

**CITY OF THE VILLAGE
CONTRACT & BIDDING DOCUMENTS**

APPROVAL SHEET

THE VILLAGE STREET REPAIR BID

APPROVED by the City Council of the City of The Village this 17th day of July, 2017.

DAVID BENNETT, MAYOR

ATTEST:

CITY CLERK

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NOTICE TO BIDDERS

Notice is hereby given that the City of The Village, Oklahoma will receive sealed bids in the office of the City Clerk, 2304 Manchester Dr., The Village, OK., until 10:00 a.m. CST on , September 14, 2017, for

THE VILLAGE STREET REPAIR

Bids shall be sealed and marked "**SEALED STREET REPAIR BID ENCLOSED**". Bids will be opened and read aloud on September 14, 2017, at 10:00 a.m. at The Village City Hall. Bids received after the deadline will be returned unopened.

Bids shall be made in accordance with the Notice to Bidders and Bidding Documents which are on file and available for examination at the Office of the City Clerk and are made part of this notice as though fully set forth herein and a copy of which may be obtained at City Hall.

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 the opening of bids, will not be considered and will be returned unopened.

A Bid Bond in the amount of 5% of the bid, an Anticollusion Affidavit, and a Business Relationships Affidavit shall accompany the sealed proposal.

The Bidder shall only use the City of The Village Bid Form and affidavits or photocopies thereof. All forms must be signed and all affidavits sworn to and notarized. All bids shall be typewritten or in ink.

The successful Bidder shall deliver the executed Contract and bonds together with the certificates of insurance and nondiscrimination all as required in the Bidding Documents, to the City no later than ten (10) calendar days following the City's award of the Contract unless that time is extended by the City Manager.

The City may issue addenda as may be necessary in the best interest of the public and the City of The Village. Addenda may amend the date and/or time for receipt of bids or any specification, item, document or requirement contained in the Bidding Documents upon notice to all prospective Bidders who have signed the Bidding Documents Receipt List for this project, which is kept on file in the Office of the City Clerk.

The City Council of the City of The Village reserves the right to reject any or all bids and reserves the right to waive immaterial defects and irregularities.

For additional bidding information contact The Village City Manager 751-8861, Ext. 259 or Public Works Director 751-4933.

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INSTRUCTIONS TO BIDDERS

ARTICLE 1 - IN GENERAL

1.1 BIDDING DOCUMENTS DEFINITIONS

1.1.1 The Bidding Documents consist of the Bid Documents and the Contract Documents.

The Bid Documents consist of Approval Sheet Notice to Bidders Instructions to Bidders Specifications including all Exhibits, Drawings, Plans, and Attachments Bid Form including Bid Form with Alternates, if included in the documents Anticollusion Affidavit Business Relationships Affidavit any other documents required for this bid and any Addenda issued prior to the Bid Date.

The Contract Documents consist of: Contract Performance Bond Certificate of Nondiscrimination Certificates of Insurance, and all Addenda issued prior to the Bid Date. Any Amendments issued after the award of the Contract shall be a part of the Contract Documents upon their approval by the City.

1.1.2 "*Addenda*" are written or graphic instruments issued by the City prior to the Bid Date which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.1.3 A "*bid*" is a complete and properly signed proposal to do the work for the sums stated therein, submitted in accordance with the Bidding Documents. A submission shall not be considered a bid if it is untimely. A submission by a proposed Contractor or Bidder who is not Pre-qualified shall not be considered a bid unless Prequalification is specifically waived in the Bidding Documents.

1.1.4 The "*Base Bid*" is the sum stated in the bid for which the Bidders offers to perform the work described in the Bidding Documents as the base to which Work may be added to or from which work may be deleted for sums stated in Alternate Bids.

1.1.5 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 Bidding Document, is accepted.

1.1.6 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 work as described in the Bidding Documents.

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1.1.7 The "*Bid Date*" and "*Bid Time*" are the date and time for the receipt of bids as provided in the Notice to Bidders.

1.2 CONFIDENTIALITY

1.2.1 No Bidder shall divulge the sealed contents of a bid to any person whomsoever, except those having a partnership or other financial interest with the Bidder in said bid, until after the sealed bids have been opened. A violation on the part of the Bidder shall make void any Contract made by the Bidder with the City based upon such bid.

1.3 SALES TAX

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

1.3.2 Any interpretation of a procedure for the sales tax exemption must be sought from the Oklahoma Tax Commission or the Bidder's legal counsel.

