



**SPECIFICATIONS  
AND  
CONTRACT DOCUMENTS  
FOR THE  
NORMAN INVESTIGATION CENTER (NIC) AIR HANDLER REPLACEMENT**

**Bid No. – 2526-22**

**CITY OF NORMAN  
PARKS AND RECREATION DEPARTMENT  
225 N. WEBSTER AVE  
NORMAN, OKLAHOMA 73069  
(405)366-5472**

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**SPECIFICATIONS AND**  
**CONTRACT DOCUMENTS**

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## **NOTICE TO BIDDERS**

### **CITY OF NORMAN** **INVITATION TO BID NUMBER -**

#### **Norman Investigation Center (NIC) AIR HANDLER UNIT REPLACEMENT**

Notice is hereby given that pursuant to an order by the CITY OF NORMAN (OWNER), a municipal corporation, sealed bids will be received at **Office of Purchasing Division, Development Center 225 N. Webster** until **2:00 PM on January 12<sup>th</sup>, 2026** for and on behalf of the CITY OF NORMAN, for furnishing all tools, material and labor, and performing the work necessary for replacement of the **NIC AIR HANDLER UNIT with a New Unit.** **Bids will be opened and read aloud at the Norman Development Center, located at 225 North Webster Avenue in Norman, OK at 3:00 p.m. on January 13<sup>th</sup>, 2026.**

A non-mandatory Pre-bid Conference will be held on, **December 19<sup>th</sup> at 0900 AM at the NIC 1507 W Lindsey Street, Norman Ok.** Bidders are expected to inspect the site of the work and to inform themselves regarding all local conditions. For information concerning the proposed work, or the scheduled Pre-bid Conference, contact Jaron Barnhill 405-519-4496 or Lance Harper 405-779-6525.

The unit price **must** be stated on all items and all totals extended, if required. **BIDDER GUARANTEES UNIT PRICES TO BE CORRECT.** To receive consideration, bids **must** be submitted on the City of Norman "Form for Bidders" and "Bidders Proposal" (if applicable), which are hereby made part of this Invitation to Bid. Bidders **should** submit one original and one duplicate Form for Bidders and Proposals. Discount and delivery date (if any) **must** be plainly stated on the Form for Bidders and Bidders Proposal.

Alternate bids **may** be considered. If bidding an alternate, state on the face of the Form for Bidders and fully describe the merchandise and include Manufacturer's Literature. Unless the bidder identifies on the Form for Bidders that an alternate is being bid, the bidder **will** be expected to construct the project as specified. Alternate bids **shall not** be substituted to circumvent the specifications.

Bids shall be made in accordance with the Notice to Bidders, Requirements for Bidders, Plans, Specifications, and Bidders Proposal, which are on file and available for examination at the Office of the Parks and Recreation Department and are made a part of this notice as though fully set forth herein, a copy of which may be obtained from the Office of the Director of Parks and Recreation. All bids shall remain on file for at least forty-eight (48) hours thereafter before a contract shall be made and entered into thereon.

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 bids, will not be considered and will be returned unopened.

A surety bond in the amount of five percent (5%) of the bid **shall accompany the sealed proposal** of each bidder. Any and all deposits will be returned to the unsuccessful bidders upon Council award of the bid.

The Affairs of the City of Norman, whether in the conduct of its governmental or proprietary functions, involve the health, safety and welfare of the public; and because the item(s) specified are necessary and proper for the conduct of said affairs, any delay in the delivery of the item(s) being bid can jeopardize the health, safety and welfare of the public, and can result in the incurring of additional expenses to the City. For these reasons, it is understood by the bidder that the duration of time from the date of the City of Norman's Purchase Order to the date of delivery of the item(s) being bid herein is considered to be an integral part of this bid and **may** be considered in awarding the contract.

All bids **will** be awarded by Section or Sections whichever is in the best interest of the City. The City of Norman reserves the right to reject any and all bids, or parts of bids, and to waive any or all formalities of the bidding process. All bids are public records and are available during regular office hours.

When submitting bids, corporate entities are required to comply with State law regarding authorized signatures:

- State statute requires that bids “be signed by the chair or vice-chair of the Board of Directors, or the President, or by a Vice President, and attested by the Secretary or an Assistant Secretary; or by officers as may be duly authorized to exercise the duties...” 18 O.S. § 22
- However, if some other official with the corporation, such as a secretary signing a document, such signature needs to be accompanied by a certificate or a copy of a resolution adopted by the Board setting forth the authority of that individual to execute a contract.
- With respect to limited liability corporations, every manager is an agent of the company for the purpose of business and binds the limited liability company. Therefore, instruments and documents shall be valid and binding upon the limited liability of the company if executed by one or more of its managers. 18 O.S. § 32
- As set forth above when submitting bids, certification adhering to the state statutes should accompany documents being turned in for review.

## REQUIREMENTS FOR BIDDERS

In accordance with State Law, the following documents must be included in the bid proposal packet submitted for consideration in the **NIC AIR HANDLER Replacement**. Failure to submit all of the items called for may render the bid proposal incomplete and thus eliminate the bidder from further consideration. They are:

1. Complete Bid Proposal
2. Bid Affidavits
  - a. Non-Collusion Affidavit
  - b. Business Relationship Affidavit
  - c. False Information Affidavit
3. Proposal Guaranty in the amount of five percent (5%) of the total bid
4. Certificate of Non-Discrimination

\* If no subcontract is anticipated for this project, the forms above pertaining to subcontractors need not be submitted.

**BID PROPOSAL (PAGE 1 OF 4)**

DATE: \_\_\_\_\_

PROJECT: NIC Air Handler Replacement

LOCATION: **\_\_1507 W Lindsey Street, Norman Ok**

Proposal of \_\_\_\_\_

(hereinafter called "Bidder") a corporation/partnership/LLC/an individual (circle correct terms) doing business in the State of \_\_\_\_\_.

To: The City of Norman, Oklahoma

To Whom It May Concern:

The undersigned, as the Bidder, declares that before preparing their bid, they read carefully the instructions to bidders, the general conditions, and the general detailed plans and specifications, examined the form of the contract and the several bonds and the information blanks to be submitted, and that they are familiar with all the provisions of the same and with all the requirements of the complete contract to be entered into and bonds to be executed; that they have carefully examined the specifications for the proposed work on file with the Director of Parks and Recreation, that they have visited the site of the work, have examined carefully all local conditions, has informed themselves by their independent research and soundings of all the difficulties to be encountered, has judged for themselves of the accessibility of the work, and the quantities and character of the materials to be encountered or excavated and all attending circumstances affecting the cost of doing the work and the time required for its completion and that this bid is made with full knowledge of the difficulties that may be encountered and the kinds, quantity and quality of the work and materials required or to be encountered, and with full knowledge of all specifications and estimates and all provisions of the contract and bonds, gained by the independent research of the Bidder.

Said Bidder proposes and agrees that if their proposal is accepted, they will enter into a contract with the City of Norman, within ten (10) days after the acceptance of their bid, for the furnishing of all necessary tools and materials, all work necessary to erect, construct and install the structure and appurtenances complete in place in the manner and under conditions required by the contract and by the specifications therefore, on file in the Office of the Director of Parks and Recreation, Norman, Oklahoma, for the following amounts:

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within ten (10) days and deliver all bonds as required by the General Conditions.

**BID PROPOSAL (PAGE 2 OF 4)**

The bid security attached in the sum of \_\_\_\_\_(Dollars)  
\$ \_\_\_\_\_ is to become the property of the Owner in the event the contract and  
bonds not executed within the time above set forth, as liquidated damages for the daily and  
additional expense to the Owner caused thereby.

Total price for the base bid items\* is as follows:

**BID AMOUNT**

**1) and according to Prices**

**Itemized on page 4 of this bid form\*:**

\$ \_\_\_\_\_

**TOTAL BID AMOUNT:**

\$ \_\_\_\_\_

**TOTAL BID AMOUNT IN WORDS:** \_\_\_\_\_

\*(Complete attached cost breakdown on page 4 of Bid Proposal for individual pay items)

The Contractor hereby agrees to commence work within ten (10) days following issuance of a  
written NOTICE-TO-PROCEED from the Project Manager and to complete same within one  
hundred twenty (120) consecutive calendar days. Enclosed is a surety bond, certified check, or  
cashier's check in the amount of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) as called for in the NOTICE TO BIDDERS, the amount being five percent  
(5%) of the total bid price.

If partnership, give name and address  
of each member.

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

SIGNED:

Contractor

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

Representative

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
Incorporated under the laws of:

\_\_\_\_\_  
State

**BID PROPOSAL (Page 3 of 4)**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

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

SIGNED: \_\_\_\_\_

Subscribed and sworn to before me, a Notary Public, in and for the State of \_\_\_\_\_, County of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My Commission Number: \_\_\_\_\_

**BID PROPOSAL (PAGE 4 OF 4)**

CITY OF NORMAN –  
PREPARED BY

- Provide labor and materials to remove existing air handler, disconnect water, electrical and controls connections
- Provide new comparable Temtrol air handler with minimum 7 zones.
- Provide new piping and control valves serving new air handler
- Provide labor and materials to install new equipment, modify and connect supply and return ducts as needed.
- Provide labor and materials to connect existing building loop water connections to new equipment.
- Provide labor and materials to connect existing building controls to new equipment.
- Provide insulation.
- Start equipment and verify operations.
- Clean workspace and pack out old equipment and debris.

