SPECIFICATIONS

AND

CONTRACT DOCUMENTS

FOR THE

TECHNOLOGY PLACE STREET EXTENSION – CURB AND GUTTER CONSTRUCTION

Contract No. – K-2627-5

Maintenance Bond No. – MB-2627-5

Performance Bond – B-2627-9

Statutory Bond – B-2627-10

Project Agent Resolution – R-2627-3

Bid No. – 2627-3

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

TABLE OF CONTENTS
SPECIFICATIONS
AND
CONTRACT DOCUMENTS

CONTRACT DOCUMENTS 1
TABLE OF CONTENTS 2
NOTICE TO BIDDERS 3
INSTRUCTIONS TO BIDDERS 4
QUALIFICATION STATEMENT OF BIDDERS 6
QUALIFICATION STATEMENT OF BIDDER'S SURETY 10
BID PROPOSAL 11
PAY ITEM NOTES 14
GENERAL CONSTRUCTION NOTES 15
SPECIAL PROVISIONS 18
BID AFFIDAVITS 25
CERTIFICATE OF NONDISCRIMINATION 27
FALSE INFORMATION AFFIDAVIT 28
CONTRACT 29
CONTRACT AFFIDAVIT 33
M A I N T E N A N C E B O N D 34
P E R F O R M A N C E B O N D 38
STATUTORY BOND 41
A F F I D A V I T 44
APPENDIX A 48

NOTICE TO BIDDERS

CITY OF NORMAN
INVITATION TO BID NUMBER 2627-3

TECHNOLOGY PLACE STREET EXTENSION – CURB AND GUTTER CONSTRUCTION

Notice is hereby given that pursuant to an order by the CITY OF NORMAN (OWNER), a municipal corporation, sealed bids will be received at the Office of the Purchasing Officer, 225 North Webster Avenue, Norman, OK 73069, until **2:00 p.m., local time, Thursday, the 2nd day of July, 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 TECHNOLOGY PLACE STREET EXTENSION – CURB AND GUTTER CONSTRUCTION. **Bids will be opened and read aloud at the Office of the Purchasing Officer, 225 North Webster Avenue, Norman, OK 73069 at 2:00 p.m. No bids will be accepted after 2:00 p.m.**

A non-mandatory Pre-bid Conference will be held on **Thursday, June 18, 2026 from 9:30 a.m. to 10:00 a.m.** at Conference Room B, located at 225 N. Webster Avenue, Norman, Oklahoma 73069. Questions related to this contract will be answered up to **3:00 p.m. on Thursday, June 25, 2026**. Bidders are expected to inspect the sites of the work and to inform themselves regarding all local conditions. For information concerning the proposed work, or the scheduled Pre-bid Conference, contact Joe Taylor, E.I., Staff Engineer for OWNER, at Joseph.Taylor@normanok.gov.

The project involves the construction of new 6-inch concrete curb and gutter along what will be the roadway extension of Technology Place in Norman, Oklahoma. The curb and gutter will be installed as a standalone improvement between John Saxon Boulevard and 36th Avenue SE, providing access to Saxon Park.

Specifications and the other bidding documents may be obtained at the following location:

1. Engineering Division, Mr. Joe Taylor, E.I., 225 N. Webster Ave, Norman, OK 73069, Joseph.Taylor@normanok.gov

Bid information and specifications may be obtained from:

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

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

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AWARD OF CONTRACT. The award of any contract or contracts will be made to the lowest responsible bidder or bidders. The City reserves the right to reject any or all bids, or to waive irregularities or informalities at its discretion. The City reserves the right to award add alternates or any combination of add alternates as sees fit to benefit the project. The bid is subject to a local bidder preference law, 61 Okla. Stat. § 103(B).

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

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

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

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

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

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

SECTION 1
QUALIFICATION STATEMENT OF BIDDERS

SUBMITTED TO:

Engineering Department Reviewed by: _____ Date _____

Date Received: _____

CONTRACTOR: _____

CIRCLE ONE: Sole Proprietor Partnership Corporation Joint Venture

NAME: _____ PARTNER: _____

ADDRESS: _____ ADDRESS: _____

CITY: _____ CITY: _____

PHONE: _____ PHONE: _____

PRINCIPAL PLACE OF BUSINESS: PRINCIPAL PLACE OF BUSINESS:

COUNTY _____ STATE _____ COUNTY _____ STATE _____

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

STATE OF INCORPORATION: _____

LOCATION OF PRINCIPAL OFFICE: _____

CONTACT PERSONS AT OFFICE: _____

PERSON EXECUTING CONTRACTS ON BEHALF OF CORPORATION:

