Norman Utilities Authority

Norman, Oklahoma

Bid No. 2526-55

Contract No. K-2526-190

BID DOCUMENTS

FOR THE CONSTRUCTION OF

PROJECT WA0387, WW0392

Line Maintenance Solar Photovoltaic System Installation

August 2026

Michele Loudenback **Date**

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August 13 and August 20, 2026

INVITATION TO BID

SEALED BIDS FOR
NORMAN UTILITIES AUTHORITY
BID NO. 2526-55
PROJECT WA0387, WW0392
Line Maintenance Solar Photovoltaic System Installation

NOTICE IS HEREBY GIVEN that the City of Norman, Oklahoma, will received sealed bids in the Office of the City Controller, Purchasing Division of the City of Norman, located at 225 N. Webster Avenue – Development Center, Norman, Oklahoma 73069, Until 2:00 p.m., local time, Thursday, the 3rd day of September, 2026, for furnishing all required materials, equipment, tools and labor to perform all necessary work for

PROJECT WA0387, WW0392

Line Maintenance Solar Photovoltaic System Installation

Bids will not be accepted after 2:00 pm at which time bids will be opened and read aloud in the Development Center, Utilities Department Conference Room, 225 N. Webster Ave, Norman, Oklahoma 73069. This project includes the design and installation of a solar photovoltaic (PV) electric generating system on the City's Line Maintenance building located at 2705 E. Robinson St., Norman, OK. Bidders are expected to inspect the site of the work and to inform themselves regarding all local conditions.

Bidder's attention is called to a MANDATORY PRE-BID MEETING in the Development Center, Utility Department Conference Room, 225 N. Webster Ave, Norman, Oklahoma 73069, or virtually, on Tuesday, August 25, 2026 at 1:30 PM. If you would like to attend the pre-bid meeting virtually, contact Michele Loudenback at michele.loudenback@normanok.gov.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If sent by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as stated above. All blank spaces for bid prices must be filled in, in ink or typewritten, and in both words and figures.

Bids received more than ninety-six (96) hours, excluding Saturdays, Sundays and holidays, before the time set for opening the bids, as well as bids received after the time set for receipt of bids, WILL NOT be considered and will be RETURNED UNOPENED.

A cashier's check, a certified check, or a surety bond in the amount of five percent (5%) of the bid shall accompany the sealed proposal of each bidder. Deposits will be returned to the unsuccessful bidders. Each bid submitted is a legal offer and when accepted by the NUA, constitutes a FIRM AND BINDING CONTRACT. The OWNER reserves the right to REJECT ANY or ALL BIDS. The OWNER further reserves the unconditional right to cancel all or any portion of this project within sixty (60) days from the date of opening of bids, for any reason and at its sole discretion.

The Norman Utilities Authority (NUA) is exempt from the payment of any sales or use taxes. Pursuant to Title 68 O.S., Section 1356 (10) and as allowed by Oklahoma Tax Commission Rules Part 27 Trust Authority 710:65-13-140, direct vendors to the NUA are also exempt from those taxes. A bidder and his subcontractors may exclude from their bid sales taxes on appropriate equipment, materials, and supplies incorporated into the project and purchased by the NUA through the bidder. The bidder and his subcontractors will coordinate such purchases with the NUA.

Questions concerning the bid or project requirements should be directed to Michele Loudenback at michele.loudenback@normanok.gov.

NOTICE TO BIDDERS - Signature Compliance

When submitting bids or responses to RFPs, corporate entities are required to comply with State law regarding authorized signatures.

State statute requires that bids/RFPs "be signed by the chair or vice chair of the Board of Directors, or the President, or by a Vice President, and attested by the Secretary or an Assistant Secretary; or by officers as may be duly authorized to exercise the duties…." 18 O.S. § 22

However, if some other official with the corporation, such as a secretary signing a document, such signature needs to be accompanied by a certificate or a copy of a resolution adopted by the Board setting forth the authority of that individual to execute a contract.

With respect to limited liability corporations, every manager is an agent of the company for the purpose of business and binds the limited liability company. Therefore, instruments and documents shall be valid and binding upon the limited liability company if executed by one or more of its managers. 18 O.S. § 32

As set forth above, certification adhering to the state statutes must accompany submitted bid documents.

