SPECIFICATIONS

AND

CONTRACT DOCUMENTS

FOR THE

SUMMIT LAKES STORM SEWER REPLACEMENT

Contract No. – K-2627-30

Maintenance Bond No. – MB-2627-14

Performance Bond – B-2627-28

Statutory Bond – B-2627-29

Project Agent Resolution – R-2627-13

Bid No. – 2627-7

CITY OF NORMAN
225 N. WEBSTER
NORMAN, OKLAHOMA 73069
(405) 366-5452

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AND
CONTRACT DOCUMENTS

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NOTICE TO BIDDERS

CITY OF NORMAN
INVITATION TO BID NUMBER 2627-7

SUMMIT LAKES STORM SEWER REPLACEMENT

Notice is hereby given that pursuant to an order by the CITY OF NORMAN (OWNER), a municipal corporation, sealed bids will be received at the Office of the Purchasing Officer, 225 North Webster Avenue, Norman, OK 73069, until **2:00 p.m., local time, Thursday, the 13th day of August, 2026**, for and on behalf of the CITY OF NORMAN, for furnishing all tools, material and labor, and performing the work necessary for construction of the SUMMIT LAKES STORM SEWER REPLACEMENT. **Bids will be opened and read aloud at the Office of the Purchasing Officer, 225 North Webster Avenue, Norman, OK 73069 at 2:00 p.m. No bids will be accepted after 2:00 p.m.**

A non-mandatory Pre-bid Conference will be held on **Friday, July 31, 2026 @ 11:00 am** in Conference Room B, located at 225 N. Webster Avenue, Norman, Oklahoma 73069. Questions related to this contract will be answered up to **Friday, August 7, 2026 by 4:00 pm**. Bidders are expected to inspect the sites of the work and to inform themselves regarding all local conditions. For information concerning the proposed work, or the scheduled Pre-bid Conference, contact Brandon Brooks, P.E., CFM, Capital Projects Engineer for OWNER, at brandon.brooks@normanok.gov.

REMOVAL AND REPLACEMENT OF 231 L.F. STORM SEWER LINE IN THE SUMMIT LAKES ADDITION OFF OF E. ALAMEDA STREET

Specifications and the other bidding documents are available for public inspection at the following location:

1. Engineering Division, Mr. Brandon Brooks, P.E., CFM, 225 N. Webster Ave, Norman, OK 73069, brandon.brooks@normanok.gov

Bid information, plans, specifications, and any addenda may be obtained from:

1. Office of the City Engineer located at 225 N. Webster Ave, Norman, Oklahoma.
2. City of Norman website: https://www.normanok.gov/businesses/bids-rfps-rfqs

Each Bid must be accompanied by an original executed Bidding Documents contained within the Contract Documents and a Certified or Cashier's Check or Bidder's Surety Bond, in the sum of five percent (5%) of the amount of the total bid. Said Surety Bond will be retained as liquidated damages in the event the successful bidder fails, neglects, or refuses to enter into said contract for the construction of said public improvements for said project, and furnish the necessary Performance, Statutory, and Maintenance Bonds within ten (10) days from and after the date the award is made. All addenda issued will be posted to https://www.normanok.gov/businesses/bids-rfps-rfqs a minimum of 48 hours prior to bid opening.

INSTRUCTIONS TO BIDDERS

EXAMINATION OF BIDDING DOCUMENTS. Each bidder by making his bid represents that he has read and understands the bidding documents. The bidder shall include in his bid prices any and all costs that may be necessary to complete the work in accordance with the requirements of the contract documents.

INTERPRETATION OF CONTRACT DOCUMENTS. Questions regarding documents, discrepancies, omissions, or intent of the specifications or drawings shall be submitted in writing to the City through the Engineer at least seven days prior to opening of bids to provide time for issuing and forwarding an addendum. Any interpretation of the contract documents will be made only by addendum duly issued or delivered by the City to each person receiving a set of documents. The City will not be responsible for any other explanations or interpretation of the contract documents.

MATERIAL SUBSTITUTION. Each bidder shall base his bid upon the materials and equipment as described in the bidding documents. The successful contractor will not be allowed to make any substitutions on his own initiative, but in each instance will be required to obtain authorization from the City before installing any work in variance with the requirements of the contract documents.

BOUND COPY OF CONTRACT DOCUMENTS. None of the constituent parts or portion thereof of these contract documents shall be removed from this bound copy of documents prior to the filing of the bid.

QUALIFICATIONS OF BIDDERS. IN DETERMINING THE LOWEST RESPONSIBLE BID, THE FOLLOWING ELEMENTS WILL BE CONSIDERED: WHETHER THE BIDDER INVOLVED (A) MAINTAINS A PERMANENT PLACE OF BUSINESS; (B) HAS ADEQUATE PLANT EQUIPMENT TO DO THE WORK PROPERLY AND EXPEDITIOUSLY; (C) HAS A SUITABLE FINANCIAL STATUS TO MEET OBLIGATIONS INCIDENT TO THE WORK; AND (D) HAS APPROPRIATE TECHNICAL EXPERIENCE.

Each bidder must complete the attached "Qualification Statement of Bidders & Qualifications Statement of Bidders Surety".

Each bidder may be required to show that former work performed by him has been handled in such manner that there are no just or proper claims pending against such work. No bidder will be acceptable if he is engaged on any other work, which impairs his ability to finance this contract or provide proper equipment for the proper execution of same. Each bidder shall demonstrate his ability by meeting all requirements herein stipulated, if asked for them.

BID SECURITY. No bid will be considered unless accompanied by a cashier's check, a certified check or a bidder's bond in the amount of five percent of the bid, as a guarantee that if the bid is accepted, the bidder will execute the agreement and file bonds and insurance as required by the contract documents within l0 days from the date of the award of the contract.

RETURN OF BID SECURITIES. The security of all bidders will be returned after the execution of the agreement with the successful bidder and the approval of his bonds and insurance. If all bids are rejected, the securities will be returned at the time of rejection.

AGREEMENT, BONDS, INSURANCE. The attention of bidders is specifically directed to the forms of agreement and bonds to be executed and the type of insurance to be taken out in the event a contract award is made.

BID SUBMITTAL. Each bid, properly signed, together with the bid security shall be enclosed in a sealed envelope addressed and entitled as specified in the Invitation to Bid. All addenda issued shall be included with the documents at the time of bid submittal.

WITHDRAWAL OF BID. Any bid may be withdrawn at any time prior to the hour fixed in the Invitation to Bid for the opening of bids, provided that a request in writing, executed by the bidder, or his duly authorized

representative, for the withdrawal of such bid is filed with the City prior to the time specified for opening of bids. The withdrawal of such bid will not prejudice the right of a bidder to file a new bid.

PENALTY FOR COLLUSION. If at any time it shall be found that the person, firm or corporation to whom the contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the contract so awarded shall be null and void, and the contractor and his sureties shall be liable to the City for all loss or damage which the City may suffer thereby, and the City may advertise for new bids for said work.

LICENSE. Each bidder shall possess State and local licenses as are required by law, and shall furnish satisfactory proof to the City upon request that the licenses are in effect during the entire period of the contract.

BID OPENING. Bids will be opened and recorded at the time and place indicated in the Invitation for Bids. Bidders or their agents are invited to be present.

BID ITEMS. Bid item quantities listed are meant as reference and may not be representative of actual field quantities. All bid items listed in this solicitation must receive a bid price.

AWARD OF CONTRACT. The award of any contract or contracts will be made to the lowest responsible bidder or bidders. The City reserves the right to reject any or all bids, or to waive irregularities or informalities at its discretion. The City reserves the right to award add alternates or any combination of add alternates as sees fit to benefit the project.

It is anticipated that approval will be received within 30 days of opening of bids. In the event that the approvals are not received or the City cannot award or reject said proposals within 60 days from the date of opening of bids, bidders shall have the right to withdraw their bids on written notice to the City.

EFFECTIVE DATE OF AWARD. If a contract is awarded by the City, such award shall be effective when formal notice of such award, signed by the authorized representative of the City, has been delivered to the intended awardee, or mailed to him at the main business address shown on his bid, by some office or agent of the City duly authorized to give such notice.