Total Project Cost in Words \_\_\_\_\_

**BID AFFIDAVITS**

The following affidavits are to accompany the bid:

A. **Non-Collusion Affidavit**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, of lawful age, being first duly sworn on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any government official or employee as to quantity, quality, or price in the prospective contract, of any other terms of said prospective contract; or in any discussions between bidders and any government official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Norman (or other entity) any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

SIGNED: \_\_\_\_\_

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

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

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

My Commission Number: \_\_\_\_\_

**B. Business Relationships Affidavit**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

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

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

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

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

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

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

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

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

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

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

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

My Commission Number: \_\_\_\_\_

C. **False Information Affidavit**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Contractor

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

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

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

My Commission Number: \_\_\_\_\_

**CERTIFICATION OF NONDISCRIMINATION**

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

- A. The contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. The Contractor shall take affirmative action to ensure that employees are treated without regard to their race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor and Subcontractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions in this section.
  
- B. In the event of the Contractor’s noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City Council. The Contractor may be declared by the City Council ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.
  
- C. The Contractor agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

I have read the above stated clause and agree to abide by its requirements.

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

My commission expires: \_\_\_\_\_

**STATUTORY BOND**

Know all men by these presents, that \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the penal sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_), for the payment of which sum Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the conditions of this obligation are such, that the above Principal is the lowest and best bidder for the making of the following City work and improvement, viz.:

**NIC RTU REPLACEMENT**

and has entered into a certain written contract with the CITY OF NORMAN, dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain specifications heretofore made, adopted and placed on file in the office of the City Clerk of the City of Norman.

NOW, THEREFORE, if the said Principal, shall properly and promptly complete the work on the above named project in accordance with the contract, and shall well and truly pay all indebtedness incurred for labor and material and repairs to and parts for equipment furnished in the making of said project incurred by the Principal or subcontractors, then this obligation shall be void. Otherwise, this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

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

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 to do so, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal) (where applicable)

Principal

ATTEST:

Signed: \_\_\_\_\_

Authorized Representative

\_\_\_\_\_  
Corporate Secretary (where applicable)

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

(Corporate Seal) (where applicable)

ATTEST:

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

Address: \_\_\_\_\_

Surety

Signed: \_\_\_\_\_  
Authorized Representative

Printed: \_\_\_\_\_  
Authorized Representative

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

Address: \_\_\_\_\_

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_ to me known to be the identical person who executed the foregoing, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

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

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

My Commission Number: \_\_\_\_\_

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
City Attorney

Approved by the Council of the City of Norman, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

Statutory Bond No. B-2526-xx  
Page 2 of 2

**P E R F O R M A N C E   B O N D**

Know all men by these presents, that \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, in the full and just sum of \_\_\_\_\_ DOLLARS, (\$ \_\_\_\_\_), for the payment of which sum Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the conditions of this obligation are such, that said Principal is the lowest and best bidder for the making of the following city work and improvements, viz.:

**[PROJECT NAME]**

and has entered into a certain written contract with the CITY OF NORMAN dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the erection and construction of the above named project, that said Contract being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly and faithfully perform and abide by said Contract and each and all specifications and covenants thereto; and if said 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 incurred by Principal or subcontracts; and if said Principal shall protect and hold harmless the City of Norman from all loss, damage and expense to life or property suffered or sustained by any person, firm, or corporation caused by said Principal 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 said Principal or its agents, servants, or employees, and if said Principal shall protect and save the City of Norman harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise this obligation shall remain in full force and effect.

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

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 to do so, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

*[Signatures on following page]*

(Corporate Seal) (where applicable)

Principal

ATTEST:

Signed: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Corporate Secretary (where applicable)

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

Address: \_\_\_\_\_

(Corporate Seal) (where applicable)

Surety

ATTEST:

Signed: \_\_\_\_\_  
Authorized Representative

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

Printed: \_\_\_\_\_  
Authorized Representative

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

Address: \_\_\_\_\_

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_ to me known to be the identical person who executed the foregoing, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

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

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

My Commission Number: \_\_\_\_\_

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
City Attorney

Approved by the Council of the City of Norman, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**MAINTENANCE BOND**

Know all men by these presents, that \_\_\_\_\_, as Principal, and \_\_\_\_\_, as a corporation organized under the laws of the State of \_\_\_\_\_, and authorized to transact business in the state of Oklahoma, as Surety, are jointly and severally, firmly held and bound unto the City of Norman, herein called City, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), in lawful money of the United States of America, same being one hundred percent (100%) of the cost of construction herein referred to for the payment of which sum Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the conditions of this obligation are such, that said Principal is the lowest and best bidder for the making of the following city work and improvements, viz.:

**[PROJECT NAME]**

WHEREAS, the Principal, has entered into a certain Contract (K-2324-xx) with the City dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the erection and construction of the above named Project, that Contract being incorporated herein by references as if fully set forth; and,

WHEREAS, under the ordinances of the City, the said Principal is required to furnish to the City a maintenance bond covering the said Project, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the said Project.

NOW, THEREFORE, the said Principal shall keep and maintain, subject to normal wear and tear, the said Project, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, for a period of one (1) year from the date of the written final acceptance thereof by the City, and shall promptly repair, without notice from the City, any and all defects or failures occurring or arising from improper workmanship, materials, or failure to protect new work until it is accepted within a period of one (1) year without notice from said City, and without expense to said City, thence this obligation shall be null and void and of no force and effect. Otherwise, this obligation shall remain in full force and effect at all times.

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

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

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s) on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, and the said Surety has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its attorney-in-fact, authorized to do so, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

(Corporate Seal) (where applicable)

Principal

ATTEST:

Signed: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Corporate Secretary (where applicable)

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

Address: \_\_\_\_\_

(Corporate Seal) (where applicable)

Surety

ATTEST:

Signed: \_\_\_\_\_  
Authorized Representative

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

Printed: \_\_\_\_\_  
Authorized Representative

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

Address: \_\_\_\_\_

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, personally appeared \_\_\_\_\_ to me known to be the identical person who executed the foregoing, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

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

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

My Commission Number: \_\_\_\_\_

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
City Attorney

Approved by the Council of the City of Norman, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**C O N T R A C T**

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter designated as “Contractor”, and the City of Norman, a municipal corporation, hereinafter designated as “City”.

**W I T N E S S E T H**

WHEREAS, the City has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all 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 furnishing of all labor and materials for the following project:

**[PROJECT NAME]**

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

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

WHEREAS, the City, in the manner provided by law, has opened, examined, and canvassed the proposals submitted and has determined and declared the above-named Contractor to be the lowest and best bidder on the above-prepared project, and has duly awarded this contract to said Contractor, for the total sum named in the proposal, to wit: \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_);

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 a good and first-class, workmanlike manner at their own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this Contract and the following Contract Documents:

- i. Specifications, Provisions and Bonds thereto, all of which documents are on file in the office of the City Clerk of the City of Norman, and are made a part of this Contract as fully as if the same were set out at length, with the following additions and or exceptions: (If none, so state.)
- ii. The Notice to Bidders published in the Norman Transcript \_\_\_\_\_; the Bid No. B-2324-xx, containing the instructions to bidders and the special and general provisions of specifications; and the Contractor's bid or proposal; each of said instruments on file in the office of the City Clerk of the City of Norman, are made part of this contract as if fully written in detail herein or attached thereto.

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

2. The City shall make payments to the Contractor in the following manner:

- i. The project manager, or other appropriate person, will make accurate estimates of the value, based on contract prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof, to submit to the City as an application for payment. The Contractor shall furnish to the project manager, or the appropriate person, such detailed information as they may request to aid them as a guide in the preparation of the application for payment. Each estimate and application for payment must contain or have attached an affidavit as required by Senate Bills 469 of the 1974 Legislature. The City will pay Contractor within thirty (30) days of receipt of the application for payment and only after the work contained in the application for payment has been fully completed and has been approved and accepted by the City.
- ii. On completion of all the work, but prior to the acceptance thereof by the City, it shall be the duty of the project manager, or other appropriate person, to determine that said work has been completely and fully performed in accordance with this Contract and the Contract Documents; and upon making such determinations said official shall make his final certificate to the City. The Contractor shall furnish proof that all claims and obligations incurred by them 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 estimates to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid within thirty (30) days and only after all the work has been fully completed to the satisfaction of the City.

3. It is further agreed that the Contractor will commence said work within \_\_\_\_\_ days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same in \_\_\_\_\_ calendar days. The City may terminate this Contract for any reason upon thirty (30) days written notice to Contractor.

4. Notice: Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is delivered personally, or within three (3) business days after it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, to:

City:

Lance Harper  
Facilities and Construction Manager  
225 N. Webster Ave.  
Norman, OK 73070

Contractor:

Name:  
Title:  
Street Address:  
City, State Zip:

5. Indemnification: Contractor agrees to indemnify and hold harmless the City, its officers, agents and employees from and against all liability for injuries or death to persons, legal expense or damage to property caused by Contractor's, its agents or employees performance under this Contract; provided, however, that Contractor shall not be liable for injury, damage or loss occasioned by the sole negligence of the City, its agents or employees. Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damages, suits, expenses, liability or proceedings of any kind whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from, or arising out of, Contractor's acts, omissions or operations under or in connection with this Contract. Further, the City shall not be liable or responsible to Contractor for any loss or damage to any property or person occasioned by a third party. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under this Contract.