INSTRUCTIONS TO BIDDERS

EXAMINATION OF SITE. Each bidder by making his bid represents that he has visited the site and familiarized himself with all the conditions under which the work is to be performed, including roof conditions, electrical infrastructure, and OG&E interconnection requirements. No extra compensation will be allowed by reason of any matters or things concerning which the bidder did not inform himself prior to bidding.

EASEMENTS. Work performed on, or use of, easements shall be subject to the provisions of the easement agreements on file and open to inspection in the office of the Owner.

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 Owner 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 Owner to each person receiving a set of documents. The Owner 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 Owner before installing any work in variance with the requirements of the contract documents.

APPROXIMATE QUANTITIES. As the bid items are lump sum, bidders shall include in their bid price all labor, materials, equipment, permits, and incidentals necessary to deliver a complete and operational system meeting the specifications. No adjustment to the lump sum price will be made for quantities of individual components except as authorized in writing by the OWNER through a Change Order.

PROPOSAL GUARANTEE. Proposals will not be considered unless the original copy filed with the Purchasing Agent is accompanied by a Bidders Bond, Certified Check, or Cashier's Check in the required amount, made payable to the Owner. The proposal guarantee shall be in the amount of five percent (5%) of the total amount of the bid. It shall be five percent (5%) of the highest amount in the event of an alternative or several bids. The proposal guarantee 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 and the guarantee will serve as liquidated damages in the event of failure to do so.

QUALIFICATIONS OF BIDDERS. Each Bidder must complete the attached "Qualification Statement of Bidders" and "Qualifications Statement of Bidder's 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. Each Bidder shall further demonstrate his ability by meeting all requirements herein stipulated.

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 10 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 types 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 and all documents bound herewith, 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 Owner 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 or his sureties shall be liable to the Owner for all loss or damage which the Owner may suffer thereby, and the Owner may advertise for new bids for said work.

LICENSE. Each bidder shall possess all State and local licenses as are required by law, and shall furnish satisfactory proof to the Owner upon request that all licenses are in effect during the entire period of the contract. At a minimum, the project team shall include at least one (1) licensed electrical contractor holding Oklahoma privileges and at least one (1) individual holding a current NABCEP Associate-level certification or higher. Documentation confirming these credentials shall be submitted with the Qualification Statement of Bidders at the time of bid.

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 OWNER, in evaluating the Bids, will place as much emphasis on the technical experience, past performance, financial status, demonstrated expertise and reputation of the BIDDER as on the price or prices proposed. The OWNER therefore unequivocally reserves the rights to reject any or all Bids; to waive any informality, irregularity or minor defect; and to award a Contract, if any, in the best interest of the OWNER, without further explanation or liability to any BIDDER. The BIDDER, by executing and submitting a proposal, accepts fully and without any recourse these rights of the OWNER.

LOCAL BIDDER PREFERENCE. This bid is subject to a local bidder preference law. *See* 61 Okla. Stat. § 103(B). Where the first-lowest qualified bidder is a nonlocal bidder, but the second-lowest qualified bidder is a Local Bidder whose bid is within five percent (5%) of the lowest qualified bid, the Local Bidder shall be awarded the contract, conditioned upon their agreement to perform the contract for the same price and upon the same terms as the bid proposed by the nonlocal bidder. For purposes of this section, “Local Bidder” means the bidding person or entity is authorized to transact business in the State of Oklahoma and maintains a bona fide establishment for transacting such business within the State.

EFFECTIVE DATE OF AWARD. If a contract is awarded by the Owner, such award shall be effective when formal notice of such award, signed by the authorized representative of the Owner, 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 Owner 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 or 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 the 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 Owner 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 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 Owner because of avoidable delays as therein defined.

BID SUBMITTAL. The following documents shall be completed in whole and submitted with each bid:

1. Bid Form
2. Qualification Statement of Bidders
3. Qualification Statement of Bidders Surety
4. Bid Affidavits
5. Certification of Non-Discrimination
6. Bid Bond, Cashier's Check, or Certified Check

SPECIFICATIONS FOR CONSTRUCTION. The Specifications for Construction of this project shall be a part of these contract documents as if included herein. Each bidder shall have a copy in their possession to be eligible to bid on this project.