NAME: _____ ADDRESS: _____

TITLE: _____ CITY _____ STATE ____ ZIP _____

PHONE: _____

NAMES OF OFFICERS: (IF APPLICABLE)

LIST NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:

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

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

TYPE(S) OF WORK DONE: (CIRCLE)

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

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

COMMENTS:

GREATEST NUMBER OF THIS TYPE CONSTRUCTION CONTRACTS IN EXCESS OF $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:_____

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

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

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

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

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

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

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

REMARKS:_____

_____

SURETY:_____

SIGNED: _____

BY: _____

TITLE: _____

ADDRESS: _____

CITY: _____STATE _____ ZIP _____

(IN DUPLICATE)

BID PROPOSAL

PLACE: Norman, Oklahoma

DATE: _____

PROJECT: **TECHNOLOGY PLACE STREET EXTENSION – CURB AND GUTTER CONSTRUCTION**
Proposal of:

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

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

Council members:

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

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

Base Bid: _____Dollars
(In Words)

($)_____ (Numeric)

Add Alternate 1: _____Dollars
(In Words)

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:

TECHNOLOGY PLACE STREET EXTENSION – CURB AND GUTTER CONSTRUCTION

1) 30 Calendar Days
   a) 30 Calendar Days does not include weather days
      i) Weather days to be determined by the engineer or streets program manager

If partnership, give name address of each member.

Signed:_____
(Contractor)

_____ By: _____
(Agent)

_____ Address: _____

Incorporated under the laws of

_____
(State)

STATE OF _____)
)
COUNTY OF _____)

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

Signed: _____

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

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

My Commission Expires:

_____ _____
Notary Public

TECHNOLOGY PLACE STREET EXTENSION – CURB AND GUTTER CONSTRUCTION
BID No. 2627-3

Item	Description	**Unit**	**Quantity**	**Unit Price**	Total Price
1	Mobilization	LSUM	1.00		
2	6" Curb & Gutter (1, 2, 3, 4)	L.F.	5,223.00		

TECHNOLOGY PLACE STREET EXTENSION – CURB AND GUTTER CONSTRUCTION Base Bid:

($) _____ (Numeric)

_____ Dollar
(Written)

PAY ITEM NOTES

1. Saw Cutting is for creation of new joints where needed. Any saw cutting done for removal purposes is part of the removal pay items.

2. The concrete shall achieve 2400 psi before the lane may be opened to traffic.

3. Item shall include joint sealing for all joints per the City of Norman Standards under section 2304.5. All joints shall be sealed and all cost for joint sealing shall be included in other items. Pavement repair shall be completed per City of Norman Standard Specifications and Construction unless noted otherwise. Joints shall be sealed with a "Self-Leveling" Sealant. The sealant used shall be silicone based conforming to ODOT 701.08(F).

4. Within 3 (three) days after placement, CONTRACTOR shall submit to City inspector and/or City project Owner concrete batch tickets. The method of transmission can be done via electronic means (e-mail, file transfer protocol, etc.) or physical batch tickets provided by the concrete ready-mix plant. Batch tickets for each load shall use an electronically-controlled automatic batch weight and printer system that indicates the net batch weight of material delivered to the transporting truck. Include the project contract number, ticket number, truck number, date, time and batch weight of material loaded on each ticket. Ensure the weights are printed on a ticket that includes the quantities of admixtures and the volume of water incorporated into the load.

GENERAL CONSTRUCTION NOTES

1) The Contractor shall, during all periods of contract performance, provide competent supervision of their employees to assure complete and satisfactory fulfillment of the work and the terms of this contract. The Contractor, or a capable, fully authorized representative, must be immediately available during all work activities to receive all special instructions from the City agent.

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

3) 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.

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

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

6) Contractor shall contact OKIE 811 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.

7) All construction performed under this Contract shall be in accordance with the City of Norman Standard Specifications and Construction Drawings ***(Appendix A)*** and the special provisions included herein. In case of conflict between stipulations of the Special Provisions and the Standard Specifications, the Special Provisions shall take precedence and govern. Interpretation of the specifications shall be made by the Engineer

8) 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.

9) Contractor shall maintain a clean and orderly work site throughout project and ensure all debris and potential hazards are managed appropriately.

10) Contractor to ensure proper drainage of the site throughout construction.