1.4 ELIGIBILITY TO DO PUBLIC WORK.

1.4.1 The bid of any Bidder listed by the Commissioner of Labor as being ineligible to bid on or be awarded a public works Contract will be recommended for rejection.

1.4.2 No subcontractor listed by the Commissioner of Labor as being ineligible to work on any public project may be employed by the successful Bidder.

1.5 CONTRACT

1.5.1 The awarding of a Contract upon a successful bid shall give the Bidder no right to action or claim against the City upon such Contract until the same shall have been reduced to writing and duly signed by the contracting parties.

ARTICLE 2 - BIDDER'S REPRESENTATIONS

2.1 The Bidder by making a bid represents that:

2.1.1 The Bidder has read carefully and understands the Bidding Documents and has visited the site and become familiar with local conditions under which the work is to be performed and has informed himself by independent research of the difficulties to be encountered and 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

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completion and has correlated the Bidder's personal observations with the requirements of the Bidding Documents and the bid is made in accordance therewith.

2.1.2 The Bidder has read and understands the Bidding Documents to the extent that such documentation related to the work for which the bid is submitted and for other portions of the work, if any, being bid concurrently or presently under construction.

2.1.3 The bid is based upon the materials, equipment, systems, or services required by the Bidding Documents without exception.

ARTICLE 3 - BIDDING DOCUMENTS

3.1 COPIES

3.1.1 Bidders may obtain complete Bidding Documents from the Office of the City Clerk, 2304 Manchester Dr., The Village, OK 73120, or as designated in the Notice to Bidders.

3.1.2 Bidders shall use complete sets of Bidding Documents in preparing bids the City shall not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 The Bidder shall carefully study and compare the plans with the Specifications, Bid Form, and other Bidding Documents. The Bidder shall compare the project to be bid with other work being bid concurrently or presently under construction, to the extent that it relates to the work for which the bid is submitted. The Bidder shall examine the site and local conditions. The Bidder shall at once report to the City any errors, inconsistencies, or ambiguities discovered and shall request interpretation of the Bidding Documents as necessary.

3.2.2 Addendum Required. 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.

3.3 SUBSTITUTIONS

3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

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3.3.2 Pre-bid Consideration Addendum required. No substitution will be considered prior to the receipt of Bids unless a written request for approval has been received by the City within seven (7) days prior to the Bid Date. Such requests shall include the name of the material, product or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, products, equipment or other portions of the work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included in the request. The burden of proof of the merit of the proposed substitution is upon the proposer.

3.3.3 If a proposed substitution is approved prior to Bid Date, such approval will be set forth in an addendum issued by the City.

3.3.4 Post-Contract Consideration. Substitutions may be considered after the award of Contract unless specifically prohibited in the Bidding Documents. However, any Bidder basing a bid on a substitution not approved by pre-bid addendum does so at the risk of being required to provide the materials designated in the Bidding Documents.

3.4 ADDENDA DELIVERY AND RECEIPT

3.4.1 Addenda will be mailed, faxed, or delivered only to those Bidders who have signed the Bidding Document Receipt List for the project, which is maintained in the City Clerk's Office.

3.4.2 Copies of addenda will be made available for inspection in the Office of the City Clerk, 2304 Manchester Dr., The Village, and OK 73120.

The following shall be considered proof that Bidder received an addendum:

- a) Mailed addendum: The Bidder's signature or Bidder's Representative's signature on the Certified Mail Return Receipt.
- b) Hand delivered or Picked-up Addendum: The Bidder's signature or Bidder's representative's signature on the Addendum Received Signature List.
- c) Faxed addendum: The City's Fax Confirmation sheet.

It shall be the obligation of the Bidder to ascertain from the City Clerk's Office, within two (2) working days prior to the Bid Date, whether Bidder has received all addenda.

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3.5 PRE-BID CONFERENCE

3.5.1 If provided in the Notice to Bidders or other Bidding Documents, a pre-bid conference will be held at the time and place provided. The conference is open to all prospective Bidders and other interested parties. Representatives of the City will be present. The purpose of the conference is to discuss the plans and Specifications.

3.5.2 Provision of Interpreters. In compliance with the provisions of the Americans with Disabilities Act, upon forty-eight (48) hours notice to the City, a sign language interpreter will be provided for the pre-bid conference.

