSPECTION

16.1. The City shall appoint or employ such Contract Administrator(s), Engineer(s) or Inspector(s) as the

City may deem proper, to examine and observe the materials furnished and the Work performed, and to see that the said materials are furnished, and that the Work is performed, in accordance with the Plans and Specifications therefore. The Contractor shall furnish all reasonable aid and assistance required by the Contract Administrator, Engineer, or Inspector, for the proper examination and observation of the Work and all parts thereof.

16.1.1. Such inspections are for the benefit of the City and shall not relieve the Contractor from any obligation to perform the Work strictly in accordance with the Contract Documents. Any work not constructed in accordance with the Contract Documents shall be removed and made good by the Contractor at his own expense, whenever so ordered by the Contract Administrator.

17.0 CONTROL OF MATERIALS

- 17.1. The Contract Administrator shall approve the source of supply of each of the materials incorporated into the Work before the delivery of the same is conducted. If requested by the Contract Administrator or the Laboratory representative, preliminary samples of the character and quantity prescribed shall be submitted by the Contractor or producer for examination and tested in accordance with the methods prescribed herein. Only materials proposed to be used may be inspected or tested at any time during their preparation and use. If, after testing it is found that the sources of the supplies, which have been approved, do not furnish a uniform product or if the product from any other source does not meet the Plans and Specifications at any time, the Contractor shall furnish approved materials from other approved sources. No material that has become unfit for use shall be used in the Work even if it was previously approved.
 - 17.1.1. In order to ensure the use of suitable material, the Contract Administrator may require any or all materials to be subject to tests by means of samples or otherwise as determined by the Contract Administrator. The Contractor shall provide such facilities as the Contract Administrator may require for collecting and forwarding samples and shall not make use of or incorporate in the Work any material represented by the samples until the tests have been made and the materials found acceptable and in accordance with the requirements of the Specifications. The Contractor, in all cases shall furnish the required samples without charge.
 - 17.1.2. Within 24 hours after receiving a shipment of material, the Contractor shall advise the Contract Administrator, in writing, of the kind, size, quantity and location thereof.
 - 17.1.3. Where a standard American Society for Testing Materials, American Concrete Institute, American Association of State Transportation Officials or other agency designation is specified for a material, that designation shall be the current revision, either tentative or adopted. If a referenced specification is in disagreement with the Plans and Specifications, the City's Plans and Specifications shall govern.
 - 17.1.3.a. Methods not covered in these publications shall be as approved by the Contract Administrator. In the case of agricultural seeds, samples and test methods shall be as prescribed by the United States Department of Agriculture Current Regulation Announcements.
 - 17.1.4. All materials shall be tested by a Laboratory of good reputation, previously approved by the City. No material shall be accepted for construction unless it bears the approval of the Laboratory. Reports of tests shall be forwarded to the City. Before final acceptance of the project, all parts shall be tested and shall be found in good and proper condition or shall be placed in such condition.
 - 17.1.5. For the verification of weights or proportions and character of materials and determinations of temperatures used in the preparation of the materials and mixtures, the Contract Administrator, Inspector and Laboratory representative shall have access at all times to all parts of all concrete plants and other plants furnishing materials for use in the Work.

- 17.1.6. The Contractor shall facilitate and assist in the verifications of the accuracy of all scales, measures and other devices, which the Contractor operates.
- 17.1.7. All sieves shall conform to the requirements of the standard specifications for sieves for Testing Purposes, ASTM Designation E11.
- 17.1.8. The Contractor guarantees that all materials used and all Work done under this Contract, will fully comply with the requirements of the Plans and Specifications.
- 17.2. Materials shall be stored in order to ensure the protection of their quality and fitness for the Work and shall be located in order to facilitate prompt inspection. All existing materials, which are listed for removal and storage during the progress of the Work shall be carefully removed and stored in the Right-of-Way, at locations determined by the Contract Administrator or at specific locations provided in the Plans and Specifications. That portion of the Right-of-Way not required for Work and travel, unless elsewhere prohibited, may be used for storage purposes and for the placing of the Contractor's plants and equipment, and any additional space required for equipment or new materials shall be provided by the Contractor at the Contractor's expense. Adequate cement storage shall be provided for at least a full day's run.
- 17.3. All materials not conforming to the requirements of the Plans and Specifications shall be considered defective and all such materials shall be rejected. Unless otherwise permitted by the Contract Administrator such defective materials shall be removed immediately from the site of the Work. No rejected material that has had the defects corrected shall be used until approval has been given by the Contract Administrator. The failure on the part of the Contractor to comply with any order of the Contract Administrator regarding the defective materials shall constitute cause for any defective materials to be removed and replaced and to cause the deduction of the cost of removal and replacement from any amounts due or to become due to the Contractor.