6. Insurance: Contractor shall, at its own expense, keep in force insurance of the following types and in not less than the following amounts, issued by a company or companies licensed to do business in Oklahoma and is of sound and adequate financial responsibility, against all liabilities for accidents arising out of or in connection with Contractor's performance of this Contract, except when caused by the City's negligence or that of its agents or employees, and shall furnish to the City certificates evidencing such insurance subject to the limitations set forth above in respect to the City's sole negligence and Contractor shall furnish a certificate to the effect that such insurance shall not be changed or cancelled without ten (10) days prior notice to the City, said notice shall be written and shall be given by Contractor, to wit:

- i. Worker's Compensation Insurance and Employer's Liability Insurance as prescribed by State Statute, for all of Contractor's employees and subcontractors working on the project, with the subcontractors to also provide the same.

- ii. Provide both Commercial General Liability Insurance and Automobile Liability Insurance for personal injury and property damage in limits prescribed by the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq.) and subsequent revisions thereto,

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as follows:

- a. \$25,000 for loss of property arising out of a single act or occurrence.
- b. \$125,000 per person for any other loss arising out of a single act or occurrence.
- c. \$1,000,000 for any number of claims arising out of a single act or occurrence.

7. Miscellaneous:

- i. *Counterparts*: This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute the same instrument.
- ii. *Severability*: If any provision of this Contract is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
- iii. *Governing Law; Venue*: This Contract shall be governed and construed in accordance with the laws of the United States of America and the State of Oklahoma. The venue for any action under this agreement shall be in the District Court of Cleveland County, Oklahoma or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.
- iv. *Authority*: Each party hereto has the legal right, power and authority to enter into this Contract. Each party's execution, delivery and performance of this Contract has been duly authorized, and no other action is requisite to the valid and binding execution, delivery and performance of this Contract, except as expressly set forth herein.
- v. *Entire Agreement; Amendments*: This Contract and the associated Contract Documents constitute the entire agreement among the parties hereto and may not be amended or modified, except in writing, signed by each of the parties hereto. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- vi. *Assignment*: This Contract shall not be assigned by Contractor without prior written consent of the City.
- vii. *Nondiscrimination*: Contractor acknowledges that the Certification of Nondiscrimination completed with their bid proposal is incorporated herein and thereby agrees to comply with

the requirements contained in such certification throughout the performance of this Contract.

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viii. *Non-Waiver*: No failure on the part of either party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either party of any right hereunder preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to either party at law or in equity.

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

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals respectively the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The parties agree that they may conduct the transaction by electronic means and hereby state that electronic signature is valid and shall have the same force and effect as an original signature.

**CONTRACTOR**

Corporate Seal (where applicable)

BY: \_\_\_\_\_  
President or Managing Partner

ATTEST:

\_\_\_\_\_  
Corporate Secretary (where applicable)

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

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

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

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

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

Commission Number: \_\_\_\_\_

**CITY OF NORMAN**

Approved as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
City Attorney

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Approved by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**PAYMENT AFFIDAVIT**

STATE OF \_\_\_\_\_

P.O. NO. \_\_\_\_\_

COUNTY OF \_\_\_\_\_

INVOICE NO. \_\_\_\_\_

AMOUNT \_\_\_\_\_

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
By: Engineer, or Supervisory Official

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

\_\_\_\_\_  
Notary Public (or Officer having Power to Administer Oaths)

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

My Commission Number: \_\_\_\_\_

### LOCATION MAP



## **GENERAL PROVISIONS**

### SECTION 201 – DEFINITIONS OF TERMS

#### 201.01 – Definitions

Wherever the words, forms or phrases herein defined, or pronouns used in their stead, occur in these specifications, in the contract or in the advertisement or any document or instrument herein contemplated or to which these specifications apply, the intent and meaning shall be interpreted as follows:

- |                     |  |
|---------------------|--|
| Advertisement ..... | All of the legal publications pertaining to the work contemplated or under contract. |
| A.N.S.I. ....       | American National Standards Institute  |

A.S.T.M. ....	The American Society for Testing Materials
Award .....	The decisions of the City to accept the proposal of the lowest and best bidder for the work, subject to the execution and approval of a satisfactory contract and the required bonds therefor, and to such other conditions as may be specified or otherwise required by law.
Bidder .....	Any person or persons, partnership, company, firm or corporation acting directly or through a duly authorized representative submitting a proposal for the work contemplated.
City .....	City of Norman, Oklahoma, a Municipal Corporation, acting through its duly authorized assistants or agents.
City Attorney .....	The City Attorney of the City of Norman, Oklahoma, or their duly authorized assistants or agents.
City Clerk .....	The City Clerk of the City of Norman, Oklahoma, or their duly authorized assistants or agents.
City Manager .....	The Manager of the City of Norman, Oklahoma
City Controller .....	The City Controller of the City of Norman, Oklahoma, or their duly authorized assistants or agents.
Council .....	The Council of the City of Norman, Oklahoma
Contract .....	The written agreement covering the performance of the work. The Contract includes the Advertisement and Notice to Bidders, Proposal, Bonds, Specifications, including special provisions, plans or working drawings and any supplemental agreement pertaining to the work or materials therefor.
Contractor .....	The person or persons, partnership, company, firm or corporation entering into Contract for the execution of the work, acting directly or through a duly authorized representative.

Director .....	The Director of Parks and Recreation of the City of Norman, Oklahoma, or their duly authorized agents, assistants, inspectors, or Superintendent.
Furnish .....	To supply.
Maintenance Bond .....	The approved form of security furnished by the Contractor and their Surety as a guarantee that they will maintain the work constructed by them in good condition for the period of time required.
Mayor .....	The Mayor of the City of Norman, Oklahoma.
Performance Bond .....	The approved form of security furnished by the Contractor and their surety as a guarantee of good faith on the part of the Contractor to execute the work in accordance with the plans and specifications and terms of the Contract.
Plan or Plans .....	All of the drawings pertaining to the Contract and made a part thereof, including such supplementary drawings as the Director may issue from time to time, in order to elucidate other drawings or for the purpose of showing changes in the work as authorized under the Section "Changes and Alterations", or for showing details not shown thereon.
Proposal .....	The written statement or statements duly filed with the Purchasing Agent of the person or persons, partnership, company, firm, or corporation proposing to do the work contemplated.
Proposal Form .....	The approved form on which the formal bids for the work are to be prepared and submitted.
Proposal Guaranty .....	The security, designated in the "Proposal Form" and in the "Advertisement", to be furnished by the Bidder as a guarantee of good faith to enter into a contract with the City and to execute the required bonds for the work contemplated after the work is awarded to them.
Provide .....	To furnish and erect or install

Specific Provisions .....	The special clauses setting forth conditions for the Standard Specifications with which they may be in conflict.
Specifications .....	The directions, provisions, and requirements contained herein, together with the “Special Provisions” supplemental hereto, pertaining to the method and manner of performing the work or to the quantities or qualities of materials to be furnished under the Contract.
Statutory Bond .....	The approved form of Surety set up and furnished by the Contractor and their Surety as a guarantee that they will pay, in full, all bills and accounts for materials and labor used in the construction of the work, as provided by law.
Surety or Sureties .....	The corporate body which is bound by such bonds as are required with and for the Contractor, and engages to be responsible for the entire and satisfactory fulfillment of the Contract and for any and all requirements as set out in the specifications, Contract, or plans.
The Work .....	All work, including the furnishing of labor, materials, tools, equipment and incidentals, to be performed by the Contractor under the terms of the Contract.
Working Day .....	Any day, other than a legal holiday or Sunday, on which the approximate normal working forces of the Contractor may proceed with regular work in a manner satisfactory to the Director, for at least eight (8) hours, toward completion of the work, unless work is to be suspended for causes beyond the Contractor’s control, provided that Sundays and holidays on which the Contractor’s forces do engage in regular work will be considered working days.

SECTION 202

PROPOSAL REQUIREMENTS AND CONDITIONS

The City will furnish Bidders with proposal forms which will state the general locations and description of the contemplated work and which will contain a list of the items of work to be done or materials to be furnished and upon which bid prices are asked. The proposal form will state the

time limits for commencing and for completing the work and will provide for entering the amount of the proposal guaranty. The proposal form will contain a Non-Collusion Affidavit.

#### 202.02 – Interpretation of Plans and Specifications

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the plans, specifications or other proposed Contract documents, they may submit to the Director a written request for an interpretation thereof. The person submitting such request will be responsible for its prompt delivery. An interpretation of the proposed documents will be made only by an Addendum issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The City will not be responsible for any other explanations or interpretations of the proposed document.

#### 202.03 – Examination of Documents and Site of Work

Bidders are required, prior to submitting any proposal, to read carefully the Specifications, the Proposal, Contract, and Bond forms; to examine carefully all plans on file with the Director; to visit the site of work; to examine carefully local conditions; to inform themselves by their independent research of the difficulties to be encountered and judge for themselves the accessibility of the work and all attending circumstances affecting the cost of doing the work in the time required for its completion and obtain any information required to make an intelligent proposal. Bidders shall rely exclusively upon their own estimates, investigations and other data which are necessary for full and complete information upon which the proposal may be based. It is mutually agreed that submission of a proposal will evidenced that the Bidder has made the examinations and investigations required herein.