TAX EXEMPT PAYMENTS. The Norman Utilities Authority (NUA) through the City of Norman is exempt from the payment of any sales or use taxes. Pursuant to Oklahoma Statutes Title 68, Section 1356 (10) and as allowed by Oklahoma Tax Commission Rules Part 27 Trust Authority 710:65-13-140, direct vendors to the NUA are also exempt from those taxes. A bidder or contractor, his subcontractors and suppliers may exclude from their bid sales taxes on appropriate equipment, materials, and supplies incorporated into the work. To preserve said tax exemption, for said equipment, materials, and supplies may be invoiced to the Norman Utilities Authority through the prime contractor. To minimize project costs, the NUA will make payment directly to said subcontractors and suppliers.

INVOICE PAYMENTS. Prior to any invoice payment, the Norman Utilities Authority may require submission of an IRS standard Form W-9, including, but not limited to, vendor tax identification number (TIN). Further, prior to payment of any invoice or claim over $25,000, vendor must provide a properly notarized original Invoice Affidavit of the form attached hereto.

CITY OF NORMAN

Purchasing Division
P.O. Box 370
Norman, Oklahoma 73070

AFFIDAVIT

State of _____ P.O. No. _____

County of _____ Invoice No. _____

Amount _____

IN ACCORDANCE WITH OKLAHOMA STATUTES TITLE 74, SECTION 3110 AND TITLE 62, SECTION 310.9, THIS FORM MUST BE COMPLETED AND SUBMITTED BEFORE ANY INVOICE OVER $25,000 CAN BE PROCESSED FOR PAYMENT.

The undersigned person (architect, contractor, supplier, engineer, or supervisory official), of lawful age, being duly sworn, on oath says that this (invoice, claim or contract) is true and correct and that (s)he is authorized to submit the invoice pursuant to a contract or purchase offer. Affiant further states that the (work, services, or materials) as shown by this invoice has (have) been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant 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, of money or any other thing of value to obtain payment of the invoice or procure award of this contract or purchase order pursuant to which an invoice is submitted.

Company Name: _____

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

_____
By: Printed/typed Name & Title

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

_____
Notary Public (or Officer having power to Administer Oaths)

My Commission expires _____

Seal

QUALIFICATION STATEMENT OF BIDDERS

SUBMITTED TO: The Norman Utilities Authority

CONTRACTOR:_____

CIRCLE ONE: Sole Proprietor Partnership Corporation Joint Venture

NAME:_____ NAME:_____

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 & TITLE: _____

ADDRESS _____

CITY/STATE/ZIP: _____

PHONE (___)_____ EMAIL: _____

NAMES OF OFFICERS: (IF APPLICABLE)_____

_____

TYPE(S) OF WORK EXPERIENCE: (CIRCLE)

Solar PV System Installation	Commercial Rooftop Solar	Ground-Mount Solar	Battery Storage Systems
Electrical Contracting	EV Charging Installation	Energy Auditing	NABCEP Certified Work
Solar Panel Installation	OG&E Interconnection	Water Distribution Lines	Net Metering Projects
Government/Municipal Solar	Nonprofit/LMI Solar	Solar System Commissioning	Production Monitoring Systems
Structural Engineering (Solar)	Permitting and Inspections	Solar System O&M	Oklahoma Solar Projects
			Battery Storage Systems

Other: _____

Comments: _____

_____

TOTAL NUMBER OF EMPLOYEES CURRENTLY EMPLOYED BY GENERAL CONTRACTOR: _____

YEARS IN BUSINESS AS A CONTRACTOR ON PROJECTS SIMILAR TO THIS PROJECT: _____

GREATEST NUMBER OF THIS TYPE CONSTRUCTION CONTRACTS IN EXCESS OF $1 MILLION UNDER CONSTRUCTION AT ONE TIME IN COMPANY'S HISTORY: _____

APPROXIMATE DOLLAR VALUE OF INCOMPLETE WORK UNDER CONTRACT AT THIS TIME: $_____

Required Attachments:

A. LIST OF RECENTLY COMPLETED PROJECTS (MINIMUM OF FIVE (5)) OF SOLAR PV SYSTEM INSTALLATION TYPE, including: Name, Owner, Contact person & phone, Completion date, Engineer (if applicable),and contract amount.
B. LIST OF CURRENT INCOMPLETE PROJECTS, Name, Owner, Contact person & phone, scheduled completion date and percent complete, Engineer (if applicable), and contract amount.
C. LIST ALL EQUIPMENT AVAILABLE FOR USE ON THIS PROJECT: (PLEASE USE ATTACHMENT)
D. LIST ALL CONTRACTS WHICH RESULTED IN LAWSUITS, WITH A BRIEF NARRATIVE OF THE CIRCUMSTANCES AND RESULTS, IF ANY, OF LITIGATION; If none, so state: _____

IF COMPANY IS UNDER NEW MANAGEMENT, ORGANIZED, RE-NAMED OR RE- ORGANIZED IN THE LAST EIGHTEEN (18) MONTHS, ATTACH NAMES OF OFFICERS AND STAFF WITH EMPLOYMENT, EXPERIENCE AND QUALIFICATIONS OF SAID PERSONS. If not applicable, so state: _____

HAVE YOU OR ANY PRESENT PARTNER(S) OR OFFICER(S) FAILED TO COMPLETE A CONTRACT?_____

IF SO, PROJECT NAME, 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: _____

_____

BANK REFERENCE: _____
ADDRESS _____
CITY/STATE/ZIP: _____
CONTACT PERSON & PHONE _____

MUNICIPALITY REFERENCE _____
ADDRESS _____
CITY/STATE/ZIP: _____
CONTACT PERSON & PHONE _____

OTHER CREDIT REFERENCE NAME: _____

ADDRESS _____

CITY/STATE/ZIP: _____

CONTACT PERSON & 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.

By_____ Date: _____
(Company name)

Signed _____
(signature of authorized person)

_____
(printed/typed name and title)

COPY TO LOCAL UNDERWRITING OFFICE OF PROPOSED SURETY

Name:_____ Phone:_____

Address: _____City: _____State: _____

QUALIFICATION STATEMENT
OF BIDDER'S SURETY

SUBMITTED TO: The Norman Utilities Authority

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 satisfactorily perform the contract?

   _____

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

   _____

COMMENTS: _____

_____

SURETY: _____
(Company name)

SIGNED: _____

BY _____
(printed/typed name and title)

ADDRESS: _____

_____
CITY STATE ZIP

BID FORM

PLACE: Norman, Oklahoma
DATE: _____
PROJECT: WA0387, WW0392 - Line Maintenance Solar Photovoltaic System Installation

Proposal of _____ (hereinafter called "BIDDER"), doing business as a Corporation / a Limited Liability Company / a Partnership / an Individual (**circle applicable term**) organized and existing under the Laws of the State of _____, since _____ (year)**.**

To: The Chairman and Utilities Board Members
The Norman Utilities Authority
The City of Norman, Oklahoma

Board 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, and the necessary 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 Utilities, that he has visited the site of the work, 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 plant work, and materials required 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 Norman Utilities Authority, 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 structure and appurtenances complete in place in the manner and under conditions required by the Contract and by the specifications therefore, on file in the Office of the City Clerk, Purchasing Agent, and Director of Utilities, Norman, Oklahoma, for the following amounts:

BIDDER has given OWNER written notice of all conflicts, errors or discrepancies in the Contract Documents and the written resolution thereof is acceptable to BIDDER.

BIDDER acknowledges receipt of the following ADDENDA:

Addendum Date	Addendum Number
_____	_____
_____	_____
_____	_____

Unit cost bid for each item specified to include all labor, materials, equipment, tools, and other incidentals necessary to provide a complete and operable system. Items not specifically listed in this bid schedule shall be considered incidental to the Work and the CONTRACTOR shall include all such costs in the unit price items bid.

Quantities shown are approximate. CONTRACTOR is responsible to verify estimated quantities and adjust the unit price bid as deemed appropriate. CONTRACTOR will be paid for actual quantities installed as measured in the field.

The Total Base Bid shall include all quantities for the project.

ITEM NO.	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT BID
1	Solar Photovoltaic (PV) System Design, Procurement, and Installation (Complete System, Including All Panels, Inverters, Racking, Wiring, Disconnects, OG&E Interconnection, Permitting, and Commissioning) with Solar Production Monitoring System (Hardware, Software, 5-Year Subscription, and Data Integration)	1	LS	$	$
			TOTAL BASE BID	$	

_____

_____
Total Base Bid (Words)

The Contractor hereby agrees to commence work within ten (10) days following issuance of a written NOTICE-TO-PROCEED from the OWNER and to complete same within Thirty (30) consecutive calendar days.