ARTICLE 4 - BIDDING PROCEDURES

4.1 FORM AND STYLE OF BIDS

4.1.1 Bids shall be submitted on the Bid Form(s) in the Bidding Documents or photocopies thereof.

4.1.2 All blanks on the Bid Form shall be filled in by typewriter or legibly printed in ink.

4.1.3 All prices shall be distinctly legible. Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of any discrepancy between the two, the amount written in words shall govern.

4.1.4 Where a detailed unit price Bid Form for the submission of unit prices is provided in the Bidding Documents, the Bidder will complete the detailed Bid Form and then enter the total amount and shall state the Bidder's name and address, and if applicable, the designated portion of the work for which the bid is submitted.

If the bid is sent by mail, the sealed envelope, marked as described above, shall be enclosed in a separate mailing envelope with the notation "**SEALED STREET BID ENCLOSED**" on the face thereof.

4.1.5 Bids shall be deposited at the Office of the City Clerk, 2304 Manchester Dr., The Village, OK 73120, not more than 96 hours, excluding Saturdays, Sundays and holidays prior to the Bid Date and time. 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 the opening of bids, will not be considered and will be returned unopened.

4.1.6 The Bidder shall assume full responsibility for timely delivery of the bid to the City.

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4.1.7 Oral, telephonic, faxed, or telegraphic submissions are invalid bids and will not receive consideration.

4.1.8 The Bid Affidavits must be properly completed, signed and notarized and submitted with the bid on the forms provided in the Bidding Documents and in the sealed envelope.

The required affidavits are:

1. Anticollusion Affidavit
2. Business Relationships Affidavit

4.1.9 No sealed bid shall be altered, changed, executed, or otherwise revised in any manner by any Bidder after it has been tendered to the City Clerk nor may bids, once submitted to the City Clerk, be withdrawn.

4.1.10 The bid shall be accompanied with a Bid Bond in the amount of 5% of the bid.

ARTICLE 5 - CONSIDERATION OF BIDS

5.1 OPENING OF BIDS TIME FOR CONSIDERATION

5.1.1 Bids properly submitted and timely received will be opened publicly and will be read aloud in the presence of the City Clerk. Opened bids will remain on file in the Office of the City Clerk for at least two (2) days before a Contract is entered into. A tabulation of bid information may be made available to the Bidders within a reasonable time.

5.1.2 The award of Contract shall be made within thirty (30) days after the opening of bids unless the City, by formal recorded action and for good cause shown, provides for a reasonable extension of that period, or unless otherwise specifically stated in the Bidding Documents. The extension shall be for no more than fifteen (15) days.

5.2 REJECTION OF BIDS

5.2.1 The bids will be considered by the City Manager. The City shall reserve the right to reject any or all bids. The City has declared its intent to reject a bid not accompanied by the required Bid Security, and/or a properly signed Bid Form, and/or properly completed, signed and notarized Bid Affidavits and/or by other item(s) required by the Bidding Documents, and may reject a bid, which is in any way incomplete or irregular.

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5.3 ACCEPTANCE OF BID AND AWARD OF CONTRACT

5.3.1 It is the intent of the City to award a Contract to the lowest and best Bidder provided the bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the engineer's estimate or the funds available. The City shall reserve the right to waive immaterial defects or irregularities in a bid received and to accept the bid, which, in the City's judgment, is in its own best interest.

5.3.2 The City shall have 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 Alternates accepted.

5.3.3 Should a Bidder who is awarded a Contract upon a bid fail to execute and provide the Contract and bonds or to provide the required certificates of insurance and/or any other required documents, the Council reserves the right to offer the Contract to the Bidder deemed to be the next lowest and best Bidder.

ARTICLE 6 - CONTRACT AND BONDS

6.1 BOND AND INSURANCE REQUIREMENTS

6.1.1 The Bidder shall furnish bonds in favor of the City of The Village. The bonds must be submitted on the forms, or photocopies thereof, provided in the Bidding Documents.

The bonds are:

- a) Performance Bond
- b) Maintenance Bond
- c) Statutory Bond

6.1.2 The cost of such bonds shall be included in the amount of the bid.

6.1.3 No surety will be accepted who is now in default or delinquent on any demand on any bond or who is engaged in any litigation involving the City or who is not licensed or otherwise permitted to do business in the State of Oklahoma.

6.1.4 The successful Bidder must provide certificates of insurance in the forms and amounts required in the Contract Documents.

6.2 TIME AND DELIVERY OF CONTRACTS, BONDS, AND INSURANCE

6.2.1 The Bidder shall deliver the required Contract and bond(s), together with the certificates of insurance as required in the Specifications, to the City no later the ten

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(10) days following the date of the Notice of Award of the Contract unless that time is extended by the City Manager.

