

**SPECIFICATIONS, SPECIAL PROVISIONS AND CONTRACT DOCUMENTS**

**CITY OF MIDWEST CITY  
8" WATER LINE TO SERVE  
REED BASEBALL COMPLEX**



**Matt Dukes, MAYOR**

**CITY COUNCIL MEMBERS**

**WARD 1 – Susan Eads**

**WARD 4 – Sean Reed**

**WARD 2 – Pat Byrne**

**WARD 5 – Sara Bana**

**WARD 3 – Rick Dawkins**

**WARD 6 – Rick Favors**

**Tim Lyon  
CITY MANAGER**

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ENG & CONST SERV DIRECTOR**

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THESE SPECIFICATIONS MUST BE READ AND CONSTRUED AS A WHOLE

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## NOTICE TO BIDDERS

Notice is given that the City of Midwest City will receive sealed bids in the Office of the City Clerk, Midwest City Municipal Center, 100 N. Midwest Blvd., Midwest City, Oklahoma, until **2:00 pm on January 9, 2024** for:

### **CITY OF MIDWEST CITY 8" WATER LINE TO SERVE REED BASEBALL COMPLEX**

Bids received more than ninety six (96) hours, excluding Saturdays, Sundays and holidays, before the time set for opening of bids, as well as bids received after the time set for opening of bids, shall not be considered and shall be returned unopened. Bids shall be made in accordance with the bid documents, all of which are on file and available for public examination at the Office of the City Clerk in the Midwest City Municipal Center at the address listed above.

**Complete sets of general conditions, plans, specifications, and other bidding documents MUST be obtained from the City of Midwest City.** Please contact Engineering and Construction Services Department, at 100 North Midwest Boulevard, Midwest City, Oklahoma 73110. Telephone (405) 739-1220.

The cost of the PRINTED plans and specifications will be Thirty Dollars and no Cents (\$30.00) per set. ELECTRONIC plans and specifications will be Thirty Dollars and no Cents (\$30.00). Purchases are non-refundable.

Bids filed with the City Clerk shall be opened publicly and read aloud in the City Council Chambers at the time stated above or later. The Mayor and Council shall consider all bids prior to the award of the contract. The City Council may consider award of the bid at or after **6:00 pm on January 23, 2024** to the lowest and best bidder meeting specifications. The City Council may lay the same over to a subsequent meeting for comparison and computation.

Sales Tax Exemption. Title 68, Oklahoma Statutes (1991), Section 1356(1), exempts sales to municipalities and their contractors from sales taxes on the sale of "tangible personal property or services." All bids for City projects shall be assumed to have been made based on such statutory exemption as effective on the bid date.

The bidder shall use the City's bid forms and affidavits, and all forms shall be signed and notarized/attested. The bidder shall file the bid in a sealed envelope. The envelope shall bear a legible notation thereon stating that it is a bid for the project proposed. The bid shall be filed with the City Clerk in the City Clerk's office. All bids shall be typewritten or in ink.

The bidder must attend the mandatory pre-bid conference at **2:00 pm on January 2, 2024** in the Council Chambers of the Midwest City Municipal Center, 100 N. Midwest Boulevard, Midwest City, Oklahoma. The meeting will be followed by a trip to the project site. **Attendance and project site inspection is required in order to be qualified to submit a bid.** Refer to the Certification of Pre-Bid Site Inspection form, CSI-1, for additional information.

The specifications are complete as written. No oral representations made by any agent or employee of the City or its affiliate agencies shall be of any force or effect unless

reduced to writing and submitted to all prospective bidders at least 24 hours in advance of the bid opening.

Any protest of the award of this proposed contract shall be in writing, shall specify the grounds for the protest in specific terms and shall be received by the City Clerk of Midwest City within three (3) business days after the award of the contract by the governing body. The governing body reserves the right to review all bids and make the award to the lowest and best bidder. All other provisions of the specifications shall also apply.

The following documents comprise the complete bid package and must be submitted. Incomplete bid packages may be rejected.

1. Midwest City standard bid bond or surety bid bond form or cashier's check in the amount of five (5) percent of the total bid (cashier's checks will be returned to the unsuccessful bidders following the acceptance of the bid).
2. Bid.
3. Certification of Pre-bid Site Inspection.
4. Statement of Bidder's Qualifications.
5. Business Relationships Affidavit.
6. Bid Affidavit.
7. Non-Collusion Affidavit.
8. All Addendum Acknowledgment(s) (if applicable).
9. Contractor Certification

Additional information may be obtained by contacting the Midwest City Engineering and Construction Services Department at (405) 739-1220.

The Midwest City Council reserves the right to reject any or all bids.

*Note: Failure to comply with any of the 9 listed items may disqualify the Bidder's Submittal.*



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SARA HANCOCK  
CITY CLERK

## GENERAL INFORMATION FOR BIDDERS

The City of Midwest City requires the execution and submittal of specific bid documents with each bid for a city, authority or grants project, and mandatory attendance at the prebid meeting. The following sections briefly outline the city's project bidding practices and procedures.

### BID PACKAGES

Each and every required bid document must be submitted with the bid and must be signed in ink by the person with the authority to so execute the document and must be properly attested to or witnessed. The documents required vary with the type and nature of the work and the required bid documents are always listed on the Notice to Bidders provided at the beginning of every specification book. The bid documents required for most projects are as follows:

- a. Bid bond or cashier's check in the amount of five (5) percent of the total bid
- b. Bid
- c. Certification of Pre-Bid Site Inspection
- d. Statement of Bidder's Qualifications
- e. Business Relationships Affidavit
- f. Bid Affidavit
- g. Noncollusion Affidavit
- h. Contractor Certification
- i. Addendum Acknowledgment(s)

The following is a brief synopsis of the bid documents and is provided to assist you in completing the required forms.

#### 1. Bid Bond.

A Midwest City standard bid bond form or surety bid bond form or cashier's check in the amount of five (5) percent of the **total bid** is the required bid security in accordance with the provisions of the Public Competitive Bidding Act of 1974, as amended (61 Okla. Stat. 1991, § 107). A copy of the city standard bid bond form is provided as a part of the bid package and the form may be used in lieu of a bid bond provided by a surety company. The total bid amount that the bond or cashier's check is written for is the largest combination of the base bid plus the alternate bids.

The bid security is a pledge that the bidder will enter into a contract with the city on the terms stated in the bid and will furnish bonds covering the faithful performance of the contract and payment of all obligations. Should the bidder refuse to enter into such contract or fail to furnish the required bonds, insurance certificates and other required documents, the bid security shall be forfeited to the city as liquidated damages.

The city bid bond form requires execution by a corporate officer representing the company submitting the bid and the bonding company. The surety company executing the bid bond must be authorized to transact business in the state of Oklahoma.

The city has the right to and does retain the bid securities of all bidders until either (a) the contract, bonds, and other required documents have been executed or submitted by the successful bidder or (b) the specified time to award bids has elapsed so that bids

may be withdrawn in accordance with State law or (c) all bids have been rejected or (d) a bidder has been determined to be the successful bidder.

## 2. Bid

The bid is a complete and properly signed proposal, to do the work for the sums specified, submitted in accordance with the bid package documents and the contract documents. The “base bid” is the sum stated in the bid for which the bidder offers to perform the work described in the bid package documents as the base to which work may be added or from which work may be deleted for the sums stated in the alternate bid(s).

An “alternate bid (or alternate)” is an amount stated in the bid to be added to or deducted from the amount of the base bid if the corresponding change in the work, as described in the bid package documents, is accepted.

A “unit price” is an amount stated in the bid as a price per unit of measurement for materials, equipment or services, or a portion of the work as described in the bidding documents.

Bids must be submitted on the bid forms provided in the bid package at the prebid meeting or on photocopies of those forms. Bid forms are unique to each project and therefore forms other than those provided cannot and will not be accepted.

All blanks for unit prices with extensions must be completed and the bid must be totaled. The bid form must be executed by a corporate officer representing the company submitting the bid and the form must be attested to by another corporate representative or otherwise duly notarized. All blanks on the bid form must be filled in by typewriter or legibly printed in ink. Where indicated on the bid form, amounts shall be expressed in both words and figures and, in case of any discrepancy between the two, the amount written in words shall govern.

Unless otherwise provided for when unit prices are bid, partial payments and final claims will be based on actual quantities used. Any substantial change(s) in quantities required to complete the work requires a contract amendment which will be based on the unit prices bid.

Erasures and/or corrections must be initialed by the signer of the bid. A bid with erasures and/or corrections that are not initialed shall be considered to be invalid and incomplete.

An example of a properly completed bid form with sample correction is provided in the Appendix of these specifications.

3. Certification of Pre-Bid Site Inspection

The site inspection certification is a standard form that states that the bidder has visited the site and has become familiar with local conditions under which the work is to be performed. It indicates that the bidder has informed himself by independent research of the difficulties to be encountered and has personally judged the accessibility of the work and all attending circumstances affecting the cost of doing the work and of the time required for its completion.

The site inspection certification form requires execution by a corporate officer representing the company submitting the bid.

4. Statement of Bidder's Qualifications

The statement of bidder's qualifications is a standard form that provides the city with background information on the bidder. It is used solely as a matter of information to evaluate a prospective bidder's capacity to execute the contract requirements and to check references. Midwest City does not have a pre-qualification requirement or a contractor licensing requirement; therefore this document is required.

The statement of bidder's qualifications form requires execution by a corporate officer representing the company submitting the bid and must be duly notarized.

5. Business Relationships Affidavit.

6. Bid Affidavit.

7. Noncollusion Affidavit.

The affidavit forms require execution by a corporate officer representing the company submitting the bid and must be duly notarized.

8. Addendum Acknowledgment(s)

Addenda are written or graphic instruments issued prior to the bid date which modify or interpret the bidding documents by additions, deletions, clarifications, or corrections.

The bidding documents represent all the information the city will provide. Interpretations and corrections of and/or changes to the bidding documents will be made only by addendum. Interpretations and/or changes made in any other manner will not be binding upon the city and bidders shall not rely upon them.

Addenda will be mailed, faxed, emailed or delivered only to those bidders who attended and signed the prebid meeting sign in sheet.

The following shall be considered proof that a bidder received an addendum:

- 1) Mailed addendum: The bidder's signature or bidder's representative's signature on the certified mail return receipt.
- 2) Hand delivered or picked-up addendum: The bidder's or bidder's representative's signature on the addendum received signature list.
- 3) Faxed addendum: The city's or the consultant's fax confirmation sheet.

It is the responsibility of the bidder to ascertain from the City Clerk's Office, within two working days prior to the bid date, whether the bidder has received all addenda.