18.0 LEGAL DUTIES AND RESPONSIBILITIES TO THE PUBLIC

- 18.1. The Contractor warrants that the Contractor is familiar with and shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and any orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Contract, including, without limitation, Workman's Compensation laws, minimum and maximum salary and wage statutes and regulations if applicable, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours and laws and regulations with respect to the use of explosives. Contractor certifies that the Project, when completed will comply, with the applicable provisions of the Department of Justice implementation plan of Title III of the Americans with Disabilities Act, Title 42 USCA § 12101-12213, as outlined in 28 CFR Part 35; and Contractor further stipulates and agrees to comply with Title VI of the Civil Rights Act of 1964, Title 78 OS § 252.42, USCA § 2000d, et. seq.; and if the Work contemplated by this Contract qualifies as a federally assisted program of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, then Contractor agrees to comply with all requirements imposed by or pursuant to Title 49 CFR Part 21.
- 18.2. Whenever required, the Contractor shall furnish the City Attorney or the Contract Administrator with satisfactory proof of compliance with said laws, statutes, etc.
- 18.3. In the hiring of employees for the performance of Work under the Contract the Contractor and any Subcontractor thereunder shall not, by reason of race, color, sex, age, disability, or national origin, discriminate against any citizen of the United States in the employment of laborers or workers, who are qualified and available to perform the Work to which the employment relates.
 - 18.3.1. No Contractor or Subcontractor, nor any person on behalf of either, shall in any manner discriminate against or intimidate any employee hired for the performance of Work under this Contract, on account of race, color, sex, age, disability or national origin.

- 18.4. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices, necessary and incident to the due and lawful prosecution of the Work.
- 18.5. Without exception, the Bid amounts include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the Work. It is the intent hereof that whenever the Contractor is required or desires to use any design, device, material or process covered by letters patent, trademark or copyright, the Contractor shall provide for the right to such use by suitable agreement with the patentee, owner or assignee and a copy of such agreement shall be filed with the City; however, whether or not such agreement is made or filed as herein provided, the Contractor and the Surety in all cases shall indemnify and save harmless the City and any affected railroad or railway company or political subdivision from any and all claims for infringement at any time after the award of the Contract.

19.0 CONTRACTOR IS INDEPENDENT CONTRACTOR

19.1. It is expressly agreed that the Contractor is an independent Contractor and is not in any way whatsoever an agent, servant or employee of the City and the City shall in no way or under any circumstance be liable for any acts or omissions, contracts, subcontracts, or torts of said Contractor.

20.0 CONTRACTOR'S EMPLOYEES

- 20.1. The Contractor shall employ competent foremen, experienced mechanics, and others skilled in the several parts of the Work given them to do, for performance of the Work contemplated by this Contract; and shall promptly discharge any and all incompetent or otherwise unsatisfactory employees.
- 20.2. The Contractor agrees that the Contractor (and Contractor's Subcontractors, if any) will not fail or refuse to hire or discharge any individual or otherwise discriminate against any individual with respect to his compensation, terms, conditions or privileges of employees due to consideration of race, color, sex, age, or national origin, and further agrees that it will not (nor will their Subcontractors, if any) limit, segregate or classify Contractor's employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect Contractor's employee's status as an employee, because of such individual's race, color, sex, age, or national origin. Contractor agrees not to discriminate on the basis of disability if the prospective employee is otherwise qualified to perform the duties of the job. Contractor further agrees that this Contract may be terminated by the City in the event there shall be a violation of any of the provisions of this Section, upon notice in writing, and all claims for monies to become due pursuant to any other provisions of this Contract from the date of termination shall thereafter be forfeited, the Contractor being entitled only to monies expended and services performed and up to and including the date of termination.
- 20.3. All workmen must have sufficient skill and experience to properly perform the Work in a proper and skillful manner. If any workman is disrespectful, disorderly, or otherwise objectionable then that workman shall be discharged by the Contractor or Subcontractor employing such workman, upon written request of the Contract Administrator and shall not thereafter be employed on any portion of the Work without the written consent of the Contract Administrator. Should the Contractor fail to remove such workman the Contract Administrator may withhold all estimates, which are or may become due, or may suspend the Work for each day the Contractor fails to comply with this Section.
- 20.4. The Contractor shall not sell, sublet, or assign any portion of the Contract or Work without the written consent of the Contract Administrator and the granting of any such consent shall not relieve the Contractor of any responsibility under the Contract. The Contractor shall be responsible for the satisfactory settlement by any and all Subcontractors of all claims and obligations arising in connection with the execution of their respective portions of the Contract and for furnishing to the City, to its satisfaction, evidence thereof.