6.2.2 The bonds shall be dated with the date and effective on the date on which the Contract was awarded by the Council.

6.2.3 The Bidder shall require the attorney-in-fact who executed the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

6.2.4 Copies of the required Contract, bonds, and affidavits are contained in the Contract Documents, which are part of the Bidding Documents.

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SPECIFICATIONS

These Specifications are included in and are a part of the Bidding Documents for this project.

NONDISCRIMINATION. Neither the Contractor nor any subcontractors employed on this project may discriminate against any employee or applicant for employment because of race, religion, creed, sex, color, national origin, ancestry, age, or disability as defined by the Americans with Disabilities Act. A certification of Nondiscrimination must be properly signed and submitted with the Contract. The requirements of the Certificate must be included in any subcontracts connected with the performance of the Contract. The Contract may be canceled by the City for noncompliance with the provisions of the Certificate and the Contractor may be declared to be ineligible for future contracts until satisfactory proof of intent to comply shall be made by the Contractor and/or any subcontractors.

PERMITS OR LICENSES. The Contractor must, at his own cost, secure all permits and licenses required by City Code or State Statute and give all notices necessary and incidental to lawful prosecution of the work.

LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all Federal and State Law and regulations and all shall comply with all orders and decrees which exist at the present or which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and no plea of misunderstanding or ignorance will considered.

SAFETY. Contractor shall establish and implement safety measures, policies, and standards conforming to those required or recommended by governmental and quasi-governmental authorities including, but not limited to, the requirements of the United States Occupational and Health Safety Act.

CONTRACT. Contractor will enter into the Contract with the City of The Village and properly submit the executed Contract and the required bonds, documents, and certificates of insurance within ten (10) calendar days after the award of the Contract as specified by the Notice of Award unless said time is extended by the City Manager. No work shall be commenced until the written Contract has been executed and the required bonds and insurance have been provided and a Notice to Proceed has been issued by the City.

AMENDMENTS AND CHANGE ORDERS. The provisions of the Contract may be amended or changed only by an Amendment approved by the City Council. As used herein, "Amendment" shall have the following meaning.

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"Amendment" means a modification to a construction Contract which was awarded on a unit price basis and which modifies the quantity of an item or items based on the unit price stated in the bid. No Amendment shall be effective unless it has been approved by the Council.

STREET CLOSINGS: If it is deemed necessary to close a portion of a street, notification must be given and approval received from the Public Works Director, The Village Police and The Village Fire Department.

REMOVE & REPLACE ASPHALT/CONCRETE:

1. The City shall mark each location to be repaired.
2. **Base Repair:** For repair of asphalt or concrete sections in which the existing pavement is completely removed, contractor shall provide 6" of 1-½" Crusher Run gravel topped by 2" of sand. All base repair areas shall be compacted to 95% Standard Proctor.
3. **Asphalt:** Contractor shall provide at specified locations, a 2" inch overlay of Type B Asphalt meeting Oklahoma City specifications. Asphalt shall be laid to existing grade. Contractor shall cold-mill butt joints of asphalt repair locations as indicated by City. Asphalt overlay locations are specified on the bid item list.
4. **Concrete Replacement:** Contractor shall remove existing concrete pavement at specified locations and replace with 6" of PC Concrete with a design strength of 3,500 PSI after 28 days. Concrete is to be poured to existing grade. Concrete replacement locations are specified on the bid item list.
5. **Clean-up:** Contractor shall be responsible for thorough cleanup of streets in preparation of surface for primer coat and overlay.
6. **Tack Coat:** SS-1 emulsion tack coating meeting Oklahoma City specifications shall be applied to surfaces prior to asphalt overlay in order to provide proper adhesion. Application of tack coat shall be in accordance with standard requirements and procedures.
7. **Equipment:** For asphalt overlay the Contractor shall utilize both a steel roller and rubber tire roller to ensure proper compaction and closure of surface voids.
8. **Testing:** Sampling, extraction, gradation, field density, and hveem stability tests from the completed asphaltic pavement may be required by the City Engineer.

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All tests will be made by a laboratory approved by the City Engineer and shall be done at the expense of the contractor. Frequency and method of testing shall be made only as directed by the City Engineer.

9. **Locations:** The location of each repair is shown in Exhibit A, which is attached to these Bidding Documents.

