SPECIFICATIONS
AND
CONTRACT DOCUMENTS

FOR THE

FYE 2027 SIDEWALK CONCRETE PROJECTS

1. *FYE 2027 CITYWIDE SIDEWALK RECONSTRUCTION PROJECT 50/50 PROGRAM*
2. *FYE 2027 CITYWIDE SIDEWALK RECONSTRUCTION PROJECT IN HOUSE REPAIRS*
3. *FYE 2027 SIDEWALK ACCESSIBILITY PROJECT*
4. *FYE 2027 SIDEWALKS AND TRIALS PROJECT*
5. *FYE 2027 DOWNTOWN AREA SIDEWALKS AND CURBS*
6. *FYE 2027 SIDEWALK PROGRAM FOR SCHOOLS AND ARTERIALS*

Contract No. – K-2627-2

Maintenance Bond No. – MB-2627-2

Performance Bond – B-2627-3

Statutory Bond – B-2627-4

Project Agent Resolution – R-2627-1

Bid No. – 2526-54

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

TABLE OF CONTENTS
SPECIFICATIONS
AND
CONTRACT DOCUMENTS

ITEM	PAGE
NOTICE TO BIDDERS	3
BIDDER INFORMATION	4
INSTRUCTIONS TO BIDDERS	6
QUALIFICATION STATEMENT OF BIDDERS	8
QUALIFICATION STATEMENT OF BIDDERS SURETY	12
BID PROPOSAL	13
BASE BIDS	15
GENERAL PROVISIONS	27
SPECIAL PROVISIONS	52
DETAILS OF CONSTRUCTION	56
BID AFFIDAVIT	62
CERTIFICATE OF NONDISCRIMINATION	64
FALSE INFORMATION AFFIDAVIT	65
CONTRACT AGREEMENT	66
CONTRACT AFFIDAVIT	68
MAINTENANCE BOND	69
PERFORMANCE BOND	72
STATUTORY BOND	75
CLAIM OR INVOICE AFFIDAVIT	78
APPLICATION FOR PAYMENT	79
LOCATION MAPS	APPENDIX A

NOTICE TO BIDDERS

CITY OF NORMAN
INVITATION TO BID NUMBER 2526-54

FYE 2027 SIDEWALK CONCRETE PROJECTS

Notice is hereby given that pursuant to an order by the CITY OF NORMAN (OWNER), a public trust of the City of Norman, Oklahoma, sealed bids will be received at the Office of the Purchasing Officer, 225 N. Webster Ave., Norman, OK 73069, until 2:00 p.m., local time, Thursday, July 2, 2026 for and on behalf of the CITY OF NORMAN, for furnishing all tools, material and labor, and performing the work necessary for construction of the FYE 2027 SIDEWALK CONCRETE PROJECTS.

"FYE 2027 Sidewalk Concrete Projects"

1. "**FYE 2027 Citywide Sidewalk Reconstruction Project 50/50 Program**"
2. "**FYE 2027 Citywide Sidewalk Reconstruction Project In-house Repairs**"
3. "**FYE 2027 Sidewalk Accessibility Project**"
4. "**FYE 2027 Sidewalks and Trails"**
5. "**FYE 2027 Downtown Area Sidewalks and Curbs**"
6. "**FYE 2027 Sidewalk Program for Schools and Arterials Project**"

Bids will be opened and read aloud at the Office of the Purchasing Officer, 225 N Webster Ave., Norman, OK 73069 at 2:00 p.m. No bids will be accepted after 2:00 p.m.

A non-mandatory Pre-bid Conference will be held on **Thursday, June 18, 2026 from 11:00 a.m. to 12:00 a.m.** in **Conference Room B**, located at 225 N. Webster Ave., Norman, Oklahoma 73069. Questions related to this contract will be answered up to **4:00 p.m. on Thursday June 25, 2026.** 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 Steve Guizzo, Engineering Assistant, for OWNER, at (405) 366-5315 or steve.guizzo@normanok.gov.

These projects consist of: removal and replacement of concrete sidewalks, driveways, handicap ramps as well as relocation and adjustment of water meter boxes, valve boxes and other appurtenances as needed. The projects also include the restoration of disturbed landscaping and irrigation as needed.

The City of Norman is an Equal Opportunity Employer. We encourage all small and minority owned firms and Women's Business Enterprises to apply.

Legal notices in The Journal Record are scheduled to advertise on June 4, 2026 and June 11, 2026.

All bids **must** be marked with the following statement: **Bid for "FYE 2027 Sidewalk Concrete Projects"**

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

1. Engineering Division, Mr. Steve Guizzo, 225 N. Webster Ave., Norman, OK 73069, Telephone No. (405) 366-5315 or steve.guizzo@normanok.gov.

Bid information and specifications may be obtained at no cost:

1. Office of the City Engineer is located at 225 N. Webster Ave., Norman, Oklahoma.

Each Bid must be accompanied by an original executed Bidding Documents contained within the Contract

Documents and a Certified or Cashier's Check or Bidder's Surety Bond, in the sum of five percent (5%) of the amount of the total bid. Said Surety Bond will be retained as liquidated damages in the even the successful bidder fails, neglects, or refuses to enter into said contract for the construction of said public improvements for said project, and furnish the necessary Performance, Statutory, and Maintenance Bonds within ten (10) days from and after the date the award is made.

BIDDER INFORMATION

Award of contract shall be to a Contractor based on prices received on the BID PROPOSAL FORMS. Individual project sites will be designated by the City Engineer or their designated agent and work orders will be issued to the Contractor. The City Engineer expressly reserves the right to assign work orders at their sole discretion based upon the best interest of the City of Norman.

All projects shall proceed as directed in order of priority for each "work order" and the contractor will have fifteen (15) week days to begin said work. Failure to begin in the allotted time will cause payment to be withheld for other completed work. Work orders shall be issued based upon the sole determination of the City Engineer or their designated representative.

The purpose of the *Citywide Sidewalk Reconstruction Project* is to assist property owners in repairing existing sidewalks, and constructing new sidewalks. Property owners who wish to participate in this *Sidewalk Program* will pay 50% of the City of Norman estimated cost.

The quantities listed on the bid schedule are estimated. It is not currently known how many citizens will participate in this program. The number and location of these sidewalk projects are not known at this time. The final contract amount will be dependent on the number of citizens that participate.

This will be a "Work Order" type contract. A work order will be issued on an "as needed basis" based on the number of citizens that participate.

The *Citywide Sidewalk Reconstruction Project* will follow these steps:

1. A citizen, will complete an application for a sidewalk repair or new sidewalk.
2. The city will inspect the site and prepare an estimate, based on the base bid for quantities.
3. The citizen will pay 50% of this cost estimate to the city.
4. The city will consolidate and maximize the number of sidewalk repair sites in a zone if possible before issuing the work order to the contractor. See Appendix C.
5. The contractor will initiate the work order within 15 business days from issuance. However, the contractor may request an extension under unique circumstances. The City Engineer will be the final decision authority on extension requests.
6. Construction will commence. The City will inspect the work during and/or after construction.
7. The contractor will submit an Application and Certification for Payment form for completed work only and based on actual quantities.
8. Payment will be processed.

The purpose of the *Sidewalk Accessibility Project* is to create ADA accessible routes in needed areas. Contractor must be capable of forming and pouring concrete sidewalks and wheel chair ramps which meet current ADA and/or PROWAG Specifications without the guidance of the inspector.

The *Sidewalk Program for Schools and Arterials* will construct new sidewalk for pedestrian routes to schools.

The *City Sidewalk Reconstruction Project In-House Repairs* is to perform repairs to sidewalk, ramp, and curb as needed for City of Norman responsible locations throughout the City.

The *Downtown Area Sidewalks and Curbs Program* are sidewalk, ramp, and curb repair work in specified locations in the downtown area.

The *Sidewalks and Trails Project* are sidewalk, ramp, and curb repair work in specified locations primarily along arterial road routes.

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

WITHDRAWAL OF BID. Any bid may be withdrawn at any time prior to the hour fixed in the Invitation to Bid for the opening of bids, provided that a request in writing, executed by the bidder, or their duly authorized representative, for the withdrawal of such bid is filed with the City prior to the time specified for opening of bids. The withdrawal of such bid will not prejudice the right of a bidder to file a new bid.

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

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

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

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

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

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

EXECUTION OF AGREEMENT. Copies of the agreement in the number stated in the form of agreement, shall be executed by the successful bidder, and returned, together with the required bonds and insurance, within l0 days from and after the date of the award of the contract. Effective date of bonds shall be the same or later than the date of the agreement.

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

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

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

SECTION 1
QUALIFICATION STATEMENT OF BIDDERS

SUBMITTED TO:

Engineering Department Reviewed by:_____Date _____

Date Received: _____

CONTRACTOR: _____

CIRCLE ONE: Sole Proprietor Partnership Corporation Joint Venture

NAME:_____ PARTNER: _____

ADDRESS:_____ ADDRESS: _____

CITY:_____ CITY: _____

PHONE:_____ PHONE: _____

PRINCIPAL PLACE OF BUSINESS: PRINCIPAL PLACE OF BUSINESS:

COUNTY_____STATE_____ COUNTY_____STATE _____

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

STATE OF INCORPORATION: _____

LOCATION OF PRINCIPAL OFFICE: _____

CONTACT PERSONS AT OFFICE: _____

PERSON EXECUTING CONTRACTS ON BEHALF OF CORPORATION:

NAME:_____ADDRESS: _____

TITLE: _____ CITY _____ STATE____ZIP _____

PHONE: _____

NAMES OF OFFICERS: (IF APPLICABLE)

LIST NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:

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

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

TYPE(S) OF WORK DONE: (CIRCLE)

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

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

COMMENTS:

GREATEST NUMBER OF THIS TYPE CONSTRUCTION CONTRACTS IN EXCESS OF $l00,000.00 UNDER CONSTRUCTION AT ONE TIME IN COMPANY'S HISTORY:

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

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

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

PROJECT:
OWNER/ENGINEER:

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

PROJECT:
OWNER/ENGINEER:

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

PROJECT:
OWNER/ENGINEER:

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

PROJECT:
OWNER/ENGINEER:

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

(USE ATTACHMENTS IF NECESSARY)

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

PROJECT:
OWNER/ENGINEER:

YEAR BUILT:_____CONTRACT PRICE: _____

CONTACT PERSON:_____ PHONE: _____

PROJECT:
OWNER/ENGINEER:

YEAR BUILT:_____CONTRACT PRICE: _____

CONTACT PERSON:_____ PHONE: _____

PROJECT:
OWNER/ENGINEER:

YEAR BUILT:_____CONTRACT PRICE: _____

CONTACT PERSON:_____ PHONE: _____

(USE ATTACHMENTS IF NECESSARY)

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

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

CONTACT PERSON:_____ PHONE: _____

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

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

BANK REFERENCE: Bank:

Address: _____

City: _____ State: _____ Zip: _____

Contact Person:_____Phone: _____

MUNICIPALITY REFERENCE: City:

Contact Person:_____ Position: _____

Address:_____ Phone: _____

OTHER CREDIT REFERENCES:

Name:_____ Name: _____

Address:_____ Address: _____

Phone:_____ Phone: _____

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

Signed:_____ Title _____

Company:_____ Date: _____

COPY TO LOCAL UNDERWRITING OFFICE OF PROPOSED SURETY

Name:_____ Phone: _____

Address:_____ City: _____ State: _____

SECTION 2
QUALIFICATION STATEMENT
OF BIDDER'S SURETY

SUBMITTED TO:_____

BIDDER:_____

ADDRESS:_____

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

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

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

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

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

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

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

REMARKS:_____

_____

SURETY:_____

SIGNED: _____

BY: _____

TITLE: _____

ADDRESS: _____

CITY:_____STATE_____ZIP _____

(IN DUPLICATE)

BID PROPOSAL

PLACE: Norman, Oklahoma

DATE: _____

PROJECT: **BID 2526-54 FYE 2027 SIDEWALK CONCRETE PROJECTS**

Proposal of:

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

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

Council members:

The undersigned, as the Bidder, declares that before preparing their bid, they read carefully the instructions to Bidders, the general conditions, and the general detailed specifications, examined the form of the Contract and the several bonds and the information blanks to be submitted, and that he is familiar with all the provisions of the same and with all the requirements of the complete Contract to be entered into bonds to be executed; that he has carefully examined the specifications for the proposed work on file with the City Clerk, Purchasing Agent, and Director of Public Works, that he has examined carefully all local conditions, has informed 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 estimated 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 (l0) days after the acceptance of their bid, for the furnishing of all necessary machinery, equipment, tools, labor, and materials of construction and to perform all work necessary to erect, construct and install the structures and appurtenances complete in place in the manner and under conditions required by the Contract and by the specifications therefore, on file in the Office of the City Clerk, Purchasing Agent, and Director of Public Works, Norman, Oklahoma, for the following amounts of:

_____ Dollars
(In Words)

($)_____(Numeric)

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

FYE 2027 SIDEWALK CONCRETE PROJECTS

a. 263 Calendar Days for all projects except Citywide Sidewalk Reconstruction Project
   1. 263 Calendar Days does not include weather days
      i) Weather days to be determined by the City Engineer
b. Citywide Sidewalk Reconstruction Project is an on-call service project
   1. Project will expire when bid amount is fully depleted or April 30, 2027

If partnership, give name address of each member.