Respectfully submitted:

Firm Name

Address

Signature

City State Zip Code

Title

Telephone No.

License Number (if applicable)

(SEAL - IF BID IS BY A CORPORATION)

If partnership, give name
and address of each member

ATTEST:

_____

_____

TITLE: Secretary or Assistant Secretary
(Please circle correct one)

BASIS OF PAYMENT

General: The various items in the proposal shall be paid for at the unit price or lump sum bid in the proposal submitted. These bid prices shall be full compensation for furnishing all materials, equipment, labor, tools, power, transportation, superintendence, overhead and profit necessary to complete the construction of the various items of the project as listed in the proposal and in the itemized basis of payment below.

Retainage: A 5% retainage will be held by the OWNER on all completed work until the CONTRACTOR has completed in excess of 50 percent of the total contract amount with any stored materials excluded. Upon completing in excess of 50 percent of the total contract amount with any stored materials excluded and the determination that satisfactory progress is being made by the OWNER, the required retainage will be reduced to 2.5 percent for the remainder of project on all completed work until the OWNER formally accepts the project.

Estimated Quantities: The quantities shown in the proposal are approximate and are used as a basis for establishing the cost of the work and in determining the successful Bidder. It shall be the responsibility of the CONTRACTOR to confirm these quantities. Any item of work as indicated on the plans but not specifically itemized in the proposal shall be considered to be a subsidiary part of the proposal, and the CONTRACTOR shall include said subsidiary as part of the individual bid items or overall bid. Any changes in the scope of work shall be authorized by prior, written change order in accordance with the General Conditions.

Bid Schedule Pay Items:

1. **SOLAR PHOTOVOLTAIC (PV) SYSTEM DESIGN, PROCUREMENT, AND INSTALLATION (LUMP SUM):**
   This item shall include all engineering design, structural analysis, permitting, procurement, installation, testing, commissioning, and warranty of a rooftop solar photovoltaic (PV) electric generating system on the City's Line Maintenance Building located at 2705 E. Robinson St., Norman, Oklahoma, with a minimum capacity of 88 kW DC. The system shall include all solar panels (minimum 176 panels, 500 W each, Bloomberg Tier 1 rated), inverters, racking and mounting hardware, all wiring, disconnects, metering, and bi-directional net metering interconnection with OG&E. Contractor shall obtain all required permits and coordinate all inspections. The item shall include all work required to comply with the adopted building and electrical codes of the jurisdiction. The item shall include all insurance and bonding requirements. System shall be commissioned with a minimum projected annual production of 121,136 kWh and must pass all required interconnection inspections prior to final payment. The item shall include the furnishing, installation, configuration, and commissioning of a solar production monitoring system capable of providing real-time and historical energy production data accessible via web portal and mobile app. The system shall support open API access for integration with City systems, provide panel-level or string-level monitoring, and include a minimum five (5) year monitoring subscription. Monitoring hardware shall be compatible with the installed inverter system. Contractor shall provide training to City staff and submit all monitoring credentials and documentation at project closeout.

BID AFFIDAVITS

The following affidavits are to accompany the bid:

A. Non-Collusion Affidavit

For purposes of competitive bids, I certify:

1. 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;
2. 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
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
   a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
   b. 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
   c. 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.

I further 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

By: _____
Signed

_____
(printed/typed name and title)

Subscribed and sworn to before me this _____day of _____, 20____.

_____
Notary Public (or Clerk or Judge)

My Commission Expires: _____ **(SEAL)**

B. Business Relationship Affidavit

For purposes of competitive bids, I certify:

1. 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 nature or existence of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project.

2. Said partnership, joint venture, or other business relationship presently in effect or which existed with the architect, engineer, or other party to the project within one (1) year prior to the date of this statement is as follows: (If none, so state)

_____

_____

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

_____

_____

4. The names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

_____

_____

_____
Bidder

By: _____

_____
(printed/typed name and title)

Subscribed and sworn to before me this _____day of _____, 20____.