WEATHER AND TEMPERATURE LIMITATIONS: No asphaltic concrete shall be laid when there is frost on the course on which it is being laid. Unless specified otherwise by the Engineer, surface course shall be laid only when one (1) of the following conditions of temperature and wind velocity prevail:

| <u>Temperature</u> | <u>Maximum Wind Velocity</u> |
|---------------------------|-------------------------------------|
| 60 Deg. F and above | 40 MPH |
| 50 to 60 Deg. F. | 15 MPH |
| 45 to 50 Deg. F. | 5 MPH |

Surface course shall not be laid when temperature is less than forty-five (45) degrees Fahrenheit, except when specifically authorized by the City Engineer in writing.

TRAFFIC CONTROL: Contractor shall be responsible for all traffic control. All flagmen, barricades, cones, and signage shall be provided in accordance with the Uniform Manual on Traffic Controls.

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BID SHEET

_____, proposes to furnish all labor and materials for **THE VILLAGE STREET REPAIR PROJECT** and for all related work as provided for and in accordance with the plans and specifications for the project for the following prices:

LUMP SUM PRICES: The following lump sum amount shall be based on the estimated quantities provided in the bidding documents. *(Lump sum prices shall include all work required for preparation of the street for sealing, all seal coats, and all striping replacement, if any)*

(BID SHEET ON NEXT PAGE)

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BID SHEET

| BID ITEM # | ITEM DESCRIPTION | DIMENSIONS | SQ. YDS | TONS ASPHALT 2" OVERLAY TYPE B | CU YDS CONCRETE 6" - 3500 PSI | L.F. CURB & GUTTER 3500 PSI | COLD MILLING | LUMP SUM PRICE |
|------------|----------------------------|---------------------|-----------------|-----------------------------------|----------------------------------|--------------------------------|----------------------------|----------------|
| 1 | 9800 BLOCK LAKESHORE DRIVE | 500' X 26' | 1444.44 | 160 | | | CONCRETE 52 L.F. | |
| 2 | 3000 BLOCK CARLTON WAY | 245' X 26' | 707.77 | 80 | | | CONCRETE 52 L.F. | |
| 2 | 2200 BLOCK OF HASLEY | 360' X 26' | 1040 | 55 | | | CONCRETE 52 L.F. | |
| 4 | ANDOVER CT & NICHOLS ROAD | 100' X 26/60' X 26' | 462.22 | 55 | | | CONCRETE & ASPHALT 52 L.F. | |
| 5 | 2204 WESTCHESTER DRIVE | 40' X 7' X 6" | 31.11 | | 7 | 40 | REMOVE EXISTING PAVEMENT | |
| 6 | LYNDON & MEEKER DRIVE | 140' X 36' | 1026.66 | 65 | | | CONCRETE 72 L.F. | |
| 7 | WESTCHESTER & GREYSTONE | 105' X 10' X 6" | 116.66 | | 24 | 105 | REMOVE EXISTING PAVEMENT | |
| 8 | 1600 BLOCK ANDOVER COURT | 250' X 26' | 6500 | 130 | | | 52 L.F. | |
| 9 | 2600 BLOCK KINGS WAY | 250' X 26' | 6500 | 85 | | | 52 L.F. | |
| 10 | 1500 & 1600 GLADSTONE TERR | 530' X 26' | 13780 | 170 | | | 52 L.F. | |
| 11 | 2600 BLOCK MANCHESTER DR | 330' X 26' | 8580 | 105 | | | 52 L.F. | |
| | TOTAL | | 40188.86 | 905 | 31 | 145 | | 468 |

Signature of Authorized Representative. _____

Date _____

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CONTRACT

THIS CONTRACT and AGREEMENT, made and entered into this _____ **Day of August, 2017**, by and between the **CITY OF THE VILLAGE**, party of the first part, hereinafter termed "City" and _____ party of the second part, hereinafter termed "Contractor".

WITNESSETH:

WHEREAS, THE CITY OF THE VILLAGE has caused to be prepared in accordance with law, certain plans, specifications, and other Bidding Documents for the work hereinafter described and has approved and adopted all of said Bidding Documents, and has caused Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the following of all labor and materials for **THE VILLAGE STREET REPAIR PROJECT** as outlined and set out in the Bidding Documents and in accordance with the terms and provision of said Contract and,

WHEREAS, Contractor, in response to said Solicitations for Bids, published in the Journal Record, has submitted to City in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract and

WHEREAS, the City, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above named Contractor to be the lowest responsible Bidder on the above described project, and has duly awarded this Contract to said Contractor for the sum named in the proposal, to wit:

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

1. The Contractor shall, in good and first class, workmanlike manner, at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this Contract and the Bidding Documents adopted and approved by the Council of the City, all of which documents are on file in the office of the City Clerk of the City and are made a part of this Contract as fully as if the same were herein set out at length, with the following additions and/or exceptions: (if none, so state)

2. The City shall make payments to the Contractor in the following manner: On or about the first day of each month, the City Engineer, or other appropriate person, will make accurate estimates of the value, based on Contract prices, of work done and materials incorporated in the work and of materials suitably stored at the site thereof

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during the preceding calendar month. The Contractor shall furnish to the City Engineer, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

3. On completion of the work, but prior to the acceptance thereof by the City, it shall be the duty of the City Engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said Bidding and Contract Documents, and upon making such determination, said official shall make his final certificate to the City. The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled said information shall be in the form of an affidavit, which shall bear the approval of the surety on the Contract bonds for payment of the final estimate to the Contractor thereupon, the final estimate (including retainages) will be approved and paid and the same shall be in full for all claims of every kind and description said Contractor may have by reason of having entered into or arising out of this Contract.

4. The Contractor shall not commence work under this Contract until he has obtained all the insurance under this paragraph and such insurance has been approved by the City.

Compensation Insurance. The Contractor shall procure and shall maintain during the life of this Contract, worker's compensation insurance as required by applicable state law for all of his employees to be engaged in work at the site of the work under this Contract. In case any class of employee engaged in work on the project under this Contract is not protected under the worker's compensation statute, the Contractor shall provide adequate employer's liability insurance for the protection of each of his employees as are not otherwise protected. In addition to the above, the Contractor will include \$300,000.00 of employer's liability under his worker's compensation.

Contractor's Comprehensive General Liability and Property Damage Insurance. The Contractor shall obtain a Commercial General Liability and Property Damage Insurance Policy which is in an amount equal to the limit found in 51 O.S. § 154 A, as amended to wit:

1. Twenty-Five Thousand Dollars (\$25,000.00) for any claim or claimant who has more than one claim for loss of property arising out of a single accident or occurrence.
2. One Hundred Thousand Dollars (\$100,000.00) to any claimant for his claim for any other loss arising out of a single accident or occurrence.
3. One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single occurrence or accident.

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Contractor shall have the City named as an additional insured under said General Liability and Property Damages Insurance policies.

Automobile Insurance. The Contractor shall furnish and maintain at his own expense comprehensive automobile liability insurance covering the use of all owned, non-owned, or hired automobiles. The limits shall not be less than:

1. Bodily injury including death resulting therefrom: \$100,000.00 each person, \$1,000,000.00 each occurrence.
2. Property damage \$100,000.00 each occurrence.

Contractor shall have the City named as an additional insured under said Automobile Insurance policies.

Scope of Insurance and Special Hazards. The insurance required hereunder shall provide adequate protection for the Contractor covering the obligations set forth in this agreement and also against any of the special hazards, which may be encountered in the performance of this Contract.

Risk of Loss. The Contractor shall assume all risks for loss of or damages to materials whether stored on the site or elsewhere, or to tools or equipment owned or rented by the Contractor, and he shall maintain such insurance, as he may deem necessary to protect himself against such loss or damage.

Proof of Carriage of Insurance. The Contractor shall furnish the City with certificates showing the type, amount, class of operations covered, effective date and dates of expiration of policies, which policies shall specifically refer to the indemnity provisions. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days' written notice has been received by the City."

All policies shall substitute the word "Occurrence" for accident for both bodily injury and property damage. "Occurrence" shall be defined to mean an event or series of events or continuous or repeated exposure to conditions, which unexpectedly cause injury damage during the policy period.

All insurance coverage shall be provided by insurance companies having policyholder ratings not lower than "A+" and financial rating not lower than "AAAAA" in the most recent issue of Best Insurance Guide.

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The policies of insurance shall be executed by an insurance or indemnity carrier authorized to do business in the State of Oklahoma.

Contractor shall indemnify and save harmless the City against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of City, and all shall defend, indemnify and save harmless City from any and all claims, demands, suits, actions or proceedings of any kind or nature, including worker's compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection herewith, including operations of subcontractors and acts or omissions of employees or agents of Contractor or his subcontractors. Insurance coverage specified herein and in the special conditions constitutes the minimum requirements and said requirements shall in not way lessen or limit the liability of Contractor under the terms of the Contract. Contractor shall procure and maintain, at his own cost and expense, any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the work.