Signed: _____
(Contractor)

_____ By: _____
(Agent)

_____ Address: _____

Incorporated under the laws of

_____
(State)

STATE OF _____)
)
COUNTY OF _____)

_____ of lawful age, being first duly sworn, upon their 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 he had lawful authority to do so and said Bidder has not directly nor indirectly entered into any agreement, expressed or implied, with any Bidder or Bidders, having for its object the controlling of the price or amount of such bid or bids, the paying to anyone any money for promotion out to any Bidder or Bidders or other persons of any part of the Contract or any part of the subject matter the bid or bids of the profits thereof, and that 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:

_____ _____
Notary Public

Bid Proposal Form
FYE 2027 Sidewalk Concrete Projects
FYE 2027 Citywide Sidewalk Reconstruction Project - 50/50 Program

Item	Description	Unit	Unit Price (numerals)	Quantity	Total Price
1	Unclassified Excavation Common	C.Y.		150	
2	Unclassified Borrow	C.Y.		100	
3	Solid Slab Sodding	S.Y.		100	
4	Remove Tree 6" to 15" in Dia.	EA.		0	
5	Remove Tree 16" to 24" in Dia.	EA.		0	
6	Remove Tree 25" or more in Dia.	EA.		0	
7	Removal of Conc. Sidewalk	S.Y.		400	
8	Removal of 6" to 8" Concrete Pavement	S.Y.		50	
9	Removal of 6" to 8" Conc. Pavement with reinforcing steel	S.Y.		0	
10	Removal of 9" to 12" Concrete Pavement	S.Y.		0	
11	Removal of 6" to 10" Asphalt Pavement	S.Y.		0	
12	Saw Cutting Pavement/Sidewalk	L.F.		500	
13	Install 4" Conc. Sidewalk	S.Y.		500	
14	4" Brick Pavers Sidewalk with sand base	S.Y.		0	
15	Removal of Cross Tie Retaining Wall	L.F.		0	
16	Removal of Conc. Retaining Wall	L.F.		0	
17	Install Cross-Tie Retaining Wall (2 ft. high)	L.F.		0	
18	Install Concrete Retaining Wall	C.Y.		0	
19	Manufactured Concrete Block Retaining Wall (ft/course laid)	L.F.		0	
20	Flowable Fill	C.Y.		0	
21	6" Conc. (H.E.S. 3000 PSI)	S.Y.		100	
22	Sidewalk Ramps	S.Y.		50	
23	Detectable Warning Surface	S.F.		50	
24	Asphalt Concrete Type B	TON		0	
25	Pedestrian Conc. Slab Bridge	S.Y.		0	
26	Conc. Curb (6" Barrier – Integral)	L.F.		75	
27	Conc. Curb (8" Barrier – Integral)	L.F.		75	
28	Adjust valve boxes to grade	EA.		5	
29	Purchase and install new valve box	EA.		5	
30	Adjust meter boxes to grade	EA.		0	
31	Relocate water meter and box	EA.		0	
32	1/2" Joint Dowel	EA.		250	
33	Reinforcing Steel (Grade 60)	LBS.		0	
34	4" Pipe Underdrain	L.F.		0	
35	Removal of Curb and Gutter	L.F.		100	
36	Placement of Curb and Gutter	L.F.		100	

Continued on next page

Bid Proposal Form
FYE 2027 Sidewalk Concrete Projects
FYE 2027 Citywide Sidewalk Reconstruction Project - 50/50 Program

Continued from previous page

37	Guardrail/Handrail Assembly	L.F.		0	
38	Chain Link Fabric	S.F.		0	
39	Relocation of Irrigation System Piping	L.F.		50	
40	Relocation of existing sprinkler head	EA.		10	
41	Installation of new sprinkler head	EA.		10	
42	Pedestrian Push Button Cross Walk Actuator and Pole	EA.		0	
43	Cross Walk Markings Removal and Replacement @ 4”	L.F.		0	
44	Remove and Salvage Signage	EA.		2	
45	Installation of Salvaged Signage	EA.		2	
46	Traffic Control	L.S.		1	

Total Bid $ _____

Total Bid in Words _____

Bid Proposal Form
FYE 2027 Sidewalk Concrete Projects
FYE 2027 Citywide Sidewalk Reconstruction Project - City of Norman Repairs

Item	Description	Unit	Unit Price (numerals)	Quantity	Total Price
1	Unclassified Excavation Common	C.Y.		50	
2	Unclassified Borrow	C.Y.		30	
3	Solid Slab Sodding	S.Y.		50	
4	Remove Tree 6" to 15" in Dia.	EA.		0	
5	Remove Tree 16" to 24" in Dia.	EA.		0	
6	Remove Tree 25" or more in Dia.	EA.		0	
7	Removal of Conc. Sidewalk	S.Y.		125	
8	Removal of 6" to 8" Concrete Pavement	S.Y.		0	
9	Removal of 6" to 8" Conc. Pavement with reinforcing steel	S.Y.		0	
10	Removal of 9" to 12" Concrete Pavement	S.Y.		0	
11	Removal of 6" to 10" Asphalt Pavement	S.Y.		0	
12	Saw Cutting Pavement/Sidewalk	L.F.		150	
13	Install 4" Conc. Sidewalk	S.Y.		150	
14	4" Brick Pavers Sidewalk with sand base	S.Y.		0	
15	Removal of Cross Tie Retaining Wall	L.F.		0	
16	Removal of Conc. Retaining Wall	L.F.		0	
17	Install Cross-Tie Retaining Wall (2 ft. high)	L.F.		0	
18	Install Concrete Retaining Wall	C.Y.		0	
19	Manufactured Concrete Block Retaining Wall (ft/course laid)	L.F.		0	
20	Flowable Fill	C.Y.		0	
21	6" Conc. (H.E.S. 3000 PSI)	S.Y.		0	
22	Sidewalk Ramps	S.Y.		20	
23	Detectable Warning Surface	S.F.		20	
24	Asphalt Concrete Type B	TON		0	
25	Pedestrian Conc. Slab Bridge	S.Y.		0	
26	Conc. Curb (6" Barrier – Integral)	L.F.		0	
27	Conc. Curb (8" Barrier – Integral)	L.F.		0	
28	Adjust valve boxes to grade	EA.		2	
29	Purchase and install new valve box	EA.		2	
30	Adjust meter boxes to grade	EA.		0	
31	Relocate water meter and box	EA.		0	
32	1/2" Joint Dowel	EA.		100	
33	Reinforcing Steel (Grade 60)	LBS.		0	
34	4" Pipe Underdrain	L.F.		0	
35	Removal of Curb and Gutter	L.F.		50	
36	Placement of Curb and Gutter	L.F.		50	

Continued on next page

Bid Proposal Form
FYE 2027 Sidewalk Concrete Projects
FYE 2027 Citywide Sidewalk Reconstruction Project - City of Norman Repairs

Continued from previous page

37	Guardrail/Handrail Assembly	L.F.		0	
38	Chain Link Fabric	S.F.		0	
39	Relocation of Irrigation System Piping	L.F.		0	
40	Relocation of existing sprinkler head	EA.		0	
41	Installation of new sprinkler head	EA.		0	
42	Pedestrian Push Bottom Cross Walk Actuator and Pole	EA.	$1,500.00	6	$9,000.00
43	Cross Walk Markings Removal and Replacement @ 4”	L.F.		0	
44	Remove and Salvage Signage	EA.		0	
45	Installation of Salvaged Signage	EA.		0	
46	Traffic Control	L.S.		1	

Total Bid $ _____

Total Bid in Words _____

Bid Proposal Form
FYE 2027 Sidewalk Concrete Projects
FYE 2027 Sidewalk Accessibility Project

Item	Description	Unit	Unit Price (numerals)	Quantity	Total Price
1	Unclassified Excavation Common	C.Y.		50	
2	Unclassified Borrow	C.Y.		30	
3	Solid Slab Sodding	S.Y.		100	
4	Remove Tree 6" to 15" in Dia.	EA.		0	
5	Remove Tree 16" to 24" in Dia.	EA.		0	
6	Remove Tree 25" or more in Dia.	EA.		0	
7	Removal of Conc. Sidewalk	S.Y.		200	
8	Removal of 6" to 8" Concrete Pavement	S.Y.		0	
9	Removal of 6" to 8" Conc. Pavement with reinforcing steel	S.Y.		0	
10	Removal of 9" to 12" Concrete Pavement	S.Y.		0	
11	Removal of 6" to 10" Asphalt Pavement	S.Y.		0	
12	Saw Cutting Pavement/Sidewalk	L.F.		200	
13	Install 4" Conc. Sidewalk	S.Y.		200	
14	4" Brick Pavers Sidewalk with sand base	S.Y.		0	
15	Removal of Cross Tie Retaining Wall	L.F.		0	
16	Removal of Conc. Retaining Wall	L.F.		0	
17	Install Cross-Tie Retaining Wall (2 ft. high)	L.F.		0	
18	Install Concrete Retaining Wall	C.Y.		0	
19	Manufactured Concrete Block Retaining Wall (ft/course laid)	L.F.		0	
20	Flowable Fill	C.Y.		0	
21	6" Conc. (H.E.S. 3000 PSI)	S.Y.		0	
22	Install Sidewalk Ramps	S.Y.		80	
23	Detectable Warning Surface	S.F.		100	
24	Asphalt Concrete Type B	TON		0	
25	Pedestrian Conc. Slab Bridge	S.Y.		0	
26	Conc. Curb (6" Barrier – Integral)	L.F.		100	
27	Conc. Curb (8" Barrier – Integral)	L.F.		100	
28	Adjust valve boxes to grade	EA.		2	
29	Purchase and install valve box	EA.		2	
30	Adjust water meter or signal box	EA.		0	
31	Relocate water meter and box	EA.		0	
32	1/2" Joint Dowel	EA.		150	
33	Reinforcing Steel (Grade 60)	LBS.		0	
34	4" Pipe Underdrain	L.F.		0	
35	Removal of Curb and Gutter	L.F.		150	
36	Placement of Curb and Gutter	L.F.		100	

Continued on next page

Bid Proposal Form
FYE 2027 Sidewalk Concrete Projects
FYE 2027 Sidewalk Accessibility Project

Continued from previous page

37	Guardrail/Handrail Assembly	L.F.		0	
38	Chain Link Fabric	S.F.		0	
39	Relocation of Irrigation System Piping	L.F.		40	
40	Relocation of existing sprinkler head	EA.		0	
41	Installation of new sprinkler head	EA.		10	
42	Crosswalk Markings Removal and Placement	L.F.		0	
43	Remove and Salvage Signage	EA.		0	
44	Installation of Salvaged Signage	EA.		0	
45	Traffic Control	L.S.		1	