#### 202.04 – Preparation of Proposal

The Bidder shall submit his proposal in duplicate on the forms furnished by the City. All blank spaces in the proposal forms shall be correctly filled in and the Bidder shall state the prices, written in ink, both in words and numerals, for which he proposes to do the work contemplated or furnish the materials required.

Such prices shall be written distinctly legible. In case of conflict between words and numerals, the words will govern. If the proposal is submitted by an individual, their name must be signed by them or their duly authorized agent and their post office address given. If the proposal is submitted by a firm or partnership, the name and post office address of each member must be given and the proposal signed by a member of the firm or partnership as a person duly authorized. If the proposal is made by a company or corporation, the company or corporate name and the state under the laws of which said company or corporation is chartered and the business address must be given and the proposal signed by an official or agent duly authorized. Powers of Attorney, authorizing agents or other to sign proposals must be properly certified and must be in writing and on file with the City Clerk or submitted with the proposal.

#### 202.05 – Proposal Affidavit

Each proposal or copy thereof shall be accompanied by a sworn statement in writing that the person signing the proposal executed said proposal on behalf of the Bidder therein named and that they

had lawful authority to do so and that the said Bidder has not directly or indirectly entered into any agreement, express or implied, with any other Bidder or Bidders having for its object the controlling of the amount of such bid or any bids, the limiting of the bids or bidders, the parceling or farming out to any Bidder or the subject matter of the bid or the profits thereof, and that they have not and will not divulge said sealed bid to any person whatever except those having a partnership or other financial interest with them in said bid, until after the said sealed bids are opened.

#### 202.06 – Property Guaranty

Proposals will not be considered unless the original filed with the Purchasing Agent is accompanied by a Bidder's bond, or certified or cashier's check in the required amount, made payable to the "City of Norman". The check shall be in the amount as designated in the Advertisement. The Proposal Guaranty is required as evidence of good faith and as a guarantee that, if awarded the Contract, the Bidder will execute the Contract and furnish the required bonds within the required time.

#### 202.07 – Filing of Proposals

No proposals will be considered by the City unless they are filed in a sealed envelope, with the Purchasing Agent as his office at 225 North Webster Avenue, Norman, Oklahoma, within the time limit for receiving proposals, as stated in the Advertisement. The proposal shall be plainly marked on the envelope with the word "Proposal" and the name of the project.

#### 202.08 – Withdrawal of Proposals

Permission will not be granted to withdraw or modify a proposal after it has been filed and before the time set for opening proposals. Request for non-consideration of proposals must be made in writing, addressed to the City Council, and filed with the Purchasing Agent before the time set for opening proposals. After other proposals are opened and read, the proposal for which withdrawal is properly requested will be returned unopened.

#### 202.09 – Opening of Proposals

The proposals filed with the Purchasing Agent will be opened at the time stated in the Advertisement and shall thereafter remain on file in the office of the Purchasing Agent two (2) days before any Contract will be entered into, based on such proposals.

Bidders are invited to attend the opening of the proposals.

#### 202.10 – Irregular Proposals

Proposals will be considered irregular if they show any omissions, alterations of forms, additions or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive technicalities as to changes, alterations or reservations and make the award in the best interest of the City.

#### 202.11 – Rejection of Proposals

The City reserves the right to reject any or all proposals, and all proposals submitted are subject to this reservation. Proposals may be rejected for any of the following specific reasons:

- (a) Proposal is received after the time limit for receiving proposals as stated in the Advertisement.
- (b) Proposal prices are obviously unbalanced.
- (c) Summation of proposal prices on any one project are above the Engineer's estimate of cost for such project.
- (d) Proposal contains any irregularities.

#### 202.12 – Disqualification of Bidders

Bidders will be disqualified and their proposals not considered for any of the following specific reasons:

- (a) Where more than one proposal for an individual, firm, partnership or corporation is filed under the same or different names and where such proposals are not identical in every respect.
- (b) Reasonable grounds for believing that any Bidder is interested in more than one proposal for the work contemplated or materials to be furnished.
- (c) Reason for believing that collusion exists among the Bidders.
- (d) The Bidder being in arrears on any existing contracts, interested in any litigation against the City, or having default on a previous contract.
- (e) Lack of competency, as revealed by the financial statement, experience and equipment questionnaires, etc.
- (f) Uncompleted work, in the judgment of the City, which will hinder or prevent the prompt completion of additional work, if awarded.

#### 202.13 – False Information Affidavit

Each bidder must submit with the bid proposal a "False Information Affidavit" which states that neither the bidding company nor any other company, owned or previously owned by anyone who is in an ownership or managerial capacity with the bidding company has ever knowingly submitted false information to the City.

### SECTION 203

#### AWARD AND EXECUTION OF CONTRACT

### 203.01 – Consideration of Proposals

After the proposals are opened, those proposals containing unit prices will be tabulated for comparison on the basis of the quantities shown in the approximate estimate. Until the final award of the Contract, the City reserves the right to reject any or all proposals, to waive technicalities and to advertise for new proposals or proceed to do the work otherwise when the best interest of the City will be promoted thereby.

### 203.02 – Award of Contract

The City reserves the right to withhold the award of the Contract for a reasonable period of time from the date of opening the proposals and no award will be made until the necessary investigations are made as to the responsibility of the Low Bidder. No Contract will be awarded until at least twenty-four (24) hours after opening the proposals. The awarding of the Contract shall give the Bidder no right of action or claim against the City upon such Contract until the execution of the Contract shall have been completed and the Contract delivered to the Contractor. The Council reserves the right to award all or any portion of the work.

### 203.03 – Return of Proposal Guaranty

As soon as the proposal prices have been compared, the City may, at its discretion, return the proposal guaranties accompanying those proposals which, in its judgment would not be considered in making the award. After the award is made, only the successful Bidder's bid bond will be retained until the required Contract and Bonds have been executed, after which it will be returned to the Bidder. Should the awarding of the Contract be delayed more than thirty (30) days, all Bidders' bonds will be returned, unless such delay is from causes beyond the control of the City, and, in such event, the proposal and Bidder's bond, of any Bidder, will be returned at the Bidder's option.

### 203.04 – Surety Bonds

With the execution and delivery of the Contract, the Contractor shall furnish and file with the City in the amounts required, the following surety bonds:

- (a) A good and sufficient Performance Bond in an amount equal to one hundred percent (100%) of the approximate total amount of the Contract, guaranteeing the full and faithful execution of the work and performance of the Contract and for the protection of the City and all property owners interested against any damage by reason of negligence of the Contractor, or the improper execution of the work or the use of inferior materials.
- (b) A good and sufficient Statutory Bond in an amount equal to one hundred percent (100%) of the approximate total amount of the Contract, guaranteeing payment for all labor, materials, and equipment used in the construction of the improvements.
- (c) A good and sufficient Maintenance Bond in an amount equal to one hundred percent (100%) of the total amount of the Contract, guaranteeing the maintenance

in good condition of such improvements for a period of one (1) year from and after the time of completion and acceptance by the City of said improvements.

No Surety will be accepted who is now in default or delinquent on any bond or who is interested in any litigation against the City. All bonds shall be made on forms furnished by the City and shall be executed by surety companies licensed to do business in the State of Oklahoma and acceptable to the City. Each bond shall be executed by the Contractor and the Surety. Should any Surety on the Contract be determined unsatisfactory at any time by the City, notice will be given to the Contractor to that effect, and the Contractor shall forthwith substitute a new Surety or Sureties satisfactory to the City. No payment will be made under the Contract until the new Surety or Sureties, as required, have qualified and been accepted by the City. The Contract shall not be operative, nor shall any payments be due until approval of the bonds has been made by the City.

#### 203.05 – Execution of Contract

The person or persons, partnership, company, firm, or corporation to whom the Contract is to be awarded, shall sign the necessary agreements, entering into the required Contract with the City and shall execute and deliver the required Bonds.

No Contract shall be binding on the City until it has been approved by the City Attorney, executed by the City, and delivered to the Contractor.

#### 203.06 – Failure to Execute Contract

Upon failure of the Bidder to execute the required Bonds or to sign the required Contract after the Contract is transmitted to the Contractor, he will be considered to have abandoned his proposal. By reason of the uncertainty of market prices of the materials and labor and it being impracticable and extremely difficult to fix the amount of damages to which the City would be put by reasons of said Bidder's failure to execute said Bonds and Contract, the proposal guaranty accompanying the proposal shall be the agreed amount of damages which the City will suffer by reason of such failure on the part of the Bidder and shall thereupon be retained by the City as liquidated damages. The filing of a proposal will be considered as an acceptance of this provision.

### SECTION 204

#### SCOPE OF WORK

##### 204.01 – Intent of Specifications

The intent of the specifications is to prescribe complete work or improvement which the Contractor undertakes to do, in full compliance with the Specifications, Special Provisions, Proposal, and Contract. The Contractor shall do all work as provided in the Special Provisions, Plans, Specifications, Proposal, and Contract, and shall do such additional extra and incidental work as may be considered necessary to complete the work in a satisfactory and acceptable manner. Contractor shall furnish all labor, materials, tools, equipment and incidentals necessary to the prosecution of the work, unless otherwise specified.