_____
Notary Public (or Clerk or Judge)

My Commission Expires:

_____, 20_____. **(SEAL)**

Certificate of Non-Discrimination

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

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

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

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

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

_____
Bidder

By: _____

_____
(printed/typed name and title)

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

_____
Notary Public (or Officer having power to Administer Oaths)

My Commission expires _____

Seal

C O N T R A C T

THIS CONTRACT by and between the NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, hereinafter designated as the AUTHORITY, and _____ hereinafter designated as the CONTRACTOR, effective the date last executed below,

W I T N E S S E T H

WHEREAS, the AUTHORITY has caused to be prepared in accordance with law, specifications and other Contract Documents for the work hereinafter described; and has approved and adopted all of said Contract Documents; and has given and advertised an Invitation to Bid as required by law; and has received sealed Bids for the furnishing of all labor, materials and equipment for the following project:

PROJECT WA0387, WW0392
Line Maintenance Solar Photovoltaic System Installation
NORMAN, OKLAHOMA

in accordance with and as outlined and set out in the terms and provisions of said Contract Documents; and,

WHEREAS, the CONTRACTOR in response to said Invitation to Bid, has submitted to the AUTHORITY in the manner and at the time specified, a sealed Bid in accordance with the terms of this said Contract Documents; and

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

_____ Dollars ($)_____

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

1) The CONTRACTOR shall, in 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 said CONTRACT Documents, per the Table of Contents, including, but not limited to:

- the Invitation to Bid published in the Norman Transcript
- Notice to Bidders
- the Instructions to Bidders;
- the CONTRACTOR'S Bid or Proposal;
- the Bonds thereto;
- Multiple affidavits
- the Conditions of the Contract
- the Technical Specifications and Construction Drawings

all of which documents are on file in the Office of the AUTHORITY, and are made a part of this CONTRACT as fully as if the same were set out in full, with the following additions and/or exceptions:

_____
_____
_____

2) The AUTHORITY shall make payments, minus a retainage as stipulated in the CONTRACT Documents, to the CONTRACTOR in the following manner: On or about the last day of each month, the project manager, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, of work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project manager, 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 74, Section 3109-3110, and Title 62, Section 310.09.

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

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 retainage) will be approved and paid.

3) The CONTRACTOR shall commence said work within ten (10) calendar days following receipt of a NOTICE-TO-PROCEED, prosecute the same vigorously and continuously, and complete the same within Thirty (30) calendar days following receipt of NOTICE-TO-PROCEED.

4) Time is of the essence in completion of this project and the AUTHORITY will suffer financial loss if the Work is not completed within the time(s) specified in preceding paragraph. CONTRACTOR and AUTHORITY also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding such actual loss. Accordingly, instead of requiring any such proof, CONTRACTOR and AUTHORITY therefore further agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay AUTHORITY SIX HUNDRED ($600) for each calendar day that expires after the time specified in preceding paragraph, plus any authorized extensions thereof, for completion and readiness for final payment of each portion of the Work.

5) The AUTHORITY shall pay the CONTRACTOR for the work performed as follows: Payment for the lump sum price items shall be at the price bid for actual construction complete in place.

6) The AUTHORITY reserves the right to add to or subtract from the estimated quantities or amount of work to be performed up to a maximum of 15% of the total bid price.

7) The CONTRACTOR shall 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 AUTHORITY; and that in the event any additions are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

8) The parties mutually agree and acknowledge that this is an Oklahoma AGREEMENT and any dispute shall be resolved in accordance with the Laws of the State of Oklahoma and actions if necessary shall be brought in the District Court of Cleveland County. In the event of ambiguity in any of the terms of this AGREEMENT, it shall not be construed for or against any party on the basis that such party did or did not author the same

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

10) No provision of this CONTRACT or of any such aforementioned documents shall be interpreted or given legal effect to create an obligation on the part of the AUTHORITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of the CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the 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 AUTHORITY or in any way to restrict the freedom of the AUTHORITY to exercise full discretion in its dealing with the Contractor.

11) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the AUTHORITY prior to issuance of the NOTICE-TO-PROCEED and commencement of work on the project.