EXECUTION OF AGREEMENT. Copies of the agreement in the number stated in the form of agreement, shall be executed by the successful bidder, and returned, together with the required bonds and insurance, within 10 days from and after the date of the award of the contract. Effective date of bonds shall be the same or later than the date of the agreement.

FAILURE TO EXECUTE AGREEMENT AND FILE BONDS AND INSURANCE. Failure of a successful bidder to execute the agreement and file required bonds and insurance within the required time shall be just cause for the annulment of the award. On failure of a successful bidder to execute the agreement and file the required bonds and insurance within the required time, he shall forfeit his bid security as agreed herein before. Upon annulment of an award as aforesaid, the City may then award the contract to the next lowest responsible bidder.

PAYMENT FOR EXCESS COSTS AND LIQUIDATED DAMAGES. The successful bidder will be required to pay for the excess cost of field engineering and inspection and liquidated damages as defined in the General Conditions and the Contract Agreement, if extensions of time are not granted by City because of avoidable delays as therein defined.

CHANGE ORDERS.
Additional work may be added to this contract via a change order if agreed upon by the City of Norman and the Contractor.

SECTION 1
QUALIFICATION STATEMENT OF BIDDERS

SUBMITTED TO:

Engineering Department Reviewed by: _____ Date _____

Date Received: _____

CONTRACTOR: _____

CIRCLE ONE: Sole Proprietor Partnership Corporation Joint Venture

NAME: _____ PARTNER: _____

ADDRESS: _____ ADDRESS: _____

CITY: _____ CITY: _____

PHONE: _____ PHONE: _____

PRINCIPAL PLACE OF BUSINESS: PRINCIPAL PLACE OF BUSINESS:

COUNTY _____ STATE _____ COUNTY _____ STATE _____

IF THE CONTRACTOR IS A CORPORATION, FILL OUT THE FOLLOWING:

STATE OF INCORPORATION: _____

LOCATION OF PRINCIPAL OFFICE: _____

CONTACT PERSONS AT OFFICE: _____

PERSON EXECUTING CONTRACTS ON BEHALF OF CORPORATION:

NAME: _____ ADDRESS: _____

TITLE: _____ CITY _____ STATE ____ ZIP _____

PHONE: _____

NAMES OF OFFICERS: (IF APPLICABLE)

LIST NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:

LIST ALL EQUIPMENT TO BE USED ON THIS PROJECT: (PLEASE USE ATTACHMENT)

NUMBER OF YEARS IN BUSINESS AS A GENERAL CONTRACTOR ON PROJECTS SIMILAR TO THIS PROJECT:

TYPE(S) OF WORK DONE: (CIRCLE)

Asphalt Paving	Storm Sewer	Water & Sanitary Sewer Lines
Concrete Paving	Earth Work	Steel Erection
Misc. Concrete	Bridge Work	Painting
Channel Lining	Demolition	Fog Seal
Pump Stations	Landscaping	Chip Seal

Concrete Structures: Inlets, Box Culverts, Junction Boxes
Other:

COMMENTS:

GREATEST NUMBER OF THIS TYPE CONSTRUCTION CONTRACTS IN EXCESS OF $100,000.00 UNDER CONSTRUCTION AT ONE TIME IN COMPANY'S HISTORY:

GREATEST NUMBER OF THIS TYPE CONSTRUCTION CONTRACTS IN EXCESS OF $200,000.00 UNDER CONSTRUCTION AT ONE TIME IN COMPANY'S HISTORY:

APPROXIMATE AVERAGE OF DOLLAR VOLUME OF INCOMPLETE WORK OUTSTANDING UNDER CONTRACT AT ANY ONE TIME:

A LIST RECENTLY COMPLETED PROJECTS OF THE TYPE OF WORK QUALIFYING FOR OR SIMILAR WORK, PLUS THE FOLLOWING INFORMATION FOR EACH PROJECT:

PROJECT:
OWNER/ENGINEER:

YEAR BUILT: _____ CONTRACT PRICE: _____
CONTACT PERSON: _____ PHONE: _____

PROJECT:
OWNER/ENGINEER:

YEAR BUILT: _____ CONTRACT PRICE: _____
CONTACT PERSON: _____ PHONE: _____

PROJECT:
OWNER/ENGINEER:

YEAR BUILT: _____ CONTRACT PRICE: _____
CONTACT PERSON: _____ PHONE: _____

PROJECT:
OWNER/ENGINEER:

YEAR BUILT: _____ CONTRACT PRICE: _____
CONTACT PERSON: _____ PHONE: _____

(USE ATTACHMENTS IF NECESSARY)

LIST INCOMPLETE PROJECTS, PLUS THE FOLLOWING INFORMATION FOR EACH PROJECT LISTED:

PROJECT:
OWNER/ENGINEER:

YEAR BUILT: _____ CONTRACT PRICE: _____

CONTACT PERSON: _____ PHONE: _____

PROJECT:
OWNER/ENGINEER:

YEAR BUILT: _____ CONTRACT PRICE: _____

CONTACT PERSON: _____ PHONE: _____

PROJECT:
OWNER/ENGINEER:

YEAR BUILT: _____ CONTRACT PRICE: _____

CONTACT PERSON: _____ PHONE: _____

(USE ATTACHMENTS IF NECESSARY)

IF COMPANY IS UNDER NEW MANAGEMENT, PLEASE LIST NAMES OF STAFF AND QUALIFICATION AND/OR EXPERIENCE OF SAID PERSONS. (PLEASE USE ATTACHMENT.)

HAVE YOU OR ANY PRESENT PARTNER(S) OR OFFICER(S) FAILED TO COMPLETE A CONTRACT?_____. IF SO, NAME OF OWNER AND/OR SURETY:

CONTACT PERSON: _____ PHONE: _____

ARE THERE ANY UNSATISFIED DEMANDS UPON YOU AS TO YOUR ACCOUNTS PAYABLE?

IF SO, GIVE NAMES, AMOUNTS, AND EXPLANATIONS: SURETY:

BANK REFERENCE: Bank:

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____Phone: _____

MUNICIPALITY REFERENCE: City:

Contact Person: _____ Position: _____

Address: _____ Phone: _____

OTHER CREDIT REFERENCES:

Name: _____ Name: _____

Address: _____ Address: _____

Phone: _____ Phone: _____

In compliance with Invitation to Bid for above mentioned types of projects, the undersigned is submitting the information as required with the understanding that the purpose is only to assist in determining the qualifications for this organization to perform the type and magnitude of work designated, and further, guarantee the truth and accuracy of all statements made, and will accept your determination of qualifications without prejudice. The surety herein named, any other bonding company, bank, sub-contractor, supplier, or any other person(s), firm(s) or corporation with whom I (we) have done business, or who have extended any credit to me (us) are hereby authorized to furnish you with any information you may request concerning performance on previous work and my (our) credit standing with any of them; and I (we) hereby release any and all such parties from any legal responsibility whatsoever on account of having furnished such information to you.

Signed: _____ Title _____

Company:_____ Date: _____

COPY TO LOCAL UNDERWRITING OFFICE OF PROPOSED SURETY

Name: _____ Phone: _____

Address:_____ City: _____ State: _____

SECTION 2
QUALIFICATION STATEMENT OF BIDDER'S SURETY

SUBMITTED TO:_____

BIDDER:_____

ADDRESS:_____

l. Has this surety furnished contract bonds on contracts now complete?

2. Has this surety furnished contract bonds on contracts now incomplete?

3. What is the maximum bonding capacity of this Contractor?

4. Is the current financial information on this Contractor satisfactory?

5. Does information obtained indicate accounts are paid when Due? _____. If not, give details:

6. Is it your opinion that the bidder has sufficient experience and financial resources to satisfactory perform the contract?

7. Provided this bidder does not assume the commitments or that you do not acquire further information that in your opinion will materially affect the bidder's capacity to perform this contract, will you furnish the bonds as specified?

REMARKS:_____

_____

SURETY:_____

SIGNED: _____

BY: _____

TITLE: _____

ADDRESS: _____

CITY: _____STATE _____ ZIP _____

(IN DUPLICATE)

BID PROPOSAL

PLACE: Norman, Oklahoma

DATE: _____

PROJECT: **BID 2627-7 SUMMIT LAKES STORM SEWER REPLACEMENT**

Proposal of:

_____(hereinafter called "BIDDER") a corporation/a partnership/and individual (strike out inapplicable terms) doing business in the State of _____.