##### 204.02 – Special Provisions

Should any work or any conditions which are not thoroughly or satisfactorily stipulated or covered by the General or Standard Specifications be anticipated on any proposed work, "Special Provisions" for such work may be prepared and shall be considered as a part of the Specifications and Contract.

#### 204.03 – Increased or Decreased Quantities of Work

The City reserves the right to alter the quantities of the work to be performed or to extend or shorten the improvement at any time when and as found necessary, and the Contractor shall perform the work as altered, increased or decreased, at the Contract unit prices. No allowances will be made for any change in anticipated profits nor shall such changes be considered as waiving or invalidating any condition or provision of the Contract.

This provision shall not be so construed as to permit the Contractor to perform additional work not included or contemplated in the original proposal.

#### 204.04 – Alterations of Specifications

The City reserves the right to make such changes in the character of the work as may be necessary or desirable to insure completion of the work in the most satisfactory manner, provided such changes do not materially alter the original plans and specifications or change the general nature of the work as a whole. Such changes shall not be considered as waiving or invalidating any condition or provision of the Contract.

#### 204.05 – Extra Work

When any work is necessary to the proper completion of the project for which no prices are provided in the Proposal or Contract, the Contractor shall do such work, but only when and as ordered by a change order in writing by the Director and with the prior approval of the City Council. Payment for extra work will be made as hereinafter provided.

#### 204.06 – Final Cleaning Up

Upon completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site of the work surplus and discarded material, temporary structures, and debris of any kind. Contractor shall leave the site of the work in a neat and orderly condition. Waste materials removed from the site of the work shall be disposed of at locations satisfactory to the Director.

### SECTION 205

#### CONTROL OF THE WORK AND MATERIALS

##### 205.01 – Authority of Director

All work shall be done under the supervision of the Director and to their satisfaction. The Director shall decide all questions which arise as to the quality and acceptability of materials furnished,

work performed, manner of performance, rate of progress of the work, interpretation of the specifications, acceptable fulfillment of the Contract, compensation, mutual rights between Contractors under these specifications, and suspension of the work. The Director shall have the right to establish any sequence or priority of operation in the interest of desirable cooperation with other work. The Director shall determine the amount and quality of work performed and materials furnished and their decisions and estimates shall be final. The Director's estimate in such event shall be a condition precedent to the right of the Contractor to receive money due to them under the Contract.

#### 205.02 – Detail Shop and Working Drawings Furnished by Contractor

The Contractor shall submit to the Director for approval, such additional shop and working drawings of structures or equipment as may be required and, prior to the approval of such drawings by the Director, any work done or materials ordered shall be at the Contractor's risk. The Contract price shall include the cost of furnishing such drawings.

#### 205.03 – Coordination of Specifications, Proposal, and Special Provisions

These Specifications, the Proposal, Special Provisions, and all Supplementary Documents are intended to describe a complete work and are essential parts of the Contract. A requirement occurring in any of them is binding. In case of discrepancies, Special Provisions shall govern over both General and Standard Specifications. The Contractor shall take no advantage of any apparent error or omission in the Specifications, and the Director shall be permitted to make such corrections or interpretations as may be deemed necessary for the fulfillment of the intent of the Plans and Specifications. In the event the Contractor discovers any apparent error or discrepancy, they shall immediately call such error or discrepancy to the attention of the Director.

#### 205.04 – Cooperation of Contractor

Three (3) sets of specifications will be furnished by the Contractor as follows: One (1) office copy, one (1) for the Field Superintendent, and one (1) copy for job use. The Contractor, however, shall have a set of plans and specifications available at all points where a separate construction crew is working.

The Contractor shall give to the work the consistent attention necessary to facilitate the program thereof, and shall cooperate with the Director and their inspectors and with other contractors in every way possible. The Contractor shall provide a competent Superintendent on the work site at all times who is fully authorized as their agent on the work. Such Superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Director or their representative. The Contractor and his Superintendent shall provide all reasonable facilities to enable the Director and their inspectors to inspect the workmanship and materials entering into the work.

#### 205.05 – Measurements

Before ordering any material or doing any work, the Contractor shall verify all measurements involved and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of differences between actual dimensions and the measurements

indicated in the specifications; and any difference which may be found shall be submitted to the Director for considerations before proceeding with the work.

#### 205.06 – Storage of Materials

Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When directed by the Director they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and shall be placed under cover when directed. Stored materials shall be located so as to facilitate prompt inspection.

#### 205.07 – Inspection

The Contractor shall furnish the Director with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the specifications. If the Director requires, the Contractor shall at any time before acceptance of the work, remove and uncover such portions of the unfinished work as may be directed, for inspection. After inspection, the Contractor shall restore said portions of the work to the condition required by the specifications.

Should the work thus exposed on examination prove acceptable, the cost of uncovering or removing and replacing of the covering or making good the parts removed will be paid for as “Extra Work”. Should the work so exposed or examined prove unacceptable, the cost of covering or removing shall be at the Contractor’s expense, provided that where ample notice of the intention to complete or cover up the work was not given by the Contractor to the Director, then the cost of the uncovering or removing and the replacing of the covering or making of the parts removed shall be borne by the Contractor regardless of whether or not the work examined proved acceptable. Any work done or materials used without suitable supervision or inspection by the Director may be ordered replaced at the Contractor’s expense.

#### 205.08 – Removal of Defective and Unauthorized Work

All work which has been rejected or condemned shall be repaired, or, if it cannot be satisfactorily repaired, it shall be removed and replaced at the Contractor’s expense. Defective materials shall be removed immediately from the site of the work.

Work done without proper inspection or any extra or unclassified work done without written authority and prior to agreement in writing as to prices will be done at the Contractor’s risk and will be considered unauthorized, and, at the option of the Director may not be measured and paid for and may be ordered removed at the Contractor’s expense.

Upon failure of the Contractor to satisfactorily repair or to remove and replace, if so directed, any rejected, unauthorized, or condemned work or materials immediately after receiving notice from the Director, the Director shall, after giving written notice to the Contractor, have the authority to cause defective work to be remedied or removed and replaced or to cause unauthorized work to be removed and to deduct the cost thereof from any compensation due or to become due the Contractor. If the Director and City deem it inexpedient to correct the work injured or done not in accordance with the Contract, an equitable deduction from the Contract price shall be made therefor.

#### 205.09 – Correction of Work After Final Payment

Neither the final certificate nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and, unless otherwise specified, the Contractor shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. The City shall give notice of observed defects with reasonable promptness.

#### 205.10 – Final Inspection

The Director shall make final inspection of all work included in the Contract or any portion thereof as soon as practicable after the work is completed and ready for acceptance. If the work is not acceptable to the Director at the time of such inspection, the Director shall inform the Contractor as to the particular defects to be remedied before final acceptance can be made.

### SECTION 206

#### LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

##### 206.01 – Laws to be Observed

The Contractor shall, at all time, observe and comply with all Federal and State laws and City ordinances and regulations which in any manner affect the conduct of the work and shall observe and 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.

##### 206.01 (a) – Contractor to Defend, Indemnify, and Save Harmless – Violations

The Contractor and his Surety shall defend, indemnify and save harmless the City and all its officers, agents, and employees against any claims or liabilities arising from or based on the violation of any such law, ordinance, regulation, order, or decree whether by himself or his employees.

##### 206.02 – Permits and Licenses

The Contractor shall procure all permits and licenses, pay all charges or fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The expense of all permits required by the City shall be paid by the City.

##### 206.03 – Patented Devices, Materials, and Processes

If the Contractor is required or desires to use any design, device, material, or process covered by letters, patent, or copyright, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner. It is mutually understood and agreed that without exception the Contract prices shall include all royalties or costs arising from patents, trademarks, and copyrights in any way involved in the work.

#### 206.03 (a) – Contractor to Defend, Indemnify, and Save Harmless – Patents

The Contractor and the Surety shall defend, indemnify and save harmless the City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for on account of infringement or alleged infringement by reason of the use of any such patented design, device, material, or process or any trademark or copyright used in connection with the work agreed to be performed under this Contract, and shall indemnify the City for any cost, expense, or damage which it may be obliged to pay by reason of any action or actions, suit or suits which may be commenced against the City for any such infringement or alleged infringement at any time during the prosecutions or after the completion of the work contracted for herein. It is mutually agreed that the City may give written notice of any such suit to the Contractor, and thereafter the Contractor shall attend to the defense of the same and save and keep harmless the City from all expenses, counsel fees, cost liabilities, disbursements, recoveries, judgments and executions in any manner growing out of, pertaining to or connected therewith.

#### 206.04 – Sanitary Provisions

The Contractor shall establish and enforce among their employees such regulations in regard to cleanliness and the disposal of garbage and waste as will tend to prevent the inception and spread of contagious or infectious diseases and to effectively prevent the creation of a nuisance about the work or any property either public or private. The necessary sanitary conveniences for the use of laborers on the work properly secluded from public observation shall be constructed and maintained by the Contractor and their use shall be strictly enforced by the Contractor. All sanitary laws and regulations of the City and of the State of Oklahoma shall be strictly complied with.