Total Bid $ _____

Total Bid in Words _____

Bid Proposal Form
FYE 2027 Sidewalk Concrete Projects
FYE 2027 Sidewalk Program for Schools and Arterials

Item	Description	Unit	Unit Price (numerals)	Quantity	Total Price
1	Unclassified Excavation Common	C.Y.		100	
2	Unclassified Borrow	C.Y.		25	
3	Solid Slab Sodding	S.Y.		100	
4	Remove Tree 6" to 15" in Dia.	EA.		0	
5	Remove Tree 16" to 24" in Dia.	EA.		0	
6	Remove Tree 25" or more in Dia.	EA.		0	
7	Removal of Conc. Sidewalk	S.Y.		250	
8	Removal of 6" to 8" Concrete Pavement	S.Y.		0	
9	Removal of 6" to 8" Conc. Pavement with reinforcing steel	S.Y.		0	
10	Removal of 9" to 12" Concrete Pavement	S.Y.		0	
11	Removal of 6" to 10" Asphalt Pavement	S.Y.		0	
12	Saw Cutting Pavement/Sidewalk	L.F.		400	
13	Install 4" Conc. Sidewalk	S.Y.		350	
14	4" Brick Pavers Sidewalk with sand base	S.Y.		0	
15	Removal of Cross Tie Retaining Wall	L.F.		0	
16	Removal of Conc. Retaining Wall	L.F.		0	
17	Install Cross-Tie Retaining Wall (2 ft. high)	L.F.		0	
18	Install Concrete Retaining Wall	C.Y.		0	
19	Manufactured Concrete Block Retaining Wall (ft/course laid)	L.F.		0	
20	Flowable Fill	C.Y.		0	
21	6" Conc. (H.E.S. 3000 PSI)	S.Y.		50	
22	Sidewalk Ramps	S.Y.		50	
23	Detectable Warning Surface	S.F.		60	
24	Asphalt Concrete Type B	TON		0	
25	Pedestrian Conc. Slab Bridge	S.Y.		0	
26	Conc. Curb (6" Barrier – Integral)	L.F.		0	
27	Conc. Curb (8" Barrier – Integral)	L.F.		0	
28	Adjust valve boxes to grade	EA.		0	
29	Adjust meter boxes to grade	EA.		0	
30	Relocate water meter and box	EA.		0	
31	1/2" Joint Dowel	EA.		125	
32	Reinforcing Steel (Grade 60)	LBS.		0	
33	4" Pipe Underdrain	L.F.		0	
34	Removal of Curb and Gutter	L.F.		150	
35	Placement of Curb and Gutter	L.F.		100	

Continued on next page

Bid Proposal Form
FYE 2027 Sidewalk Concrete Projects
FYE 2027 Sidewalk Program for Schools and Arterials

Continued from previous page

36	Guardrail/Handrail Assembly	L.F.		0	
37	Chain Link Fabric	S.F.		0	
38	Relocation of Irrigation System Piping	L.F.		50	
39	Relocation of existing sprinkler head	EA.		0	
40	Installation of new sprinkler head	EA.		10	
41	Pedestrian Push Button Cross Walk Actuator and Pole	EA.		0	
42	Crosswalk Markings Removal and Placement	L.F.		0	
43	Remove and Salvage Sign	EA.		0	
44	Installation of Salvaged Sign	EA.		0	
45	Traffic Control	L.S.		1	

Total Bid $ _____

Total Bid in Words _____

Bid Proposal Form
FYE 2027 Sidewalk Concrete Projects
FYE 2027 Downtown Area Sidewalks and Curbs

Item	Description	Unit	Unit Price (numerals)	Quantity	Total Price
1	Unclassified Excavation Common	C.Y.		20	
2	Unclassified Borrow	C.Y.		18	
3	Solid Slab Sodding	S.Y.		0	
4	Remove Tree 6" to 15" in Dia.	EA.		0	
5	Remove Tree 16" to 24" in Dia.	EA.		0	
6	Remove Tree 25" or more in Dia.	EA.		0	
7	Removal of Conc. Sidewalk	S.Y.		95	
8	Removal of 6" to 8" Concrete Pavement	S.Y.		140	
9	Removal of 6" to 8" Conc. Pavement with reinforcing steel	S.Y.		0	
10	Removal of 9" to 12" Concrete Pavement	S.Y.		0	
11	Removal of 6" to 10" Asphalt Pavement	S.Y.		0	
12	Saw Cutting Pavement/Sidewalk	L.F.		350	
13	Install 4" Conc. Sidewalk	S.Y.		80	
14	4" Brick Pavers Sidewalk with sand base	S.Y.		0	
15	Removal of Cross Tie Retaining Wall	L.F.		0	
16	Removal of Conc. Retaining Wall	L.F.		0	
17	Install Cross-Tie Retaining Wall (2 ft. high)	L.F.		0	
18	Install Concrete Retaining Wall	C.Y.		0	
19	Manufactured Concrete Block Retaining Wall (ft/course laid)	L.F.		0	
20	Flowable Fill	C.Y.		0	
21	6" Conc. (H.E.S. 3000 PSI)	S.Y.		140	
22	Sidewalk Ramps	S.Y.		45	
23	Detectable Warning Surface	S.F.		50	
24	Asphalt Concrete Type B	TON		0	
25	Pedestrian Conc. Slab Bridge	S.Y.		0	
26	Conc. Curb (6" Barrier – Integral)	L.F.		0	
27	Conc. Curb (8" Barrier – Integral)	L.F.		0	
28	Adjust valve boxes to grade	EA.		0	
29	Adjust meter boxes to grade	EA.		0	
30	Relocate water meter and box	EA.		0	
31	1/2" Joint Dowel	EA.		75	
32	Reinforcing Steel (Grade 60)	LBS.		0	
33	4" Pipe Underdrain	L.F.		0	
34	Removal of Curb and Gutter	L.F.		125	
35	Placement of Curb and Gutter	L.F.		125	

Continued on next page

Continued from previous page

36	Guardrail/Handrail Assembly	L.F.		0	
37	Chain Link Fabric	S.F.		0	
38	Relocation of Irrigation System Piping	L.F.		25	
39	Relocation of existing sprinkler head	EA.		10	
40	Installation of new sprinkler head	EA.		0	
41	Cross Walk Markings Removal and Placement	L.F.		0	
42	Remove and Salvage Signage	EA.		0	
43	Install Salvaged Signage	EA.		0	
44	Traffic Control	L.S.		1	

Total Bid $ _____

Total Bid in Words _____

Bid Proposal Form
FYE 2027 Sidewalk Concrete Projects
FYE 2027 Sidewalks and Trails

Item	Description	Unit	Unit Price (numerals)	Quantity	Total Price
1	Unclassified Excavation Common	C.Y.		100	
2	Unclassified Borrow	C.Y.		50	
3	Solid Slab Sodding	S.Y.		200	
4	Remove Tree 6" to 15" in Dia.	EA.		0	
5	Remove Tree 16" to 24" in Dia.	EA.		0	
6	Remove Tree 25" or more in Dia.	EA.		0	
7	Removal of Conc. Sidewalk	S.Y.		775	
8	Removal of 6" to 8" Concrete Pavement	S.Y.		100	
9	Removal of 6" to 8" Conc. Pavement with reinforcing steel	S.Y.		0	
10	Removal of 9" to 12" Concrete Pavement	S.Y.		0	
11	Removal of 6" to 10" Asphalt Pavement	S.Y.		0	
12	Saw Cutting Pavement/Sidewalk	L.F.		525	
13	Install 4" Conc. Sidewalk	S.Y.		950	
14	4" Brick Pavers Sidewalk with sand base	S.Y.		0	
15	Removal of Cross Tie Retaining Wall	L.F.		0	
16	Removal of Conc. Retaining Wall	L.F.		0	
17	Install Cross-Tie Retaining Wall (2 ft. high)	L.F.		0	
18	Install Concrete Retaining Wall	C.Y.		0	
19	Manufactured Concrete Block Retaining Wall (ft/course laid)	L.F.		0	
20	Flowable Fill	C.Y.		0	
21	6" Conc. (H.E.S. 3000 PSI)	S.Y.		100	
22	Sidewalk Ramps	S.Y.		180	
23	Detectable Warning Surface	S.F.		120	
24	Asphalt Concrete Type B	TON		0	
25	Pedestrian Conc. Slab Bridge	S.Y.		0	
26	Conc. Curb (6" Barrier – Integral)	L.F.		0	
27	Conc. Curb (8" Barrier – Integral)	L.F.		0	
28	Adjust valve boxes to grade	EA.		2	
29	Adjust meter boxes to grade	EA.		2	
30	Relocate water meter and box	EA.		0	
31	1/2" Joint Dowel	EA.		215	
32	Reinforcing Steel (Grade 60)	LBS.		0	
33	4" Pipe Underdrain	L.F.		0	
34	Removal of Curb and Gutter	L.F.		110	
35	Placement of Curb and Gutter	L.F.		95	

Continued on next page

Continued from previous page

36	Guardrail/Handrail Assembly	L.F.		0	
37	Chain Link Fabric	S.F.		0	
38	Relocation of Irrigation System Piping	L.F.		50	
39	Relocation of existing sprinkler head	EA.		10	
40	Installation of new sprinkler head	EA.		10	
41	Pedestrian Push Button Cross Walk Actuator and Pole	EA.		0	
42	Crosswalk Markings Removal and Placement	L.F.		0	
43	Remove and Salvage Sign	EA.		0	
44	Installation of Salvaged Sign	EA.		0	
45	Traffic Control	L.S.		1	

Total Bid $ _____

Total Bid in Words _____

Bid Proposal Form
FYE 2027 Sidewalk Concrete Projects
Grand Total Bid

	Project	Total Price In Dollars
1	FYE 2027 Citywide Sidewalk Reconstruction Project – 50/50 Program	$
2	FYE 2027 Citywide Sidewalk Reconstruction Project – City of Norman Repairs	$
3	FYE 2027 Sidewalk Accessibility Project	$
4	FYE 2027 Sidewalk Program for Schools and Arterials Project	$
5	FYE 2027 Sidewalks and Trials	$
6	FYE 2027 Downtown Area Sidewalks and Curbs	$

GRAND TOTAL BID: $ _____

GRAND TOTAL BID IN WORDS

_____

Note: A unit price shall be given for all bid items, including those with zero quantities, or the entire bid will be disqualified.

Note: Unless otherwise specified all costs associated with mobilization, construction traffic control, bonds and any other miscellaneous costs shall be included in the unit price costs of other items of work.

Bidder Contact Information

Name and Address of Bidder: _____

_____

_____

Contact Person:_____Telephone No. _____

NOTES:

(1) Item 1: Excavation is for placement of new sidewalk, removal of roots, stumps, rocks and other naturally occurring underground obstructions. Item includes salvaged topsoil for reuse.

(2) Item 13: Includes (ODOT Class A, 6 sack, 3000 psi concrete), expansion joint filler, sealers, Control Crack Joints and other miscellaneous items needed for construction of this pay item.

(3) Item 17: Bid price per LF is based on a 2-ft. high retaining wall. If wall is more or less, the unit price per LF will be adjusted proportionally. For example: if bid price is $10.00/LF and a 4 ft. retaining wall is removed, the contractor will be paid $20.00/LF.

(4) Item 18: Bid is based on retaining wall from 1 foot to 4 feet in height and the Cubic Yard price shall include any footing or reinforcing steel that may be required.

(5) Item 21: Includes concrete, Sub-base compaction to 95% SPD, backfill, expansion joint filler, sealers, sawed contraction joints and other miscellaneous items needed for construction of this pay item.

(6) Item 22: Includes any quantity for Removal of Curb and Gutter. Ramps adjacent to arterial roads intersections shall be 6 inches thick to accommodate rollover by heavy vehicles.

(7) Item 23: The detectable warning surface shall be Armor-Tile (reddish/brown) or approved equal.