TECHNOLOGY PLACE STREET EXTENSION – CURB AND GUTTER CONSTRUCTION

STREET NAME	LIMITS
Technology Place	John Saxon Boulevard to Saxon Park

Saxon Industrial Park Project
Location Map

SPECIAL PROVISIONS

SECTION 100

100.00 SPECIAL PROVISONS

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

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

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

101.00 PRE-CONSTRUCTION CONFERENCE

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

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

102.00 TAX STATUS

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

103.00 MATERIAL SPECIFICATIONS

A. Concrete

All concrete shall conform to the Oklahoma Department of Transportation Standard Specifications for Highway Construction Sections 414 and 701 (2009).

B. Compacted Fill

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

104.00 TESTING

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

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

SPECIAL PROVISIONS

SECTION 202

202.0l GENERAL

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

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

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

202.02 PRE-CONSTRUCTION CONFERENCE

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

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

202.03 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.

202.04 UNAUTHORIZED REMOVAL OF PAVEMENT

Pavement removal beyond the limits specified, 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.

202.05 TESTING

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

202.06 UNDERGROUND UTILITIES

Contractor shall contact OKIE 811 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.

SPECIAL PROVISIONS

SECTION 305

CONCRETE PAVEMENT REPAIR

305.01 CONCRETE PAVEMENT REPAIR

A. General

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

All work at each concrete pavement repair location shall be completed and approved by the inspector before moving to the next construction site.

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

Each proposed concrete pavement repair area shall be laid out in paint on the pavement and inspected by the inspector prior to construction.

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. Any damage caused to an adjacent panel or structure, or pavement removed in excess of that specified by the plans and/or Engineer, without approval of the City, shall be removed and replaced by the Contractor at their expense.

When a new joint needs to be added, the new joint shall be saw cut full depth a minimum of four feet from the parallel joint of the adjacent panel. If four feet cannot be maintained on either side of the new joint, then the entire panel must be replaced.

Should the subgrade become wet from weather, it will be the responsibility of the Contractor to repair the subgrade at their cost. Any subgrade that has become wet from weather or other reasons shall be retested at the contractor's expense prior to paving operations.

C. Concrete Placement

The project inspector shall inspect all work before the concrete is ordered. The project inspector shall have at least 12 hours notice for said inspection. If inspection is approved, then the concrete can be ordered at that time.

The Contractor shall verify that all concrete will drain properly before the concrete is placed. The Contractor shall take his own elevation shots to verify the grades. 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 be required to flood each pavement repair location with water to identify all "bird baths". A "bird bath" deeper than 1/4 inch shall not be accepted and shall be corrected by milling or rehabilitation as determined by the engineer.

Construction joints shall be sawed to match existing joint intervals as soon as the concrete can hold a saw without stacking the concrete. This may require the contractor perform the sawing after normal work hours. Sawing joints cannot be delayed until the following day. All sawed joints shall be straight. If a sawed joint is not straight, then the contractor shall re-saw the joint as directed by the City's

construction inspector at no extra cost. Prior to sawing, the joint shall be chalk lined and approved by the Engineer or City representative. This requirement applies to all concrete sawing.

If required by the engineer, the pavement shall be tined transverse to the centerline. No tining will be allowed within three (3) inches of either side of a transverse joint for all replaced panels. Nor will any tining be allowed within twelve (12) inches of a curb face.

D. Backfill

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 approved by the Engineer.

E. Opening to Traffic

Traffic can be allowed on the pavement only after the compressive strength reaches 2400 psi and is approved by the Engineer. This includes the contractor's traffic.

SPECIAL PROVISIONS

SECTION 412

BASE PREPARATION

412.00 BASE PREPARATION

A. General

Work shall consist of furnishing all materials, labor and equipment required to repair the subgrade below the pavement during a full depth patching project.

This Special Provision provides for the removal of soft, spongy material below the surface of the existing pavement and extending downward to limits to be determined by the Engineer or City representative.

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 his representative shall authorize all undercutting.

B. Compaction

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 $\pm$ 2% optimum moisture.

C. Material

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 except for repair locations identified by the Engineer.

1. Aggregate Base – Type A (ODOT).

    a) The fill material shall be placed in lifts not to exceed six inches (6") and Standard Proctor Density at $\pm$ 2% optimum moisture and shall be placed immediately below the paving section per location.

BID AFFIDAVITS

TECHNOLOGY PLACE STREET EXTENSION – CURB AND GUTTER CONSTRUCTION

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:

_____

CONTRACT

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:

TECHNOLOGY PLACE STREET EXTENSION – CURB AND GUTTER CONSTRUCTION

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

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

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

(WRITTEN) (DOLLARS);

(NUMERALS) ($).