#### 206.05 – Protection and Restoration of Property

The Contractor shall not enter upon private property for any purpose without first obtaining permission and they shall be responsible for the preservation of and shall use every precaution necessary to prevent damage to all trees, fences, culverts, bridges, pavements, driveways, sidewalks, etc., to all water, sewer, gas or electric lines or appurtenance 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, any company or any individual not less than twenty-four (24) hours in advance of any work, which might damage or interfere with the operation of their property, along or adjacent to the work. The Contractor shall be responsible for all neglect or misconduct in the manner or method of executing the work or due to their nonexecution 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 or misconduct in the execution of the work or in consequence of the nonexecution thereof, on the part of the Contractor, they shall restore at their expense, such property to condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed or they shall make good such damage for injury in an acceptable manner.

In case of failure on the part of the Contractor to restore such property or make good such damage or injury, the Director may, upon forty-eight (48) hours written notice, under ordinary circumstances, and without notice when a nuisance or hazardous condition results, proceed to

repair, rebuild, or otherwise restore such property as may be determined necessary and the cost thereof will be deducted from any monies due or to become due the Contractor under the Contract.

#### 206.06 – Responsibility for Damage Claims: Contractor to Defend, Indemnify, and Save Harmless

The Contractor and his Surety shall defend, indemnify and save harmless the City and all its officers, agents and employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property by or from the said Contractor or their employees; or by or in consequence of any negligence in safeguarding the work or through the use of unacceptable materials in constructing the work; or by or on account of any act or omission, neglect, or misconduct of said Contractor; or by or on account of any claim or amounts recovered by any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Law or any other law, ordinance, order or decree and so much of the money due the said Contractor under and by virtue of the Contract shall be considered necessary by the City, may be retained for the use of the City or in case no money is due, the Contractor's Surety shall be held until such suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished to the City.

#### 206.07 – Contractor's Claim for Damages

Should the Contractor claim compensation for any alleged damage by reason of the acts or omissions of the City, they shall, within ten (10) days after the sustaining of such damage, make a written statement to the Director setting out in detail the nature of the alleged damage. On or before the 25th day of the month succeeding that in which any such damage is claimed to have been sustained, the Contractor shall file with the Director an itemized statement of the details and amount of such damage and upon request shall give the Director access to all books of accounts, receipts, vouchers, bills of lading and other books or papers containing any evidence as to the amount of such damage. Unless such statement shall be filed as thus required, the Contractor's claim for compensation shall be waived and they shall not be entitled to payment on account of any such damage.

#### 206.08 – Use of Fire Hydrants

The Contractor or their employees shall not open, turn off, interfere with, attach pipe or hose to or connect anything with any fire hydrant, stop valve or stop cock, or tap any water main belonging to the City, unless duly authorized to do so by the Water Line Maintenance and Construction Division.

#### 206.09 – Contractor's Responsibility for the Work

Until written acceptance by the Director as provided for in these specifications, the work shall be under the charge and care of the Contractor and they shall take every necessary precaution to prevent injury or damage to the work or any part thereof by the action of the elements or from any other cause whatsoever, whether arising from the execution or from the nonexecution of the work. The Contractor shall rebuild, repair, restore, and make good, at his own expense, all injuries or damage to any portion of the work occasioned by any of the above causes before acceptance.

#### 206.10 – Personal Responsibility of Public Officials

In carrying out any of the provisions contained herein or in exercising any power or authority granted to them by the Contract, there shall be no liability upon the Director or their authorized assistants, either personal or as officials of the City, it being understood that in such matters they act as the agent and representative of the City.

#### 206.11 – Waiver of Legal Rights

Inspection by the Director or by any of their duly authorized representatives, any order, measurement, or certificate by the Director, any order by the City for the payment of money, any payment for or acceptance of any work or any extension of time or any possession taken by the City, shall not operate as a waiver of any provision of the Contract or not be held to be a waiver of any other or subsequent breach. The City reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet the requirements of the Contract and Specifications. The City reserves the right to claim and recover by process of law, sums as may be sufficient to correct any error(s) or make good any deficiency in the work resulting from such error(s) or deficiency, dishonesty, or collusion discovered in the work after the final payment has been made.

#### 206.12 – Contractor's Insurance

The Contractor shall not commence work under this Contract until they have obtained all insurance required under this Specification and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

#### 206.13 – Compensation and Death Liability Insurance

The Contractor shall take out and maintain during the life of this Contract, Worker's Compensation Insurance as prescribed by the laws of the State of Oklahoma and Employer's Death Liability Insurance in an amount not less than ten thousand (\$10,000) dollars for all their employees employed at the site of the project, and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Death Liability Insurance for all 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, work under the Contract at the site of the project which is not protected under the insurance heretofore mentioned, the Contractor shall provide, and shall cause each subcontractor to provide adequate insurance for the protection of his employees not otherwise protected.

#### 206.14 – Public Liability and Property Damage Insurance

The Contractor shall take out and maintain during the life of this Contract such public liability and property insurance as will protect them and any subcontractor performing work covered by this Contract, from claims for damages or personal injury, including accidental death, as well as from claims from property damages, which arise from operations under this Contract, whether such

operations are by himself or by any subcontractors or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

Public Liability insurance in an amount not less than \$1,000,000 for injuries, including accidental death, or \$25,000 for one accident.

#### 206.15 – Proof and Carriage of Insurance

The Contractor shall furnish the City with satisfactory proof of carriage of the insurance required.

#### 206.16 – Liens

Neither the final payment or any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the City a completed release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as they had knowledge of information of the releases and receipts include all labor and material for which a lien would be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify them against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fees.

#### 206.17 – Transportation Tax

Under the provisions of Section 3475 (b) of the Internal Revenue Code, as amended, the State of Oklahoma, its agencies and political subdivisions are exempt from payment of the three percent (3%) transportation tax levied by Subsection (a) of Section 3475, in either of the following cases:

- (a) When the property (equipment, goods, materials, etc.) is consigned to the State, its agencies, or political subdivisions, or,
- (b) When such property is consigned to the State, its agency, or political subdivision in care of the Contractor.

It is the policy of the City to take advantage of the savings afforded by the above-mentioned exemption. To this end, the Contractor agrees to comply with the following:

“In determining cost of materials and computing freight charges, do not include 3% Federal Transportation of Property Tax. Section 3475 (b) of the Internal Revenue Code, as amended, exempts the City from this tax. The successful Bidder will be furnished an appropriate exemption certificate form by the contracting authority, and will be authorized to have all shipments of construction materials and equipment entered into this Contract consigned to the City in care of himself, thereby enabling him to take advantage of the above mentioned exemption.”

NOTE: Said exemption will not apply to shipments of fuel, lubricants, spare parts, or items of construction equipment belonging to the Contractor which will not become the property of the City.

#### 206.18 – Sales Tax Exemption

The City shall, by resolution, authorize the Contractor to act as purchasing agent for the City, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively in the work herein specified during the life of the Contract.

It is the policy of the City to take advantage of the savings afforded by the above-mentioned exemption. To this end, the contractor agrees to comply with the following:

“In determining cost of materials and tangible property to be used exclusively in the work herein specified, do not include sales tax. The successful bidder shall be furnished an appropriate exemption resolution form by the City.”

### SECTION 207

#### PROSECUTION AND PROGRESS

##### 207.01 – Subletting of Work

The City will not recognize any subcontractor on the work. The Contractor shall, at all times when work is in operation, be represented either in person or by a qualified superintendent or other designated representative. If the Contractor sublets the whole or any part of the work to be done under this Contract, he will not, under any circumstance, be relieved of his responsibility and obligations. All transactions of the Director shall be with the Contractor. Subcontractors shall be considered only in the capacity of employees or workers and shall be subject to the same requirements as to character and competency. The Contractor shall not employ any subcontractor on the work without prior written approval of the Director and the City Manager.

##### 207.02 – Assignment of Contract

The Contractor shall not assign, transfer, convey, or otherwise dispose of the Contract or their right, title, or interest in or to the same or any part thereof without the previous consent of the Director in writing, approved by the City Council and concurred in by the Surety. If the Contractor does, without such previous consent, assign, transfer, convey, sublet, or otherwise dispose of the Contract or their right, title, or interest therein or any part thereof to any person or persons, partnership, firm or corporation, or by bankruptcy, voluntary or involuntary, or by assignment under the insolvency laws of any state, attempt to dispose of the Contract or make default in or abandon said Contract, then the Contract may, at the option of the City, be revoked and annulled unless the Surety shall successfully complete said Contract and any monies due or to become due under said Contract shall be retained by the City as liquidated damages for the reason that it would be impracticable and extremely difficult to fix the actual damages.

##### 207.03 – Prosecution of Work

The Contractor shall begin the work to be performed under the Contract within the time limit stated in the Advertisement, Proposal, and Contract, and shall conduct the work in such a manner and with sufficient equipment, materials, and labor as is necessary to insure its completion within the time limit set forth in the Advertisement, Proposal, and Contract. The sequence of all construction operations shall at all times be as directed by or approved by the Director. Should the prosecution of the work for any reason be discontinued by the Contractor, they shall notify the Director at least twenty-four (24) hours in advance of resuming operations.