5. It is further understood and agreed that time is of the essence, and the Contractor will commence said work on a date to be specified in a work order by the City and will fully complete same within **(60) Sixty Calendar** days thereafter. The Contractor further agrees to pay as liquidated damages and not as penalty the sum of **\$500 Per Day** estimated, computed, determined and agreed upon because of the uncertainty and difficulty of measuring actual damages for every day the work called for by this Contract shall remain uncompleted and unfinished and the Contractor further agrees that the City may deduct and retain such liquidated damages out of any money due Contractor, under the terms of this Contract.

6. Permitting Contractor to continue and finish work or any part of it after time fixed for its completion or after the date to which time for completion may have been extended, shall in no way operate as waiver on part of the City of any rights under said Contract.

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

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

ATTEST:

CONTRACTOR

(Witness - Secretary)

President_____

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CITY OF THE VILLAGE

Dave Bennett, Mayor

ATTEST:

(City Clerk)

APPROVED AS TO FORM AND LEGALITY this 21st Day of August 2017.

(City Attorney)

**CITY OF THE VILLAGE
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STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, _____ as Principal and _____ and, as Surety, are held firmly bound unto the State of Oklahoma in the sum of _____, such sum being equal to 100% of the Contract price for the payment of which, will and truly be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 2017. The conditions of this obligation are such that whereas, the above bonded Principal is the lowest and best Bidder for the making of the following City work and improvements: **THE VILLAGE STREET REPAIR PROJECT**, and has entered into a certain written Contract with **THE CITY OF THE VILLAGE** on the _____ day of _____, **2017**, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore made, adopted, and placed on file in the office of the City Clerk of the **CITY OF THE VILLAGE**.

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractor of said Principal who perform work in the performance of such, for labor and materials furnished by a supplier and consumed in the performance of this Contract, and such repairs to and rental of machinery and equipment as may be furnished by a subcontractor to the person or persons contracting with the City and in accordance with applicable Prevailing Wage Scales, if any, promulgated by the Commissioner of Labor and on file in the office of the Secretary of State pursuant to the provisions of 40 O.S. 1965 Supp. 196.1-196.12, 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 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 for the obligations of this bond.

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

by _____
Principal

ATTEST:

Witness - Surety

**CITY OF THE VILLAGE
CONTRACT & BIDDING DOCUMENTS**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, _____ as Principal and _____ as Surety, are held firmly bound unto the City of The Village, a municipal corporation, and City of the first class of the State of Oklahoma, in the full sum of _____, such sum being equal to 100% of the Contract price for the payment of which, will and truly be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 2017. The conditions of this obligation are such that whereas, the above bonded Principal is the lowest and best Bidder for the making of the following City work and improvements: **THE VILLAGE STREET REPAIR PROJECT**, and has entered into a certain written Contract with **THE CITY OF THE VILLAGE** on the _____ day of _____, **2017** for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore made, adopted, and made a part of said Contract and on file in the office of the City Clerk of the **CITY OF THE VILLAGE**, and said Contract is hereby made a part and parcel of this bond as if literally written herein.

NOW, THEREFORE, if the said Principal, shall fully and faithfully execute the work and perform said Contract according to its terms, conditions, and covenants, and in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore made, adopted and placed on file in the office of the City Clerk of the **CITY OF THE VILLAGE**, and in accordance with applicable Prevailing Wage Scales, if any, promulgated by the Commissioner of Labor and on file in the office of the Secretary of State pursuant to the provisions of 40 O.S. 1965 Supp. 196.1-196.12, as set out in the specifications herein, and shall promptly pay or cause to be paid, all labor material and/or repairs and all bids for labor performed on said work, whether by subcontract or otherwise, and shall protect and save harmless the said City and all interested property owners against all claims, demands, causes of action, losses or damage, and expense to life or property suffered or sustained by any person, firm, or corporation by reason of negligence of the Contractor or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any improper execution of the work or act of omission or use of inferior materials by said Contractor or his or its agents, servants, or employees, and shall protect and save the City harmless from all suits and claims of infringement or alleged infringement of patent rights or processes, then this obligation shall be void otherwise, this obligation shall remain in full force and effect.