(8) Item 25: Pedestrian Bridge includes quantity for Reinforcing Steel. (See City of Norman Standard Detail).

(9) Items 34 & 35: For repair of the curb portion of damaged Curb and Gutter.

(10) Item 31: 18" smooth steel dowel at ramp/sidewalk or sidewalk/driveway expansion joint and 18" deformed steel dowel at ramp/street joint.

(11) Item 32: Reinforcing Steel may be required on a case-by-case basis in areas where tree roots can damage the sidewalk and shall be decided by the inspector. Also, can be used in other types of concrete, slabs, etc.

(12) Item 36: For use on a raised walk and/or Ramp.

(13) Item 33: To be used in conjunction with item 36 (Handrail Assembly) on raised walkways when required.

GENERAL PROVISIONS
SECTION 102

PROPOSAL REQUIREMENTS AND CONDITIONS

102.0l - CONTENTS OF PROPOSAL FORM

The City will furnish Bidders with proposal forms which will state the general location 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.

102.02 - 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, he may submit to the Engineer 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 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.

102.03 - 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 City Clerk or Engineer; to examine carefully local conditions; to inform themselves by their independent research of the difficulties to be encountered and judge for themselves of 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 be evidenced that the Bidder has made the examinations and investigations required herein.

102.04 - PREPARATION OF PROPOSAL

The Bidder shall submit their 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 an numerals, for which they 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.

102.04 - PREPARATION OF PROPOSAL (continued)

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 others to sign proposals must be properly certified and must be in writing and on file with the City Clerk or submitted with the proposal.

Any change in the unit price or the product of the unit price shall be acknowledged by the initials of the person

signing the bid, adjacent to each such change or alteration.

In cases of conflict between the proposal total price and the unit prices in the detailed proposal, the unit prices shall govern.

102.05 - 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 in 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.

102.06 - PROPOSAL 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.

102.07 - FILING OF PROPOSALS

No proposals will be considered by the City unless they are filed in a sealed envelope, with the Purchasing Agent at their office at 201 West Gray Street, Building C, 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.

102.08 - 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.

102.9 - IRREGULAR PROPOSALS

Proposals will be considered irregular if they show any omissions, alteration 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.

102.10 - REJECTION OF PROPOSALS/BIDS

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

(a) Proposals/bids received after time limit for receiving proposals/bids as stated in the Advertisement.

(b) Proposal/bid prices obviously unbalanced.

(c) Summation of proposal/bid prices on any one project above the Engineer's estimate of cost for such project.

(d) Proposals/bids containing any irregularities.

(e) Proposals/bids received more than ninety six (96) hours, excluding Saturday, Sunday and Holidays, before the time set for the opening of bids.

102.11 - 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, will hinder or prevent the prompt completion of additional work, if awarded.

SECTION 103
AWARD AND EXECUTION OF CONTRACT

103.01 - 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.

103.02 - 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 14 days 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.

103.03 - 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 (100%) percent 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 of the use of inferior materials.

(b) A good and sufficient Statutory Bond in an amount equal to one hundred (100%) percent 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 (100%) percent of the total amount of the Contract, guaranteeing the maintenance in good condition of such improvement for a period to one (1) year from and after the time of the completion and acceptance by the City of said improvements.

103.04 - SURETY BONDS (continued)

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 to the City.

All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury

Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

103.05 - 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 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.

103.06 - 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, they will be considered to have abandoned their 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 104
SCOPE OF WORK

104.01 - INTENT OF SPECIFICATIONS

The intent of the specifications is to prescribe a 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, 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. He shall furnish all labor, materials, tools, equipment and incidentals necessary to the prosecution of the work, unless otherwise specified.

104.02 - 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.

104.03 - 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.

104.04 - 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.

104.05 - 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 Engineer and with the prior approval of the City Council. Payment for extra work will be made as hereinafter provided.

104.06 - FINAL CLEANUP

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, whether the debris was left on the job site by the contractor or whether the debris was existing at the site before construction began. They shall leave the site of the work in a neat and orderly condition to the satisfaction of the Engineer or their representative. Waste materials removed from the site of the work shall be disposed of at locations satisfactory to the Engineer.

SECTION 105
CONTROL OF THE WORK AND MATERIALS

105.01 - AUTHORITY OF ENGINEER

All work shall be done under the supervision of the Engineer and to their satisfaction. They 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 work. The Engineer shall have the right to establish any sequence or priority of operation in the interest of desirable cooperation with other work. They shall determine the amount and quality of work performed and materials furnished and their decisions and estimates shall be final. Their estimate in such event shall be a condition precedent to the right of the Contractor to receive money due them under the Contract.

105.02 - DETAIL SHOP AND WORKING DRAWINGS FURNISHED BY CONTRACTOR

The Contractor shall submit to the Engineer 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 Engineer, any work done or materials ordered shall be at the Contractor's risk. The Contract price shall include the cost of furnishing such drawings.

105.03 - 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 Engineer 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, he shall immediately call such error or discrepancy to the attention of the Engineer.

105.04 - COOPERATION OF CONTRACTOR

Three sets of specifications will be furnished the Contractor as follows: One office copy, one for the Field Superintendent, and one copy for job use. The Contractor, however, shall have a set of plans and the Contractor shall give to the work the consistent attention necessary to facilitate the program thereof, and he shall cooperate with the Engineer 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 Engineer or their representative. The Contractor and their Superintendent shall provide all reasonable facilities to enable the Engineer and their inspectors to inspect the workmanship and materials entering into the work.

105.05 - 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 Engineer for considerations before proceeding with the work.

105.06 - SOURCE OF SUPPLY AND QUALITY OF MATERIALS

The Contractor shall not start delivery of materials until the Engineer has approved the source of supply. Only materials conforming to the requirements of these specifications shall be used in the work and such materials shall be used only after written approval has been given by the Engineer and only so long as the quality of said materials remains equal to the requirements of the specifications. The Contractor shall furnish approved materials from other sources, if, for any reason, the produce from any source at any time before commencing or during the prosecution of that work proves unacceptable. After approval, any material which has become mixed with or coated by dirt or any other foreign substances during its delivery and handling shall not be used in the work.

105.07 - SAMPLES AND TESTS OF MATERIALS

Where, in the opinion of the Engineer or called for in the specifications, tests of materials are necessary, such tests shall be made by and at the expense of the City, unless otherwise provided in the Special Provisions. Tests, unless otherwise specified, are to be made in accordance with the latest standard methods of the American Society for Testing Materials. The Contractor shall provide such facilities as the Engineer may require for collecting and forwarding samples and shall not use the materials represented by the samples until tests have been made and approved by the designated Engineer or testing laboratory. The Contractor, in all cases, shall furnish the required samples without charge. All tests shall be made by a laboratory designated by the City. Testing shall be made as specified in the Special Provisions unless otherwise required by the City.

105.08 - 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 Engineer 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.

105.09 - INSPECTION

The Contractor shall furnish the Engineer 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 Engineer requires, the Contractor shall at any time before acceptance of the work, remove and uncover such portions of the finished 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. specifications available at all points where a separate construction crew is working. The contractor shall request an inspection 2 hours before the placement of concrete.

105.09 – INSPECTION (cont.)

Should the work thus exposed on examination prove acceptable, the cost of uncovering or removing and the 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 and the replacing of the covering or making good of the parts removed 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 Engineer, 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 Engineer may be ordered replaced at the Contractor's expense.

Inspections, tests or approvals by the Engineer or others shall not relieve the Contractor from their obligations to perform the work in accordance with the requirements of the "Specifications and Contract Documents." All work is subject to a final inspection and can be rejected at that time.

105.l0 - 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 Engineer 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 Engineer, the Engineer 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 Engineer 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 therefore.

105.11 - FINAL INSPECTION

The Engineer 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 Engineer at the time of such inspection, they shall inform the Contractor as to the particular defects to be remedied before final acceptance can be made. Final inspections and the final quantities compiled and approved are to be made at each work location prior to moving to another work site.

SECTION 106
LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

106.01 - 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.

106.01 (a) CONTRACTOR TO DEFEND, INDEMNIFY, AND SAVE HARMLESS - VIOLATONS

The Contractor and their 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 themselves or their employees.

106.02 - PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges or fees, and give all notices necessary an 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.

106.03 - 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, they 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.

106.04 - 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.

106.05 - PUBLIC CONVENIENCES AND SAFETY

Materials stored about the work shall be so placed and the work shall, at all times, be so conducted as to cause no greater obstruction of the traveling public than is considered necessary by the Engineer. The Contractor shall make provisions, by bridges or otherwise, at all cross streets, highways, sidewalks and private driveways for the free passage of vehicles and pedestrians, provided that, where bridging is impracticable, in the opinion of the Engineer for the diversion of traffic, the Contractor shall, at their own expense, provide all materials and perform work necessary for the construction and maintenance of roadways and bridges for the diversion of traffic.

106.05 - PUBLIC CONVENIENCES AND SAFETY (cont.)

Sidewalks must not be obstructed unless by special permission of the Engineer. Neither the construction material nor plant used in the construction of the work shall be placed so as to endanger the work or prevent

access to all fire hydrants, water valves, gas valves, manholes for electric, telephone, telegraph or traffic signal conduits, sewers, or fire alarm or police call boxes in the vicinity. The City reserves the right to remedy any neglect on the part of the Contractor as regards the public convenience and safety which may come to its attention, after twenty-four (24) hours' notice in writing to the Contractor, save in cases of emergency when it shall have the right to remedy any neglect without notice and, in their case, the cost of such work done by the City shall be deducted from Moines due or to become due to the Contractor.

106.06 - PRIVILEGES OF CONTRACTOR IN STREETS, ALLEYS, OR RIGHT-OF-WAY

For the performance of the Contract, the Contractor will be permitted to occupy such portions of the street or alleys, other public places or other right-of-way as provided for in the ordinances of the City, as included in the specifications or as permitted by the Engineer. The Engineer may restrict these privileges based on the needs of the City. A reasonable amount of tools, materials, and equipment for construction may be stored in such space but no more than is necessary to avoid delays in the construction. Excavated and waste materials shall be piled or stacked in such a way as not to interfere with spaces that may be designated to be left free and unobstructed, and not inconvenience occupants of adjoining property. Other contractors of the City may, for all purposes required by their contracts, enter upon the work and premises used by the Contractor and the Contractor shall give to other contractors of the City, all reasonable facilities and assistance for the completion of the adjoining work. Any additional grounds desired by the Contractor for their use shall be provided by them at their own expense.

106.07 - RESPONSIBILITY FOR DAMAGE CLAIMS: CONTRACTOR TO DEFEND AND IDEMNIFY, AND SAVE HARMLESS

The Contractor and their 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 the 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 Workmen'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, their 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.

106.08 - 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 (l0) days after the sustaining of such damage, make a written statement to the Engineer setting out in detail the nature of the alleged damage.

106.08 - CONTRACTOR'S CLAIM FOR DAMAGES (cont.)

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 Engineer an itemized statement of the details and amount of such damage and upon request shall give the Engineer 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.

106.09 - PUBLIC UTILITIES AND PUBLIC PROPERTY TO BE CHANGED

In case it is necessary to change or move the property of any owner of a public utility, such owner will, upon proper application by the Contractor, be notified by the Engineer to change or move such property within a

specified time, and the Contractor shall not interfere with such property until ordered to do so by the Engineer. The right is reserved to the owner of public utilities to enter upon the limits of the Contract for the purpose of making such repairs or changes of their property that may be necessary by performance of the Contract.

The City shall have the privilege of entering upon the limits of the Contract for the purpose of repairing or relaying sewer and water lines and appurtenances, repairing culverts or storm drains, and for making other repairs, changes or extensions to any City property.

106.10 - ARRANGEMENT AND CHARGE FOR WATER FURNISHED BY THE CITY

If the Contractor desires to use City water, they can do so at no charge, but they shall make complete and satisfactory arrangements with the Maintenance and Construction Division for so doing. Meters will be used and the Contractor shall deposit the cost (which is refundable upon the return of the meter in satisfactory condition) of the water meter with the City Controller and will pay for all repairs and maintenance of the meter for the period they have the meter in use or in their possession. At no time may the contractor utilize water from private property without written permission from the affected property owner.