An addendum acknowledgment sheet accompanies each and every addendum and must be signed by a corporate officer representing the company submitting the bid. All

addendum acknowledgment sheets must be submitted with the bid in order for the bid to be considered.

## **PREBID MEETING**

The **mandatory** prebid meeting notice is included in the published **Notice to Bidders**, which is also provided at the beginning of every specification book. The notice specifies the date, time, and place for the meeting and the bidder must be represented at the meeting in order to be qualified to submit a bid for the project. The meeting is open to all prospective bidders and other interested parties. The consulting architect or consulting engineer and the city engineer or their designees will be present. The purpose of the meeting is to discuss the plans and specifications.

In compliance with the provisions of the Americans with Disabilities Act, a sign language interpreter or any other reasonable accommodation to attend and/or fully participate in the meeting will be provided at the prebid meeting upon twenty-four (24) hours notice to the city engineer.

## **ACCEPTANCE OF BID AND AWARD OF CONTRACT**

It is the intent of the city to award a contract to the lowest and best bidder meeting specifications provided that the bid submitted is in accordance with the requirements of the bidding documents and does not exceed the engineer's estimate or the funds available. The city has the right to waive immaterial defects or irregularities in bids received and to accept the bid which, in the city's judgment, is in its own best interest.

The city has the right to accept alternates in any order or combination, unless otherwise specifically provided in the bidding documents, and to determine the lowest and best bidder on the basis of the sum of the base bid and any alternates accepted.

The city reserves the right to offer the contract to the bidder deemed to be the next lowest and best bidder should the original bidder who is awarded the contract fail to execute and provide the contract and bonds or fail to provide the required certificates of insurance and/or any other required documents.

The city is providing a draft of a contract. It is anticipated that the winning bidder abide by the contract terms stated in the draft contract provided in these documents. It is anticipated that minimal negotiation for a contract will occur. Please read and make sure that you, as bidder, can meet all the terms and conditions contained in the draft contract before providing a bid. If a bidder submits a bid and then negotiations on the contract become protracted, the city has the right and authority to suspend negotiations, enter into negotiation with the next lowest and best bidder and execute upon the bid bond.



## **BONDS AND INSURANCE REQUIREMENTS**

As required by law, the bidder must furnish and execute in triplicate the required bonds in favor of the City of Midwest City. The bonds must be submitted on the standard bond forms provided in the bidding documents. The required bonds are:

a. Performance Bond

The performance bond guarantees the contractor's full and faithful execution of the work and performance of the contract and for the protection of the city and all property owners against any damage by reason of acts or omissions of the contractor or the improper execution of the work or the use of inferior materials.

b. Statutory Bond

The statutory bond guarantees that the contractor will make payment for all labor, materials and equipment used in the project.

c. Maintenance Bond

The maintenance bond guarantees the maintenance in good condition of the workmanship and materials for a specified period after completion and acceptance of the project by the city. The maintenance period is specified in the contract documents. The bond for the maintenance period is in an amount equal to one hundred percent (100%) of the contract amount.

The typical maintenance periods for the city projects are as follows:

1 Year All water, sanitary sewer, and drainage improvements installed separate from any road or bridge work.

2 Years All buildings and park projects, all drainage improvement projects, except those portions of drainage improvement that are placed under streets which shall be bonded for five (5) years.

5 Years All street and bridge projects including water, sanitary sewer, and drainage improvements installed directly in conjunction with those projects.

**SECTION A**  
**SPECIAL PROVISIONS**

**1. GENERAL DESCRIPTION OF WORK**

The work to be performed under the provisions of these contract documents consists of the following: furnishing all materials, equipment, tools and plant; the performance of all necessary labor; and the complete construction of facilities, including all work appurtenant thereto.

**2. GENERAL CONDITIONS**

The General Conditions are general in scope and may refer to conditions not encountered on the work covered by this contract. Any provision of the General Conditions which pertains to a nonexistent condition and is not applicable to the work to be performed hereunder, or which conflicts with any provision of the Special Conditions, shall have no meaning in the contract and shall be disregarded.

**3. SPECIFICATIONS**

The specifications that govern the materials and equipment to be furnished and the work to be performed under this contract are listed in the following paragraphs. No attempt has been made in the specifications to segregate work that is to be performed by any trade or subcontract. Any segregation between trades or crafts will be solely a matter for agreement between the Contractor and his employees and his subcontractors.

All work performed under this contract shall be in full accordance with the laws and ordinances pertinent to such work. In case of any conflict wherein the methods or standards of installation or materials specified do not equal or exceed the requirements of the laws or ordinances, the laws or ordinances shall govern. All items required by the laws or ordinances but not specified or shown on the drawings shall be furnished without extra charge as shown or specified.

These Special Provisions are supplemental to the City of Midwest City Water Main and Sanitary Sewer Line Installation Specifications and Details, current edition, and Standard Specifications for Highway Construction, Oklahoma Department of Transportation (ODOT) 2019 edition, which govern all areas/types of construction and shall be considered as a part of these specifications and contract. Where the stipulations of the Special Provisions and the Midwest City specifications or plans are in conflict, the interpretation of the plans and specifications shall be made by the City.

The words "laws and ordinances" as used herein shall mean all local, state, or national codes, laws, ordinances, standards, rules or regulations of any nature which are in any way pertinent to, or regulatory over, the work covered by this contract.

**4. PERMITS AND FEES**

The Contractor shall secure all necessary permits or licenses to carry out this work and he shall pay all lawful fees, taxes, etc., in connection with the work.

## **5. EQUIVALENT MATERIALS AND EQUIPMENT**

Whenever a material or article is specified or described by using the name of a proprietary product or the name of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired, unless specifically stated otherwise. Other manufacturers' products will be accepted provided sufficient information is submitted to allow the Engineer for the City of Midwest City (hereinafter "Engineer") to determine that the proposed products are equivalent to those named. Such items shall be submitted for approval by the procedure set forth in the SECTION B, General Conditions, 5. Shop Drawings. The words "or approved equal," although possibly not indicated after each proprietary specification, are implied as a result of the preceding statements in this paragraph.

## **6. WATER**

The City will furnish all water that is required in connection with the work to be done under this contract in the vicinity of the site without charge, provided:

- a. The Contractor shall procure such water in the location and in the manner designated by the Engineer.
- b. The Contractor, at his own expense, shall make authorized connections and provide means for delivering the water to the work site.
- c. The Contractor shall provide adequately against waste and needless use of such water.
- d. The City shall provide a backflow preventer valve for the Contractor's use. The backflow preventer must be used at all times.

## **7. LINES AND GRADES**

All work on lines, grades, and elevations shown on the plans shall be done. Basic horizontal and vertical control points will be established or designated by the Engineer. These points shall be used as datum for work under this contract. All additional survey, layout and measurement work shall be performed by the Contractor as a part of the work under this contract.

The Contractor shall provide an experienced instrument man, competent assistants, and such instruments, tools, stakes, and other materials as may be required to complete the survey, layout, and measurement work. In addition, the Contractor shall furnish (without charge) competent workers from his force and such tools, stakes and other materials as may be required by the Engineer in establishing or designating control points or in checking survey, layout, and measurement work performed by the Contractor.

All work done without being properly located may be ordered removed and replaced at the Contractor's expense.

## **8. CONNECTIONS TO EXISTING PIPELINES**

Where connections are made between new work and existing pipe lines, such connections shall be made in a thorough and workmanlike manner and to the satisfaction of the Engineer. Each connection with an existing water line shall be made at a time and under conditions as authorized by the City. Suitable facilities shall be provided for proper dewatering, drainage, and disposal of all water removed from the dewatered lines and excavations without damage to adjacent property.

**9. UNDERGROUND INSTALLATIONS AND STRUCTURES**

Pipelines and other existing underground installations and structures in the vicinity of the work to be done hereunder are indicated on the plans according to information available to the City. The City does not guarantee the accuracy of such information. The Contractor shall make every effort to locate all underground pipelines, conduits, and structures by contacting owners of underground utilities and by prospecting in advance of excavation or trenching. Should the Contractor encounter any utilities, whether shown or not on the plans, it will be his responsibility to protect the lines during construction. If there is any interference from alignment or elevation, it will be the responsibility of the Contractor to have these utilities relocated to permit construction to continue. Any delay or extra cost to the Contractor caused by pipelines or other underground structures or obstructions not shown on the plans or found in locations different from those indicated shall not constitute a claim by the Contractor for extra work, additional payment, or damages.

**10. FIELD CHECK OF EXISTING STRUCTURES**

It shall be the responsibility of the Contractor to check and verify all dimensions and elevations of existing structures, pipelines, equipment, or other existing items affected by or affecting the work under this contract. This shall be done prior to the start of construction or ordering of materials and equipment affected thereby.

The Contractor's attention is directed to the Advertisement for Bids which requires that each bidder visit the site of the work to familiarize himself with the arrangement and condition of existing construction. The drawings (in general) show only the details of existing construction that are to be connected to or that are to remain in place. The Contractor shall repair, to the Owner's satisfaction, any existing infrastructure, including private materials located in the City right of way, at no expense to the City and shall not constitute a claim by the Contractor for extra work, additional payment, or damages.

The Contractor shall be solely responsible for determining the extent and cost of all removal and salvage operations. Any delay or extra expense to the Contractor due to encountering construction, piping, or equipment not shown or in locations different from those indicated on the plans shall not constitute a claim by the Contractor for extra work, additional payment, or damages.

**11. DAMAGE TO EXISTING PROPERTY**

The Contractor will be held responsible for any damage to existing structures, work, materials, or equipment because of his operations; and shall repair or replace any damaged structures, work, materials, or equipment to the satisfaction of and at no additional cost to the City. The Contractor shall protect all existing structures and property (such as irrigation, landscaping, etc.) from such damage and shall provide bracing, shoring, or other work necessary for such protection.

**12. PUMPING AND DEWATERING OPERATION**

The Contractor shall furnish all equipment and materials for and shall construct and maintain as required temporary facilities for the care, handling, and removal of surface or seepage water or water from other sources which may be encountered during construction. The temporary facilities shall be removed after serving their purpose and the installation area dressed up so as not to interfere in any way with surface water drainage. Payment shall be considered incidental and shall be included in other items of work.