#### 207.04 Character of Workers and Equipment

The Contractor shall employ such superintendents, foreman, and workers as are careful and competent and the Director may demand the dismissal of any person or persons employed by the Contractor, in, about, or on the work, who shall misconduct themselves or be incompetent or negligent in the proper performance of their duties or neglect or refuse to comply with the directions of the Director, and such person or persons shall not be employed again thereon without the written consent of the Director. Should the Contractor continue to employ or again employ such person or persons without the written consent of the Director, then the Director may withhold all estimates which are, or may become due or may suspend the work until the compliance of such orders.

All workers shall have sufficient skill and experience to properly perform the work assigned to them. All workers engaged in special work or skilled work or in any trade shall have sufficient experience in such work to properly and satisfactorily perform it and operate the equipment involved, and shall make due and proper effort to execute the work in the manner prescribed in these Specifications. Otherwise, the Director may take action as above prescribed.

In the employment of labor, preference shall be given, other conditions being equal, to bona fide residents of the City of Norman, Oklahoma, but no other preference or discrimination among citizens of the United States shall be made.

The Contractor shall furnish such equipment as is considered necessary for the prosecution of the work in an acceptable manner and at a satisfactory rate of progress. All equipment, tools, and machinery used for handling materials and executing any part of the work shall be subject to the approval of the Director and shall be maintained in a satisfactory working condition. Equipment on any portion of the work shall be used in a manner such that no injury on adjacent property will result from its use.

#### 207.05 – Day’s Work: Working Hours

Work shall be done only during regular and commonly accepted and prescribed working hours. No work shall be done nights, Sundays, or regular holidays unless a special order or permit is given by the Director to do so. Eight (8) hours shall constitute a day’s work and the Contractor shall observe all State laws and City ordinances governing hours of work.

#### 207.06 – Time of Commencement and Completion

The contractor shall commence work within the time specified in the Contract and the rate of progress shall be such that the whole work will be performed and the premises cleaned up in

accordance with the Contract, Plans, and Specifications within the time limit, where such time is stated in the Contract, unless an extension of time be made in the manner hereinafter specified.

207.07 – Extension of Time of Completion

The Contractor shall be entitled to an extension of time, as provided herein only when claim for such extension is submitted to the Director in writing by the Contractor within seven (7) days from and after the time when any alleged cause of delay shall occur and then only when such claim is approved by the Director and the City Council. In adjusting the Contract time for the completion of the project, all strikes, lockouts, unusual delays in transportation, or any condition over which the Contractor has no control and also any suspensions ordered by the Director for causes not the fault of the Contractor shall be excluded from the computation of the Contract time for completion of the work. If the satisfactory execution and completion of the Contract should require work or materials in greater amounts or quantities than those set forth in the Contract, then the Contract time shall automatically be increased in the same proportion as the cost of the additional work relates to the cost of the original contracted work. No allowance shall be made for delays or suspension of the prosecution of the work due to the fault of the Contractor.

207.08 – Failure to Complete Work on Time

The time of completion is of the essence of the Contract. For each working day that any work shall remain uncompleted after the time agreed upon in the Proposal and the Contract, or as automatically increased by additional work or materials ordered after the Contract is signed, or the increased time granted by the City for the completion of said work, the sum per day given in the following schedule, unless otherwise specified in the Proposal or Special Provisions, will be deducted from the monies due the Contractor, not as a penalty but as liquidated damages.

Amount of Contract	Amount of Liquidated Damages Per Day
Less than \$5,000 .....	\$15
\$5,000 and less than \$15,000 .....	\$20
\$15,000 and less than \$25,000 .....	\$25
\$25,000 and less than \$50,000 .....	\$30
\$50,000 and less than \$100,000 .....	\$35
\$100,000 and over .....	\$200

The sum of money thus deducted from such delay, failure, or noncompliance is not to be considered as a penalty but should be deemed, taken and treated as reasonable liquidated damages since it would be impracticable and extremely difficult to fix the actual damages.

207.09 – Suspension of Work and Annulment of Contract

The work or any portion of the work under Contract shall be suspended, immediately on written order of the Director of the City Council, a copy of such notice to be served upon the Contractor's Surety, or the Contract may be annulled by the City Council for any good causes, among others, of which special reference is made to the following:

- (a) Failure of the Contractor to start the work within the time limit specified.

- (b) Substantial evidence that the progress being made by the Contractor is insufficient to complete the work within the specified time.
- (c) Failure of the Contractor to provide sufficient and proper equipment for properly executing the work.
- (d) Deliberate failure on the part of the Contractor to observe any requirements of these Specifications or to comply with any orders given by the Director, as provided for in these Specifications.
- (e) Failure of the Contractor promptly to make good any defects in materials or workmanship or any defects of any other nature, the correcting of which has been directed in writing by the Director.
- (f) Substantial evidence of collusion for the purpose of illegally procuring a Contract or perpetrating fraud on the City in the construction of work under Contract.

When work is suspended for any one of the causes itemized above, or for any other cause or causes, the Contractor shall discontinue the work or such part thereof as the Council shall designate, whereupon the Surety may, at its option, assume the Contract or that portion thereof which the Council has ordered the Contractor to discontinue and may, with the written consent of the Director, approved by the Council, sublet the work or portion of the work so taken over, provided, however, that the Surety shall exercise its option if at all, within fourteen (14) days after the written notice to discontinue work has been served upon the Contractor and upon the Surety or its authorized agent. The Surety, in such event, shall assume the Contractor's place in all respects and shall be paid by the City for all work performed by it in accordance with the terms of the Contract, and, if the Surety, under the provisions hereof, shall assume said entire Contract, all monies remaining due the Contractor at the time of their default shall thereupon become due and payable to the Surety as the work progresses, subject to all terms of the Contract.

In the event that the Surety does not, within the time herein before specified, exercise its right and option to assume the Contract, or that portion thereof which the Council has ordered the Contractor to discontinue, then the City shall have the power to complete, by Contract or otherwise as it may determine, the work herein described or such part thereof as it may deem necessary, and the Contractor hereby agrees that the City shall have the right to take possession of and use of the materials, plant, tools, equipment, supplies, and property of every kind provided by the Contractor for the purpose of their work and to procure other tools, equipment, and materials for the completion of same, and to charge to the account of the Contractor the expense incident thereto. The expense so charged shall be deducted by the City out of such monies as may be due or may at any time thereafter become due the Contractor under and by virtue of the Contract or any part thereof. The City shall not be required to obtain the lowest bid for the work of completion of the Contract, but the expense to be deducted shall be the actual cost of such work. In case such expense is less than the sum which would have been payable under the Contract, if the same had been completed by the Contractor, the balance shall operate as liquidated damages, as herein above set out. In case such expense shall exceed the amount which would have been payable under the Contract if the same had been completed by the Contractor then the Contractor and his Surety shall pay the amount of such excess to the City on notice from the Council of the excess due. When

any particular part of the work is being carried on by the City by Contract or otherwise under the provisions of this Section, the Contractor shall continue the remainder of the work in conformity with the terms of the Contract and in such manner as in no way to hinder or interfere with the performance of workers employed as above provided by the City.

#### 207.10 – Termination of Contract

The Contract will be considered fulfilled, save as provided in any bond(s) or by law, when all work has been completed, the final inspection made by the Director, and final acceptance and final payment made by the City.

### SECTION 208

#### MEASUREMENT AND PAYMENT

##### 208.01 – Measurement of Quantities

The determination of quantities of work acceptably completed under the terms of the Contract or as directed by the Director, in writing, will be made by the Director, or their assistants. When required by the Director, the capacity of all vehicles shall be plainly marked on each vehicle and the capacity or markings shall not be changed without permission of the Director.

##### 208.02 – Schedule of Values (For Lump Sum Contracts Only)

The Contractor will submit schedules, if requested, of unit prices of various parts of the work within ten (10) days after the Contract is awarded. The schedule shall show a complete breakdown of labor and materials required for the job, showing quantities and unit prices, aggregating the total of the certain items on which unit prices and quantities are desired which will be included in this schedule. This schedule when approved by the Director, shall be used as a basis for monthly payment to the Contractor. In applying for payments, the Contractor's statement shall be broken down in conformity to this schedule.

##### 208.03 – Scope of Payment

The Contractor shall receive and accept the compensation as herein provided in full payment for furnishing all labor, materials, tools, equipment, and incidentals; for performing all work contemplated and embraced under the Contract and for completing the work in an acceptable manner according to the Specifications.

The payment of any current or partial estimate prior to final acceptance of the work by the City shall in no way constitute an acknowledgment of the acceptance of the work nor in any way prejudice or affect the obligation of the Contractor to repair, correct, renew, or replace at his expense any defects or imperfections in the construction or in the strength or quality of the materials used in or about the construction of the work under the Contract and its appurtenances nor any damage due to or attributable to such defects, which defects, imperfections, or damage shall have been discovered on or before the final inspection and acceptance of the work. The Director shall be the sole judge of such defects, imperfections, or damage and the Contractor shall be liable to the City for failure to correct the same as provided herein.

#### 208.04 – Payment for Extra Work

The extra work done by the Contractor as authorized and approved by the Director and the City Council, will be paid for in the manner hereinafter described and the compensation thus provided shall be accepted by the Contractor as payment in full for all labor, materials, tools, equipment, and incidentals, and all superintendent's and timekeeper's services, all insurance, and all other overhead expense incurred in the prosecution of the extra work.