106.11 - 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 Engineer.

106.12 - USE OF A SECTION OR PORTION OF THE WORK

Whenever in the opinion of the Engineer any portion of the work or any structure is in suitable condition, it may be put into use by the written order of the Engineer and such usage shall not be held to be in any way an acceptance of said work or structure or any part thereof or as a waiver of any of the provisions of these Specifications or Contract. Pending final completion and acceptance of the work, all necessary repairs and renewals on any section of the work so put into use, due to defective material or workmanship, to natural causes other than ordinary wear and tear or to the operations of the Contractor shall be performed by and at the expense of the Contractor.

106.13 - CONTRACTOR'S RESPONSIBILITY FOR THE WORK

Until written acceptance by the Engineer as provided for in these specifications, the work shall be under the charge and care of the Contractor and he 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 non-execution of the work. The Contractor shall rebuild, repair, restore, and make good, at their own expense, all injuries or damage to any portion of the work occasioned by any of the above causes before acceptance.

106.14 - 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 Engineer 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.

106.15 - WAIVER OF LEGAL RIGHTS

Inspection by the Engineer or by any of their duly authorized representatives, any order, measurement, or certificate by the Engineer, 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 or errors or make good any deficiency in the work resulting from such error or deficiency, dishonesty or collusion discovered in the work after the final payment has been made.

106.16 - CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this Contract until he has 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.

106.17 - COMPENSATION AND DEATH LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this Contract, Workmen'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 one hundred thousand ($l00,000) 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 Workmen'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 this 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 their employees not otherwise protected.

106.18 - PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

a. Contractor's Insurance. The Contractor and/or Subcontractor shall maintain during the

life of this contract such Public Liability and Property Damage Insurance as will protect

them from claims for damages for bodily injury, including accidental death, as well as from claims from property damages which may arise from operations under this contract whether such operations be by themselves or by their subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

l. Bodily Injury Liability in the amount of not less than $l,000,000.00 for injuries including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than $1,000,000.00 for one accident.

2. Property Damage Liability. Limits shall be carried in the amounts of not less than $l00,000.00 for any one accident and an aggregate limit of $300,000.00.

b. Owner's Insurance. Contractor shall provide Owner's Protective Liability Insurance with this City as the name insured, and the architects/engineers as additional insured, to protect the City and architects/engineers against claims arising out of operations of Contractors and other independent Contractors, as well as omissions of supervisory acts of the City and architects/engineers in connection with the performance of the contract covered by these specifications in the following minimum amounts:

l. Bodily Injury Liability in the amount of not less than $1,000,000 for injuries including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than $1,000,000 for one accident.

2. Property Damage Liability. Limits shall be carried in the amounts of not less than $l00,000.00 for any one accident and an aggregate limit of $300,000.00.

c. Comprehensive Automotive Liability. This insurance shall cover owner, hired and other non-owned automobiles and shall protect the contractor from claims for bodily injury or property damage which may arise from the use of motor vehicles engaged in various operations under this contract. The automobile insurance shall provide minimum limits of liability for bodily injury of $1,000,000.00 for each person and $1,000,000.00 each occurrence and $500,000.00 of property damage each occurrence.

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

e. Before awarding a contract the City will be furnished a binder or certificate of insurance showing the coverage to be in effect.

l06.19 - COMPREHENSIVE GENERAL LIABILITY INSURANCE

The Contractor shall procure and maintain during the Life of this Project Comprehensive General Liability Insurance to protect from claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees including claims insured by personal injury during liability coverage and from claims for injury or destruction of tangible property including loss of use resulting there from any and all of which may arise out of or as a result from the Contractor's operations under the Contract whether such operations be by themselves or by any Sub-Contractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable Such insurance shall include coverage for:

A. Operation and Premises
B. Independent Contractor Protective Liability
C. Contractual Liability
D. Explosion, Collapse, or Underground Damage

The limits of Liability for property damage including accidental death shall be $1,000,000.00 per occurrence and a total limit of $1,000,000.00 for all completed Operations - Products bodily injury claims during a single policy year. The limits of liability for property damage shall be $1,000,000.00 per occurrence and $1,000,000.00 aggregate limit individually each for operations, Independent Contractor Protective, and Contractual for each project, and $1,000,000.00 aggregate limit for Completed Operation - Product damage during a single policy year.

106.20 - PROOF AND CARRIAGE OF INSURANCE

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

106.21 - 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 he has knowledge or information the releases and receipts include all labor and material for which a lien would be filed; but the Contractor may, if any sub-contractor 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 Moines that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fees.

106.22 - TRANSPORTATION TAX

Under 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 per centum (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.

106.22 - TRANSPORTATION TAX (continued)

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 material 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 entering into this Contract consigned to the City in care of themselves, thereby enabling them 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.

l06.23 - CONSTRUCTION AND MAINTENANCE SIGNING

Signing shall be in accordance with Part VI - Traffic Controls for Street and Highway Construction and Maintenance Operations of the current Manual On Uniform Traffic Control Devices (MUTCD). All proposed signing shall be designed by the contractor on paper. The design shall be reviewed and approved by the City of Norman's Traffic Engineer before installation of said signing. The Contractor shall, at their own expense, provide and maintain the appropriate traffic control device.

The contractor must have a certified Work-zone Traffic Technician (WTT) responsible for the installation and maintenance of all traffic control devices required by latest revision of the (MUTCD) for the protection of traffic in and around the construction work sites. The WTT may be an employee of the contractor or the contractor may hire an outside firm to perform this service.

The WTT must be certified by a recognized public agency such as the Oklahoma Department of Transportation, OSU Technical Institute, American Traffic Safety Services Association, etc. Proof of training shall be provided prior to start of construction.

On projects where the roadway is closed to traffic, Type III barricades shall be erected at the points of closure. For overnight closures, Type A Flashing Warning Lights shall be mounted on the barricades. For closures to all traffic except the Contractor's equipment, "ROAD CLOSED" signs shall be mounted on the barricades at the points of closure. For Closures to all traffic except local traffic, "ROAD CLOSED TO THRU TRAFFIC" signs shall be mounted on the barricades at the points of closure. In advance of all points of closure, "ROAD CLOSED 500 FT." sign shall be installed.

Sandbags shall be used for ballasting portable signs and barricades. Sandbags shall be placed on the lower parts of the frame. Application and number of sandbags shall be sufficient to withstand the force of wind gusts on the traffic control device.

The Contractor shall provide the Traffic Division of the City with 72 hours' notice prior to the closure of any roadway.

l06.23 - CONSTRUCTION AND MAINTENANCE SIGNING (continued)

The Contractor shall either furnish watchmen at the point of closure to protect any freshly installed pavement or install impenetrable barriers at the points of closures. The Contractor will be held responsible for all damage

to the work due to failure of barricades, signs, lights, and watchmen to protect it, and whenever evidence of such damage is found prior to acceptance, the City may order the damaged portion immediately removed and replaced by the Contractor at their expense, if, in the opinion of the Superintendent such action is justified. The Contractor's responsibility for the maintenance of barricades, sign, and lights and for providing watchmen shall not cease until the project shall have been accepted by the City.

Where traffic control signs, devices, flagmen, etc, are required by law in conjunction with this work through other utility, railroad, or Governmental Agencies, all necessary traffic control shall be provided by and at the expense of the contractor to the extent as affected by this project.

Sidewalks that are to be closed shall have Type II barricades erected at both ends of closed sections. The barricades shall be at the point of access of the section to be closed.

106.24 - PROTECTION AND RESTORATION OF PRIVATE 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 or their property, along or adjacent to the work. He shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to their non-execution of the work or at any time due to defective work or materials, and said responsibility shall not be released until the work shall have been completed and accepted. When and where any direct or indirect damage or injury is done to public or private property on account of any act, omission, neglect, or misconduct in the execution of the work or in consequence of the non-execution thereof, on the part of the Contractor, they shall restore at their expense, such property to a 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 City 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 their Contract.

Contractor shall not disturb or trespass on private property without written permission, which has been notarized, from all property owners. For example, if a husband and wife both own a home, then both are required to sign the letter of permission or easement for the agreement to be valid and acceptable to the City of Norman. Said written document shall be approved by the Engineer prior to the Contractor entering the property.

l06.25 - PROTECTION AND PRESERVATION OF LAND MONUMENTS AND PROPERTY

The Contractor shall protect carefully from disturbances or damage all land monuments and iron pins or other markers which establish property or street lines, provided that where such monuments or markers must, of necessity, be disturbed or removed in the performance of the Contract. The Contractor shall first give ample notice to the City, so that they may witness or reference in such monuments or markers. Should the Contractor disturb, remove or damage any established land monument or property or street line mark without first giving the City ample notice, the City may deduct the cost of re-establishing such monument or marks from any monies due or to become due the Contractor.

SECTION 107
PROSECUTION AND PROGRESS

107.01 - 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 any part of the work to be done under this Contract, they will not, under any circumstance, be relieved of their responsibility and obligations. The Contractor shall not subcontract more than 40% after excluding the cost of all materials without written permission of the City of Norman. Failure to comply with this provision will constitute breach of Contract and the City shall take appropriate action to dismiss the Contractor, and Contractor will have no claims (such as lost profit, etc.) due to their breach of this provision. All transactions of the Engineer shall be with the Contractor. Subcontractors shall be considered only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competency.

107.02 - 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 Engineer 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.

107.03 - 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 the minimum 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 Engineer. Should the prosecution of the work for any reason be discontinued by the Contractor, they shall notify the Engineer at least twenty-four (24) hours in advance of resuming operations. Each work order shall be completed prior to beginning another work order at a separate location unless approved by the Engineer.

107.04 - LIMITATIONS OF OPERATIONS

The Contractor shall conduct their work so as to create a minimum amount of inconvenience to the public. At any time when in the judgment of the Engineer the Contractor has obstructed or closed or is carrying on operations on a greater portion of the street or public way than is necessary for the proper execution of the work, the Engineer may require the Contractor to finish the sections on which work is in progress before work is started on any additional section.

107.05 - CHARACTER OF WORKMEN AND EQUIPMENT

The Contractor shall employ such superintendents, foremen, and workmen as are careful and competent and the Engineer 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

or their duties or neglect or refuse to comply with the directions of the Engineer, and such person or persons shall not be employed again thereon without the written consent of the Engineer. Should the Contractor continue to employ or again employ such person or persons without the written consent of the Engineer, then the Engineer may withhold all estimates, which are, or may become due or may suspend the work until the compliance of such orders.

All workmen shall have sufficient skill and experience to properly perform the work assigned them. All workmen engaged on 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 Engineer 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, minimum damage to the existing work zone 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 Engineer and shall be maintained in a satisfactory working condition. Equipment on any portion of the work shall be such that no injury or adjacent property will result from its use.

107.06 - 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, Saturdays, Sundays, or regular holidays unless a special order or permit is given by the Engineer 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.

107.07 - 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.

107.08 - 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 Engineer 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 Engineer 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, unusual adverse weather conditions above normal for the contract period, and any suspensions ordered by the Engineer 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.

107.09 - 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 $5,000.00	$ 60.00
$5,000.00 and less than $15,000.00	80.00
$15,000.00 and less than $25,000.00	100.00
$25,000.00 and less than $50,000.00	120.00
$50,000.00 and less than $100,000.00	160.00
$100,000.00 and less than $1,000,000.00	240.00
More than $1,000,000.00	500.00

The sum of money thus deducted for such delay, failure or non-completion 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.

107.10 - TEMPORARY SUSPENSIONS

The Engineer shall have the authority to suspend the work wholly or in part for such period or periods, as they may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the suitable prosecution of the work.

If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such a manner that they will not obstruct or impede the traveling public unnecessarily nor become damaged in any way, and he shall take every precaution to prevent damage or deterioration of the work performed, and shall provide suitable drainage about the work and erect temporary structures where necessary.