21.0 ASSIGNMENT AND SUBLETTING OF CONTRACT

- 21.1. The Contractor shall give attention to the fulfillment of this Contract, and shall not let, assign or transfer the Contract or any other rights, titles or interests in or to the same or any part thereof, by attorney or otherwise, or sublet any part of the Work to any other person without the prior consent of the City in writing.
- 21.2. Should any Subcontractor fail to perform the Work undertaken by the Subcontractor in a satisfactory manner, then the subcontract shall be immediately terminated by the Contractor upon notice from the City. The Contractor shall be fully responsible to the City for the acts and/or omissions of any Subcontractor and of persons either directly or indirectly employed by any Subcontractor, as the Contractor is for the acts and/or omissions of persons directly employed by the Contractor. Nothing contained in the Contract Documents shall create any contractual relationships between any Subcontractor and the City.

22.0. INDEMNIFICATION AND DEFENSE OF SUITS

- 22.1. Contractor shall indemnify and hold harmless and defend the City from any and all claims made or actions at law or in equity brought against the City or any of its officers, agents or employees for or on account of the failure, omission or neglect of the Contractor to do and perform any of the covenants, acts, matters or things by this Contract undertaken to be done or performed; or is brought for any injury(ies) or damage(s) caused by negligence or willful act of the Contractor or their Subcontractors or their agents or is brought in connection with any claim or claims based on the lawful demands of the Subcontractors, workmen, material men or suppliers of machinery and parts thereof, or against any equipment, power tools and supplies incurred in the performance of this Contract,
 - 22.1.1. The Contractor shall indemnify and save harmless the City, its officers, agents and employees from all losses, damages, costs, expenses, attorney fees, judgments, or decrees whatever arising out of any such action or suit that may be brought as aforesaid.
- 22.2. Contractor shall indemnify and hold harmless and defend the City from any and all claims made or actions at law or in equity brought against the City or any of its officers, agents or employees for or on account of any and all injuries or damages alleged to have been received or sustained by any parties by reason of, or arising out of the failure of the Contractor to refill all trenches or ditches, or failure to repair all breaks or failures of said Work, which injuries or damages are alleged to have been received within one (l) year from the final acceptance of the Work hereunder.
 - 22.2.1. Contractor further agrees to pay for any and all judgments that might be rendered against the City in any suits and actions, together with such expenses or attorney's fees expended or incurred by the City in the defense thereof. The Contractor hereby expressly waives any notice that might, by law, be required to be given to the Contractor by the City of any defect, break, settling or failure or of any other condition that might be the cause of injury or damage to any person on account of which the claim or suit was made or filed against the City, or a judgment taken for damages against the City. It is expressly agreed that the acceptance of the Work by the City shall constitute no bar against any person injured or damaged by the failure of the Contractor to perform all of his covenants and agreements hereunder from maintaining an action against the Contractor, or against City from enforcing its rights against the Contractor hereunder.
- 22.3. The City may suspend payments of any sum due or to become due for Work done on this Contract until such claims and/or suits, actions or proceedings are final and liability has been determined. The amount of such damage or liability shall be deducted from sums due or to become due on this Contract. The City will retain the sums mentioned above until the Contractor furnishes evidence that satisfactory settlement has been made. Any action taken by the City shall not excuse the Contractor for failure to perform this Contract or bar the City from legal action to recover from the Contractor the amount of damages or liability suffered in excess of the amount retained.
- 23.0 WORKER'S COMPENSATION, EMPLOYER'S LIABILITY INSURANCE, OWNER'S RISK AND LIABILITY INSURANCE AND PROPERTY INSURANCE REQUIREMENTS

- 23.1. The Contractor and their Subcontractors shall obtain and maintain, during the life of this Contract, Workmen's Compensation Insurance as prescribed by laws of the State of Oklahoma and Employer's Liability Insurance.
- 23.2. Contractor's liability insurance policies shall inure to the benefit of the Contractor as the insured and shall contain an agreement by the insurer to indemnify the Contractor against any and all actions, claims, judgments or demands for damages arising on account of injuries of whatsoever kind and character sustained by a person or persons on account of the construction of this Work or performance of the Contract by the Contractor.
- 23.3. Where applicable, property damage liability insurance must be endorsed for blasting, the collapse of or structural injury to any building or structure, and damage to underground property, such as wires, conduit pipes, main sewers, or other similar property.
- 23.4. The Contractor shall furnish an owner's liability insurance policy with the City named as an additional insured, issued by the same insurance company as the Contractor's liability coverage, which indemnifies the City and the Engineer(s) against any and all actions, claims, judgments or demands arising out of or on account of injuries of whatsoever kind and character, sustained by any person or persons on account of the construction of the Work or the performance of the Contract by the Contractor. The limits of this coverage shall be as set out in this Contract.
- 23.5. The Contractor shall obtain and maintain fire insurance policy with extended coverage, vandalism, and malicious mischief endorsements upon the site where the Work of this Contractor is to be done, on the completed value form, with one hundred percent (100%) co-insurance. Such insurance shall cover both building and the Contractor as their interests appear.
- 23.7. Contractor shall provide to the City Certificates of insurance in a form acceptable to the City and shall be filed through the Engineer prior to commencing the Work. The Contractor shall submit the Certificates in duplicate, one original policy or Certificate and one copy of proof of insurance requirements set forth above. The Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days written notice has been given to the City. Partial occupancy of the project by the owner shall not affect insurance coverage.