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

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

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

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

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

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

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

TECHNOLOGY PLACE STREET EXTENSION – CURB AND GUTTER CONSTRUCTION

a. 30 Calendar Days
    i. 30 Calendar Days does not include weather days
        1. Weather days to be determined by the engineer or the streets program manager

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

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

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

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

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

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

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

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

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

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

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

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

13) <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

Signed:_____

Title: _____

_____
Corporate Secretary (where applicable)

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 four years thereafter, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

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

TECHNOLOGY PLACE STREET EXTENSION – CURB AND GUTTER CONSTRUCTION

has entered into a written CONTRACT (K-2627-5) 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 five (5) years from the date of the written final acceptance by the CITY, then this obligation shall be null and void. The amount of the Maintenance Bond shall be 100 % of the contract amount for the first year and then 15% of the contract amount for the following four (4) years. 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)

Principal

ATTEST: Signed:_____

Authorized Representative

_____ Title: _____

Corporate Secretary (where applicable) 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

PERFORMANCE BOND

Know all men by these presents, that _____ as PRINCIPAL, and _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE 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:

TECHNOLOGY PLACE STREET EXTENSION – CURB AND GUTTER CONSTRUCTION

has entered into a written CONTRACT (K-2627-5) with THE CITY OF NORMAN, dated _____, 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, in all particulars, well and truly, perform and abide by said CONTRACT and all specifications and covenants thereto and shall promptly and properly complete the work on this PROJECT in accordance with the CONTRACT; and if the PRINCIPAL shall protect and hold harmless the CITY from all loss, damage, and expenses 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 or 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 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)

_____
Principal

ATTEST:

Signed:_____
Authorized Representative

_____
Corporate Secretary (where applicable)

_____
Title

Address: _____
Telephone:_____

(Corporate Seal) (where applicable)

_____
Surety

ATTEST:

Signed: _____
Authorized Representative

_____
Corporate Secretary (where applicable)

_____
Title

Address:_____
Telephone:_____

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____, 20__, by _____(Name & Title) of _____, a _____corporation, on behalf of the corporation.

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

_____
Notary Public

My Commission Expires: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA_____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____day of _____, 20__, by _____(Name & Title) of _____, a _____.

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

_____
Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this ____day of _____, 20__, by _____(Name & 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 CITY OF NORMAN this_____day of _____, 20__.

ATTEST:

_____ _____
City Clerk Mayor

STATUTORY BOND

Know all men by these presents that _____, as PRINCIPAL, and _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the 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:

TECHNOLOGY PLACE STREET EXTENSION – CURB AND GUTTER CONSTRUCTION

has entered into a written CONTRACT (K-2627-5) with THE CITY OF NORMAN, dated _____, 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, in all particulars, well and truly, promptly and properly, pay or cause to be paid all indebtedness incurred for labor, materials, rental of machinery or equipment, and repairs of and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or their or its 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 and due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. §§ 1-2, 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)

_____
Principal

ATTEST: Signed:_____

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____, 20_____, by _____ (Name and Title) of _____, a _____ corporation, on behalf of the corporation.

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

_____
Notary Public

My Commission Expires: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____, 20_____, by _____
(Name and Title) of _____,

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

_____
Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGMENT

STATE OF OKLAHOMA) COUNTY OF ___)

The foregoing instrument was acknowledged 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 _____

_____
Notary Public

My Commission Expires:_____

CITY OF NORMAN

Approved as to form and legality this _____day of _____, 20__.

_____
City Attorney

Approved by the CITY OF NORMAN this _____day of _____, 20___.

ATTEST:

_____ _____

City Clerk Mayor

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

AFFIDAVIT

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:
_____

TECHNOLOGY PLACE STREET EXTENSION – CURB AND GUTTER CONSTRUCTION

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 _____5___% $_____

TOTAL EARNED LESS RETAINAGE $_____

LESS PREVIOUS CERTIFICATES FOR PAYMENT $_____

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

CONTRACTOR:

By:_____ Date: _____

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

INSPECTOR:

BY:_____

ENGINEER/OWNER

BY: _____ _____

PAY ESTIMATE: _____ _____

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

Re: **BID 2627-3**
TECHNOLOGY PLACE STREET EXTENSION – CURB AND GUTTER CONSTRUCTION

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	Mobilization	LSUM	1.00								
2	6" Curb & Gutter	L.F.	5223.00								
	Total Base 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