**13. SCHEDULE OF CONSTRUCTION OPERATIONS AND MAINTENANCE OF WATER SERVICE**

The Contractor shall submit to the Engineer for approval, before starting work, a schedule of his proposed construction operations. He will be required to consult with the Engineer and a schedule shall be established whereby the proposed construction operations may be executed with a minimum of interruption to the normal water service. The City will fully cooperate with the Contractor in arrangements for continuity of service and operation of valves and other control facilities. The schedule of operations shall indicate the sequence of the work, the time of starting and completion of each part, and the time for making connections to existing pipes, structures, or any other facilities.

The Contractor's attention is directed to the fact that water service cannot be shut down except for short periods of time, and then only with the City's specific approval and until the new portions of the work are placed in service.

If conditions beyond the control of the Contractor justify, and the City approves an extension of contract time, the Contractor shall revise the construction schedule in accordance with the approved extension. If operations fall behind the approved schedule to an extent that the completion of the work within the specified time appears doubtful, the City may require the Contractor to add to his plant, equipment, or construction forces, and/or increase the working hours.

Approval of the proposed construction schedule by the Engineer is necessary before the actual performance of the work, but it shall not relieve the Contractor of his obligations to cooperate with the City to the fullest extent.

**14. RIGHTS-OF-WAY**

The necessary rights-of-way and temporary and permanent easements have been provided by the City. The Contractor shall confine his construction operations to the immediate vicinity of the location shown on the plans and shall use care in placing construction tools, equipment, excavated materials, and construction materials and supplies, so as to cause the least possible damage to property and interference with traffic. The placing of such tools, equipment, and materials shall be subject to the approval of the Engineer.

Work Within Highway Rights-of-Way. All work performed and all operation of the Contractor, his employees, or his subcontractors, within the limits of highway rights-of-way, shall be in conformity with the requirements and be under the control (through the City) of the highway authority owning, or having jurisdiction over and control of, the right-of-way in each case.

The Contractor shall be solely responsible for obtaining (and shall pay all costs in connection with) any additional work area, storage sites, access to the site, or temporary right-of-way which may be required for proper completion of the work.

It shall be clearly understood that the responsibility for the protection and safekeeping of equipment and materials on or near the site will be entirely that of the Contractor and that no claim shall be made against the City by reason of any act of any employee or trespasser. It shall be further understood that, should any occasion arise necessitating access to the sites occupied by these stored materials or equipment, the Contractor owning or responsible for the stored materials or equipment shall immediately move same. No

materials or equipment may be placed upon the property of the City until the City has approved the location contemplated by the Contractor to be used for storage.

**15. FENCES**

All existing fences which interfere with the construction operations shall be maintained by the Contractor until the completion of the work affected thereby. Temporary fences, with gates where necessary to constrain livestock or pets, shall be installed by the Contractor, unless written permission is obtained from the owner of the fence to leave the fence dismantled for an agreed period of time. Where fences must be maintained across the right-of-way, adequate gates shall be installed. The price for temporary fences and gates shall be included in the price bid for other items of work. Gates shall be kept closed and locked at all times when not in use. On completion of the work across any tract of land, the Contractor shall restore all fences to their original condition or better.

**16. PROTECTION AND MAINTENANCE OF PUBLIC AND PRIVATE PROPERTY**

The Contractor shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains and other underground construction uncovered or otherwise affected by the construction work performed by him. All pavement, surfacing, driveway, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations, together with all shrubs in yards and parking, shall be restored to their original condition as determined and approved by the Engineer, within or outside the City's right-of-way. All replacements shall be made with new materials.

The Contractor shall not enter upon private property for any purpose without first obtaining permission and he shall be responsible for the preservation thereof and shall use every precaution necessary to prevent damage to all trees, fences, buildings, and other environments thereof and to all other public or private property along or adjacent to the work. The Contractor shall notify the proper representatives of any public service corporation, company or individual not less than twenty-four (24) hours in advance of any work which might damage or interfere with the operation of its or his property, along or adjacent to the work. The Contractor shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to his non-execution of the work or at any time due to defective work or materials, and said responsibility shall not be released until the work shall have been completed and accepted. When and where any direct or indirect damage or injury is done to public or private property on account of any act, omission, neglect, or misconduct in the execution of the work or in consequence of the non-execution thereof, on the part of the Contractor, he shall restore, at his expense, such property to a condition equal to or better than that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good for such damage or injury in an acceptable manner. The City's land shall be restored to a condition as good as or better than the original condition immediately after construction.

The Contractor shall either construct a temporary fence around all open excavations or backfill all open excavations on a daily basis to ensure that at no time are there any open excavations accessible.

No trees shall be removed outside of the permanent right-of-way except where authorized by the Engineer.

Additional information concerning areas where trees are specifically not to be removed are indicated on the plans.

The Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or workers to or from the work or any part or site thereof, whether by him or his subcontractors. The Contractor shall make satisfactory and acceptable arrangements with the owner of, or the agency or authority having jurisdiction over, the damaged property concerning its repair or replacement, or payment of costs incurred in connection with the damage.

#### **17. MAINTENANCE OF TRAFFIC**

The Contractor shall conduct his work so as to interfere as little as possible with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways, or walks (whether public or private) the Contractor shall, at his own expense, provide and maintain suitable and safe bridges, detours, or other temporary expedients for the accommodation of public and private travel. The Contractor shall give reasonable notice to owners of private drives before interfering with them. Such maintenance of traffic will not be required when the Contractor has obtained permission from the owner and tenant of private property, or from the authority having jurisdiction over public property involved, to obstruct traffic at the designated point.

All fire hydrants and water control valves shall be kept free from obstruction and available for use at all times.

#### **18. BARRICADES AND LIGHTS**

All streets, roads, highways, and other public thoroughfares which are closed to traffic shall be protected by effective barricades on which shall be placed acceptable warning signs. Barricades shall be located at the nearest intersection, public highway, or street on each side of the blocked section.

All open trenches and other excavations shall be provided with suitable barriers, signs, and lights to the extent that adequate protection is provided to the public. Obstructions, such as material piles and equipment, shall be provided with similar warning signs and lights.

All barricades and obstructions shall be illuminated by means of warning lights from sunset to sunrise. Materials stored upon or alongside public streets and highways shall be so placed, and the work at all times shall be so conducted, as to cause the minimum obstruction and inconvenience to the traveling public.

All barricades, signs, lights, and/or other protective devices shall be installed and maintained in conformity with applicable statutory requirements and where within railroad and highway rights-of-way as required by the authority having jurisdiction thereover.

#### **19. SAFETY REQUIREMENTS**

The Contractor shall familiarize himself and his employees with the requirements of the U.S. Labor Department's Occupational Safety and Health Administration Standards. He shall work in accordance with these OSHA Standards and Regulations.

**20. ESTIMATED QUANTITIES**

All estimated quantities stipulated in the bid or other contract documents are approximate and are to be used only (a) as a basis for estimating the probable cost of the work and (b) for the purpose of comparing the bids submitted for the work. The actual amounts of work done and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for work and materials will be the actual amount of work done and materials furnished. The Contractor agrees that he will make no claim for damages, anticipated profits, or other factors, which are due to any difference between the amounts of work actually performed and materials actually furnished and the estimated amounts thereof.

**21. SPECIAL NOTICE**

The specifications are complete as written. No oral representations made by any agent or employee of the City or its affiliate agencies shall be of any force or effect unless reduced to writing and submitted to all prospective bidders at least 24 hours in advance of the Bid Opening.

Any protest of the award of this proposed contract to the lowest and best bidder by any bidder on the contract shall be in writing, shall specify the grounds for the protest in specific terms and shall be received by the City within three (3) business days after the award of the contract by the governing body. The governing body reserves the right to review all bids and make the award to the lowest and best bidder. All other provisions of these specifications shall also apply.

**22. APPLICABLE LAWS**

Contractor and its subcontractors shall at all times comply with all applicable laws (including, but not limited to, the Occupational Safety and Health Act of 1970), ordinances, rules, regulations, codes and orders of the United States, any state, county or any executive or administrative agency thereof and any other governmental body having any jurisdiction over the work and with the safety rules and regulations of the City in force at the facility, and all materials, equipment, and work shall comply therewith. All required personal safety items, including gloves, protective headgear, steel-toed footwear, and safety glasses shall be provided by the Contractor at no expense to the City.

**23. CONTRACT TIME AND CITY OF MIDWEST CITY HOURS OF OPERATION**

The contract time allowed for completion of the project, as specified in the bid, expressed in consecutive calendar days, is that time estimated for completion and related testing of all items of work based on a five (5) day work week, eight (8) hours worked per day Monday-Thursday. Four (4) work day Friday. Normal inclement weather days have been included in the contract time estimate.

The City of Midwest City engineering division observes working hours of 7:30 a.m. to 5:30 p.m., Monday through Thursday, 7:30 a.m. to 11:30 a.m. Friday, excluding designated holidays. Work requiring inspection by the City must be performed during these observed times and days of operation. Inspection services can be provided outside the observed times and days of operation at the Contractor's request and with approval of the City. Requests must be submitted in writing to the City at least twenty-four (24) hours prior to the time requested, excluding weekends and holidays. The request must state day(s), time(s), and reason(s) in order for the City to evaluate the request and to schedule staff accordingly.



Requests received less than 24 hours prior to the day(s) and time(s) of the requested inspections will not be honored.

**24. BASIS OF PAYMENT**

The prices bid shall be full compensation for all labor, materials, tools, equipment, and incidentals necessary to complete the work in accordance with the plans, these specifications, and the referenced City of Midwest City and Oklahoma Department of Transportation specifications.

**SECTION B**  
**GENERAL CONDITIONS**

**1 DEFINITIONS**

Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

- a. ADDENDA - Written or graphic instruments issued prior to the execution of the Contract which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS by additions, deletions, clarifications or corrections.
- b. BID - The offer or proposal of the SERVICE PROVIDER submitted on the prescribed form setting forth the prices for the WORK to be performed.
- c. BONDS - Bid, Performance, Statutory and Maintenance Bonds and other instruments of security furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.
- d. CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.
- e. CONTRACT DOCUMENTS - The CONTRACT, BONDS, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS and ADDENDA.
- f. CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- g. CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- h. CONTRACTOR - The person, firm or corporation with whom the OWNER has executed the contract.
- i. DRAWINGS - The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.
- j. ENGINEER - The City Engineer for the City of Midwest City.
- k. FIELD ORDER - A written order effecting a change in the WORK, not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.
- l. NOTICE OF AWARD - The written notice of the acceptance of the BID from the OWNER to the successful SERVICE PROVIDER .
- m. NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.
- n. OWNER - City of Midwest City, a municipal corporation for whom the WORK is to be performed.
- o. PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

- p. RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.
- q. SERVICE PROVIDER or BIDDER - Any person, firm or corporation submitting a BID for the work.
- r. SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, supplier or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.
- s. SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment construction systems, standards and workmanship.
- t. SUBCONTRACTOR - An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
- u. SUBSTANTIAL COMPLETION - That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it was intended.
- v. SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions required by a federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS.
- w. WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- x. WRITTEN NOTICE - Any notice to any party of the contract relative to any part of the contract in writing and considered delivered and the service thereof completed when posted by certified or registered mail to the party at his last given address or delivered in person to said party or his authorized representative on the PROJECT.