24.0 MINIMUM INSURANCE AMOUNTS

24.1. Owners Liability Insurance minimum coverage limits shall be no less than:

Comprehensive General Liability (with Broad form GCL endorsement)

Per Accident\$1,000,000.00Bodily Injury, per person100,000.00Property Damage, per claimant100,000.00

24.2. Public Liability, other than Automobile minimum coverage limits shall be no less than:

Personal Injury, per person \$ 100,000.00
Personal Injury, per accident 1,000,000.00
Property Damage, per person 100,000.00
Property Damage, per occurrence 1,000,000.00

24.3. Automobiles and Truck; Owner, Hired and Non-owned minimum coverage limits shall be no less than:

Personal Injury, per person	\$ 100,000.00
Personal Injury, per accident	1,000,000.00
Property Damage, per person	100,000.00

24.4. Employers Insurance minimum coverage limits shall be no less than:

Employers Liability, per accident	\$1,000,000.00
Comprehensive General Liability, per accident	1,000,000.00
Bodily Injury, per accident	1,000,000.00
Property Damage, per claimant	100,000.00

24.5. Railroad Insurance minimum coverage limits shall be no less than: (Railroad only required when working within the railroad Right-of-Way)

General Liability per accident \$2,000,000.00 General Aggregate Limit 4,000,000.00 Automobile Public Liability Insurance, per accident 2,000,000.00

25.0 METHOD AND BASIS OF PAYMENT FOR ITEMS OF WORK

- 25.1. The Contractor shall be paid for all Work performed under this Contract based on the Contract Administrator's computations of as-built quantities and the Contractor's unit price or lump sum Bid per item. This payment shall be full compensation for: furnishing all supplies, materials, tools, equipment, transportation, labor and services required to do the Work; all loss or damage, because of the nature of the Work, from the action of the elements or from any unforeseen obstruction or difficulty which may be encountered in the performance of the Work and is not specifically provided; all expenses incurred by or because of any suspension or discontinuance of all or any part of the Work; and faithfully completing the Work according to the Contract Documents and the requirements of the Contract Administrator.
- 25.2. The Contractor, in case of unit-price items, will be paid for the actual amount of Work performed in accordance with the Plans and Specifications as shown by the final measurements.
 - 25.2.1. All Work completed under the Contract will be measured by the Contract Administrator according to United States Standard Measurements. All longitudinal measurements for area will be made along the actual surface of the roadway and not horizontally and no deductions will be made for individual fixtures in the roadway having an area of nine (9) square feet or less. For all transverse measurements for area of base courses and pavements, the dimensions to be used in calculating the pay area shall be the neat dimensions shown on the Plans and Specifications or ordered in writing by the City. All materials, which are specified for measurement by the cubic yard "loose measurement" or "measured in the vehicle", shall be hauled in vehicles approved by the Contract Administrator and measured therein at the point of delivery on the road, unless otherwise provided in the Plans and Specifications. Approved vehicles for this purpose may be of any type or size satisfactory to the Contract Administrator provided that the body of such type that the actual contents may be readily and accurately determined. All approved vehicles must bear a plainly legible identification mark indicating the specified approved capacity. The Inspector may reject all loads not hauled in such approved vehicles.
- 25.3. The Contractor, in case of lump sum contracts or lump sum items in a unit price contract, will be paid for the actual amount of Work performed in accordance with the Plans and Specifications as shown by the final measurements.
 - 25.3.1. All Work completed under lump sum items in the Contract will be determined by the Contract Administrator. Major items of work in a lump sum contract and the cost therefore will be identified at the beginning of the Work. Pay estimates will then be computed based on the portion of each item completed, as determined by the Contract Administrator. The sum of all Work completed on all items of work will constitute the basis of payment.