To: The Honorable Mayor and City Council
The City of Norman, Oklahoma

Council members:

The undersigned, as the Bidder, declares that before preparing his bid, he read carefully the instructions to Bidders, the general conditions, and the general detailed specifications, examined the form of the Contract and the several bonds and the information blanks to be submitted, and that he is familiar with all the provisions of the same and with all the requirements of the complete Contract to be entered into bonds to be executed; that he has carefully examined the specifications for the proposed work on file with the City Clerk, Purchasing Agent, and Director of Public Works, that he has examined carefully all local conditions, has informed himself by his independent research and soundings of all the difficulties to be encountered, has judged for himself of the accessibility of the work, and the quantities and character of the materials to be encountered or excavated and all attending circumstances affecting the cost of doing the work and the time required for its completion and that this bid is made with full knowledge of the difficulties that may be encountered and the kinds, quantity, and quality of the work, and materials required or to be encountered, and with full knowledge of all specifications and estimated and all provisions of the Contract and bonds, gained by the independent research of the Bidder.

Said Bidder proposes and agrees that if his proposal is accepted, he will enter into a Contract with the City of Norman, within ten (10) days after the acceptance of his bid, for the furnishing of all necessary machinery, equipment, tools, labor, and materials of construction and to perform all work necessary to erect, construct and install the structures and appurtenances complete in place in the manner and under conditions required by the Contract and by the specifications therefore, on file in the Office of the City Clerk, Purchasing Agent, and Director of Public Works, Norman, Oklahoma, for the following amounts of:

Base Bid: _____Dollars
(In Words)

($)_____ (Numeric)

The Contractor hereby agrees to commence work within ten (10) days following issuance of a written NOTICE-TO-PROCEED from the Engineer. The contract period is as follows:

SUMMIT LAKES STORM SEWER REPLACEMENT

1) 90 Calendar Days
   a) 90 Calendar Days does not include weather days
      i) Weather days to be determined by the engineer or stormwater program manager

Calendar Days does not include weather days
Weather days to be determined by the engineer or streets program manager

If partnership, give name address of each member.

Signed:_____
(Contractor)

_____ By: _____
(Agent)

_____ Address: _____

Incorporated under the laws of

_____
(State)

STATE OF _____)
)
COUNTY OF _____)

_____ of lawful age, being first duly sworn, upon his oath deposes and says: That he executed the accompanying bid on behalf of the Bidder therein named for the construction of the above improvement in the City of Norman, Oklahoma, and that he had lawful authority to do so and said Bidder has not directly nor indirectly entered into any agreement, expressed or implied, with any Bidder or Bidders, having for its object the controlling of the price or amount of such bid or bids, the paying to anyone any money for promotion out to any Bidder or Bidders or other persons of any part of the Contract or any part of the subject matter the bid or bids of the profits thereof, and that he has not and will not divulge the sealed bid on such public improvements to any persons whatsoever, except those having partnership or other financial interest with him in said bid or bids, until after the said sealed bid or bids are opened.

Signed: _____

Subscribed and sworn to before me, a Notary Public, in and for the State of _____,

County of _____, this _____ day of _____, 20___.

My Commission Expires:

_____ _____
Notary Public

SUMMIT LAKES STORM SEWER REPLACEMENT
BID No. 2526-28

ITEM	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
1	UNCLASSIFIED EXCAVATION	CY	480.00		
2	TOPSOIL	CY	236.00		
3	SELECT BACKFILL	CY	233.00		
4	SILT FENCE	LF	580.00		
5	INLET SEDIMENT FILTER	EA	4.00		
6	SOLID SLAB SODDING	SY	1699.00		
7	CONCRETE FLUME	CY	4.00		
8	18" REINFORCED CONCRETE PIPE	LF	28.00		
9	5'x4' REINFORCED CONCRETE BOX CULVERT	LF	231.00		
10	TYPE 1 SMD INLET WITH TYPE 1 GRATE	EA	4.00		
11	4' DIA. MANHOLE	EA	1.00		
12	ALUMINUM FENCING	LF	60.00		
13	6' STOCKADE FENCE	LF	200.00		
14	REMOVAL OF 6' STOCKADE FENCING	LF	200.00		
15	REMOVE AND RESET BOLLARDS	LSUM	1.00		
16	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LSUM	1.00		
17	TEMPORARY CHAIN LINK FENCING	LF	320.00		
18	TEMPORARY TRAFFIC CONTROL	LSUM	1.00		
19	STABILIZED CONSTRUCTION ENTRANCE	EA	1.00		
20	CLASS C CONCRETE (FOR CONC. PAD FOR BENCH)	CY	1.00		
21	MOBILIZATION AND STAKING	LSUM	1.00		
22	STORM WATER POLLUTION PREVENTION PLAN	LSUM	1.00		

SUMMIT LAKES STORM SEWER REPLACEMENT Base Bid:

($) _____ (Numeric)

_____

Dollar (Written)

Summit Hollow Dr

N
W E
S

1 inch = 102 feet

The City of Norman assumes no responsibility for errors or omissions in the information presented.

SPECIAL PROVISIONS

SECTION 100

100 SPECIAL PROVISIONS

All construction performed under this Contract, which specifications are hereby amended and augmented with respect to the clauses or requirements cited in the following Special Provisions and no other clauses or requirements are waived or changed hereby.

These Special Provisions supplement the City of Norman Standard Specifications and Construction Drawings for Streets, Storm Drainage, Water Line, and Sanitary Sewers and shall be considered as a part of the specifications and Contract. In case of conflict between stipulations of the Special Provisions and the Standard Specifications, the Special Provisions shall take precedence and govern. Interpretation of the specifications shall be made by the Engineer.

The work herein contemplated consists of furnishing all tools, labor, plant equipment, materials, and performing all work necessary for the construction, complete of all improvements, in strict accordance with these specifications.

101 PRE-CONSTRUCTION CONFERENCE

Within ten (10) days after the Effective Date of Agreement, but before Contractor starts the work at the site, a prework meeting will be held to discuss the Contractor's schedule, procedures for handling shop drawings and other submittals, processing applications for payment and to establish a working understanding among the parties as to the Work.

The monthly pay estimate may be withheld until a satisfactory schedule is received by the Engineer. The Contractor shall update the schedule on a monthly basis.

102 TAX STATUS

Upon selection of a CONTRACTOR for this project, the City of Norman will issue a sales tax exempt status to the CONTRACTOR for the purchase of project materials. This exemption will cover only materials used for this project and in no way affects the payroll or employment tax status of the CONTRACTOR.

103 MATERIAL SPECIFICATIONS

103.1 Compacted Fill

Fill shall conform to the Oklahoma Department of Transportation Standard Specifications for Highway Construction Sections 300 and 703 (2009).

104 TESTING

All costs of tests on materials which meet specification requirements shall be at the expense of the City. All costs of failing tests shall be at the expense of the contractor. All tests will be in accordance with the appropriate specifications. All failing tests have the costs for said test, at the current rate, deducted from the contract.

105 SWPPP DOCUMENTATION & MANAGEMENT

Stormwater Pollution Prevention Plan will include all erosion control measures and requirements including materials, labor, and incidentals to other items of bid to meet SWPPP requirements of local, State, and Federal agencies. SWPPP form can be found under APPENDIX A in this document.

SPECIAL PROVISIONS

SECTION 200

6’ STOCKADE FENCE

200 DESCRIPTION
This item shall consist of furnishing all labor, materials, equipment, and incidentals necessary to construct a **6-foot tall cedar privacy fence** with **steel or wood posts** and **4-inch wide cedar pickets**, complete in place, in accordance with these specifications and as shown on the plans.

201 MATERIALS

201.1 Cedar Fence Boards (Pickets)
Fence pickets shall meet the following requirements:

Material: **Western Red Cedar** or approved equal
Nominal Width: **4 inches**
Nominal Thickness: **Minimum ¾ inch**
Height: **6 feet** above finished grade
Grade: **#1 or better**, free from excessive knots, splits, warping, or decay
Finish: Smooth or rough-sawn as approved by the Engineer
Pickets shall be installed vertically with uniform spacing.