12) If CONTRACTOR has 10 or more full-time employees during the term of this Agreement, and this Agreement has a value of one hundred thousand dollars ($100,000) or more, CONTRACTOR hereby represents, warrants, and covenants to the OWNER that, in accordance with and pursuant to 21 O.S. § 1289.31 (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

The following statement must be signed and notarized before this Contract will become effective.

STATE OF_____)

COUNTY OF_____)

I certify that I am the duly authorized agent of _____, CONTRACTOR.

I further certify that neither the CONTRACTOR nor the anyone subject to the his/her direction or control has paid, given or donated, or agreed to pay, give or donate to any officer or employee of the AUTHORITY, any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.

_____
(Bidder Company Name)

By: _____

_____
(printed/typed name and title)

Subscribed and sworn to before me this _____day of _____, 20____.

_____
Notary Public (or Clerk or Judge)

My Commission Expires: _____ **(SEAL)**

IN WITNESS WHEREOF, AUTHORITY and CONTRACTOR have executed this AGREEMENT;

DATED this _____ day of _____, 20__.

ATTEST

_____
Corporate Secretary (where applicable)

(Corporate Seal) (where applicable)

_____
PRINCIPAL

Signed:

_____
Authorized Representative

_____
Name and Title

Address: _____

Telephone: _____

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this _____ day of _____, 20_____.

_____
AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of

_____, 20_____.

NORMAN UTILITIES AUTHORITY

By: _____

Title: Chairman

ATTEST

_____

Secretary

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 NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, 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 successful bidder on the following PROJECT:

PROJECT WA0387, WW0392
Line Maintenance Solar Photovoltaic System Installation
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2526-190) with the AUTHORITY, dated _____ to perform and complete said 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 the 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 AUTHORITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by the PRINCIPAL or his 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 the PRINCIPAL or his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the AUTHORITY 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 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(s) on the _____day of _____, 20 ____.

(Corporate Seal) (where applicable)

ATTEST

_____
Corporate Secretary (where applicable)

_____
PRINCIPAL

Signed:

_____
Authorized Representative

_____
Name and Title

Address:

_____

Telephone:

_____

(Corporate Seal)

ATTEST

_____
Corporate Secretary

_____
SURETY

Signed:

_____
Authorized Representative

_____
Name and Title

Address:

_____

Telephone:

_____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 _____, by _____ of _____,
Name and Title Contractor
a _____corporation, on behalf of the corporation.

WITNESS my hand and seal this ____ day of _____20 _____.

_____
Notary Public

My Commission Expires: _____

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 _____, by _____ an individual.
Name and Title

WITNESS my hand and seal this ____ day of _____20 _____.

_____
Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 _____, by _____ partner (or agent) on behalf of
Name and Title

_____, a partnership.

WITNESS my hand and seal this ____ day of _____20 _____.

_____
Notary Public

My Commission Expires: _____

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this _____ day of _____, 20_____.

_____
AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of

_____, 20_____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____ _____

Title: Chairman _____ Secretary _____

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 NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, 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:

PROJECT WA0387, WW0392
LINE MAINTENANCE SOLAR PHOTOVOLTAIC SYSTEM INSTALLATION
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2526-190) with the AUTHORITY, dated _____ to perform and complete said 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, his 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 61 O.S. 1981 §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)

ATTEST

_____
PRINCIPAL

Signed:

_____
Corporate Secretary (where applicable)

_____
Authorized Representative

_____
Name and Title

Address:

_____

Telephone:

_____

(Corporate Seal)

ATTEST

_____
SURETY

Signed:

_____
Corporate Secretary

_____
Authorized Representative

_____
Name and Title

Address:

_____

Telephone:

_____

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 _____, by _____ of _____,
Name and Title
a _____corporation, on behalf of the corporation.

WITNESS my hand and seal this ____ day of _____20 _____.

_____
Notary Public

My Commission Expires: _____

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 _____, by _____ an individual.
Name and Title

WITNESS my hand and seal this ____ day of _____20 _____.

_____
Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 _____, by _____ partner (or agent) on behalf of
Name and Title

_____, a partnership.

WITNESS my hand and seal this ____ day of _____20 _____.

_____
Notary Public

My Commission Expires: _____

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this _____ day of _____, 20_____.