- 25.4. The City shall pay the Contractor for Extra Work in the following manner:
 - 25.4.1. An amount to the sum of: (1) the Contractors (or Subcontractors) Direct Cost (as defined below) in performing such Extra Work and (2) ten percent (10%) thereof for all Extra Work performed pursuant to the Terms and Conditions of this Contract. Provided that payment can be authorized only to the extent authorized by law.
 - 25.4.2. Direct Costs means and includes: (1) all payments for wages and other labor costs incurred in performing the Extra Work; (2) the cost of all materials used or consumed in performing the Extra Work and including any sales, use, or excise taxes required by law to be paid with respect to such materials being delivered to the site of the Work; (3) all taxes and insurance and bond premiums paid as a percentage of the aforesaid wages; and (4) allowances for the use of equipment in the performance of the Extra Work, at the rates set forth in the latest edition, published prior to the opening of Bids for this Contract of the Compilation of Rental Rates for Construction Equipment, prepared by the Associated Equipment Distributors. When any piece of equipment is used on any Extra Work job for three (3) days or less, the daily rates set forth in the Compilation of Rental Rates for Construction Equipment shall apply; when used for more than three (3) days and less than twenty-two (22) days, the weekly rates shall apply and when used more than twenty-one (21) days, the monthly rates shall apply. When a weekly rate is applied to a period of over seven (7) days, the rate for the excess days shall be one-seventh of the weekly rate. When a monthly rate is applied to a period of over thirty (30) days, the rate for the excess days shall be one-thirtieth (1/30) of the monthly rate.
 - 25.4.3. If the wages paid by the Contractor for any Extra Work include any premium pay (i.e. anything over straight-time rates) for overtime, Sunday or holiday work, and the like, the amount of all such premiums shall be deducted from the Direct Costs for the purpose of calculating the aforesaid allowance of ten percent (10%). Said allowance is to cover profit and all costs of the Extra Work for which reimbursement is made, including superintendence, overhead and use of tools and equipment for which no specific allowance is made.
 - 25.4.4. At the end of each day, the Contractor and Contract Administrator shall check and verify records of payrolls for labor furnished for Extra Work on that day. Each invoice for Extra Work shall be in form satisfactory to the Contract Administrator and shall be submitted to the Contract Administrator by the Contractor in quadruplicate. Attached to each invoice shall be the original receipted bills and invoices covering the costs of all materials, including freight and haulage charges, which are used or consumed in performing the Extra Work. An invoice for each Extra Work job shall be submitted not later than the 20th day of each month following any of the Extra Work that was actually performed. The City shall retain ten percent (10%) of all Extra-Work payments until the final completion and acceptance of the Work.

26.0 ADMINISTRATIVE COSTS AND FEES

26.1. In the event the improvements are to be paid for in cash the costs and fees for publication, engineering, filing, recording, abstracting, acquisition of easements, and City water (where available) for flushing and pipe testing shall be paid by the City unless otherwise provided for in the Contract Documents.

27.0 PAYMENTS

27.1. If the Work is progressing in a satisfactory manner on or about the first day of each month, the Engineer will prepare an estimate for a partial payment of the Work completed after receiving a written request from the Contractor by the first day of the month. An estimate for partial payment shall include items actually incorporated in the Work and may include materials acceptable to the Engineer that are delivered to the Work site, provided the Engineer is furnished duplicate copies of actual manufacturer's invoices of material to be included in the estimate. The estimate shall be submitted to the Director of Engineering and Construction who shall either authorize payment or notify the Contractor in writing of the

reason payment has been delayed or denied; this payment or notice shall be mailed no later than one month following receipt of the estimate.

- 27.1.1. Partial payments will be made to the Contractor in accordance with the following schedule:
 - 27.1.1.a. In the amount of 95 percent (95%) of the value of the Work completed.
 - 27.1.1.b. If the Contractor has performed satisfactorily and the Work is substantially complete (operational or beneficial occupancy) the withheld amount may be reduced to only that amount necessary to assure completion.
 - 27.1.1. c. In addition to the conditions set forth in a and b above, payments will always be less any sums that may be retained or deducted by the City under the terms of any of the Contract Documents and less any sums that may be retained to cover monetary guarantees for equipment, materials or process performance.
- 27.1.2. The Contractor may withdraw any part, or the whole, of the amount which has been retained from partial payment to the Contractor pursuant to the terms of Contract, upon depositing with or delivery to the Director of Engineering and Construction one of the following:
 - 27.1.2.a. United States Treasury Bonds, United States Treasury Notes, United States Treasury Bills in an amount equal to the amount of the retainage withdrawn, or
 - 27.1.2.b. General Obligation Bonds of the State of Oklahoma in an amount equal to the amount of the retainage withdrawn, or
 - 27.1.2.c. Certificates of Deposit in an amount equal to the amount withdrawn from the retainage from a state or national bank having its principal office in the State of Oklahoma. No retained amount shall be withdrawn, which would represent an amount in excess of the market value of the securities at the time of deposit or of the per value of such securities, whichever is lower.
- 27.1.3. All materials and Work included in partial payments shall become the property of the City and materials included in a partial payment shall not be removed from the Work site. However, this provision shall not be construed as relieving the Contractor of responsibility for the care and protection of the materials and Work for which payments have been made; or does it relieve the Contractor from being required to restore any damaged Work, or materials removed from the Work site by unknown parties, and it is not a waiver of any of the Terms and Conditions of the Contract.
- 27.2. Final payment will be made when the Work has been completed. The Engineer shall carefully measure and determine the as-built quantities of each class of Work as shown on the schedule of Bid items and such Extra Work performed by order of the Engineer. The aggregate cost of the Work done and the materials furnished shall constitute the amount due for the completed Work. All prior estimates and payments shall be subject to correction in the final estimate and payment.