The Contractor shall not suspend work without written authority from the Engineer and shall proceed with the work promptly when notified by the Engineer to resume operations.

107.11 - SUSPENSION OF WORK AND ANNULMENT OF CONTRACT

The work of any portion of the work under Contract shall be suspended, immediately on written order of the Engineer or 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 Engineer, 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 Engineer.

(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 Engineer, 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 two (2) weeks after the written notice to discontinue work has been served upon the Contractor and upon the Surety or its authorized agent.

107.11 - SUSPENSION OF WORK AND ANNULMENT OF CONTRACT (continued)

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 their 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 wise to hinder or interfere with the performance of workmen employed as above provided by the City.

107.l2 - TERMINATION OF CONTRACT

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

SECTION 108
MEASUREMENT AND PAYMENT

108.0l - MEASUREMENT OF QUANTITIES

The determination of quantities of work acceptably completed under the terms of the Contract or as directed by the Engineer, in writing, will be made by the Engineer, based on measurements taken by them or their assistants. The measurements will be taken according to the United States Standards Measurements. When materials are measured in the vehicle, the measurement will be taken at the point of delivery. When required by the Engineer, 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 Engineer.

108.02 - APPLICATION FOR PROGRESS PAYMENT

At least twenty days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. Application must be submitted on the form provided herein. Payment may be delayed or not processed without use of the proper application form. Non-standard forms not provided by the City may be rejected at OWNER'S discretion. It shall be the CONTRACTOR'S responsibility to make copies for their use from the form provided herein. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated herein.

CONTRACTOR'S Warranty of Title:

CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all liens.

Review of Applications for Progress Payment:

ENGINEER will, within ten (l0) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR'S may make the necessary corrections and resubmit the Application for payment at a later date.

Progress Payment Requests shall be accompanied by a work sheet by location detailing quantities by line item. This work sheet shall be approved by the inspector prior to the submission of a progress payment request.

108.03 - 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; for all loss of damage arising out of the nature of the work or from the action of the elements; for any unforeseen defects or obstruction which may arise or be encountered during the prosecution of the work and before its final acceptance by the Engineer; for all risks of every description connected with the prosecution

of the work; for all expenses incurred by or in consequence of suspension or discontinuance of such prosecution of the work as herein specified; for any infringement of patents, trademarks, or copyrights 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 their expense any defects or imperfections in the construction or in the strength or quality of the materials used in or about the constructions 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 Engineer 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.

108.04 - PAYMENT FOR EXTRA WORK

The extra work done by the Contractor as authorized and approved by the Engineer 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 agreed on in writing by the Engineer 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 Engineer 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 supervisions of such extra work plus fifteen (l5%) percent, which fifteen (l5%) percent is hereby understood and agreed to include all overhead expense and profits, when agreed upon in writing by the Engineer 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 (l0) day of the month succeeding that in which any extra work shall have been performed, file with the Engineer their claim and an account giving the itemized cost of such work and shall give the Engineer access to all accounts, bills, and vouchers relating thereto.

108.05 - PARTIAL ESTIMATES

Between the 25th day and last day of each month, the Engineer 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 ($l00) Dollars in amount, less retainage of such estimated sum, will be paid if approved.

108.06 - 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 not be included in a subsequent estimate until the defects have been remedied or the cause for doubt removed.

108.07 - ACCEPTANCE AND FINAL PAYMENT

Upon completion of any Contract and before final acceptance, a final inspection must be made by the Engineer 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.

DIVISION II

SPECIAL PROVISIONS
SECTION 202

202.0 l. SPECIAL PROVISIONS

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

(a) These Special Provisions are supplemented to the General Provisions and shall be considered as a part of the specifications and Contract. In case of conflict between stipulations of the Special Provisions and the General Provisions, the Special Provisions shall take precedence and govern. Interpretation of the specifications shall be made by the Engineer.

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

202.02. CORRECTION OF WORK AFTER FINAL PAYMENT

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

202.03 PROTECTION OF EXISTING STRUCTURES

The CONTRACTOR shall provide all necessary sheeting, shoring and other bracing and supports to protect improvements adjacent to the construction. This work shall be incidental and shall not be paid for separately, but shall be included in the unit price for other items.

202.04 PRE-CONSTRUCTION CONFERENCE

Within ten (l0) days after the Effective Date of Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to discuss the CONTRACTOR'S schedule, procedures for handling Shop drawings and other submittals and for processing Applications for Payment and to establish a working understanding among the parties as to the Work.

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

202.05 TAX STATUS

Upon selection of a CONTRACTOR for this project, the City of Norman will issue a sales tax exempt status to the CONTRACTOR for the purchase of project materials.

This exemption will cover only materials used for this project and in no way affects the payroll or employment tax status of the CONTRACTOR.

202.06 PROTECTION OF EXISTING PAVEMENT

The Contractor shall use all caution and care during construction to preserve the existing pavement. Any damages to the existing pavement must be repaired by the Contractor at no cost of the City. Any work or materials necessary to protect the existing pavement shall be incidental and shall not be paid for separately, but shall be included in the unit prices for other items.

202.07 UNAUTHORIZED REMOVAL OF PAVEMENT

Pavement removal beyond the limits specified by the specifications without the approval of the City shall not be classified as, or included in, the pay quantities. Pavement removed in excess of that specified, by the specifications, without approval of the City, shall be replaced by the Contractor at no expense to the City.

202.08 MISCELLANEOUS

a) Cost of removal and replacement of mail boxes shall be included in the cost of other items.

b) All base or pavement failures that occur as a result of extended exposure to inclement weather shall be repaired at the Contractors' expense.

c) The Contractor shall agree with the City inspector at the end of each working day on all removal items and construction items not measurable after construction is complete.

d) All materials used on this project shall be approved by the Engineer in writing.

e) All salvaged materials, other than asphalt millings, shall become the property of the contractor and shall be disposed of by them.

202.09 – MATERIAL SPECIFICATIONS

a. Concrete - All concrete shall conform to the O.D.O.T. Standards (2019). All concrete shall be as noted on the plans.

b. Compacted Fill Material - Fill shall conform to Sections 300 and 704 of the O.D.O.T. Standards (2019).

202.l0 TESTING

a) All costs of tests on materials which meet specification requirements shall be at the expense of the City.

b) All costs of failing tests shall be at the expense of the contractor.

c) All tests will be in accordance with the appropriate specifications.

202.11 UNDERGROUND UTILITIES

Contractor shall call OKIE at 840-5032 prior to any excavation. It is the contractor's responsibility to locate and preserve all utilities. The contractor is responsible for contacting all utility companies prior to construction. The City of Norman shall not be responsible for or pay for any damage caused by the contractor to any utility above or below ground.

202.12 EXCAVATION AND AGGREGTAE BASED MATERIAL FOR UNDERCUT

Description

Provides for removal of soft, spongy material beginning eight inches (8") below the surface of the existing pavement and extending downward to firm earth.

The contractor shall not begin the fill operation until the volume of fill, in cubic yards, has been calculated from measurements made by the Engineer and agreed upon by the contractor. The Engineer or their representative shall authorize all undercutting.

The fill material listed below shall be used to replace excavated material (undercut). The fill replacement material is not to be used as an alternate for sub-base preparation.

Specifically, the type of fill material to be considered for this item is one of the following:

1. Aggregate Base – Type A (ODOT).
2. 3" Surge rock.
3. Pulverized and/or crushed asphalt concrete.

The Engineer shall approve the specific material to be used.

Construction

The fill material shall be placed in lifts not to exceed six inches (6") and compacted to ninety-five (95%) percent Standard Proctor Density and shall be placed immediately below the binder material; i.e., Type "A" Asphalt or as specified by the typical paving section shown on the plans.

Basis of Payment

This item shall be measured by the cubic yard and will be paid for at the approved contract unit price bid and shall be full compensation for excavation and all fill materials, equipment, tools, labor, hauling and incidentals necessary to complete this item of work as specified.

Payment will be by the cubic yard which shall include the cost of both excavation and fill material. The Contractor and City inspector shall agree each day on the depth and area of the undercut.

202.13 COMPACTED SUBGRADE

All subgrade shall be proof rolled to detect soft spots. The City's construction inspector shall witness and approve the proof rolling before any further construction. The subgrade shall be compacted to 95% standard proctor density.

202.14 SOLID SLAB SODDING

Sodding will consist of furnishing and planting Native Bermuda grass in disturbed areas as directed by the Engineer or their representative. Areas damaged by the contractor outside the approved work area shall be repaired and/or re-sodded at the contractor's expense.

Sod shall consist of live and growing Bermuda grass secured from sources where the soil is fertile. Sod to be placed during the dormant stage shall be inspected by Engineer to verify that the grass is alive and acceptable. Bermuda grass sod shall have a healthy, virile root system of dense, thickly matted roots throughout, 2" minimum thickness of native soil attached to the roots.

The sod shall be free form obnoxious weeds or other grasses and shall not contain any matter deleterious to its growth. Care should be taken at all times to retain native soil on the roots. The sod should be kept moist from the time it is excavated until it is planted and shall be planted within three (3) days after its excavated.

After the areas designated for sod have been completed to the lines, grades, and cross-sections shown on the plans and all debris, trash, rocks, concrete spoils, etc. have been removed, the sod shall be placed so the entire designated area will be covered. The Contractor shall assure themselves that the area designated for sod is compacted before sod is placed. Any voids left in the block sodding shall be filed with additional sod and tamped. The entire area shall be rolled land tamped to form a thoroughly compact solid mass. Sod on slopes shall be pegged or tied down with erosion matting as directed by the Engineer.

If an area that has been sodded settles less than 3", the contractor shall fill in the low area to original grade area with top soil and compact. If the area settles more than 3", the contractor shall remove the existing sod, fill in the low area with top soil and compact and relay the sod. If some of the sod is destroyed, new sod shall be supplied by the contractor at no extra cost. The contractor shall be responsible for remediating any settlement for a period of one (1) year after final acceptance.

The sodded areas shall be thoroughly watered immediately after planting and shall be subsequently watered at such times in a manner and quantity directed by the City. This shall be continued until final acceptance of the project.

During the winter months, when it is too cold to lay sod, the disturbed areas shall be planted with a temporary vegetative cover to prevent soil erosion per Section 2104.3.c. The Engineer shall determine when it is too cold to lay sod. The cost for said temporary vegetative cover shall be incidental and shall be included in the unit price for the sod.

Block sodding will be measured from payment in square yards of sodded area as completed in accordance with the plans land specifications noted above. The contract unit price per square yard shall include furnishing and placing sod, for all rolling and tamping, for all watering, for disposal of excess materials and for all incidentals related to the work.

The contractor shall receive payment for the sod only after final acceptance by the City. The sod must have at least 90% coverage of healthy, growing, established sod to be acceptable to the City. The sod contractor shall warranty the sod for a period of one (1) year from the date of final acceptance.

DIVISION III

DETAILS OF CONSTRUCTION
SECTION 301

301.0l. GENERAL

These specifications include the furnishing of all materials, labor, and equipment for this project. The contractor shall construct this project per plans and these specifications. The contractor shall construct this per the plans and these specifications.

The owner shall provide to the contractor door hangers which shall be distributed by the contractor to each and every house, business and/or occupied structure located on the street where the construction shall occur, at least 24 hours in advance of the construction.

The contractor shall also provide an accurate work schedule to the Engineer or designated representative four (4) days prior to the start of work. The schedule shall accurately describe the sidewalk or sections of a street that will be under construction and what day or days this construction will occur.

301.02 – SCOPE

The location of this project will be all urbanized areas of residential Norman. See location maps for specific project areas or sites.

301.03 – APPLICABLE SPECIFICATION

The Standard Specifications for Highway Construction (SSHC), Oklahoma Department of Transportation, latest Edition and the City of Norman's "Engineering Design Criteria" and "Standard Specifications and Construction "Drawings" latest edition.