## **2 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS**

- a. The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.
- b. The additional drawings and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

## **3 SCHEDULES, REPORTS AND RECORDS**

- a. The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the OWNER may request concerning WORK performed or to be performed.
- b. Prior to the first partial payment estimate the CONTRACTOR shall submit schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part and, as applicable:
  - (1) The dates at which special detail drawings will be required; and

- (2) Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
- c. The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.

#### **4 DRAWINGS AND SPECIFICATIONS**

- a. The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.
- b. In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions and detailed DRAWINGS shall govern over general DRAWINGS.
- c. Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR's risk.

#### **5 SHOP DRAWINGS**

- a. The CONTRACTOR shall provide SHOP DRAWINGS, in triplicate, as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER's approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.
- b. When submitted for the ENGINEER's review, SHOP DRAWINGS shall bear the CONTRACTOR's certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.
- c. Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING, or submission, has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

#### **6 MATERIALS, SERVICES AND FACILITIES**

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

- b. Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located as to facilitate prompt inspection.
- c. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- d. Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.
- e. Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

## **7 INSPECTION AND TESTING**

- a. All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards.
- b. The CONTRACTOR shall provide at his expense the necessary testing and inspection services required by the CONTRACT DOCUMENTS, unless otherwise provided.
- c. The OWNER shall provide all other inspection and testing services not required by the CONTRACT DOCUMENTS.
- d. If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.
- e. Neither observations by the ENGINEER nor inspections, tests or approvals by persons other than the CONTRACTOR shall relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.
- f. The ENGINEER and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.
- g. If any WORK is covered contrary to the written request of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR's expense.
- h. If any WORK has been covered that the ENGINEER has not specifically requested to observe prior to its being covered, or if the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR at the ENGINEER's request will uncover, expose or otherwise make available for observation, inspection or testing, as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expense of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation,

inspection, testing and reconstruction, and an appropriate CHANGE ORDER shall be issued as the term CHANGE ORDER is defined in Section B, General Conditions, (1)(e).

## **8 SUBSTITUTIONS**

- a. When a material, article or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number and if, in the opinion of the ENGINEER, such material, article or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that, if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

## **9 PATENTS**

- a. The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design or the product of a particular manufacturer or manufacturers is specified but, if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

## **10 SURVEYS, PERMITS, REGULATIONS**

- a. The OWNER shall furnish and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as cut stakes, offset stakes and other working points, lines, elevations and cut sheets.
- b. The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.
- c. Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR. Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing and any necessary changes shall be adjusted as provided in Section 12, CHANGES IN THE WORK.

## **11 PROTECTION OF WORK, PROPERTY AND PERSONS**

- a. The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all time as required to perform adequate supervision and coordination of the WORK.
- b. The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, declared or not, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them be liable, except damages or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.
- c. In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or the OWNER, shall act to prevent threatened damage, injury or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

## **12 CHANGES IN THE WORK**

- a. The OWNER may at any time, as the need arises, order change within the scope of the WORK without invalidating the contract. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.
- b. The ENGINEER also may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within fifteen (15) days after the receipt of the ordered change and the CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

## **13 CHANGES IN CONTRACT PRICE**

- a. The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

- (1) Unit prices previously approved.
- (2) An agreed lump sum.
- (3) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the WORK. In addition there shall be added an amount to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the WORK to cover the cost of general overhead and profit.

#### **14 TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

- a. The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.
- b. All CONTRACTS are calendar day length contracts. There are no provisions for weather days. Weather days have been factored into the total days provided in the CONTRACT.
- c. Arbitration for the extension of TIME FOR COMPLETION is prohibited.
- d. The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.
- e. If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.
- f. The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER:
  - (1) To any preference, priority or allocation order duly issued by the OWNER.
  - (2) To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR including, but not restricted to, acts of God or of the public enemy, acts of the OWNER, acts of another contractor in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes; and
  - (3) To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 14.f.(1) and 14.f.(2) of this article.

#### **15 CORRECTION OF WORK**

- a. The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other contractors destroyed or damaged by such removal or replacement.
- b. All removal and replacement WORK shall be done at the CONTRACTOR's expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.



## **16 SUBSURFACE CONDITIONS**

- a. The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:
  - (1) Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or
  - (2) Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in WORK of the character provided for in the CONTRACT DOCUMENTS.
- b. The OWNER shall promptly investigate the conditions and, if it finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if it determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

## **17 SUSPENSION OF WORK, TERMINATION AND DELAY**

- a. The OWNER may, at any time and without cause, suspend the WORK or any portion thereof for a period of not more than ninety days, or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume the WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.
- b. If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method it may deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.
- c. Where the CONTRACTOR's services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the

CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

- d. After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense plus reasonable profit.
- e. If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by court order or legal proceeding within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days' notice to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME, or both, to compensate for the costs and delays attributable to the stoppage of the WORK.
- f. If the performance of all or any portion of the WORK is suspended, delayed or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS or, if no time is specified, within a reasonable time, adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

## **18 PAYMENTS TO CONTRACTOR**

- a. At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER's title to the material and equipment and protect its interest therein, including applicable insurance. The ENGINEER will, within ten days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within ten (10) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER shall retain five percent (5%) of the amount of each payment until fifty percent (50%) project completion and retain two and a half (2.5%) after to final completion and acceptance of all WORK covered by the CONTRACT DOCUMENTS. On completion and acceptance of a part of the WORK on which the price is

stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions.

- b. The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.
- c. All WORK covered by partial payment made shall thereupon become the sole property of the OWNER, but this provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK upon which payments have been made or the restoration of any damaged WORK, or as a waiver of the right of the OWNER to require the fulfillment of all terms of the CONTRACT DOCUMENTS.
- d. Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance by the OWNER of the WORK.
- e. The CONTRACTOR will indemnify and save the OWNER and the OWNER's agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER. Such payment(s) shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.
- f. If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

## **19 ACCEPTANCE OF FINAL PAYMENT AS RELEASE**

- a. The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically expected by the CONTRACTOR for all things done or furnished in connection with the WORK and for every act and neglect of the OWNER and others relating to or arising out of the WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Bonds.

## 20 INSURANCE

- a. The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR's execution of the WORK, whether such execution be by him or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
  - (1) Claims under worker's compensation, disability benefit and other similar employee benefit acts;
  - (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
  - (3) Claims for damages because of bodily injury, sickness or disease or death of any person other than his employees;
  - (4) Claims for damages insured by usual personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR or (b) by any other person;
  - (5) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- b. Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.
- c. The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:
  - (1) CONTRACTOR's General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by him or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$200,000.00 for all damages arising out of bodily injury, including death, at any time resulting therefor, sustained by any one person in any one accident; a limit of liability of not less than \$1,000,000.00 for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$100,000.00 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$500,000.00 for any such damage sustained by two or more persons in any one accident.
  - (2) The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR and SUBCONTRACTORS as their interests may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR's surety from obligation under the CONTRACT DOCUMENTS to fully complete the PROJECT.
- d. The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provision of the laws of Oklahoma, Worker's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the

PROJECT and, in case any work is sublet, the CONTRACTOR shall require all SUBCONTRACTORS similarly to provide Worker's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Worker's Compensation statute, the CONTRACTOR shall provide and shall cause each SUBCONTRACTOR to provide adequate and suitable insurance for the protection of his employees not otherwise protected.

- e. The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for the WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as insured the CONTRACTOR, the ENGINEER and the OWNER.

## **21 CONTRACT SECURITY**

- a. The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and a Statutory Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

## **22 ASSIGNMENTS**

- a. Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

## **23 INDEMNIFICATION**

- a. The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the WORK provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful

act or omission of the CONTRACTOR, and/or SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

- b. In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by and for the CONTRACTOR or any SUBCONTRACTOR under worker's compensation acts, disability benefit acts or other employee benefit acts.
- c. The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.
- d. The OWNER is covered by the Oklahoma Tort Claims Act at 51 O.S. Sec. 151 *et seq.* Any claims for damages against the OWNER must be filed and comply with the requirement of the Oklahoma Tort Claims Act.

## **24 SEPARATE CONTRACTS**

- a. The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR's WORK depends upon the work of any other contractor, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such work that render it unsuitable for such proper execution and results.
- b. The OWNER may perform additional work related to the PROJECT, or it may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other contractors who are parties to such contracts (or the OWNER, if it is performing the additional work itself) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate its WORK with theirs.
- c. If the performance of additional work by other contractors or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefor as provided in Sections 13 and 14.

## **25 SUBCONTRACTING**

- a. The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK that, under normal contracting practices, are performed by specialty SUBCONTRACTORS.
- b. The CONTRACTOR shall not award WORK to SUBCONTRACTOR(S) in excess of fifty percent (50%) of the CONTRACT PRICE, without prior written approval of the OWNER.

- c. The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- d. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.
- e. Nothing contained in this contract shall create any contractual relation between any SUBCONTRACTOR and the OWNER.
- f. The OWNER will not recognize any SUBCONTRACTOR on the WORK. The CONTRACTOR shall at all times when work is in progress be represented at the site either in person or by a qualified and approved superintendent who shall be in direct charge of all operations on the contract whether performed directly by the CONTRACTOR or the SUBCONTRACTOR.

## **26 ENGINEER'S AUTHORITY**

- a. The ENGINEER shall act as the OWNER's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.
- b. The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.
- c. The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.
- d. The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

## **27 LAND AND RIGHTS-OF-WAY**

- a. Prior to issuance of the NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.
- b. The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.
- c. The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities or for storage of materials.

## **28 GUARANTY**

- a. The CONTRACTOR shall guarantee all materials and equipment (including settlement or washing out of any backfill, leaks, etc.) furnished and WORK performed for a period of

two (2) years from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of two (2) years from the date of SUBSTANTIAL COMPLETION of the WORK that the completed WORK is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the WORK resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

## **29 GRADING AND CLEANING OF WORK SITE**

- a. Before final acceptance of the WORK by the OWNER, the work site shall be graded in an approved manner. All rubbish, materials of construction, CONTRACTOR's equipment, etc. shall be removed from the work site.
- b. Any privately owned facility (sprinkler lines, etc.) damaged by the CONTRACTOR, even located in the right of way, shall be replaced or repaired at the CONTRACTOR'S expense.