28.0 RELEASE OF LIABILITY AND ACCEPTANCE

28.1. The acceptance of the final payment by the Contractor shall operate as and shall be a release to the City, its officers, agents, and employees thereof, from all claims and/or liability from the Contractor for anything done or furnished by the City relating to or affecting the Work or for any act or negligence by the City, its officers, agents, and employees relating to or affecting the Work. No person, firm, or corporation other than the Contractor as a party to this Contract will have any interest hereunder, and no claim shall be made or be valid and neither the City, its officers, agents nor employees shall be liable or be held to pay any additional money.

28.2. It shall be the duty of the Contract Administrator to determine when the Work is complete and the Contract fully performed and to recommend its acceptance by the City. The Work herein specified to be performed shall not be considered finally accepted until all the Work has been accepted by the City.

29.0 PAYMENT OR ACCEPTANCE NOT A WAIVER BY CITY

- 29.1. Neither acceptance by the City, the Contract Administrator or any employee of either, nor any order by the City for the payment of money or the actual payment thereof, nor any taking of possession by the City, nor the granting of any extension of time, shall operate as a waiver of any rights or powers, whether by Contract or by laws, of the City. In the event that after the Work has been accepted and final payment made, it is discovered that any part of this Contract has not been fully performed or has been done in a faulty or improper manner, the Contractor shall immediately remedy such defect. In the event that the Contractor neglects to remedy any such defect within a reasonable time after written notice thereof, the Contractor shall be liable for and shall pay to the City the costs of remedying such defect, or a sum equal to the damage caused thereby, or both, as the City may elect. The acceptance of the Work or final payment therefore shall be no bar to claim or suit against the Contractor or Surety, or both.
- 29.2. Upon the satisfactory completion of all Work required under the Contract, the Contract Administrator shall certify to the City, in writing, the total amount of Work performed, and compensation earned by the Contractor. No unauthorized Work shall be included or paid for. Within thirty (30) days, upon receipt of said certification, the City shall make full payment to the Contractor, less the total of all partial payments in accordance with the Terms and Conditions for final payment. Provided, however, that before making final payment of the full amount earned by the Contractor, the City may require the Contractor to furnish satisfactory evidence that the Contractor and his Subcontractors have paid all of their payrolls, bills, expenses and costs of every type and nature whatsoever connected with the performance of the Contract. The acceptance by the Contractor of final payment shall operate as a release to the City from claims and liabilities of every type and nature owing to the Contractor in connection with the performance of the Contract. The date of the Contract Administrator's approval by will be the date of acceptance of the Work.

30.0 CONTRACTOR'S OBLIGATION AFTER ACCEPTANCE

30.1. Contractor agrees, without cost other than is specially provided for in this Contract, that at any and all times during one (1) year next following the completion and final acceptance of the Work performed under this Contract and without notice from the City, to repair, fix, and or otherwise correct any defect or failure that may occur in the Work including without limitation, to refill all trenches or ditches that may sink or settle, and to repair all breaks or other failures.

31.0 CONTRACTOR'S WARRANTIES AND GUARANTIES

31.1. The Contractor warrants and guarantees that all Work, including without limitation, all materials used in the Work will conform to the Plans and Specifications and that all Work will be performed in a proper and workmanlike manner and in accordance with the Contract.

32.0 LAWS AND ORDINANCES

- 32.1 This Contract shall be construed under the laws of the State of Oklahoma and jurisdiction shall be in the County where the Work is performed and the Work site property is located.
- 32.2. The Contractor is obligated to keep fully informed of all existing and current regulations of the City, County, State and Federal laws, which in any way limit or control the actions or operations of those engaged upon the Work or affecting the materials supplied to or by it. The Contractor shall at all times observe and comply with all applicable ordinances, laws and regulations; and shall protect and indemnify the City, its officers, agents and employees against any claims or liability arising from or based on any violation of the same. All such applicable laws and ordinances are a part of this Contract as though fully set forth herein.