201.2 Rails (Stringers)
Horizontal rails shall be:

Cedar lumber, minimum **2-inch x 4-inch** nominal size
Minimum of **three (3) rails** per fence panel
Securely fastened to steel posts using approved brackets or fasteners

201.3 Steel Posts
Steel Fence posts shall be:

Material: **Galvanized steel**
Minimum Size: **2-3/8 inch OD Schedule 40 steel pipe** *or approved square steel tubing equivalent*
Post Spacing: Maximum **8 feet on center** unless otherwise shown
Coating: Hot-dip galvanized or powder-coated finish

201.4 Wood Posts
Fence posts shall be:

Material: **Pressure-treated pine**
Minimum Size: **4” x 4” square posts**
Post Spacing: Maximum **8 feet on center** unless otherwise shown

201.5 Fasteners

Fasteners shall be:

Corrosion-resistant screws or nails
Stainless steel or hot-dipped galvanized
Screws are preferred for long-term durability

201.6 Concrete Footings
Posts shall be set in concrete footings:

Minimum Diameter: **12 inches**
Minimum Depth: **30 inches** below finished grade
Concrete Strength: Minimum **3,000 psi**
Footings shall be placed below frost depth where applicable

202 CONSTRUCTION REQUIREMENTS

202.1 Installation

The fence shall be constructed true to line and grade. The Contractor shall:

Verify fence alignment prior to installation
Ensure posts are plumb and properly anchored
Install pickets uniformly with consistent spacing
Maintain a clean, professional appearance
Fence height shall be measured from finished grade to the top of the pickets.

202.2 Workmanship

All fence components shall be installed in a neat and workmanlike manner. Damaged, split, or warped boards shall be replaced at no additional cost.

203 MEASUREMENT

This item will be measured by the **linear foot (LF)** of fence installed, complete in place, measured along the centerline of the fence.

204 PAYMENT

Payment will be made at the contract unit price per linear foot for:

6' STOCKADE FENCING

This price shall include:

Cedar pickets, rails, and accessories
Steel or Wood posts and concrete footings
Fasteners, hardware, labor, and equipment
Complete installation and site cleanup

SPECIAL PROVISIONS

SECTION 300

4-FOOT RESIDENTIAL ALUMINUM FENCING

300 DESCRIPTION
This Special Provision governs the furnishing and installation of 4-foot tall residential aluminum fencing matching the style of existing fencing.

301 MATERIALS
The Contractor shall provide a 4-foot high residential-grade aluminum fence system.

301.1 Product Submittal
The Contractor shall submit fencing product information to the Inspector for approval prior to installation.

302 CONSTRUCTION REQUIREMENTS
Fencing shall be installed strictly in accordance with the manufacturer's latest published recommendations.

303 MEASUREMENT AND PAYMENT
Payment shall be full compensation for furnishing all materials, labor, equipment, installation, and all incidentals necessary to complete the work in accordance with the Plans, Specifications, and manufacturer's recommendations.

BID AFFIDAVITS

BID 2526-28 SUMMIT LAKES STORM SEWER REPLACEMENT

Name and Address of Bidder: _____

_____

Contact Person: _____ Telephone No. _____

The following affidavits are to accompany the bid:

A. Non-Collusion Affidavit

1. For purposes of competitive bids, I certify:

a) I am the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and municipal officers or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;

b) I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and having been personally and directly involved in the proceedings leading to the submission of such bid; and

c) Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

1. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,

2. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

3. in any discussions between bidders and any municipal official concerning any exchange of money or other thing of value for special consideration in the letting of a contract.

2. I certify, if awarded the contract, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Norman any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

_____
(Bidder Company Name)

By: _____
Name: _____
Title: _____

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

_____
Notary Public

My Commission Expires: _____
(SEAL)

B. Business Relationships Affidavit

STATE OF _____)
) ss:
COUNTY OF _____)

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

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

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

(If none of the business relationships herein above mentioned exist, Affidavit should so state.)

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

_____
Notary Public

My Commission Expires:

_____

CERTIFICATE OF NONDISCRIMINATION

In connection with the performance of work under this contract, the Contractor agrees as follows:

A. The contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. The Contractor shall take affirmative action to ensure that employees are treated without regard to their race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor and Subcontractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions in this section.

B. In the event of the Contractor's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City Council. The Contractor may be declared by the City Council ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.

C. The Contractor agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

I have read the above stated clauses and agree to abide by their requirements.

_____
Contractor

ATTEST:

_____
Name and Title

"FALSE INFORMATION AFFIDAVIT"

STATE OF_____)
) ss:
COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of _____ to submit the above Contract to the City of Norman, Oklahoma.

This affidavit further states that neither the bidding company nor any other company, owned or previously owned by anyone who is in an ownership or managerial capacity with the bidding company has ever knowingly submitted false information to the City.

_____
Contractor

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

_____
Notary Public

My Commission Expires:

_____

C O N T R A C T

THIS CONTRACT made and entered into this_____day of_____, 20__, by and between _____as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

W I T N E S S E T H

WHEREAS, the CITY has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Notice to Bidders to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following projects:

BID 2526-28 SUMMIT LAKES STORM SEWER REPLACEMENT

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the CONTRACTOR in response to said Notice to Bidders, has submitted to the CITY in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the CITY, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named CONTRACTOR to be the lowest and best Bidder on the above-prepared project, and has duly awarded this CONTRACT to said CONTRACTOR, for the sum named in the proposal, to wit:

(WRITTEN) (DOLLARS);

(NUMERALS) ($).

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:

l) The CONTRACTOR shall, in a good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and the following CONTRACT Documents: The Bid Notice published in the Norman Transcript, the Notice to Bidders, Instructions to Bidders, the Contractor's Bid or Proposal, the Construction Drawings, Specifications, Provisions, and Bonds thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.

2) The CITY shall make payments as stipulated in the contract documents to the CONTRACTOR in the following manner: On or about the first day of each month, the project engineer, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project engineer, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 62, Section 310.9.

On completion of the work, but prior to the acceptance thereof by the CITY, it shall be the duty of the project engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations, said official shall make his final certificate to the CITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainages) will be approved and paid.

3) It is further agreed that the CONTRACTOR will commence said work within 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously. Any suspension of work must be approved by the engineer or the engineer's representative. The contract period is as follows:

SUMMIT LAKES STORM SEWER REPLACEMENT

a. 90 Calendar Days
    i. 90 Calendar Days does not include weather days
        1. Weather days to be determined by the engineer or the streets program manager

Calendar Days does not include weather days
Weather days to be determined by the engineer or streets program manager

4) That the CITY shall pay the CONTRACTOR for the work performed as follows:

a. Payment for unit price items shall be at the unit price bid for actual construction quantities.

b. Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities. Should any defective work or materials be discovered or should a reasonable doubt rise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.

And that the CONTRACTOR'S bid is hereby made a part of this Agreement.

5) The amount of retainage with respect to progress payments will be 5%, or as otherwise permitted by applicable law.

6) 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, executed by the CITY; and that in the event any additional are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

7) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the CITY, the CONTRACTOR shall be compensated therefore at the unit price and as agreed to by both parties in the execution of the Change Order.

8) 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 CITY 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 therefore by the CITY.

9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR further agrees to pay liquidated damages, as stipulated in the contract document and the General Conditions included in the City of Norman Standard Specifications and Construction Drawings, for each calendar day thereafter.

10) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the CITY prior to issuance of the Work Order and commencement of work on the project. The CONTRACTOR shall provide written documentation from the Maintenance Bond Company that all work, including Change Orders, is covered by the Maintenance Bond before final acceptance of the project.

11) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four (4) duplicate originals, the day and year first above written.

12) To that end, no provision of this CONTRACT or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the CITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the CITY or in any way to restrict the freedom of the third person to the CITY or in any way to restrict the freedom of the CITY to exercise full discretion in its dealing with the Contractor.

13) The sworn, notarized statement below must be signed and notarized before this Contract will become effective.