301.04 ADDITIONAL INSTRUCTIONS

SIDEWALK DESIGN:

1. All sidewalk layouts and designs for the central business district and other commercial and Industrial areas shall be furnished by the City Engineer's office. Sidewalk widths shall be a minimum of 4 feet wide on local and collector streets and a minimum of 5 feet wide on arterial streets. When a sidewalk is constructed adjacent to the street curb and gutter, it shall be constructed l foot wider than the minimum.

2. Sidewalks shall be required on both sides of local, collector, and arterial streets.

3. All sidewalks shall consist of concrete (ODOT Class A, 6 sack, 3000 psi, water/cement ratio of 0.48, 1" to 3" slump). Sidewalks shall include pedestrian bridges across creeks and streams where applicable.

4. The finished thickness of Portland cement concrete sidewalks shall not be less than four (4) inches and the width shall be not less than four (4 feet). Sidewalks across driveways and ramps adjacent to arterials streets shall be a minimum of six inches (6 inches) thick and not less than five (5) feet wide.

5. Immediately after finishing operations, curing shall be accomplished by either wetted earth, cotton mats, wet burlap bags, white membrane curing compounds, or other methods accepted by the City Engineer.

6. In general, sidewalks shall be constructed within the dedicated right-of-way at a distance no less than one foot from the abutting property lines, and except at intersections or as reviewed by the City, shall be no less than (3 feet) from the outside curb line of the street pavements.

7. Sidewalks must provide access for the safe and convenient movement across curbs of physically disabled persons, including those persons in wheelchairs. Wheelchair ramps shall be constructed in accordance with the City's *Standard Specifications and Construction Drawings* and the Americans with Disabilities Act (ADA).

8. To accommodate wheelchair access, 5' sidewalk widths shall be provided every 200' in accordance with ADA requirements. Driveways may be utilized as appropriate, provided that the cross-slope of the driveway on each side of the sidewalk does not exceed 2%.

9. Transverse crack control joints shall be placed at intervals not to exceeds (5 feet). Joints shall be tooled or sawed to a depth of (1 inch).

10. Expansion joints shall be placed at curbs, driveways, or abutting structures.

11. Where sidewalks intersect drainage flumes, the sidewalks shall span the flume if the flume is the principal drainage between the lots and the sidewalks may slope into the flume if the flume is constructed to act as an overflow.

12. Detectable warnings shall be required on the end of curb ramps at controlled intersections or as directed by the engineer or his designee and shall consist of raised truncated domes with a diameter of nominal (0.9 in) 23 mm, a height of nominal (0.2 in) 5mm and a center-to- center spacing of nominal (2.35 in) 60 mm, shall be the full width of the ramp walking surface, (24 in) 600 mm length from the end of ramp and shall contrast visually with adjoining surfaces, either light-on-dark, or dark-on-light. The material used to provide contrast should contrast by at least 70%. Contrast in percent is determined by:

Contrast = [(B1 - B2)/B1] x 100

where B1 = light reflectance value (LRV) of the lighter area and B2 = light reflectance value (LRV) of the darker area. Note that in any application both white and black are never absolute; thus, B1 never equals 100 and B2 is always greater than zero. The City Engineer shall approve the detectable warning material and method of installation.

CONSTRUCTION:

A. Sidewalk Base Preparation:

1. When constructing sidewalks the concrete shall be laid on a firm, smooth surface at an average depth below finish grade equal to the thickness of the sidewalk.

2. All soft and yielding or other unsuitable materials shall be removed and replaced with suitable material before construction of the sidewalk.

3. The sidewalk shall be constructed on 2" of compacted sand, aggregate base or recycled base. If an area consists of native sand, then no additional sand will be required.

4. All sidewalks shall consist of concrete (ODOT Class A, 6 sack, 3000 psi, water/cement ratio of 0.48, 1" to 3" slump).

5. There shall be an initial inspection of forms and a final inspection upon completion.

B. Finish and Joints:

1. Sidewalks shall have a non-slip broomed surface.

2. Expansion joints shall be placed at all intersections with curbs.

3. Transverse cracking joints shall normally be tooled or sawed into the finished sidewalk to a depth of (1 inch). The joints shall be at right angles (90°) to the alignment of the sidewalk. Joints not constructed at right angles shall be rejected.

4. Transverse cracking joints shall be placed at intervals not to exceed 5 feet.

5. The cross slope shall be 2% or less at all locations.

6. Edge all outside edges of walk and all joints with (0.25 inch) radius edging tools.

7. Form construction joints around all abutting structures and appurtenances such as manhole, utility poles, hatches and fire hydrants. Install (0.5 inch) thick pre-molded expansion joint filler in construction joints. Expansion joint material shall extend for the full depth of the walk.

8. When connecting a new sidewalk to an existing (4 inch) sidewalk, excavate an additional (2 inches) below the existing sidewalk and place a (5 inch) thickened edge.

9. At the beginning and the end of the days pour and at a construction joint, a (6 inch) thickened edge is required with either (2) #3 x (12 inch) rebar or a (2 inch) x (2 inch) keyway.

10. Sidewalk and driveways are to be backfilled and compacted immediately after forms are removed.

11. Curing Concrete: Exposed surfaces of concrete shall be protected by accepted methods from premature drying for a period of at least seven (7) days. The contractor shall protect all paced concrete from freezing for a period of 5 days. Curing compounds, when accepted by the Engineer, shall be applied according to the manufacturer's recommendations and shall not be used on any surface against which additional concrete is to be bonded, nor on surfaces which will be painted. In dry, hot weather, forms shall be removed as early as practicable and curing started immediately. The Engineer may require the frequent wetting of the concrete and the use of means to protect it from the direct rays of the sun.

12. Expansion joints shall be placed at curbs, driveways, or abutting structures. All expansion joints shall be constructed with a (6 inch) thickened edge and (3/8 inch) diameter smooth dowels at (24 inch) spacing as shown on drawing Standard No. ST-14. Expansion joints shall be required at intervals of (50 feet).

13. Upon completion of the work and before the final inspection, the site shall be clean of any work surplus, discarded material, temporary structures, and debris of any kind.

CURB AND GUTTER:

1. General:

(a) Curb and gutter may be placed separate of the pavement.
(b) Concrete shall be cured with white curing compound.

2. Transverse Joints:

(a) Transverse sawed contraction joints shall be placed at intervals equaling the spacing used for the street.
(b) Transverse construction joints on curb and gutter shall match the type of joint required for the type of street being constructed.

3. Expansion Joints:

(a) Expansion joints shall be placed at all street intersection radius and at the the last joint before a cul-de-sac.
(b) Expansion joints shall have a tie-bar when the street being constructed requires a tie-bar or keyway for a construction joint.

2. Joint Sealing:

The joints in the gutter up to (1 inch) above the flow line will be sealed with rubberized asphalt sealer conforming to ASTM D-3405. Vertical face of curb joints shall be cleaned and sealed with silicone conforming to ODOT 701.08 (e) or polyurethane sealant conforming to ASTM C-920, Type M, Grade NS, Class 25, use T.M.

SECTION 305

CONCRETE PAVEMENT REPAIR

305.01 – GENERAL

Work shall consist of furnishing of all materials, labor and equipment required to repair the concrete pavement listed.

305.02 – CONSTRUCTION METHODS

A. Removal of paving, driveways, curbs, etc.

1. General. In removal of any paving, sidewalks, driveways, curbs, gutters, etc., care shall be taken to leave a straight, smooth edge, perpendicular to the surface of the portion left in place, at the location given by the Engineer. Any breakage outside the lines given by the Engineer shall be replaced by the Contractor at their expense.

2. All concrete pavement removed from the work site shall be disposed of by the contractor. This cost shall be included in the bid item for concrete pavement repair.

B. Concrete Pavement Repairs

1. Subgrade Compaction. The repair and replacement of base failures in pavement by the use of Portland cement concrete shall be accomplished by removing the slab over and around the area of the failure as directed by the Engineer, or indicated by the plan.

   When soft or spongy foundation material is encountered it shall be removed to a depth indicated by the Engineer, and replaced with the material described in Section 202.14 and 202.15. The backfill material shall be moistened and compacted in lifts not to exceed six (6) inches to a density of 95% Standard Proctor.

   When the subgrade repair is of sufficient area to justify the use of a roller, in the opinion of the Engineer, the subgrade shall be rolled with an approved type power roller weighing, not less than three (3) and more than five (5) tons. Areas inaccessible to the roller shall be tamped with a mechanical tamper approved by the Engineer.

   If the existing subgrade material is not soft or spongy and can be compacted, the Contractor shall compact the subgrade with a power roller or mechanical tamper as mentioned above. The existing subgrade shall be compacted to 95% SPD. There is no separate pay item for compaction of subgrade. This cost shall be included in other related items.

2. The Concrete Pavement Repairs construction shall meet the requirements of Section 414 of the Oklahoma Department of Transportation (ODOT) Standards 2019 and any other applicable section.

3. Miscellaneous Requirements

   a) The backfill material behind the curb shall be compacted to 90% SPD.

   The finished grade behind the curb shall be smooth and sloped properly to drain. The area behind the curb shall be left in as good or better condition than it was found. No seeding will be required. All rocks and other debris shall be removed from the site and properly disposed of as directed by the Engineer.

   b) Traffic can be allowed on the pavement only after the compressive strength reaches 3000 psi.

c) The Contractor shall verify that all concrete will drain properly before the concrete is placed. The Contractor shall take their own elevation shots to verify the grades. If possible a minimum grade of 0.4% is required. The Contractor shall notify the Engineer of any Concrete Maintenance Repair that will not drain properly before concrete is placed. The Contractor shall notify the Engineer of any Concrete Maintenance Repair that will not drain properly before concrete is placed. The Contractor shall be required to flood each pavement repair location with water to identify all "bird baths". A "bird bath" deeper than l/4 shall not be accepted and shall be corrected by milling or reconstruction.

d) The project inspector shall inspect all work before the concrete is ordered. The project inspector shall have at least 2 hours notice for said inspection. If inspection is approved, then the concrete can be ordered at that time.

e) There shall be no pay item for required contraction or expansion joints. This cost shall be included in other related pay items.

f) There shall be no pay item for required minor excavation. For example, if 6" concrete is removed and the required concrete maintenance repair is 8", then the 2" of required minor excavation shall not be paid for directly. The cost of this excavation shall be included in a related pay item.

g) --- Not Applicable

h) All contraction joints shall be sealed per attached specifications. There shall be no pay item for the required joint sealing. This cost shall be included in the pay item for concrete pavement repair.
The Contractor shall not be allowed to remove the existing concrete pavement and expose the subgrade when the National Weather Service states there is a 70%, or greater, chance of rain that could occur.

i) --- Not Applicable.

305.03 MATERIAL

The mix design for the Standard Concrete Payment Repair shall be approved in writing by the Engineer before any concrete is placed.

305.04 METHOD OF MEASUREMENT

Concrete pavement Repair shall be measured by the square yard (S.Y.)

305.05 METHOD OF PAYMENT

Accepted Concrete Pavement Repair shall be paid for at the contract unit price for said Concrete Pavement Repair per S.Y. which shall be full compensation for furnishing all materials, equipment, labor, and incidentals to complete the work as specified.

BID AFFIDAVITS

BID 2526-54 FYE 2027 SIDEWALK CONCRETE PROJECTS

Name and Address of Bidder: _____

_____

Contact Person:_____Telephone No. _____

The following affidavits are to accompany the bid:

A. Non-Collusion Affidavit

1. For purposes of competitive bids, I certify:

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

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

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

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

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

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

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

_____
(Bidder Company Name)

By:_____
Name:_____
Title:_____

Subscribed and sworn to before me this_____day of_____, 20_.

_____
Notary Public

My Commission Expires: _____
(SEAL)

B. Business Relationships Affidavit

STATE OF _____)
) ss:
COUNTY OF _____)

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

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

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

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

Subscribed and sworn to before me this_____day of_____, 20___.