33.0. IMMIGRATION COMPLIANCE

33.1 Contractor shall demonstrate that he:

- 33.1.1 Has complied, and shall at all times during the term of this Contract, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws"); and
- 33.1.2 Has properly maintained, and shall at all times during the term of this Contract, maintain any and all employee records required by the U.S. Department of Homeland Security ("DHS"), including, without limitation, properly completed and maintained Form I-9s for each of the Contractor's employees; and
- 33.1.3 Has verified the employment eligibility for all employees hired on or after July 1, 2008 through DHS's E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this Contract; and
- 33.1.4 Has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Contractor for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (I), parts (a), (b) and (c), above, with regards to each of the sub-contractor's employees.
- 33.2. Contractor will indemnify, defend and hold harmless City against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney's fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, Contractor's failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by Contractor as set forth more fully in Paragraph 33.1 above.

34.0 NOTICES

- 34.1. Any notices or other communications hereunder may be given to Contractor at the address given in their Proposal, to the Surety at the office of the Attorney-in-Fact signing the Contract or at Surety's home office address on file with the Insurance Commissioner of the State of Oklahoma and to the City in care of the Contract Administrator or at such place as may be otherwise designated in writing. The personal delivery at such address or depositing in any United States mailbox regularly maintained by the Post Office, of any notice, letter or other communication to the Contractor or the City, shall be deemed sufficient service thereof, and the date of said service shall be the date of such personal delivery or mailing.
- 34.2. Any address may be changed at any time by an instrument in writing, executed by the Contractor or the Surety and delivered to the Contract Administrator. Nothing herein contained shall be deemed to preclude or tender inoperative the service of any notice, letter, or communication upon the Contractor personally.

35.0 SECTIONS AND PARAGRAPH CAPTIONS

35.1. The Section and paragraph captions and headings are not a part of the Contract Documents. They are included for convenience only and are not to be considered in the interpretation of the Contract Documents. Said captions and headings are mere labels, intended as aids in locating and reading the various portions of the Contract Documents.

36.0 CONTRACT BINDING ON THE PARTIES

36.1. Except as otherwise expressly limited herein, this Contract shall be binding upon the parties and their respective heirs, representatives, successors or assigns.

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SECTION IV. GENERAL SPECIFICATIONS

DIVISION I CONTROL OF EQUIPMENT

(General): All equipment necessary for completion of the Work contemplated under this Contract shall be in first-class operating condition and shall have been inspected and approved by the Contract Administrator before construction where the equipment is used will be permitted to begin. Thereafter, the equipment shall be maintained in first-class operating condition throughout its use for the Work under this Contract.

DIVISION II CONSTRUCTION SPECIFICATIONS

All Work shall be accomplished in accordance with ODOT, EPA, and ODEQ regulations, AWWA Standards and City of Sapulpa Codes and Standard Construction Specifications.

DIVISION III MATERIAL SPECIFICATIONS

All materials shall be in accordance with materials as specified in the City of Sapulpa Engineering Design Criteria and Standard Specifications.

SECTION V. CHANGE ORDER

Change Order

Date of Issuance:		Effective Date:		
Project: Gray Street Improvements	Owner: City of Sapu	lpa, OK	Owner's Contract No.: COS-10117	
Contract: for Construction Services			Date of Contract:	
Contractor:			Notice to Proceed:	
The Contract Documents are n Description:		-	of this Change Order:	
Attachments (list documents	supporting change)	:		
CHANGE IN CONTRACT PRICE:		CHANGE IN	CONTRACT TIMES:	
Original Contract Price:		Original Contract Times: □Working □Calendar		
\$		days 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 : 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:	By:		By:	
By:Engineer/Project Mgr.	Owner		By: Contractor	
Date:	Date:		Date:	
APPROVED:			Date:	

Change Order

Instructions

I. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

II. COMPLETING THE CHANGE ORDER FORM

Engineer/Project Mgr. normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer/Project Mgr. has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer/Project Mgr. should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

SECTION VI. NOTICE TO PROCEED



NOTICE TO PROCEED

Date:	, 2025
To:	Company Name Address
	City, State Zip
Projec	t: Gray Street Improvements
	nre hereby notified to commence Work in accordance with the Contract dated, 2025, with completion date set for 000 calendar days from the date. Notice to Proceed authorizing the Contractor to commence work on this project.
	CITY OF SAPULPA
	Owner
Ву: _	
	PROJECT MANAGER ************************************
	ACCEPTANCE OF NOTICE
Receij	ot of the above NOTICE TO PROCEED is hereby acknowledged by:
this	day of
By:	
Title:	
(Pleas	e complete and return <i>Acceptance of Notice</i> as soon as possible.)