STATE OF Oklahoma)
) ss:
COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by CONTRACTOR to submit the above CONTRACT to the CITY. Affidavit further states that CONTRACTOR has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the CITY any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.

_____
Contractor

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

_____
Notary Public

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the_____ day of _____ 20___, and the_____ day of _____,_20___.

(Corporate Seal) (where applicable)

Principal

ATTEST:
Authorized Representative

_____
Corporate Secretary (where applicable)

Signed:_____

Title: _____

Address _____

Telephone:_____

CITY OF NORMAN:

Approved as to form and legality this_____day of_____ 20____.

_____
City Attorney

Approved by the Council of the City of Norman, this ____day of _____, 20___.

ATTEST:

_____ _____
City Clerk Mayor

CONTRACT AFFIDAVIT

STATE OF _____)
) ss:
COUNTY OF_____)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of _____to submit the above Contract to the City of Norman, Oklahoma.

Affidavit further states that such firm has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

_____
Contractor

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

_____
Notary Public

My Commission Expires:

_____

CITY OF NORMAN

M A I N T E N A N C E B O N D

Know all men by these presents that _____, as Principal, and _____, a corporation organized under the laws of the State of_____, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of _____DOLLARS ($_____), such sum being equal to the contract price and being in force for a period of one year from the date of the acceptance of the below described improvements by the City Council, and thereafter for the sum of _____DOLLARS ($_____), such sum being no less than twenty-five percent (25%) of the contract price and being in force for a period of two years thereafter, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best bidder on the following project:

BID 2526-28 SUMMIT LAKES STORM SEWER REPLACEMENT

has entered into a written CONTRACT (K-2627-30) with the CITY OF NORMAN, dated this _____ day of _____, 20___ for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by references as if fully set forth; and,

WHEREAS, under the ordinances of the CITY the PRINCIPAL is required to furnish to the CITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW, THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the CITY or expense to the CITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of three (3) years from the date of the written final acceptance by the CITY, then this obligation shall be null and void. The amount of the Maintenance Bond shall be 100 % of the contract amount. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the CITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

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

IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the ___ day of _____, 20___, and the SURETY has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its authorized representative(s) on the _____ day of _____, 20___.

(Corporate Seal) (where applicable)

ATTEST:

_____

Corporate Secretary (where applicable)

Principal
Signed:_____
Authorized Representative
Title: _____

Address: _____

_____

Telephone: _____

(Corporate Seal) (where applicable)

ATTEST:

Surety: _____

Signed: _____
Authorized Representative

Printed: _____
Authorized Representative

Title: _____

Address: _____

Telephone:_____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20__, by _____(Name and Title), of _____, a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires:

_____

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20___, by _____(Name and Title) of _____, a(n) corporation.

WITNESS my hand and seal this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires:
_____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20___, by _____(Name and Title)_____ (partner/agent) on behalf of _____, a partnership.

WITNESS my hand and seal this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires:
_____

CITY OF NORMAN

Approved as to form and legality this_____ day of _____, 20___.

_____
City Attorney

Approved by the Council of the City of Norman this _____ day of _____, 20___.

ATTEST:

_____ _____
City Clerk Mayor

P E R F O R M A N C E B O N D

Know all men by these presents, that _____as PRINCIPAL, and _____ Corporation organized under the laws of the State of _____ and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of _____DOLLARS, ($_____), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

BID 2526-28 SUMMIT LAKES STORM SEWER REPLACEMENT

has entered into a written CONTRACT (K-2627-30) with THE CITY OF NORMAN, dated this _____ day of _____, 20___ for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by said CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the CITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of PRINCIPAL of his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the CITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect.

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

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), and the _____day of _____, 20___ and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the day of_____, 20___.

(Corporate Seal) (where applicable)

ATTEST:

_____

Corporate Secretary (where applicable)

Principal
Signed: _____
Authorized Representative
Title: _____

Address: _____

_____

Telephone: _____

(Corporate Seal) (where applicable)

ATTEST:

Surety: _____

Signed: _____
Authorized Representative

Printed:_____
Authorized Representative

Title: _____

Address: _____

Telephone: _____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20___, by _____ (Name and Title), of _____, a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this _____ day of _____, 20____.

_____
Notary Public

My Commission Expires:

_____

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by _____(Name and Title) of _____,
a(n) corporation.

WITNESS my hand and seal this _____ day of _____, 20__.

_____
Notary Public

My Commission Expires:
_____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by _____ (Name and Title) _____ (partner/agent) on behalf of _____, a partnership.

WITNESS my hand and seal this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires:
_____

CITY OF NORMAN

Approved as to form and legality this _____ day of _____, 20___.

_____
City Attorney

Approved by the Council of the City of Norman this _____ day of _____, 20___.

ATTEST:

_____ _____
City Clerk Mayor

S T A T U T O R Y B O N D

Know all men by these presents that _____ as PRINICPAL, and _____, a corporation organized under the laws of the State 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 sum of _____DOLLARS ($_____), or the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

BID 2526-28 SUMMIT LAKES STORM SEWER REPLACEMENT

has entered into a written CONTRACT (K-2627-30) with THE CITY OF NORMAN, dated this _____ day of _____, 20___, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 6l O.S. S2, for the amount so due and unpaid.

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

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the _____day of_____, 20___ , and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the_____ day of _____, 20___.

(Corporate Seal) (where applicable)

ATTEST

_____
Corporate Secretary (where applicable)

Principal
Signed: _____
Authorized Representative
Title: _____

Address: _____

_____

Telephone: _____

Statutory Bond No. B-2627-29
Page 1 of 3

(Corporate Seal) (where applicable)

Surety: _____

ATTEST:

Signed: _____
Authorized Representative

Printed: _____
Authorized Representative

Title: _____

Address: _____

Telephone: _____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20___, by _____ (Name and Title), of _____,
a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires:
_____

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20___, by _____(Name and Title) of _____,
a(n) corporation.

WITNESS my hand and seal this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires:
_____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20___, by _____ (Name and Title) _____ (partner/agent) on behalf of _____, a partnership.

WITNESS my hand and seal this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires:
_____

CITY OF NORMAN

Approved as to form and legality this _____ day of _____, 20___.

_____
City Attorney

Approved by the Council of the City of Norman this _____ day of _____, 20___.

ATTEST:

_____ _____
City Clerk Mayor

City of Norman
Purchasing Division
P.O. Box 370
Norman, OK 73070

A F F I D A V I T

State of _____ PO No. _____

County of _____ Invoice No._____

Amount $ _____

In accordance with the Constitution of the State of Oklahoma Title 62, Section 310.9, this form must be completed and Submitted before any invoice over $25,000.00 can be processed for payment.

The undersigned CONTRACTOR, of lawful age, being duly sworn, on oath says that this invoice or claim is true and correct and that (s)he is authorized to submit the invoice pursuant to an approved Contract. Affidavit further states that the work as shown by this invoice have been completed in accordance with the plans, specifications furnished the Affidavit. Affidavit further states that (s)he has made no payment, given, or donated or agreed to pay, give or donate, either directly or indirectly, to any elected official, officer or employee of the City of Norman, or money or any other thing of value to obtain payment of the invoice or procure award of this Contract order pursuant to which an invoice is submitted.

_____
Company Name

_____
By: Architect, Contractor, Supplier, Engineer or Supervisory

_____
Official

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

_____
Notary Public
(or officer having power to administer oaths)

My Commission Expires:
_____

BID 2526-28 SUMMIT LAKES STORM SEWER REPLACEMENT

APPLICATION AND CERTIFICATE FOR PAYMENT

LOCATION: ENGINEER:

TO: CITY OF NORMAN: CONTRACTOR:

APPLICATION DATE: APPLICATION NO.

PERIOD FROM: TO:

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner — ADDITIONS $ — DEDUCTIONS $

TOTAL

Subsequent Change Orders

Number — Approved (Date)

TOTALS

Net change by Change Orders $_____

Application is made for Payment, as shown below, in connection with the Contract. The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM	$_____
Net change by Change Orders	$_____
CONTRACT SUM TO DATE	$_____
TOTAL COMPLETED & STORED TO DATE	$_____
RETAINAGE _____ %	$_____
TOTAL EARNED LESS RETAINAGE	$_____
LESS PREVIOUS CERTIFICATES FOR PAYMENT	$_____

The undersigned Contractor certifies that the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for work for which previous Certificates for Payment were issued and payments received from the City, and that the current payment shown herein is now due.

