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DIVISION II

SPECIAL PROVISIONS

SECTION 201. GENERAL: It is the intent of these Plans and Specifications to prescribe a complete work and improvement. Where items of work are necessary for the satisfactory completion of the improvement, for which specific contract prices are not provided in the proposal and contract, then such work shall be considered incidental to the main construction, and any costs involved shall be reflected in such other prices as are provided.

In case there should be incidental work to perform which is not referred to in these Specifications, the Standard Specification of the City of Enid for such work shall apply. Otherwise these Specifications shall take precedence and govern.

SECTION 202. QUALIFICATIONS AND RESPONSIBILITY OF BIDDER: If requested, the bidder shall furnish satisfactory evidence that he is regularly engaged in the business of construction of such work as is proposed, and is reasonably familiar with, and that he has the necessary capital, and owns the necessary equipment and machinery to complete the proposed work, in accordance with the Plans and Specifications.

SECTION 203. PROTECTION AND RESTORATION OF PROPERTY: The Contractor shall exercise all precautionary measures necessary to prevent damage to all structures, facilities, trees, shrubs, fences, sidewalks, driveways, pavements, etc., adjacent to and within the construction limits. The Contractor shall include in the price bid, the cost of such incidental items required for removal, protection, and restoration of all property as may be required. Crop damage shall be paid for by the City.

SECTION 204. PREPARATION OF PROPOSAL: The bidder shall submit his proposal on the forms furnished by the Owner or the Engineer. All blank spaces in the proposal forms shall be correctly filled in and the bidder shall state the prices, written in ink, both in words and numerals, for which he proposes to do the work contemplated or furnish the materials required. Such prices shall be written distinctly legible. In case of conflict between words and numerals, the words shall govern. Proposals shall be submitted as follows:

- (a) Two copies of proposal to the City Clerk's Office.
- (b) Certified Check, Cashier's Check, or bid bond in the sum of 5% of total price bid to accompany the Proposal.
- (c) Business Relationship Affidavit.
- (d) Non-Collusion Affidavit.

SECTION 205. CONSTRUCTION STAKES: The Engineer will furnish the Contractor with all lines, grades and measurements necessary to the proper prosecution and control of the work contracted for under these specifications. Such stakes and markings as the Engineers may set for either his own or the Contractor's guidance shall be scrupulously preserved by the Contractor.

SECTION 206. OWNER: "Owner" as used herein is defined as the City of Enid, Oklahoma.

SECTION 207. CONFORMANCE TO GOOD PUBLIC HEALTH PRACTICES: All details relative to the construction not covered in the Plans and Specifications shall be constructed and accomplished in accordance with good public health practices.

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SECTION 208. SOURCE OF MATERIAL: Materials for use in this project shall be manufactured within the limits of the United States, unless otherwise specified.

SECTION 209. SCHEDULE OF OPERATIONS: Upon Notice to Proceed, the Contractor shall begin adjustment and relocation of this project and proceed with the project continuously until completion.

SECTION 210. FIRE HYDRANT ADJUSTMENT: All Fire Hydrants and Fire Hydrant Assemblies involved in the work shall be adjusted to grade. Fire Hydrant extension shall be covered by unit bid item for Fire Hydrants and no separate payment will be made.

SECTION 211. AMENDMENTS TO GENERAL PROVISIONS: The following amendments to the General Provisions shall apply to this Contract:

103.02 AWARD OF CONTRACT: The Owner reserves the right to withhold the awarding of the contract for at least 30 days from the date of bids and upon good cause shown, up to 60 days pursuant to Title 61, Section III of the Oklahoma Statutes.

108.11 HOURLY WAGE RATE: Delete this section in its entirety.

SECTION 212. STATE AND LOCAL SALES TAX: For the purposes of your bid, do not include any Local or State Sales Tax. City of Enid will appoint the successful bidder its agent for purposes of receiving tax exempt status on purchase of materials.

SECTION 213. ACCESS AND TRAFFIC CONTROL: The Contractor shall be responsible for developing and implementing a traffic control plan to be approved by the City Engineer prior to the start of construction. Access to businesses and residences shall be maintained at all times. When street closures are necessary, the Engineer shall be notified a minimum of 48 hours prior to closure.

Placement of traffic control devices shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, published in 1988 by the Federal Highway Administration. The Contractor shall furnish, erect, and maintain all necessary traffic control devices to provide sufficient warning of construction activities and maintain the flow of traffic in the vicinity of the project.

SECTION 214. TEST SCHEDULE: This work shall consist of field and laboratory tests on materials and work used in the construction of the project constructed under these specifications.

214.1 Schedule:

A. Following is the test schedule required to be accomplished for the improvement project:

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TEST SCHEDULE

<u>Description</u>	<u>Quantity of Item Represented by One Test</u>
1. Soil Classification (a) Liquid Limit (b) Plastic Index	As directed by the City Engineer
2. Standard Proctor	One each per subgrade material of similar characteristics
3. Field Density (a) **Subgrade (b) Bituminous Bases & Subsurface Courses (c) Trench Backfill	800 S.Y. of pavement 800 S.Y. for each lift For each 2 feet of backfill where compaction is required
4. Concrete Cylinder Compression Tests *(a) P.C. Concrete Pavement *(b) Integral Curb, Combined Curb and Gutter and Ditch Lining *(c) Reinforced Concrete Structures	800 S.Y. or each days pour 350 L.F. 25 S.Y. Conc. or each days pour
5. Concrete Slump Tests	Same as 4, for each item
6. Extraction and Gradation	Each day of plant operation
7. Hveem Stability	Same as 6
8. Job Mix Formula	Every 6 months or after a change in sources of materials
* Engineer may waive requirement for compression tests on small concrete pours or areas that are not structurally significant.	
** In addition, density tests shall be required every 2 feet of backfill on each side of culvert or structure construction and embankment areas for each 2 feet of fill.	
B. Testing shall be done by an approved testing laboratory and in the presence of a City construction inspector, except for lab work, and at locations designated by the inspector in accordance with the Test Schedule.	
C. The contractor shall furnish all materials required for the tests, order such tests to be performed and be responsible for the cost of such tests specified in the Test Schedule.	
D. The contractor shall not proceed with any work which covers or in any way interferes or alters previous work that has not be accepted by the City.	
E. When tests indicate the work or materials do not meet the requirements as specified herein, the quantity of work represented by the test shall be reworked, removed and replaced or, if directed by the Engineer, the work shall remain in place and accepted, except where field density tests for asphalt concrete pavement and subgrade is less than 92% the work shall be corrected as directed by the Engineer.	

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- F. The method of sampling, preparation and testing of work and materials shall be in compliance with applicable AASHTO Methods of Testing or as directed by the Engineer.
- G. Three copies of test reports shall be submitted to the Engineer for approval.
- H. Successful tests shall be defined as follows:
 - 1. Field Density
 - (a) Subgrade 95% Standard Proctor with a moisture content \pm 2% of optimum.
 - (b) Bituminous Bases and Surface Courses 95% Job Mix Formula
 - (c) Trench Backfill 95% Standard Proctor with a moisture content \pm 2% of optimum.

214.2 Non-Compliance: The failure of the contractor to furnish required tests herein specified through an approved testing laboratory will result in unacceptable work until such successful test reports have been submitted for approval.

SECTION 215. REDUCTION IN QUANTITIES: The City reserves the right to alter the quantities of the work or to shorten the project at any time when and as found necessary, and the contractor shall perform the work as altered at the contract unit prices. No allowance will be made for any change in anticipated profits nor shall such change be considered as waiving or invalidating any condition or provision of this contract.