_____
Notary Public

My Commission Expires:

_____

CERTIFICATE OF NONDISCRIMINATION

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

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

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

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

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

_____
Contractor

ATTEST:

_____
Name and Title

"FALSE INFORMATION AFFIDAVIT"

STATE OF_____)
) ss:
COUNTY OF_____)

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

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

_____
Contractor

Subscribed and sworn to before me this_____day of_____, 20____.

_____
Notary Public

My Commission Expires:

_____

C O N T R A C T

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

W I T N E S S E T H

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

BID 2526-54 FYE 2027 SIDEWALK CONCRETE PROJECTS

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

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

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

(WRITTEN) (DOLLARS);

(NUMERALS) ($) .

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

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

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

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

On completion of the work, but prior to the acceptance thereof by the CITY, it shall be the duty of the project engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations, said official shall make their 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 estimate to the CONTRACTOR; thereupon, the final estimate (including retainages) will be approved and paid.

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

FYE 2027 Sidewalk Concrete Projects

a. 263 Calendar Days for all projects except Citywide Sidewalk Reconstruction Project
    1. 263 Calendar Days does not include weather days
        i) Weather days to be determined by the City Engineer
b. Citywide Sidewalk Reconstruction Project is an on-call service project
    1. Project will expire when bid amount is fully depleted or April 30, 2027

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

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

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

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

5) The amount of retainage with respect to progress payments will be 5%.

6) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the CITY; and that in the event any additional are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to

any compensation therefore whatsoever.

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

8) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind, and all work and materials shall be subject to rejection by the CITY through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefore by the CITY.

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

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

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

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

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

STATE OF Oklahoma)
) ss:
COUNTY OF)

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

_____
Contractor

Subscribed and sworn to before me this_____day of_____, 20___.

_____
Notary Public

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the_____day of_____20____, and the_____day of _____,_20___.

(Corporate Seal) (where applicable)

Principal

ATTEST:
Authorized Representative

_____
Corporate Secretary (where applicable)

Signed:_____

Title:_____

Address _____

Telephone:_____

CITY OF NORMAN:

Approved as to form and legality this_____day of_____20_____.

_____
City Attorney

Approved by the Council of the City of Norman, this_____day of_____, 20___.

ATTEST:

_____ _____
City Clerk Mayor

CONTRACT AFFIDAVIT

STATE OF _____)
) ss:
COUNTY OF _____)

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

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

_____
Contractor

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

_____
Notary Public

My Commission Expires:

_____

CITY OF NORMAN

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

Know all men by these presents that_____, as Principal, and_____, a corporation organized under the laws of the State of_____, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of DOLLARS ($), such sum being equal to the contract price and being in force for a period of one year from the date of the acceptance of the below described improvements by the City Council, and thereafter for the sum of DOLLARS($), such sum being not less than fifteen percent (15%) of the total contract price of said improvements for a period of one year thereafter, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

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

BID 2526-54 FYE 2027 SIDEWALK CONCRETE PROJECTS

has entered into a written CONTRACT (K-2627-2) with the CITY OF NORMAN, dated this_____ day of_____, 20 for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by references as if fully set forth; and,

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

NOW, THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the CITY or expense to the CITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of one (1) year from the date of the written final acceptance by the CITY, then this obligation shall be null and void. The amount of the Maintenance Bond shall be 100 % of the contract amount. Otherwise, this obligation shall remain in full force and effect at all times.

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

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

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

(Corporate Seal) (where applicable)

ATTEST:

_____

Corporate Secretary (where applicable)

Principal
Signed:_____
Authorized Representative
Title: _____

Address: _____

_____

Telephone: _____

(Corporate Seal) (where applicable)

ATTEST:

Surety: _____

Signed:_____
Authorized Representative

Printed: _____
Authorized Representative

Title: _____

Address: _____

Telephone:_____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this_____day of_____, 20_, by_____(Name and Title), of_____, a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this_____day of _____, 20___.

_____
Notary Public

My Commission Expires:

_____

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

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

WITNESS my hand and seal this_____day of_____, 20___.

_____
Notary Public

My Commission Expires:
_____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

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

WITNESS my hand and seal this_____day of _____, 20___.

_____
Notary Public

My Commission Expires:
_____

CITY OF NORMAN

Approved as to form and legality this_____day of_____, 20___.

_____
City Attorney

Approved by the Council of the City of Norman this_____day of_____, 20___.

ATTEST:

_____ _____
City Clerk Mayor

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

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

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

BID 2526-54 FYE 2027 SIDEWALK CONCRETE PROJECTS

has entered into a written CONTRACT (K-2627-2) with THE CITY OF NORMAN, dated this _____ day of_____, 20___for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

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

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

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

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

(Corporate Seal) (where applicable)

ATTEST:

_____

Corporate Secretary (where applicable)

Principal
Signed:_____
Authorized Representative
Title: _____

Address: _____

_____

Telephone: _____

(Corporate Seal) (where applicable)

ATTEST:

Surety: _____

Signed:_____
Authorized Representative

Printed:_____
Authorized Representative

Title: _____

Address: _____

Telephone: _____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

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

WITNESS my hand and seal this_____day of_____, 20____.

_____
Notary Public

My Commission Expires:

_____

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

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

WITNESS my hand and seal this_____day of_____, 20_.

_____
Notary Public

My Commission Expires:
_____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

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

WITNESS my hand and seal this_____day of_____, 20___.

_____
Notary Public

My Commission Expires:
_____

CITY OF NORMAN

Approved as to form and legality this_____day of_____, 20___.

_____
City Attorney

Approved by the Council of the City of Norman this_____day of_____, 20___.

ATTEST:

_____ _____
City Clerk Mayor

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

Know all men by these presents that_____as PRINICPAL, and_____, a corporation organized under the laws of the State of_____, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the sum of _____DOLLARS ($_____), or the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs executors, administrators, successors and assigns jointly and severally.

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

BID 2526-54 FYE 2027 SIDEWALK CONCRETE PROJECTS

has entered into a written CONTRACT (K-2627-2) with THE CITY OF NORMAN, dated this_____day of _____, 20_, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

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

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

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

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

(Corporate Seal) (where applicable)

ATTEST

_____
Corporate Secretary (where applicable)

Principal
Signed:_____
Authorized Representative
Title: _____

Address: _____

_____

Telephone: _____

(Corporate Seal) (where applicable)

Surety: _____

ATTEST:

Signed:_____
Authorized Representative

Printed:_____
Authorized Representative

Title: _____

Address: _____

Telephone: _____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

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

WITNESS my hand and seal this_____day of_____, 20___.

_____
Notary Public

My Commission Expires:
_____

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss
COUNTY OF _____)

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

WITNESS my hand and seal this_____day of_____, 20___.

_____
Notary Public

My Commission Expires:
_____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF_____)

The foregoing instrument was acknowledge before me this_____day of_____, 20__, by _____ (Name and Title) _____ (partner/agent) on behalf of_____, a partnership.

WITNESS my hand and seal this_____day of_____, 20___.

_____
Notary Public

My Commission Expires:

_____

CITY OF NORMAN

Approved as to form and legality this_____day of_____, 20___.

_____
City Attorney

Approved by the Council of the City of Norman this_____day of_____, 20___.

ATTEST:

_____ _____
City Clerk Mayor

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

A F F I D A V I T

State of_____ PO No. _____

County of_____ Invoice No._____

Amount $ _____

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

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

_____
Company Name

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

_____
Official

Subscribed and sworn to before me this_____day of_____, 20_____.

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

My Commission Expires:

_____

BID 2526-54 FYE 2027 SIDEWALK CONCRETE PROJECTS

APPLICATION AND CERTIFICATE FOR PAYMENT

LOCATION: ENGINEER:

TO: CITY OF NORMAN: CONTRACTOR:

APPLICATION DATE: APPLICATION NO.

PERIOD FROM: TO:

CHANGE ORDER SUMMARY

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

TOTAL

Subsequent Change Orders

Number — Approved (Date)

TOTALS

Net change by Change Orders $

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

ORIGINAL CONTRACT SUM $

Net change by Change Orders $

CONTRACT SUM TO DATE $

TOTAL COMPLETED & STORED TO DATE $

RETAINAGE ____% $

TOTAL EARNED LESS RETAINAGE $

LESS PREVIOUS CERTIFICATES FOR PAYMENT $

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

CONTRACTOR:

By: Date:

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

INSPECTOR:

BY:

ENGINEER/OWNER

BY:

PAY ESTIMATE:

To: CITY OF NORMAN ENGINEERING DIV. **DATE:** _____

Re: BID 2526-54
FYE 2027 SIDEWALK CONCRETE PROJECTS

Location: _____ **Work Completed Through:** _____

APPLICATION AND CERTIFICATE FOR PAYMENT

Item	Description	Unit	Estimated Quantity	Unit Price	Estimated Contract Value	Quantity This Estimate	Previous Estimated Quantity	Quantity to Date	Percent Complete	Value of Work this Estimate	Value of Work to Date
1	Unclassified Excavation Common	C.Y.									
2	Unclassified Borrow	C.Y.									
3	Solid Slab Sodding	S.Y.									
4	Remove Tree 6" to 15" in Dia.	EA.									
5	Remove Tree 16" to 24" in Dia.	EA.									
6	Remove Tree 25" or more in Dia.	EA.									
7	Removal of Concrete Sidewalk	S.Y.									
8	Removal of 6" to 8" Concrete Pavement	S.Y.									
9	Removal of 6" to 8" Concrete Pavement with reinforcing steel	S.Y.									
10	Removal of 9" to 12" Concrete Pavement	S.Y.									
11	Removal of 6" to 10" Asphalt Pavement	S.Y.									
12	Saw Cutting Pavement/Sidewalk	L.F.									
13	Installation of 4" Conc. Sidewalk	S.Y.									
14	4" Brick Pavers Sidewalk with sand base	S.Y.									
15	Removal of Cross Tie Retaining Wall	L.F.									
16	Removal of Conc. Retaining Wall	L.F.									
17	Installation of Cross-Tie Retaining Wall (2 ft. high)	L.F.									
18	Installation of Concrete Retaining Wall	C.Y.									
19	Manufactured Concrete Block Retaining Wall (ft/course laid)	L.F.									
20	Flowable Fill	C.Y.									
21	Installation of 6" Thick Concrete (H.E.S. 3000 PSI)	S.Y.									
22	Installation of Sidewalk Ramps	S.Y.									
23	Installation of Detectable Warning Surface	S.F.									
24	Installation of Asphalt Concrete Type B	TON									
25	Installation of Pedestrian Concrete Slab Bridge	S.Y.									
26	Installation of Concrete Curb (6" Barrier – Integral)	L.F.									
27	Installation of Concrete Curb (8" Barrier – Integral)	L.F.									
28	Adjust valve boxes to grade	EA.									
29	Adjust meter boxes to grade	EA.									
30	Relocate water meter and box	EA.									
31	1/2" Joint Dowel	EA.									
32	Reinforcing Steel (Grade 60)	LBS.									
33	Installation of 4" Pipe Underdrain	L.F.									
34	Removal of Curb and Gutter	L.F.									
35	Installation of Curb and Gutter	L.F.									
36	Guardrail/Handrail Assembly	L.F.									

37	Chain Link Fabric	S.F.										
38	Relocation of Irrigation System Piping	L.F.										
39	Relocation of existing sprinkler head	EA.										
40	Installation of new sprinkler head	EA.										
41	Pedestrian Push Button Cross Walk Actuator and Pole	EA.										
42	Cross Walk Markings Removal and Replacement	L.F.										
43	Remove and Salvage Signage	EA.										
44	Installation of Salvaged Signage	EA.										
45	Traffic Control	L.S.										

Total Bid $ _____ _____ % _____

		Previous Estimates	Payment Amount
Original Contract Amount	$		$ -
Change Orders	$		$ -
New Contract Amount	$		$ -
Contract Amendments	$		$ -
Current Contract Amount	$	**Total Due to Date**	$ -

EARNING TO DATE	$
LESS 5.00% RETAINAGE	$
LESS PREVIOUS ESTIMATES	$
Total Due this Estimate	

Appendix A:

Location Maps