## **30 TESTING**

- a. The City Engineer or his representative shall designate which samples must be taken or tests to be conducted and which must be taken or conducted in the presence of an inspector; the contractor must notify the inspector for all scheduled tests. The City Engineer may require such tests as he deems necessary to the proper construction of the project. All tests will be made in accordance with the appropriate specifications, ODOT or City of Midwest City as indicated in the contract and list of work or materials. The Contractor shall provide such facilities as the City Engineer or his representatives may require for collecting and forwarding samples. All tests shall be made at a laboratory designated by the City.
- b. All costs of tests on materials, which meet specifications shall be at the expense of the City.
- c. All costs of tests on materials, which fail to meet specifications, or that are required to prove acceptance due to failed tests, shall be at the expense of the Contractor. Also, any costs incurred by the City for cancelled tests which result in time charges shall be reimbursed to the City. All said costs shall be deducted from final pay applications.



## SECTION C - CONSTRUCTION SPECIFICATIONS

### GENERAL DESCRIPTION OF WORK

The work to be performed under the provisions of these contract documents consists of furnishing all materials, equipment, tools and plant; and the performance of all necessary labor and services to construct as shown in the Plans.

### CONTRACT LENGTH

The contract length is **NINETY (90) consecutive calendar days** as stated on the bid.

### LIQUIDATED DAMAGES

Liquidated damages shall be assessed at the rate of five hundred dollars (\$500.00) per consecutive calendar day effective midnight on the last day of the contract as stated on the Notice to Proceed.

### CONSTRUCTION IDENTIFYING SIGN

The Contractor shall furnish and install one (1) project-identifying sign at a location to be selected by City staff.

1

The project-identifying sign shall consist of one (1) project name sign and one (1) 8'x2 Contractor-identifying sign. All signs shall be constructed of, at minimum, 3/4" grade "A" plywood and shall be securely attached by a minimum of four (4) two (2) inch lag bolts to two (2) 0' treated wood posts. Each sign shall have a minimum of three (3) feet of ground clearance and shall be constructed to allow mobility to various work sites. The project identifying sign and sign posts shall be painted a high gloss blue on all sides. The Contractor identifying sign shall be painted a high gloss blue. Each sign shall be lettered on one side only. Lettering and numbers shall be white, shall bear the legend provided, and shall conform proportionally to the standard sample provided in these specifications. Refer to the appendix for example.

These sign shall not be paid for separately but shall be included in the price bid for other items of work.

### CONCRETE DESIGN MIX

For City bid projects, the design mix will be a "performance mix" consisting of the following:

Min Cement (Lbs cu Yd)	Air Content (%)	Max Water / Cement Ratio	Max Fly Ash substitution (% by weight)	Slump (Inch)	Min 28 Day compressive strength (PSI)
470	5.5 ± 1.5	0.55	20	1-5	3500

### JOB SITE MAINTENANCE, SEDIMENT CONTROL, EROSION PREVENTION, AND OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS

The Contractor shall provide and maintain sediment controls in accordance with state requirements as directed by the engineer and as indicated on the plans to prevent sediment from leaving the work area. Sediment controls shall be maintained at all times to the satisfaction of the engineer for the duration of the project. The costs for sediment controls shall not be paid separately but shall be included in the price bid for other items of work and shall include labor and materials necessary to accomplish installation and maintenance of the devices for the duration of the project.

For all projects that disturb 1 or more acres, either directly through actual construction and/or indirectly through construction related activities, such as construction of material storage areas and/or other temporary facilities incidental to construction, the Contractor shall file the required Oklahoma Department of Environmental Quality (ODEQ) notice of intent (NOD) prior to construction and the notice of termination (NOT) upon completion of restoration of the areas disturbed. Areas disturbed for right-of-way or easement clearing; excavations; material deliveries, stockpiling or storage; construction trailers with appurtenant parking areas and driveways; and other construction related activities shall be included in the estimate of disturbed area for the project. Issuance of the notice to proceed for this project is contingent upon receipt of a copy of the N.O.I. filed with the state.

**ODEQ acceptance of the N.O.T. must be on file with the owner before the expiration of the maintenance bond period.**

The direct and indirect costs associated with the necessary permitting shall not be paid for as such, but shall be included in the price bid for other items of work. Any and all corrective orders issued and/or fines assessed by the ODEQ and/or United States Environmental Protection Agency (EPA) in response to violation of the NOI shall be solely at the Contractor's expense and at no expense to the owner.

**CONSTRUCTION ZONE SIGNING AND TRAFFIC CONTROL**

If needed in this project, all Construction zone signing and traffic control shall consist of furnishing and erecting signs, lights, barricades and devices as shown on the plans or as directed by the engineer or as proposed by the Contractor and approved by the engineer. Construction zone signing includes, but is not limited to, furnishing and erecting all signs, barricades, advance warning devices and related appurtenances required to safely delineate the work zone and adequately warn the public traveling near and in the construction area. Construction signing and traffic control shall not be paid for separately but shall be included in the price bid for other items of work.

Materials shall meet the following requirements:

Signs and Barricades: The supports and sign blanks may be metal, wood or plastic, the only requirements being satisfactory performance. All signs and barricades shall be reflectorized whether for day or night use. Reflectorization of signs and barricades shall be by means of wide angle flat top reflective sheeting, meeting the minimum specifications of 3M Engineer Grade sheeting.

Barricade Warning Lights: Barricade warning lights shall meet the requirements of Section 6E-5, Manual of Uniform Traffic Control Devices.

Advance Warning Devices: Advance warning devices shall consist of the following components:

- a. A sign panel with amber colored sealed beam lamps attached, meeting the requirements of Section 6E-7 of the Manual of Uniform Traffic Control Devices.

- b. A circuitry control unit.
- c. A mounting frame.

The face of the panels that are exposed to oncoming traffic shall have a non-reflective black finish. The level of intensity of light displayed by the sealed beam units shall be changed through means of the control unit for either high intensity for day or reduced intensity for night operation. All sealed beam units shall display essentially the same intensity of light for a given intensity setting. Larger panels may be substituted for smaller panels at the discretion of the Contractor, but smaller panels may not be substituted for larger panels.

The sign panel shall be supported on a mounting frame such that when displayed to oncoming traffic, the bottom edge of the panel shall not be less than 7 feet above the roadway surface. The frame shall support the sign panel with sufficient strength to resist an 80 mile per hour sustained wind, with 104 mile per hour intermittent gusts from any direction. The advance warning device shall be mounted in such a manner that the panel can be rotated on a horizontal axis so as to be hidden from the view of oncoming traffic when not in use. All mobile advance-warning devices shall be mounted on pneumatic-tired vehicles.

The flashing lights on the advance-warning device shall be operated from a dependable power source and shall have a separate auxiliary source of power immediately available. At least one power source on a mobile advance warning device shall be a self-contained source, either battery or electric generator operated.

The advance warning device shall contain a special circuitry control unit. The circuitry control unit shall be a solid state electronic unit with 4 modes that shall contain switching controls for operator selection as follows:

- 1. Pass right-sequential chevrons or flashing arrow.
- 2. Pass left-sequential chevrons or flashing arrow.
- 3. Pass either side-the outermost chevrons, one at either end of the panel with the apex of each chevron pointing toward the nearest panel edge.
- 4. Caution- 4 or more lamps, arranged in a pattern which will not indicate a direction.

Signs, lights and barricades may be placed on either portable or fixed supports as project requirements dictate. All traffic control devices shall meet the requirements of the current edition of the Manual on Uniform Traffic Control Devices, published by the United States Department of Transportation, pertaining to shape, size, color, mounting height and placement.

When, in the opinion of the engineer, any sign or other device has been damaged, needs cleaning or has deteriorated to the extent it is no longer effective, it shall be cleaned or replaced immediately as required.

## **BASIS OF PAYMENT**

The "Unit Prices" described herein shall be full compensation for all labor, materials, tools, equipment and incidentals necessary to complete the work in accordance with the plans, these specifications and the referenced Oklahoma Department of Environmental Quality (ODEQ) OAC Title 252 Chapter 656 "Water Pollution Control Facility Construction Standards" and Chapter 626 "Public Water Supply Construction Standards", Midwest City's Sewer Main Installation Specifications and Water Main Installation Specifications, and 2019 Oklahoma Department of Transportation (ODOT) Standard Specifications For Highway Construction. This specification book and the referenced Midwest City specifications govern over the minimum ODEQ and ODOT specifications. The ODOT standard specifications apply only with respect to materials,

construction methods and testing. All work not classified as a contract pay item shall be considered incidental construction and the cost for such shall be included in the price bid for other items of work.

## **MEASUREMENT AND PAYMENT**

The method of measurement and basis of payment for each item listed in the bid shall be as stipulated in the following:

Under each item, the Contractor shall furnish, construct, and install in place all items as shown on the plans or as directed by the engineer or city inspector.

**Testing shall be conducted as described below, water will be sampled to provide a base line pre and post project, to show no change in the characteristics of the raw water.**

1. 8" WATER LINE (C900 PVC)

Under this item, the Contractor will furnish all material, equipment, labor, etc. to install and construct 8" WATER LINE (C900 PVC) as specified in the plans. Associated trenching, tracer wire, and bedding are incidental to this pay item. All construction will be in accordance with standard details included in the plans, applicable City of Midwest City Standard Specifications, and with Section 616, Water Pipe and Fittings, of the 2019 Oklahoma Department of Transportation Standard Specifications.

Measurement – Linear feet of 8" WATER LINE (C900 PVC) actually installed and accepted.

Payment - The contract unit price for each linear foot of 8" WATER LINE (C900 PVC) included in this project.

2. 6" WATER LINE (C900 PVC)

Under this item, the Contractor will furnish all material, equipment, labor, etc. to install and construct 6" C900 Pipe as specified in the plans. Associated trenching, tracer wire, and bedding are incidental to this pay item. All construction will be in accordance with standard details included in the plans, applicable City of Midwest City Standard Specifications, and with Section 616, Water Pipe and Fittings, of the 2019 Oklahoma Department of Transportation Standard Specifications.

Measurement – Linear feet of 6" WATER LINE (C900 PVC) actually installed and accepted.

Payment - The contract unit price for each linear foot of 6" WATER LINE (C900 PVC) included in this project.