CONTRACTOR:
By:_____ Date: _____

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Inspector certifies to the City that to the best of the Inspector's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. $_____

INSPECTOR:
BY:_____

ENGINEER/OWNER
BY: _____

APPENDIX A

Stormwater Pollution Prevention Plan (SWP3)

For Construction Activities At:

Project/Site Name
Project Site Location/Address
City, State, Zip Code
Project/Site Telephone Number

SWP3 Prepared For:

Company Name
Contact Person's Name
Address
City, State, Zip Code
Telephone Number

SWP3 Prepared By:

Company Name
Contact Person's Name
Address
City, State, Zip Code
Telephone Number

Estimated Project Dates:

Project Start Date: __ __ / __ __ / __ __ __ __
Project Completion Date: __ __ / __ __ / __ __ __ __

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Section 1: Stormwater Team and Project/Site Information

1.1 Stormwater Team

The following personnel, along with their role and responsibility, will be part of the **stormwater team** for my construction site:

Team Lead #1 **Primary Operator**	**Roles & Responsibilities**
Name:	
Title:	
Phone #:	

Team Lead #2 **Secondary Operator**	**Roles & Responsibilities**
Name:	
Title:	
Phone #:	

Team Lead #3 **(specify in Title)**	**Roles & Responsibilities**
Name:	
Title:	
Phone #:	

1.2 Nature of Construction Activity and Project Information

Project/Site Name and Address	
Project/Site Name:	
Project/Site Street/Location:	
City: Norman	**County**: Cleveland
State: OK	**ZIP Code**:

General Description of the Project/Site: Bridge repair and/or maintenance

Estimated project start date:	
Estimated project end date:	
Total area of the construction site:	**(acres)**
Estimated area to be disturbed:	**(acres)**
Estimated current impervious area at the site:	**(acres)**
Estimated impervious area after construction:	**(acres)**
Pre-construction runoff coefficient of the site:	
Post-construction runoff coefficient of the site:	

Purpose of the Construction Project/Site:

☐ Residential ☐ Commercial ☐ Wind Farm ☒ Road/Bridge

☐ Other(s), please specify: Click here to enter text.

Project Latitude/Longitude (Physical entrance **OR** for linear project, include latitude/longitude of **start and end points)**	
Latitude:	**Longitude:**
1. _ _ ° _ _ ' _ _._ _ '' N (degrees, minutes, seconds)	1. _ _ ° _ _ ' _ _._ _ '' W (degrees, minutes, seconds)
2. _ _ . _ _ _ _ ° N (decimal)	2. _ _ . _ _ _ _ ° W (decimal)
Latitude:	**Longitude:**
1. _ _ ° _ _ ' _ _._ _ '' N (degrees, minutes, seconds)	1. _ _ ° _ _ ' _ _._ _ '' W (degrees, minutes, seconds)
2. _ _ . _ _ _ _ ° N (decimal)	2. _ _ . _ _ _ _ ° W (decimal)

Description of soil type(s) and fill materials:

Description of slopes (describe existing slopes and note any changes due to grading or fill activities):
Description of drainage patterns (describe existing drainage patterns and note any changes dues to grading or fill activities):
Description of existing or baseline vegetation on or immediately surrounding the project area:
Climate/Rainfall Patterns - check the box that applies:
☐ (0-20" annual rainfall) ☐ (20" -30" annual rainfall)
☒ (30"-40" annual rainfall) ☐ (40" -50" annual rainfall)

1.3 Construction Support Activities

Type of Construction Support Activities [1]	Will be Present at the Construction Site?
Equipment Staging Yards	☒ Yes ☐ No
Material Storage Areas	☒ Yes ☐ No
Excavated Material Disposal Areas	☐ Yes ☒ No
Borrow Areas	☐ Yes ☒ No
Concrete Batch Plant	☐ Yes ☒ No
Asphalt Plant	☐ Yes ☒ No

1.4 Sequence of Construction Activities

No.	Sequence of Construction Activities	Estimated Start Date	Duration (in Days)
1.	Install construction access/entrance to site, designate areas for equipment parking/staging area, install perimeter control and inlet protection		
2.	Land clearing and grading, site preparation (cutting, filling, and grading, sediment traps, barriers, diversions, drains, surface roughening)		

3.	Surface stabilization - temporary and permanent hydraulic mulching, hydroseeding, straw mulch, sodding, riprap		
4.	Building construction - buildings, utilities, paving etc.		
5.	Landscaping and final stabilization, top-soiling, trees and shrubs, permanent seeding, mulching, sodding, riprap		
6.	Removal of all structural controls where applicable		

1.5 Allowable Non-Stormwater Discharges

No.	Type of Allowable Non-Stormwater Discharge	Likely to be Present at Construction Site?
1.	Fire hydrant flushing	☐ Yes ☒ No
2.	Waters used to wash vehicles and equipment	☐ Yes ☒ No
3.	Water used to control dust	☒ Yes ☐ No
4.	Potable water including uncontaminated water line flushing	☒ Yes ☐ No
5.	Routine external building wash down	☐ Yes ☒ No
6.	Pavement washing waters	☐ Yes ☒ No
7.	Uncontaminated air conditioning or compressor condensate	☐ Yes ☒ No
8.	Uncontaminated, non-turbid discharges of ground water or spring water	☒ Yes ☐ No
9.	Foundation or footing drains	☐ Yes ☒ No
10.	Landscape Irrigation	☒ Yes ☐ No
11.	Discharges from emergency fire-fighting activities	☐ Yes ☒ No
12.	Uncontaminated construction dewatering water	☒ Yes ☐ No

Section 2: Site Description and Site Map

2.1 Receiving Waters/Discharge Information

No.	Name of the Receiving Waters	Is this surface water listed as impaired?	Cause of Impairment [1]	Has a TMDL [2] been completed?	TMDL Pollutant(s)
1.		☐ Yes ☐ No		☐ Yes ☐ No	
2.		☐ Yes ☐ No		☐ Yes ☐ No	

Does the project/site discharge stormwater to an **Aquatic Resource of Concern (ARC) or the Lake Thunderbird watershed**?

☐ Yes ☒ No

Does the project/site discharge stormwater into a Municipal Separate Storm Sewer System (MS4)?

☒ Yes ☐ No

If yes, what is the name of the MS4 operator? City of Norman

2.2 General Location & Site Map

A **general location map** is included in **Attachment A** of this SWP3. The **site map or series of maps** for this facility can be found in **Attachment B** of this SWP3.

Section 3: Construction Site Pollutants

3.1 Pollutant-Generating Activities

Potential sources of sediment to stormwater runoff:

Clearing and grubbing operations, grading and site excavation operations, vehicle tracking, topsoil stripping and stockpiling, landscaping operations

Potential sources of pollutants, other than sediment, to stormwater runoff:

- Combined Staging Area - small fueling activities, minor equipment maintenance, sanitary facilities, and hazardous waste storage.
- Materials Storage Area - general building materials, solvents, adhesives, paving materials, paints, aggregates, trash, etc.
- Construction Activity - paving, curb/gutter installation, concrete pouring/mortar/stucco, and building construction
- Concrete Washout Area

3.2 List of Potential Pollutants

Check	Materials/Chemicals	Stormwater Pollutants
☒	Dirt from land disturbed area	Sediment
☒	Fertilizer and dirt/soil	Nitrogen, phosphorous
☒	Concrete	Limestone, sand, pH, chromium
☐	Glue, adhesives	Polymers, epoxies
☐	Paints	Metal oxides, Stoddard solvent, talc, calcium carbonate, arsenic
☒	Curing compounds	Naphtha
☒	Hydraulic oil/fluids	Mineral oil
☐	Gasoline	Benzene, ethyl benzene, toluene, xylene, MTBE
☐	Diesel Fuel	Petroleum distillate, oil & grease, naphthalene, xylenes
☐	Antifreeze/coolant	Ethylene glycol, propylene glycol, heavy metals (copper, lead, zinc)
☒	Sanitary toilets	Bacteria, parasites, and viruses

Section 4: Compliance with Federal and State Requirements

4.1 Endangered or Threatened Species Protection

Eligibility Criterion

Under which criterion listed in NOI is the construction project/site eligible for coverage under the OKR10 permit?