Payments for extra work will be made by one or more of the following methods:

- (a) Unit prices from the Bid Form, agreed on in writing by the Director and the Contractor and approved by the Council before said work is commenced, subject to all other conditions of the Contract.
- (b) A lump sum price agreed on in writing by the Director and the Contractor and approved by the Council before said work is commenced, subject to all other conditions of the Contract.
- (c) The actual costs including labor, materials, tools, equipment, and field supervision of such extra work plus fifteen (15%) percent, which fifteen (15%) percent is hereby understood and agreed to include all overhead expense and profits, when agreed upon in writing by the Director and the Contractor, and approved by the Council before said work is commenced; subject to all other conditions of the Contract.

The Contractor shall, on or before the tenth (10) day of the month succeeding that in which any extra work shall have been performed, file with the Director their claim and an account giving the itemized cost of such work and shall give the Director access to all accounts, bills, and vouchers relating thereto.

#### 208.05 – Partial Estimates

Between the 25th day and last day of each month, the Director will make an approximate estimate of the value of the work done and/or materials furnished during that month under these Specifications. Whenever the said estimate or estimates or work done and/or materials furnished since the last previous estimate exceed One Hundred Dollars (\$100) in amount, ninety percent (90%) of such estimated sum will be paid.

#### 208.06 – Payments Withheld

Should any defective work or material be discovered, or should a reasonable doubt arise as to the integrity of any part of the work completed prior to the final acceptance and payment, they will be deducted from the first estimate rendered after the discovery of such work an amount equal in value to the defective or questioned work and this work will be included in a subsequent estimate until the defects have been remedied or the cause for doubt removed.

#### 208.07 – Acceptance and Final Payment

Upon completion of any Contract and before final acceptance, a final inspection must be made by the Director to determine whether the work has been completed in accordance with the Contract and Specifications. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. When the work has been so completed and certified to the Council, the work will be considered accepted and the final acceptance shall be executed and submitted.

## SPECIFIC PROVISIONS

### SCOPE OF WORK:

The City of Norman Parks and Recreation Department will be accepting proposals for the [Fill in project information], as shown in the attached plans and specifications from the City of Norman, including the design work from [X]. Proposals will be accepted until [Fill in information]– when they will be opened and read aloud. The project proposal shall include construction of the improvements shown in the attached plans and specifications, and this bid packet. Bids shall be submitted on the attached Bid Form, and shall include all related affidavits, insurance, and other items referenced in this Bid Packet and according to the attached plans. All work shall receive inspection and approval consistent with similar construction in Norman.

1. It is the intention of the City of Norman to provide a complete project as specified in the attached documents. The contractor shall provide all labor, materials, equipment, rentals, incidentals, and methods necessary to furnish a complete project ready for use. All manufactured materials used for this project shall be new and free from defects.

2. All proposals shall follow the accompanying engineer's drawings for the overall design layout and construction of the [Fill in project information]. The design and all associated plans have been designed by [X] with the approval of the City of Norman Parks and Recreation Department. During installation, the City of Norman shall be recognized as the project owner; and [X] shall be also recognized as the owner's representative.

3. Codes and Standards: All construction shall be in compliance with all relevant sections of the ANSI Codes (latest version). All construction shall also meet any relevant Federal, State, or City of Norman codes, standards and ordinances that affect the project (see project drawings).

4. Bids that provide the best pricing for construction of the desired improvements that can meet the preferred time for construction indicated herein will be given preference. The project will be constructed in a public park, and all efforts must be made to safeguard the project site during construction, including closing all construction entrances each night and securing all trash and debris generated by the project at the end of each work day in appropriately-sized trash dumpsters provided by the Contractor, unless otherwise arranged by agreement between the Owner and the selected lowest/best bidder.

**5. Proposals shall include, as an attachment, a project list where the bidder has constructed similar facilities. If available, submit locations within the OKC metropolitan area and a contact person for each job.**

6. Operations will consist of field checking design and dimensions and points of connection and construction of the project and appurtenances. Parks and Recreation Staff will be available prior to the Bid Date to discuss any concerns over the site and project, including a pre-bid conference at the Parks and Recreation Conference Room (see item 18, below). Please call (405) 366-5480 for answers to questions about this project.

7. Any necessary City, State or Federal permits are to be obtained by Contractor. **Contractor shall be responsible for all underground utility locations where excavation is to be done at the job site using both the CALL OKIE location service and through meeting with Parks and Recreation staff to locate each party's specific electrical and irrigation lines, in particular. Any damaged underground utility supply or service lines (including any valve boxes, manholes, and all in-ground service access covers), valves, meters, or any other utilities shall be repaired by the Contractor or have the repair paid for by the Contractor at no cost to the City of Norman.** Any utilities currently being used at the park shall be made available for the new construction (Parks and Recreation Project Manager will assist in scheduling all utility connections).

8. Scope of Work: The Contractor shall provide all items necessary to completely construct the improvements described. Appurtenance and/or accessories and material testing not herein mentioned but necessary to furnish a complete project, ready for use upon delivery shall be included. The Contractor shall make a field inspection of the project site and determine the extent, cost, and methods necessary to properly construct the project. Installation will need to be coordinated with the City to minimize impact on the general public. All final inspections must be made by the appropriate City inspectors and declared acceptable prior to final acceptance and final payment (5% of total bid) by the City of Norman.

9. Site Access and Care: The Contractor shall be given such access to the site as necessary to complete the project. Contractor shall protect existing features to stay during construction, and will be responsible for repairing or replacing any damage caused by construction. Contractor shall repair or replace any damage at their sole expense. All access to the site shall occur either via [Fill in information], as shown in the attached aerial photograph. No new construction entrances off of public streets shall be necessary, and such entry construction should not be made a part of any proposal.

10. All standard manufacturer's or dealers warranties shall be supplied in writing covering replacement of all defective parts and workmanship assurances associated with the materials used for this project above and beyond the required bonding mentioned herein. All materials shall be new, unused, and free of defects and imperfections.

11. The Contractor with the successful proposal will be required to enter a **Construction Contract** with the City of Norman and shall be required to provide a **Performance Bond, Statutory Bond, and Maintenance Bond** (blank example copies of each attached) as well as proof of **professional liability insurance** and **worker's compensation insurance**.

12. The basic project shall consist of the following:

- I. Replace Air Handler and make it functional.
- II. Coordinate with the City of Norman for Crane placement and dates of work.
- III. Remove and replace the air handler and pass all City inspections.
- IV. All new construction shall tie-into the existing roof, roof curb and chiller lines in a manner consistent with such work in Norman.

V. Coordinate with the City of Norman regarding best time for space to be without conditioned air.

13. Refer to the manufactures guidelines for installation and start up.

14. Any items listed as TBD shall be priced as part of the base bid as the most common commercial grade product or color for this type of construction. Final material call-outs for TBD items (if any) will be determined by negotiation with the successful contractor. The goal of this Bid is to get the maximum value for the budget; while meeting all applicable standards for construction and inspection. All final design decisions which do not affect project cost which are not covered in the attached plans and specifications will be decided between the Owner and the successful bidder. Base proposals are most concerned with including those items and design orientation described herein. As stated, all material, labor, equipment, and appurtenance necessary to provide the project, ready for use, as described, which are not mentioned in this Bid packet but are essential to the project, are understood to be included in the bidders base bid costs.

**15. The Bid Form includes line items for all parts of the work being bid. Any Extra Work hired for any of these line items shall be done so at the unit price indicated on the bid form. See General Provisions for further explanation of “Extra Work” (if any).**

16. The City of Norman may choose to award part or all of the bid; and to re-bid any or all of the project at a later date, if bids are beyond the available funding limits for the project; however, a “no-build” option is not likely. Any questions on this item can be discussed further at the pre-bid meeting or at any other time through coordination with the project manager.

17. Work is to be completed within one hundred and twenty (120) calendar days from the issuance of a notice to proceed – provided site conditions meet those specified as appropriate for installation. The project site is in an urban wilderness area of a popular community park. This, and other areas of the park have daily users, and work will need to be coordinated to minimize interference with normal daily park usage. All precautions must be made to safeguard any citizens who may enter the park on any given day, including posting signs as part of the traffic control plan that caution and warn the public that the park is a work zone.

18. Interested bidders are invited to attend a pre-bid meeting with representatives from the City of Norman Parks and Recreation Department [fill in information].

The City of Norman reserves the right to reject any and all proposals.

Questions regarding this project should be directed to:  
**Lance Harper, Facilities and Construction Manager**  
**City of Norman Parks and Recreation Department**  
**405-366-5480**

Proposals should be submitted to:  
**Office of the Purchasing Division**  
**225 North Webster Avenue**  
**Norman, OK 73070**

*Deadline for proposals will be*

**PLEASE SIGN AND FAX THIS PAGE BACK TO THE  
CITY OF NORMAN PARKS AND RECREATION  
DEPARTMENT AT  
405-366-5470  
AS CONFIRMATION THAT YOU RECEIVED**

**Invitation to Bid # 2324-xx  
for  
NIC AIR HANDLER REPLACEMENT**

**Signature** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Company Name** \_\_\_\_\_

**Contact Number** \_\_\_\_\_

**E-mail** \_\_\_\_\_

**Address** \_\_\_\_\_