3. 8"x 8" TEE

Under this item, the Contractor will furnish all material, equipment, labor, etc. to install a 8"x 8" TEE as specified in the plans. All construction will be in accordance with standard details included in the plans, applicable City of Midwest City Standard Specifications, and with Section 616, Water Pipe and Fittings, of the 2019 Oklahoma Department of Transportation Standard Specifications.

Measurement – Each 8"x 8" TEE.

Payment - The contract unit price for each 8"x 8" TEE actually installed and accepted.

4. 8"x 6" TEE  
Under this item, the Contractor will furnish all material, equipment, labor, etc. to install a 8"x 6" TEE as specified in the plans. All construction will be in accordance with standard details included in the plans, applicable City of Midwest City Standard Specifications, and with Section 616, Water Pipe and Fittings, of the 2019 Oklahoma Department of Transportation Standard Specifications.  
Measurement – Each 8"x 6" TEE.  
Payment - The contract unit price for each 8"x 6" TEE actually installed and accepted.
5. 8" GATE VALVE & BOX  
Under this item, the Contractor will furnish all material, equipment, labor, etc. to install a 8" GATE VALVE & BOX as specified in the plans. All construction will be in accordance with standard details included in the plans, applicable City of Midwest City Standard Specifications, and with Section 616, Water Pipe and Fittings, of the 2019 Oklahoma Department of Transportation Standard Specifications.  
Measurement – Each 8" GATE VALVE & BOX.  
Payment - The contract unit price for each 8" GATE VALVE & BOX actually installed and accepted.
6. 6" GATE VALVE AND BOX  
Under this item, the Contractor will furnish all material, equipment, labor, etc. to install a 6" GATE VALVE AND BOX as specified in the plans. All construction will be in accordance with standard details included in the plans, applicable City of Midwest City Standard Specifications, and with Section 616, Water Pipe and Fittings, of the 2019 Oklahoma Department of Transportation Standard Specifications.  
Measurement – Each 6" GATE VALVE AND BOX.  
Payment - The contract unit price for each 6" GATE VALVE & BOX actually installed and accepted.
7. 8"x 90° BEND  
Under this item, the Contractor will furnish all material, equipment, labor, etc. to install a 8"x 90° BEND as specified in the plans. All construction will be in accordance with standard details included in the plans, applicable City of Midwest City Standard Specifications, and with Section 616, Water Pipe and Fittings, of the 2019 Oklahoma Department of Transportation Standard Specifications.  
Measurement – Each 8"x 90° BEND.  
Payment - The contract unit price for each 8"x 90° BEND actually installed and accepted.
8. 8"x 22 1/2° BEND  
Under this item, the Contractor will furnish all material, equipment, labor, etc. to install a 8"x 22 1/2° BEND as specified in the plans. All construction will be in accordance with standard details included in the plans, applicable City of Midwest City Standard Specifications, and with Section 616, Water Pipe and Fittings, of the 2019 Oklahoma Department of Transportation Standard Specifications.  
Measurement – Each 8"x 22 1/2° BEND.  
Payment - The contract unit price for each 8"x 22 1/2° BEND actually installed and accepted.

9. 8" SOLID SLEEVE

Under this item, the Contractor will furnish all material, equipment, labor, etc. to install a 8" SOLID SLEEVE as specified in the plans. All construction will be in accordance with standard details included in the plans, applicable City of Midwest City Standard Specifications, and with Section 616, Water Pipe and Fittings, of the 2019 Oklahoma Department of Transportation Standard Specifications.

Measurement – Each 8" SOLID SLEEVE.

Payment - The contract unit price for each 8" SOLID SLEEVE actually installed and accepted.

10. FIRE HYDRANT

Under this item, the Contractor will furnish all material, equipment, labor, etc. to install a FIRE HYDRANT as specified in the plans. All construction will be in accordance with standard details included in the plans, applicable City of Midwest City Standard Specifications, and with Section 616, Water Pipe and Fittings, of the 2019 Oklahoma Department of Transportation Standard Specifications.

Measurement – Each FIRE HYDRANT.

Payment - The contract unit price for each FIRE HYDRANT actually installed and accepted.

11. 12" RISER (IF REQ'D)

Under this item, the Contractor will furnish all material, equipment, labor, etc. to install a 12" RISER (IF REQ'D) as specified in the plans. All construction will be in accordance with standard details included in the plans, applicable City of Midwest City Standard Specifications, and with Section 616, Water Pipe and Fittings, of the 2019 Oklahoma Department of Transportation Standard Specifications.

Measurement – Each 12" RISER (IF REQ'D).

Payment - The contract unit price for each 12" RISER (IF REQ'D) actually installed and accepted.

12. REMOVE EXIST. 8" PLUG

Under this item, the Contractor will furnish all material, equipment, labor, etc. to install a REMOVE EXIST. 8" PLUG as specified in the plans. All construction will be in accordance with standard details included in the plans, applicable City of Midwest City Standard Specifications, and with Section 616, Water Pipe and Fittings, of the 2019 Oklahoma Department of Transportation Standard Specifications.

Measurement – Each REMOVE EXIST. 8" PLUG.

Payment - The contract unit price for each REMOVE EXIST. 8" PLUG actually installed and accepted.

13. SAND BACKFILL FOR PIPE BEDDING

Under this item, the Contractor will furnish all material, equipment, labor, etc. to install SAND BACKFILL FOR PIPE BEDDING as specified in the plans. All construction will be in accordance with standard details included in the plans, applicable City of Midwest City Standard Specifications, and with Section 616, Water Pipe and Fittings, of the 2019 Oklahoma Department of Transportation Standard Specifications.

Measurement – Cubic Yard SAND BACKFILL FOR PIPE BEDDING.

Payment - The contract unit price for each Cubic Yard of SAND BACKFILL FOR PIPE BEDDING actually installed and accepted.

14. DISINFECTION & TESTING

Under this item, the Contractor will furnish all material, equipment, labor, etc. to perform DISINFECTION & TESTING as specified in the plans. All work will be in accordance with standard details included in the plans, applicable City of Midwest City Standard Specifications, and with Section 616, Water Pipe and Fittings, of the 2019 Oklahoma Department of Transportation Standard Specifications.

Measurement – Lump Sum DISINFECTION & TESTING.

Payment - The contract unit price of Lump Sum for DISINFECTION & TESTING actually performed and accepted.

15. TREE CLEARING

Under this item, the Contractor will furnish all material, equipment, labor, etc. to perform TREE CLEARING as specified in the plans. All construction will be in accordance with standard details included in the plans and applicable City of Midwest City Standard Specifications. All trees shall be completely removed from the site and become the property of the Contractor and disposed of in a legal manner.

Measurement – Cubic Yard TREE CLEARING.

Payment - The contract unit price of Lump Sum for TREE CLEARING actually performed.

16. SILT FENCE

Under this item, the Contractor will furnish all material, equipment, labor, etc. to install and construct SILT FENCE as specified in the plans. All construction will be in accordance with standard details included in the plans, applicable City of Midwest City Standard Specifications and ODEQ requirements.

Measurement – Linear feet of SILT FENCE actually installed and accepted.

Payment - The contract unit price for each linear foot of SILT FENCE included in this project.

17. ROCK BAG CHECK DAM

Under this item, the Contractor will furnish all material, equipment, labor, etc. to install and construct ROCK BAG CHECK DAM as specified in the plans. All construction will be in accordance with standard details included in the plans, applicable City of Midwest City Standard Specifications and ODEQ requirements.

Measurement – Each of ROCK BAG CHECK DAM actually installed and accepted.

Payment - The contract unit price for each ROCK BAG CHECK DAM included in this project.

**CONSTRUCTION SERVICES AGREEMENT**

**between**

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

**And**

**THE CITY OF MIDWEST CITY**

**THIS CONSTRUCTION SERVICES AGREEMENT** (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation (hereinafter referred to as “**City**”), and \_\_\_\_\_, (hereinafter referred to as “**Service Provider**”) (**City**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

**WITNESSETH:**

**WHEREAS, City** is in need of the following construction services \_\_\_\_\_  
\_\_\_\_\_ ; and

**WHEREAS, Service Provider** is in the business of providing construction services that is needed by the **City**; and

**WHEREAS, the City** and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **City** the requested construction services; and

**WHEREAS, City** hereby retains **Service Provider** to provide construction services as an independent contractor; and

**WHEREAS, Service Provider** agrees to provide the **City** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **City** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in the RFP and in this Agreement.

**NOW, THEREFORE,** for and in consideration of the above premises and mutual covenants as set forth herein, the **City**, and **Service Provider** hereby agree as follows:

**1. INDEPENDENT CONTRACTOR STATUS**

Subject to the terms and conditions of this Agreement, the City retains the Service Provider as an independent contractor, to provide **City** all services, in accordance with the standards exercised by experts in the field, necessary to provide the City services, products,



# CONSTRUCTION SERVICES AGREEMENT

between

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

And

**THE CITY OF MIDWEST CITY**

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solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this Agreement. The **City** shall meet with **Service Provider** to identify service needs on a project by project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this Agreement. The **City** may issue a purchase order for the identified services accompanied by **Service Provider’s** written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the **Service Provider** will issue an invoice to the **City** and, upon approval of the invoice, the **City** will pay the invoice. Upon completion of each Project and provision to the **City** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **City** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This Agreement governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **City**. The Attachments are incorporated into this Agreement by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this Agreement.

b) The text of this Agreement together with the Attachments constitutes the entire Agreement and the only understanding and agreement between the **City** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This Agreement may only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this Agreement.

c) If there is a conflict in language, terms, conditions, or provisions, in this Agreement

# CONSTRUCTION SERVICES AGREEMENT

between

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

And

THE CITY OF MIDWEST CITY

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between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” (“Scope of Services”)
- Attachment “B” (“Schedule of Fees / Rate Card”),
- Attachment “C” (“**Service Provider’s Team**”),
- Attachment “D” (“Insurance”).

## 2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “Service Provider’s Project Team”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in **Attachment “A”** (“**Scope of Services**”) or the Project.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **City’s** goals and purposes. **Service Provider** will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the City, is adequately trained, instructed, and managed so that **Service Provider** timely provides each Project task and satisfies the **Service Provider’s** obligations under this Agreement. The **Service Provider** may not change the **Service Provider’s Team**, for the services to be provided as set forth on Attachment “C” (“**Service Provider’s Team**”) without the prior written consent of the **City**.

# CONSTRUCTION SERVICES AGREEMENT

between

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

And

THE CITY OF MIDWEST CITY

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C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **City**.

### 3. CONSIDERATION

A. The **City** shall pay the **Service Provider** the compensation after completion of Projects or Deliverables as specified in Attachment “B” (“Schedule of Fees / Rate Card”).