☒ **A** ☐ **B** ☐ **C** ☐ **D** ☐ **E**

4.2 Federal, State, or Local Historic Preservation Laws

Will stormwater discharges or stormwater discharge-related activities (e.g., catch basin, pond, culver, etc.) affect a property that is protected by Federal, State, or local historic preservation laws? ☐ Yes ☒ No

4.3 TMDL Requirements

Does the construction project/site discharge stormwater into a receiving stream that has an approved TMDL or watershed plan or local compliance plan?

☐ Yes ☒ No

If yes, is there any waste load allocations (WLAs) and/or the TMDL's associated implementation plan requirements applicable to stormwater discharges from the construction activity?

☐ Yes ☒ No

Does the construction project/site discharge stormwater to the **Lake Thunderbird watershed**?

☐ Yes ☒ No

If yes, the following control measures will be used to meet the Lake Thunderbird TMDL requirements:

- ☐ **Additional Pollutant Prevention or Discharge Monitoring** - You must comply with any additional requirements established by the local MS4 municipalities;
- ☐ **Sites of Five Acres or Larger** - You must submit a copy of SWP3 to DEQ for review;
- ☐ **Vegetated Buffer** - You must ensure that a vegetated buffer of at least 100 feet is retained or successfully established or planted between the area disturbed and all receiving streams. If the nature of the construction activity or the construction site makes a buffer impossible, you must provide equivalent controls. There are exceptions from this requirement for water crossings, limited water access, and stream restoration authorized under a CWA Section 404 permit;
- ☐ **Sediment Basins** - For all drainage locations serving 5 or more acres disturbed at one time, you must use a temporary or permanent sediment basin and/or sediment traps to minimize sediment discharges;

- ☐ **Site Inspection** - You must conduct site inspections once every 7 calendar days at a minimum, and within 24 hours of a storm event of 0.5 inches or greater and within 24 hours of a discharge caused by snowmelt;
- ☐ **Corrective Actions** - You must implement corrective actions (e.g., repair, modify, or replace any stormwater control used at the site, clean up and dispose of spills, releases, or other deposits, or remedy a permit violation) by no later than 7 calendar days from the time of discovery. If it is infeasible to complete the installation or repair within 7 calendar days, you must document in your records why it is infeasible to complete the installation or repair within the 7 calendar days timeframe and document your schedule for installing the stormwater controls and making them operational as soon as practicable after the 7 days timeframe;
- ☐ **Stabilization** - You must initiate stabilization measures immediately whenever earth-disturbing activities have permanently or temporary ceased on any portion of the site and will not resume for a period exceeding 14 calendar days. You are required to complete the stabilization activities within 7 calendar days after the permanent or temporary cessation;
- ☐ **Soil Nutrient Testing** - You are required to conduct a soil nutrient test to determine actual nutrient needs before applying fertilizer on your site. Fertilizer application must be limited to that necessary to meet actual needs on the site.

Section 5: Stormwater Control Measures

The purpose of the implementation of different stormwater pollution controls is to reduce pollutants in the stormwater and the volume of stormwater leaving the construction site. All pollution control measures will be selected, installed, and maintained in accordance with the manufacturer's specifications and good engineering practices.

5.1 Stabilization Practices

Deadline to Initiate Stabilization: I shall initiate stabilization measures **immediately** whenever earth-disturbing activities have permanently or temporarily ceased on any portion of the site and will not resume for a period of 14 or more calendar days.

Deadline to Complete Stabilization:

☒ I shall complete stabilization measures **as soon as practicable** but no later than 14 calendar days after the initiation of soil stabilization.

☐ My project/site is located in ARC or Lake Thunderbird watershed; I shall complete stabilization measures **as soon as practicable** but no later than 7 calendar days after the initiation of soil stabilization.

Temporary Stabilization: The following controls/BMPs will be used to temporarily stabilize exposed portions of the construction site (*select all that apply*):

☒ **Rolled erosion control products such as geotextiles, blankets or plastic cover** ☐ **Soil binders**

☒ **Straw mulch** ☐ **Wood mulch** ☐ **Compost Blanket** ☐ **Other, _____**

Permanent Stabilization: The following controls will be used to permanently stabilize the exposed portions of the construction site (*select all that apply*):

☒ **Riprap/Flexamat** ☒ **Sod** ☐ **Planted vegetation** ☐ **Other, _____**

5.2 Natural Buffers and/or Equivalent Sediment Controls

Buffer Compliance Alternatives

Are there any **waters of the State** that are located within 50 feet (or 100 feet if the construction site is a high priority construction site or located in Lake Thunderbird Watershed) of your construction disturbances as measured from the top of the bank to the disturbed portions of your site?

☒ Yes ☐ No

If Yes, check the compliance alternative that you have chosen:

☐ I will provide and maintain a 50 feet (or **100 feet** if the construction site is a high priority construction site or located in Lake Thunderbird Watershed) undisturbed natural buffer.

☐ I will provide and maintain an undisturbed natural buffer that is less than 50 feet (or **100 feet** if the construction site is located in ARC or ORW or Lake Thunderbird Watershed) and is supplemented by

additional erosion and sediment controls, which in combination achieves the sediment load reduction equivalent to required undisturbed natural buffer.

☐ It is infeasible to provide and maintain an undisturbed natural buffer of any size; therefore, I will implement erosion and sediment controls that will achieve the sediment load reduction equivalent to a 50 feet (or 100 feet if the construction site is located in ARC or ORW or Lake Thunderbird Watershed) undisturbed natural buffer.

☒ I qualify for one of the following exceptions (*select one that applies to your project/site*):

- ☐ There is no discharge of stormwater to the surface water that is located 50 feet from my construction disturbances.
- ☒ No natural buffer exists due to preexisting development disturbances that occurred prior to the initiation of planning for this project.
- ☐ Buffer disturbances are authorized under a CWA Section 404 permit.
- ☐ Buffer disturbances will occur for the construction of a water-dependent structure or water access area (e.g., pier, boat ramp, and trail).

5.3 Structural Controls/Best Management Practices (BMPs)

5.3.1 Perimeter Control

Description: Silt fence

Installation Date(s): Prior to earth disturbing activity, or as soon as practical thereafter

Maintenance Requirements: I shall remove sediment before it has accumulated to one-half of the above-ground height of any perimeter control. Silt fence will be inspected for rips or tears in the fabric, areas where the fence has been knocked down and areas where the fence has been undermined.

5.3.2 Sediment Track-Out

Description: Rock construction exit

Installation Date(s): Prior to earth disturbing activity, or as soon as practical thereafter

Maintenance Requirements:

- ☒ I shall remove the track-out by sweeping, shoveling, or vacuuming these surfaces, or by using other similarly effective means of sediment removal.
- ☒ I shall remove the deposited sediment by the **end of the same work day** in which the track-out occurs or by the end of the next work day if track-out occurs on a non-work day where sediment has been tracked-out from my construction site onto the surface of off-site streets, other paved areas, and sidewalks.
- ☒ I am prohibited from hosing or sweeping tracked-out sediment into any stormwater conveyance (unless it is connected to a sediment basin, sediment trap, or similarly effective control).

5.3.3 Stockpiled Sediment or Soil

Sediment will not be stockpiled on site.

5.3.4 Minimize Dust

To avoid any pollutants, particularly soil/sediment, from being discharged into surface waters, I shall apply/spray water using spray truck or sprinklers to minimize the generation of dust from my construction site.

5.3.5 Minimize the Disturbance of Steep Slopes

I shall minimize the disturbance of steep slopes (40% or greater) as much as possible and practicable.

5.3.6 Preserve Topsoil

I shall preserve native topsoil on our site as much as possible and practicable.

5.3.7 Minimize Soil Compaction

In areas where final vegetative stabilization will occur or where infiltration practices will be installed, I shall restrict vehicle and/or equipment use in these areas to avoid or minimize soil compaction.