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

IN WITNESS WHEREOF, the Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be

**CITY OF THE VILLAGE
CONTRACT & BIDDING DOCUMENTS**

hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

ATTEST:

(Witness - Secretary)

by _____
Principal

ATTEST:

(Witness - Secretary)

by _____
Surety

**CITY OF THE VILLAGE
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MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, _____ as Principal and _____, as Surety, are held firmly bound unto the City of The Village, a municipal corporation, and City of the first class of the State of Oklahoma, in the full and just sum of _____, such sum being equal to 100% of the Contract price for a period of one (1) year and thereafter, for a period of one (1) year for the sum of, _____, the sum being not less than fifteen (15%) percent of the Contract price, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 2017 The conditions of this obligation are such that whereas, the above bonded Principal, is the lowest and best Bidder for the making of the following City work and improvements: **THE VILLAGE STREET REPAIR PROJECT**, and has entered into a certain written Contract with **THE CITY OF THE VILLAGE** on the _____ of _____, 2017, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore made, adopted, and made a part of said Contract and on file in the office of the City Clerk of the **CITY OF THE VILLAGE**: and to maintain the said improvement in the amounts set forth above against any failure due to workmanship or material for a period of two (2) years from the date of acceptance of the improvements by the Council of the **CITY OF THE VILLAGE**.

NOW, THEREFORE, if the said Principal, shall pay or cause to be paid to the City, all damage, loss, and expense which may result by reasons of defective materials and/or workmanship in connection with said work occurring within a period of two (2) years for all projects for the construction of roads, streets, highways, and utilities from and after acceptance of said project by the City, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed that if the said Principal or Surety herein shall fail to maintain said improvements against any failure due to defective workmanship and/or material for a period of two (2) years and at any time repairs shall be necessary that the cost of making said repairs shall be determined by the Council of the **CITY OF THE VILLAGE**, or some person or persons designated by them to ascertain the same, and if, upon thirty (30) days notice, the said amount ascertained shall not be paid by the Principal or Surety herein, or if the necessary repairs are not made, that said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined by any Court of competent jurisdiction. The amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this bond as the condition of the improvements may require.

It is further expressly agreed and understood by the parties hereto that no changes or alteration 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.

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

ATTEST:

_____ by _____
(Witness - Secretary) Principal

ATTEST:

_____ by _____
(Witness - Secretary) Surety

**CITY OF THE VILLAGE
CONTRACT & BIDDING DOCUMENTS**

NOTICE OF AWARD

To:
From: **City Manager, The Village**
Project: **The Village Street Repair Project**
Date:

You are hereby notified that you have been selected as the successful Bidder for the above project.

You are required to submit the following bonds, certificates, and affidavits within ten (10) days of the Award Date of _____, **2017**:

- Worker's Compensation Insurance Certificate
- General Liability Insurance Certificate
- Maintenance Bond
- Performance Bond
- Statutory Bond
- Contractor Identification Numbers
- W-9 Form

FAILURE TO PROVIDE the required bonds and insurance certificates on or before _____, **2017** will result in the **FORFEITURE** of your **Bid Bond**.

Upon receipt and approval of the required bonds and insurance, your Bid Bond will be returned to you along with a written **NOTICE TO PROCEED**. **ABSOLUTELY NO WORK** is to commence prior to the issuance of the Notice to Proceed.

ATTEST:

City Clerk

**CITY OF THE VILLAGE
CONTRACT & BIDDING DOCUMENTS**

NOTICE TO PROCEED

To:
From: **City Manager, The Village**
Project: **The Village Street Repair Project**
Date:

Date:

You are hereby notified to commence work in accordance with the agreement dated _____, **2017** on or before _____ **2017**, and you are to complete the work within **sixty (60) CALENDAR DAYS** thereafter. The date of completion of all work is therefore, _____ **2017**.

ATTEST:

City Clerk

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by:

Contractor Date

Corporate Seal

Signed this _____ day of _____, 2017.

**CITY OF THE VILLAGE
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CONTRACTOR IDENTIFICATION NUMBERS

(This form is to be completed and submitted with the Contract)

Project Name & Description: _____.

Name of Contractor: _____.

Pursuant to the Rules and Regulations of the Commissioner of Labor issued under the Oklahoma Minimum Wage on Public Works Act (40 O.S. Section 196.2), Contractor provides the following Identification Numbers:

Oklahoma Tax Commission _____

Oklahoma Employment Security Commission _____

Internal Revenue Service _____

Social Security Administration _____

Contractor is reminded that no contractor or subcontractor may be employed on this project who is listed by the Commissioner of Labor as ineligible to bid on or be awarded a public works contract. A list of ineligible contractors may be obtained from the Commissioner of Labor.