B. The **City** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider’s Team**.

### 4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **City** in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **City** shall not withhold any social security tax, workmen’s compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and

Construction Services Agreement with ( \_\_\_\_\_ )

# CONSTRUCTION SERVICES AGREEMENT

between

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

And

THE CITY OF MIDWEST CITY

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the members of its **Service Provider’s Team**, assigned to work on the Project for the **City** are not employees of the **City**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **City**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider’s Project Team**, assigned to work on the Project for the **City** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **City** or its employees.

## 5. TERM, TERMINATION AND STOP WORK

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

B. The **City** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **City**.

1. Upon receipt of a notice of termination for the *convenience* from the **City**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **City** all licenses, work, products, deliverables, solutions, communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **City**, the **City** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the

Construction Services Agreement with ( \_\_\_\_\_ )

# CONSTRUCTION SERVICES AGREEMENT

between

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

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THE CITY OF MIDWEST CITY

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terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **City**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **City** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **City** by reason of **Service Provider’s** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **City** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **City** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

C. Upon notice to **Service Provider**, the **City** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **City** issues a stop work order to **Service Provider**, the **City** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **City**, the **Service Provider** shall suspend all work, services and activities except such

# CONSTRUCTION SERVICES AGREEMENT

between

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

And

THE CITY OF MIDWEST CITY

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work, services, and activities expressly directed by the **City** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **City**, without cause and without cost to the **City**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

**D. Obligation upon Termination for *Convenience*.**

1. In the event this **Agreement** is terminated for convenience hereunder, the **City** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **City** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **City**.

2. Upon termination for *convenience* of the Project and the providing to the **City** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **City** shall own all rights and license for the Deliverables and other work products related to that Project.

## 6. WARRANTIES

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

Construction Services Agreement with ( \_\_\_\_\_ )

# CONSTRUCTION SERVICES AGREEMENT

between

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

And

THE CITY OF MIDWEST CITY

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B. During the term of this **Agreement**, the **City's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **City**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **City** shall be entitled to recover, should the **City** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **City**. Should the **Service Provider** fail to reimburse the **City** within thirty (30) calendar days of demand, the **City** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

## 7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate* protecting the **City** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **City** as additional insureds as their interest may appear under

Construction Services Agreement with ( \_\_\_\_\_ )

# CONSTRUCTION SERVICES AGREEMENT

between

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

And

THE CITY OF MIDWEST CITY

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this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **City** within five (5) days of the execution of this **Agreement**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **City** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **City** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **City** to recover damages, expenses, losses or for personal injuries, death or

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# CONSTRUCTION SERVICES AGREEMENT

between

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

And

THE CITY OF MIDWEST CITY

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property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

## 8. INDEMNIFICATION

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **City** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **City** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **City**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **City** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

## 9. CONFIDENTIALITY

**Service Provider** acknowledges that in the course of training and providing other services to the **City**, the **City** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **City's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **City**, shall disclose to any person, other than to the **City**, any

# CONSTRUCTION SERVICES AGREEMENT

between

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

And

THE CITY OF MIDWEST CITY

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information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

## 10. NOTICES

A. Notices and other communications to the **City** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk  
100 N. Midwest Boulevard  
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

\_\_\_\_\_ (Contact Person name for Service Provider)  
\_\_\_\_\_ (Name of Service Provider)  
\_\_\_\_\_ (street or mailing address for service provider)  
\_\_\_\_\_ (City, State and zip code for service provider)

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

## 11. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **City**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for

# CONSTRUCTION SERVICES AGREEMENT

between

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

And

THE CITY OF MIDWEST CITY

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securing any license, permits and/or zoning which may be required prior to commencement of the Project.

## 12. ASSIGNMENT AND SUBLEASE

**Service Provider** may not assign or sublease its interest under this **Agreement** without the prior written consent of the **City**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **City**. The **City** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **City**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **City** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

## 13. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

## 14. TIME OF ESSENCE

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

## 15. MULTIPLE ORIGINALS

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

# CONSTRUCTION SERVICES AGREEMENT

between

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

And

THE CITY OF MIDWEST CITY

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## 16. ANTI-COLLUSION

**Service Provider** agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **City** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for special consideration to any officials, trustees, or employees of the **City**, either directly or indirectly, in procuring and execution of this **Agreement**.

## 17. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **City** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

## 18. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely

# CONSTRUCTION SERVICES AGREEMENT

between

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

And

THE CITY OF MIDWEST CITY

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for the benefit of the **Service Provider** and the **City**, and none of the provisions hereof are intended to benefit any third parties.

## 19. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

## 20. DISPUTE RESOLUTION

Either **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term of this **Agreement** or attachment hereto. The notice shall contain:

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

Within ten (10) days of receipt of the notice, the other **Party** shall respond with

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be

# CONSTRUCTION SERVICES AGREEMENT

between

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

And

THE CITY OF MIDWEST CITY

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required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation. Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

## 21. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

## 22. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

## 23. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **City** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **City** through a purchase order.

## 24. AMENDMENT

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **City** hereby delegates to the City Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

**CONSTRUCTION SERVICES AGREEMENT**

**between**

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

**And**

**THE CITY OF MIDWEST CITY**

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**25. EFFECTIVE DATE**

The Effective Date of this **Agreement** is the date approved by the **City** as the last party hereto.

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**CONSTRUCTION SERVICES AGREEMENT**

**between**

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

**And**

**THE CITY OF MIDWEST CITY**

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IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this **Agreement** on the dates set forth below.

**Service Provider:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**CONSTRUCTION SERVICES AGREEMENT**

**between**

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

**And**

**THE CITY OF MIDWEST CITY**

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**APPROVED** by the Council and **SIGNED** by the Mayor of The City of Midwest City this  
\_\_\_\_\_ day of \_\_\_\_\_, 2023.

**THE CITY OF MIDWEST CITY**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
SARA HANCOCK, CITY CLERK

**REVIEWED** for form and legality.

\_\_\_\_\_  
DONALD D. MAISCH, CITY ATTORNEY

**STATUTORY BOND**

KNOW ALL 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 Midwest City in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

The condition of this obligation is such that:

WHEREAS, Principal entered into a written contract with the City of Midwest City dated \_\_\_\_\_, 2023, for:

**MIDWEST CITY  
8" WATER LINE TO SERVE  
REED BASEBALL COMPLEX**

all in compliance with the plans and specifications therefor, made a part of said Contract and on file in the office of the City Clerk, City of Midwest City, 100 N. Midwest Boulevard, Midwest City, Oklahoma 73110.

NOW, THEREFORE, if Principal shall fail or neglect to pay all indebtedness incurred by Principal or subcontractors of Principal who perform work in the performance of said contract for labor and materials and repairs to and parts for equipment used and consumed in the performance of said Contract 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 the amount so due and unpaid.

It is further expressly agreed and understood by the parties to said Contract 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, Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized so to do, the day and year first above written.

Principal:

\_\_\_\_\_

By \_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_

Surety:

\_\_\_\_\_

By \_\_\_\_\_  
Attorney-in-Fact

**PERFORMANCE BOND**

KNOW ALL 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 Midwest City in the penal sum of \_\_\_\_\_ Dollars  
(\$\_\_\_\_\_) in lawful money of the United States of America, for the payment of which, well and  
truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees,  
successors, and assigns, jointly and severally, firmly by these presents.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

The condition of this obligation is such that:

WHEREAS, Principal entered into a written Contract with the City of Midwest City dated \_\_  
\_\_\_\_\_, 2023, for:

**MIDWEST CITY  
8" WATER LINE TO SERVE  
REED BASEBALL COMPLEX**

all in compliance with the plans and specifications therefor, made a part of said Contract and on file in  
the office of the City Clerk, City of Midwest City, 100 N. Midwest Boulevard, Midwest City, Oklahoma  
73110.

NOW, THEREFORE, if Principal shall, in all particulars, well, truly, and faithfully perform and  
abide by said Contract and each and every covenant, condition, and part thereof and shall fulfill all  
obligations resting upon Principal by the terms of said Contract and said specifications; and if Principal  
shall promptly pay, or cause to be paid, all labor, materials and/or repairs and all bills for labor performed  
on said work, whether by subcontract or otherwise; and if Principal shall protect and save harmless the  
City of Midwest 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 said work, 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 or his or its agents, servants,  
or employees in the construction of said work, 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 shall protect  
and save the City of Midwest 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 it shall  
be and remain in full force and effect.

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

IN WITNESS WHEREOF, Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized so to do, the day and year first above written.

Principal:

\_\_\_\_\_

By \_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_

Surety:

\_\_\_\_\_

By \_\_\_\_\_  
Attorney-in-Fact

**MAINTENANCE BOND**

KNOW ALL 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 Midwest City in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful money of the United States of America, said sum being equal to one hundred percent (100%) of the contract price, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

The condition of this obligation is such that:

WHEREAS, Principal entered into a written Contract with the City of Midwest City dated \_\_\_\_\_, 2023, for:

**MIDWEST CITY  
8" WATER LINE TO SERVE  
REED BASEBALL COMPLEX**

all in compliance with the plans and specifications therefor, made a part of said Contract and on file in the office of the City Clerk, City of Midwest City, 100 N. Midwest Boulevard, Midwest City, Oklahoma 73110.

NOW, THEREFORE, if Principal shall pay or cause to be paid to the City of Midwest City all damage, loss and expense which may result by reason of defective materials and/or workmanship in connection with said work occurring within **ONE (1) years** from and after acceptance of said project by the City of Midwest City; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if Principal shall save and hold the City of Midwest City harmless from all damages, loss and expense occasioned by or resulting from any failure whatsoever of Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

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

IN WITNESS WHEREOF, Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized so to do, the day and year first above written.

Principal:

\_\_\_\_\_

By \_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_

Surety:

\_\_\_\_\_

By \_\_\_\_\_  
Attorney-in-Fact

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_

City Attorney

**BID**

Proposal of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (hereinafter called BIDDER"),  
organized and existing under the laws of the State of \_\_\_\_\_  
doing business as \* \_\_\_\_\_

To the **CITY OF MIDWEST CITY** (hereinafter called "CITY").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all work for the construction of the following:

**MIDWEST CITY  
8" WATER LINE TO SERVE  
REED BASEBALL COMPLEX**

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under the contract documents on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within **NINETY (90)** consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages the sum of Five Hundred Dollars (\$500.00) per day for each consecutive calendar day thereafter as provided in Section 14 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

\_\_\_\_\_  
\_\_\_\_\_

\* Insert "a corporation," "a partnership" or "an individual" as applicable.



BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the unit prices or lump sum as indicated on the detailed bid form. The CITY shall have the option to deduct any or all of the bid items at the unit cost or lump sum provided by the BIDDER.

BASE BID TOTAL (from DBF-1) \$ \_\_\_\_\_

\_\_\_\_\_  
(Total dollars written)

ALTERNATE 1 TOTAL (from DBF-1) \$ \_\_\_\_\_

\_\_\_\_\_  
(Total dollars written)

Respectfully submitted:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
License Number (if applicable)

(SEAL - If Bid is by a Corporation)

ATTEST: \_\_\_\_\_

**DETAILED BID FORM**

**MIDWEST CITY  
8" WATER LINE TO SERVE  
REED BASEBALL COMPLEX**

Detailed bids shown below shall reflect all related project costs including, but not limited to, equipment, materials, labor, overhead and profit for installation and construction of each item per the drawings and specifications. Any item required for a complete and functional installation shall be included/distributed in the most relevant pay item. Contractor is responsible for verifying quantities. See Appendix I to the Instructions to Bidders for directions and a sample Detailed Bid Form.

<b><u>Pay Item</u></b>	<b><u>Estimated Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Item</u></b>	<b><u>Unit Price</u></b>	<b><u>Item Total</u></b>
1.	1237	L.F.	8" WATER LINE (C900 PVC)		
				Dollars	\$ _____ \$ _____
					<i>(Dollars per unit written)</i>
2.	6	L.F.	6" WATER LINE (C900 PVC)		
				Dollars	\$ _____ \$ _____
					<i>(Dollars per unit written)</i>
3.	1	EA.	8"x 8" TEE		
				Dollars	\$ _____ \$ _____
					<i>(Dollars per unit written)</i>
4.	2	EA.	8"x 6" TEE		
				Dollars	\$ _____ \$ _____
					<i>(Dollars per unit written)</i>
5.	3	EA.	8" GATE VALVE & BOX		
				Dollars	\$ _____ \$ _____
					<i>(Dollars per unit written)</i>
6.	2	EA.	6" GATE VALVE & BOX		
				Dollars	\$ _____ \$ _____
					<i>(Dollars per unit written)</i>
7.	3	EA.	8"x 90° BEND		
				Dollars	\$ _____ \$ _____
					<i>(Dollars per unit written)</i>
8.	1	EA.	8"x 22 1/2° BEND		
				Dollars	\$ _____ \$ _____
					<i>(Dollars per unit written)</i>

<u>Pay Item</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Item</u>	<u>Unit Price</u>	<u>Item Total</u>
9.	2	EA.	8" SOLID SLEEVE		
				Dollars	\$ _____ \$ _____
<i>(Dollars per unit written)</i>					
10.	2	EA.	FIRE HYDRANT		
				Dollars	\$ _____ \$ _____
<i>(Dollars per unit written)</i>					
11.	2	EA.	12" RISER (IF REQ'D)		
				Dollars	\$ _____ \$ _____
<i>(Dollars per unit written)</i>					
12.	1	EA.	REMOVE EXIST. 8" PLUG		
				Dollars	\$ _____ \$ _____
<i>(Dollars per unit written)</i>					
13.	201	C.Y.	SAND BACKFILL FOR PIPE BEDDING		
				Dollars	\$ _____ \$ _____
<i>(Dollars per unit written)</i>					
14.	1	L.S.	DISINFECTION & TESTING		
				Dollars	\$ _____ \$ _____
<i>(Dollars per unit written)</i>					
15.	1	L.S.	TREE CLEARING		
				Dollars	\$ _____ \$ _____
<i>(Dollars per unit written)</i>					
16.	1650	L.F.	SILT FENCE		
				Dollars	\$ _____ \$ _____
<i>(Dollars per unit written)</i>					
17.	1	EA.	ROCK BAG CHECK DAM		
				Dollars	\$ _____ \$ _____
<i>(Dollars per unit written)</i>					

**BASE BID SUBTOTAL (Sum of Items 1-17)**

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
*(Dollars per unit written)*

**NONCOLLUSION AFFIDAVIT  
THIS AFFIDAVIT MUST ACCOMPANY THE BID**

City of Midwest City, Oklahoma

I, \_\_\_\_\_  
Owner, Partner, Officer of Firm

\_\_\_\_\_  
Company Name, City and State

being first duly sworn upon oath, state: I, the Company, its officers or employees, have not been party to any agreement or collusion among bidders, prospective bidders, architects or any other persons, or any other companies, in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or otherwise on this project for:

**MIDWEST CITY  
8" WATER LINE TO SERVE  
REED BASEBALL COMPLEX**

for the City of Midwest City.

\_\_\_\_\_  
Firm Name

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

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

**CERTIFICATION OF PRE-BID SITE INSPECTION**

I, \_\_\_\_\_,

representing

\_\_\_\_\_, certify that on the \_\_\_\_ day of \_\_\_\_\_, 2023, I inspected the project site located in Midwest City. I am thoroughly familiar and aware of all conditions at the site and problems that may be encountered during performance of the referenced project:

**MIDWEST CITY  
8" WATER LINE TO SERVE  
REED BASEBALL COMPLEX**

BY: \_\_\_\_\_  
Name

TITLE: \_\_\_\_\_

***All bidders must inspect the project work site prior to submitting a bid. Therefore, a mandatory pre-bid conference is scheduled as specified in the Notice to Bidders.***

**BID BOND**

KNOW ALL PEOPLE BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are hereby held and firmly bound unto the City of Midwest City in the penal sum of \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Midwest City a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the:

**MIDWEST CITY  
8" WATER LINE TO SERVE  
REED BASEBALL COMPLEX**

NOW, THEREFORE,

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

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

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

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_







## Contractor Certification

Contractor certifies and warrants that it will comply with the Immigration Laws of the United States, including but not limited to 8 USC 1324(a), which makes it unlawful for an employer to hire or continue to employ an illegal or undocumented alien *knowing* the alien is or has become unauthorized with respect to such employment, or to fail to comply with the I-9 requirements. Contractor further agrees to comply with the Oklahoma Taxpayer and Citizen Protection Act of 2007. Contractor will not knowingly employ or knowingly allow any of its Subcontractors to employ any illegal or undocumented aliens to perform any work in connection with services performed for the City of Midwest City. After July 1, 2008, Contractor and its Subcontractors will verify information on all new employees on the Status Verification System operated by the U.S. Government.

Contractor will retain and make available for inspection by the City, upon reasonable notice, a completed I-9 Employment Eligibility Verification Form for each person that contractor directly employs to perform services for the City. If Contractor, or any of its Subcontractors, receives *actual knowledge* of the unauthorized status of one of its employees engaged in providing services to the City, then Contractor or Subcontractor will remove that employee from the project, and shall require each Sub-contractor to act in a similar fashion with respect to such Sub-contractor's employees. Contractor agrees to have a provision in its subcontracts stating that each Sub-contractor will have the same duties and responsibilities with regard to its employees that the Contractor has certified in this paragraph.

Signed under penalty of perjury on \_\_\_\_\_, 2023.

\_\_\_\_\_,  
Contractor

By: \_\_\_\_\_  
Owner or Authorized Officer

**STATEMENT OF BIDDER'S QUALIFICATIONS**  
(Site Preparation Contractor)

All questions must be answered. All responses must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate sheets. The Bidder may submit any additional information.

1. Name of Bidder:  

---
2. Permanent main office address:  

---
3. When organized:  

---
4. If a corporation, where incorporated:  

---
5. How many years have you been engaged in the contracting business under your present firm or trade name:  

---
6. Contracts on hand (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion):  

---
7. General character of work performed by your company:  

---
8. Have you ever failed to complete any work awarded to you?  

---
9. Have you ever defaulted on a contract?  

---
10. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.  

---
11. List your major equipment available for this contract  

---
12. Experience in construction work similar in scope to this project:  

---
13. Background and experience of the principal members of your organization, including officers:  

---



**INSTRUCTIONS TO BIDDERS**  
**APPENDIX 1**  
**INSTRUCTIONS FOR COMPLETION OF THE DETAILED BID FORM**

Detailed Bid Forms are included in the Bidding Documents when projects are bid all or partially on a unit cost basis. Where a Detailed Bid Form is provided, Bidder is to enter the cost per unit in words and in numerals and then enter the total cost of the item (unit cost x estimated quantity) in the right hand column under "Item Total".

The Total of the Item Total Column should be entered at the bottom of the Detailed Bid Form and on the "Amount Bid" line on the Bid Form. Bidders should check to insure that the total of the Detailed Bid Form is entered correctly on the Bid Form. In cases of conflict between words and numerals, the words will govern. In cases of conflict between the amount on the Bid Form and the amount on the Detailed Bid Form, the amount on the Detailed Bid Form will govern.

There may be a Detailed Bid Form for one or more of any Alternates. If a Detailed Bid Form is provided for an Alternate, it should be completed in the same manner as the Form for the Base Bid.

An example of a correctly completed Detailed Bid Form is provided below.

**DETAILED BID FORM ITEMS**

PROJECT NO. \_\_\_\_\_

<b><u>Pay Item</u></b>	<b><u>Estimated Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Item</u></b>	<b><u>Unit Price</u></b>	<b><u>Item Total</u></b>
1.	45	S.Y.	6" P.C. Concrete		
	<u>Fifteen and no/100</u> <i>(Dollars per unit written)</i>			Dollars	\$ <u>15.00</u> \$ <u>675.00</u>
2.	70	L.F.	6" Integral Curb		
	<u>One and 50/100</u> <i>(Dollars per unit written)</i>			Dollars	\$ <u>1.50</u> \$ <u>105.00</u>
3.	56	L.F.	6" Curb Removal		
	<del><u>Two and 13/100</u></del> <u>Three and no/100 MC</u> <i>(Dollars per unit written)</i>			Dollars	\$ <del><u>2.13</u></del> <sup>3.00 MC</sup> \$ <del><u>119.28</u></del> <sup>168.00 MC</sup>
4.	1	L.S.	Plug Existing 42" R.C.P. (3 pts.)		
	<u>Three Hundred and no/100</u> <i>(Dollars per unit written)</i>			Dollars	\$ <u>300.00</u> \$ <u>300.00</u>
5.	45	L.F.	24" R.C.P.		
	<u>Thirty and no/100</u> <i>(Dollars per unit written)</i>			Dollars	\$ <u>30.00</u> \$ <u>1,350.00</u>
APX-1					
TOTAL					\$ <u>2,598.00 MC</u> <del><u>2,549.28</u></del>