5.3.8 Protection of Storm Drain Inlets

Description: Compost filter sock

Installation Date(s): Prior to earth disturbing activity

Maintenance Requirements: I shall remove and replace the socks as sediment accumulates, the sock is damaged, and/or performance is compromised. Where there is evidence of sediment accumulation adjacent to the sock measure, I shall remove the deposited sediment by **the end of the same work day** in which it is found or by the end of the following work day if removal by the same work day is not feasible.

5.3.9 Constructed Stormwater Conveyance Channels

Description: Compost filter sock in channel and riprap at outlets

Installation Date(s): As soon as practical after grading of conveyance channels

Maintenance Requirements: All socks/rip-rap will be evaluated during site inspection for erosion, undermining or breeches. Any damage will be repaired immediately.

5.3.10 Sediment Basins

There are no stormwater outfalls that receive runoff from 10 or more disturbed acres; therefore, a sediment basin is not included in the project.

5.3.11 Dewatering Practices

If dewatering is necessary, a sediment filter bag, which is appropriately sized for the pump, will be used.

Section 6: Pollution Prevention Controls

6.1 Spill Prevention and Responses

Spill Prevention

Spill prevention and control procedures will be implemented once construction begins on site. Spill kits shall be kept on site near material storage, refueling areas, etc. All equipment maintenance will be conducted offsite if possible. All spills shall be cleaned immediately upon discovery. Spent absorbent materials and rags will be hauled off site for disposal.

Emergency Spill Notification

In case of a toxic or hazardous material spill, notify:	Phone Numbers
Project Manager/Team Leader	
Emergency – Fire, Police	911
County Local Emergency Planning Committee (LEPC)	
DEQ Spill Reporting Hotline (24-hr)	800-522-0206
NRC (National Response Center)	800-424-8802

6.2 Waste Management Procedures

All wastes generated at the construction site, including, but not limited to, clearing and demolition debris, sediment removed from the site, construction and domestic waste, hazardous or toxic waste, and sanitary waste, shall be prevented from being discharged to Waters of the State. The following BMP measures will be used to handle trash disposal, hazardous or toxic waste, sanitary waste, recycling, and proper material handling:

- ☒ **Trash Dumpsters:** dumpsters will have a secure watertight lid, will be closed during precipitation or not in use, and will be placed away from stormwater conveyances and drains, and meet all federal, state, and municipal regulations. Only trash and construction debris from the site will be deposited in the dumpster. No construction materials will be buried on site.
- ☒ **Hazardous Waste Containment:** hazardous waste materials will be stored in appropriate and clearly marked containers and segregated from other non-waste materials.
- ☒ **Portable Toilets:** portable toilets will be secured to prevent tipping, located away from stormwater inlets and conveyances. These toilets will be anchored with the ground to prevent any tipped or knocked over and/or sand bags around to ensure wastewater doesn't mix with the stormwater.
- ☒ **Recycling Bins/Dumpsters**: wood pallets, cardboard boxes, and other recyclable construction scraps will be disposed of in a designated dumpster for recycling. The dumpster will have a secure watertight

lid, will be closed during precipitation or not in use, and will be placed away from stormwater conveyances and drains and meet all local and state solid-waste management regulations.

☒ **Proper Material Handling:** containers will be tightly sealed when not in use, and excess paint shall be disposed of according to Oklahoma requirements and manufacturer's recommendations. Minimum amounts of fertilizer, as recommended by the manufacturer, will be used. Upon application the fertilizer will be worked into the soil to limit exposure to stormwater. Contents of partially used bags will be transferred to a sealable plastic bin, and then stored in a covered area.

☒ **Good housekeeping:** construction debris, trash, and other floatable material will be collected and prevented from becoming a pollutant source.

☒ **Minimizing exposure:** construction products, materials, chemicals, and wastes will be stored in such a way that they are prevented from coming into contact with stormwater (e.g., plastic sheeting or temporary roofs).

☒ **Designated concrete washout:** all concrete washwater will be directed into a leak-proof container or pit. The container or pit will be designed so that no overflows can occur due to inadequate sizing or precipitation and located as far away as possible from surface waters and stormwater inlets or conveyances. I shall use ***compacted clay liner, 20 mil synthetic liners or similar equivalent liners*** to make the pit leak proof.

6.3 Prohibited Discharges

The following discharges from the construction project/site are prohibited under the permit, and are considered a violation should any occur.

- Wastewater from the washout of concrete;
- Wastewater from the washout and cleanout of stucco, paint, form release oils, curing compounds and other construction materials;
- Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance;
- Soaps, detergents or solvents used in vehicle and equipment washing; and
- Toxic or hazardous substances from a spill or other release.

☒ In the event that one of these above-mentioned discharges occurs, I will take corrective action.

Section 7: Procedures and Documentations

7.1 Maintenance and Repair

I shall ensure that all pollution prevention controls installed correctly and remain in effective operating condition and are protected from activities that would reduce their effectiveness. All structural BMPs (i.e. all the Erosion & Sediment Controls) that require a repair of any kind (due to normal wear and tear, or as a result of damage) or require maintenance in order for the control to continue operating effectively shall be required/maintained. At a minimum, maintenance will be performed in the following specific instances:

- ☒ for perimeter controls, whenever sediment has accumulated to ½ or more the above-ground height of the control;
- ☒ where sediment has been tracked-out onto the surface of off-site streets or other paved areas;
- ☒ for inlet protection measures, when sediment accumulates, the filter becomes clogged, and/or performance is compromised; and
- ☒ for all structural BMPs, repair of any kind (due to normal wear and tear, or as a result of damage) or maintenance will be performed in order for the BMPs to continue operating effectively.

7.2 Approval from Local Office

☒ I shall check/already checked local offices (city and county offices) to ensure SWP3 for my construction activities is consistent with requirements of the City and/or County Offices.

☒ I shall update the SWP3, if necessary, to make consistent with any changes applicable to protecting surface water resources in sediment erosion site plans or site permits, or stormwater management site plans or site permits approved by local officials for which I received written notice.

7.3 Inspections

Person Responsible for Inspections: Click here to enter text.

Inspection Frequency:

☐ **Once every 7 calendar days** and within 24 hours of the end of a storm event of 0.5 inches or greater, since my project is located in **ARC or the Lake Thunderbird watershed**.

☒ **Once every 14 calendar days** and within 24 hours of the end of a storm event of 0.5 inches or greater.

7.4 Corrective Action

Person Responsible for Corrective Actions: Click here to enter text.

☒ I shall immediately take all reasonable steps to minimize or prevent the discharge of pollutants until a permanent solution is installed and made operational, including cleaning up any contaminated surfaces so that the material will not discharge in subsequent storm events. I shall conduct corrective action(s) for each of the above-mentioned triggering conditions should they occur at my construction site.

☒ I shall perform all Corrective Actions (modify, replace, or reinstall), if identified, **no later than 7 calendar days from** the time of discovery.

7.5 Employee Training

Person Responsible for Staff Training

Name: _____ **Title:** _____

Staff Training Requirements

Prior to the start of earth-disturbing activities, personal with the following responsibilities shall be trained to understand all the requirements of this SWP3:

- Proper design, installation, and maintenance/repair of stormwater controls.
- The proper application and storage of chemicals.
- Proper Inspection and corrective actions.

At minimum, all Personnel must be trained to understand:

- The location of all stormwater controls and the maintenance requirements for each of the control.
- The pollution prevention requirements outlined in this SWP3.
- When and how to conduct inspections, record applicable findings and take necessary corrective actions.

Frequency/Schedule of Employee Training: _____

7.6 Notification of Change of Ownership (NCO) for Individual Lots

NCO is not applicable to my project/site.

7.7 Sub-contractor Certifications

Sub-contractor certification forms will not be used for this project.

Section 8: SWP3 Certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name: _____ **Title:** _____

Signature: _____ **Date:** _____

SWP3 Attachments & Additional Documentation

Attachment A – General Location Map

Attachment B – Site Map(s)

Attachment C – Inspection Report

Attachment D– Corrective Action Report

Attachment E – Employee Training Report

Attachment F – SWP3 Modifications Log