SECTION VII. PUBLIC IMPROVEMENT CONTRACT AGREEMENT

PUBLIC IMPROVEMENT CONTRACT AGREEMENT

[Gray Street Improvements]

THIS AGREEMENT,	made and entered into on the _	day of	, 2025, by and between
,	hereinafter called the Contract	ctor, and the	City of Sapulpa, Oklahoma,
hereinafter called the Owner:			

WITNESSETH:

WHEREAS, the Owner has caused to be prepared, in accordance with law, certain specifications, plans, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused solicitation for bids to be given and advertised as required by law, and has received sealed proposals for furnishing materials, labor and equipment for construction of the **Gray Street Improvements** public improvement project; and

WHEREAS, the Contractor, in response to said solicitation for bids, has submitted to the Owner in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the Owner, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named Contractor to be the lowest responsible bidder on the above-described project, and has duly awarded this Contract to said Contractor, and the said Contractor agrees to receive and accept the sum named in the proposal and designated below as full compensation for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Owner, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, and for well and faithfully completing the work and the whole thereof, in the manner and according to the plans, specifications, and the requirements of the Project Manager and/or engineer under them, to wit:

and 00/100 DOLLARS (\$0.00)

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

1. That the Contractor shall furnish all the materials, and perform all of the work in manner and form as required and provided for by the drawings, specifications, conditions and documents attached hereto and made a part hereof, and entitled:

"Gray Street Improvements CONSTRUCTION DOCUMENTS"

- 2. That the Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement in lawful money of the United States, the amount of: \$0.00.
- 4. That the Owner reserves the right to add to or subtract from the amount of work to be performed. Any revision to the work to be performed shall be negotiated.

- 5. That the Contractor will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order from the Owner and that in the event any additions are provided by the Contractor without such authorization, the Contractor shall not be entitled to any compensation therefor whatsoever.
- 6. That if any additional work is performed or additional materials provided by the Contractor upon authorization by the Owner, the Contractor shall be compensated therefore at the negotiated price bid and as agreed to by both parties in the execution of a Change Order.
- 7. That the Contractor shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind and all work and materials shall be subject to rejection by the Owner through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the Contractor shall replace the work and materials without compensation therefor by the Owner.
- 8. The Contractor shall furnish bonds and proof of insurance as specified, which bonds and insurance must be approved by the Owner prior to issuance of the Work Order and commencement of work on the project.
- 9. That within 30 days of receipt of an approved payment request, the Owner shall make partial payments to the Contractor on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the Contractor, LESS the retainage provided, which is to be withheld by the Owner until all work within a particular part has been performed strictly in accordance with this Agreement and until such work has been accepted by the Owner.
- 10. That on completion of the work, but prior to the acceptance thereof by the Owner, the City Manager, or his/her representative shall determine if the work has been completely and fully performed in accordance with said Contract Documents; and upon making such determination said official shall make his final certificate to the City of Sapulpa.
- 11. That upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall be made within 60 days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner.
- 12. Liquidated Damages: Owner and Contractor recognize that time is of the essence of this Agreement and the Owner will suffer financial loss if the Work is not completed within the time specified in above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense, and difficulties involved in proving 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 One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3 for completion and readiness for final payment. In addition, in the event the Work is not completed on time and more than seven late days has expired, the parties agree to a stipulated breach of contract by the Contractor entitling the Owner to pursue any and all remedies against the Contractor for all resulting and consequential damages, costs and fees, including cover costs, attorney and expert witness fees.
- 13. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Owner shall deem the Surety or Sureties upon such bond to be unsatisfactory or if, for any reason such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at his expense, within 5 days after the receipt of notice from the Owner, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the

Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

14. The Owner and Contractor agree that any controversy or claim arising out of or relating to the Contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgement on the award rendered by the arbitrator(s) may be entered in Creek County District Court.

IN WITNESS WHEREOF, the Mayor of the City of Sapulpa, Oklahoma has hereunto set his hand, for and on behalf of the City of Sapulpa and the Contractor has signed, or caused his name to be signed, and seal affixed by proper authority, the day and year first above written, and these presents have been executed in triplicate counterparts.

OWNER.

City of Sapulpa, a Municipal Corporation	CONTRACTOR NAME:
	"Company Name"
By	
Mayor	Ву
Approved as to form:	
	(Printed name and title)
Ву	
By City Attorney	Date
Date	(CORPORATE SEAL) if applicable
Attest:	Attest
	Attest
City Clerk	(Printed name and title)
Date	Date
VERIF	TICATION
STATE OF OKLAHOMA)) ss:	
COUNTY OF CREEK) ss:	
	day of, 20, personally appeared he (President, Vice-President, Corporate Officer, Member,
Partner, or Other: of	(Company name), and to be the strument, and acknowledged to me that he executed the same
Notary Public:	
My Commission Expires:	