_____
AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of _____, 20_____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____ _____

Title: Chairman Secretary

MAINTENANCE 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 NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, 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 successful bidder on the following PROJECT:

PROJECT WA0387, WW0392
LINE MAINTENANCE SOLAR PHOTOVOLTAIC SYSTEM INSTALLATION
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2526-190) with the AUTHORITY, dated _____ to perform and complete said PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

WHEREAS, under the ordinances of the AUTHORITY, the PRINCIPAL is required to furnish to the AUTHORITY 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 AUTHORITY or expense to the AUTHORITY 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 AUTHORITY, then this obligation shall be null and void. 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 AUTHORITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

If 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 and its corporate seal to be hereunto affixed by its authorized representative(s) on the _____ day of _____, 20___.

(Corporate Seal) (where applicable)
ATTEST

_____
PRINCIPAL

Signed:

_____
Corporate Secretary (where applicable)

_____
Authorized Representative

_____
Name and Title

Address:

_____

Telephone:

_____

(Corporate Seal)

ATTEST

_____
SURETY

Signed:

_____
Corporate Secretary

_____
Authorized Representative

_____
Name and Title

Address:

_____

Telephone:

_____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 _____, by _____ of _____,
Name and Title
a _____corporation, on behalf of the corporation.

WITNESS my hand and seal this ____ day of _____20 _____.

_____
Notary Public

My Commission Expires: _____

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 _____, by _____ an individual.
Name and Title

WITNESS my hand and seal this ____ day of _____20 _____.

_____
Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 _____, by _____ partner (or agent) on behalf of
Name and Title

_____, a partnership.

WITNESS my hand and seal this ____ day of _____20 _____.

_____
Notary Public

My Commission Expires: _____

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this _____ day of _____, 20_____.

_____
AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of _____, 20_____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____ _____

Title: Chairman Secretary

GENERAL CONDITIONS

SECTION 1 – INFORMATION AND REQUIREMENTS FOR BIDDERS

1.1 CONTENT OF PROPOSAL FORMS: OWNER will furnish bidders with proposal forms which will state the general location and description of the contemplated work, and will contain a list of the items of work to be done 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. In addition to the Non-Collusion Affidavit, bidders must complete, sign and have notarized such additional affidavits as are included in the proposal.

1.2 INTERPRETATION OF PLANS AND SPECIFICATIONS: If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, they may submit to the OWNER 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, duly issued, and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The OWNER will not be responsible for any other explanations or interpretations of the proposed documents.

1.3 EXAMINATION OF DOCUMENTS AND SITE OF THE WORK: : Bidders are advised that the plans and specifications of the ENGINEER on file with the OWNER shall constitute all the information that the OWNER will furnish. No other information given by the OWNER or any official thereof prior to the execution of the contract shall ever become a part of or change the contract, plans or specifications, or be binding on the OWNER. 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; to visit the site of the work; 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 or the time required for its completion, and obtain all information required to make an intelligent proposal. Bidders shall rely exclusively upon their own estimates, investigations and other data that are necessary for full information upon which the proposal may be based. Submission of a proposal will be evidence that the Bidder has made the examinations and investigations required herein. All work is to be performed in compliance with the adopted building and electrical codes, no change order request will be rewarded for failure to meet the adopted codes even if the contract documents do not detail an item required for compliance. .

1.4 PREPARATION OF PROPOSAL: The bidder shall submit their proposal and Non-Collusion Affidavit on the forms furnished. All blank spaces in the proposal form shall be correctly filled in and the bidder shall state the prices, written in ink, both in words and numerals, for which they propose to do the work contemplated or furnish the materials required. Such prices shall be written distinctly legibly. In case of conflict between words and numerals, the words shall govern. If the proposal is submitted by a firm or partnership, the name and post office box address of each member must be given, and the proposal signed by a member of the firm or partnership who is a person duly authorized to act for the partnership in the submission of the proposal. 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 who is a person duly authorized to act for the company or corporation in the submission of the proposal. Powers of attorney, authorizing agents or others to sign proposals must be properly certified and submitted with the proposal.

1.5 PROPOSAL AFFIDAVIT: Each proposal 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 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 bidders or other persons of any part of the contract or any bid, 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.

1.6 PROPOSAL GUARANTY: Proposals will not be considered unless the original filed with the Purchasing Department is accompanied by a Bidder's Bond, or certified or cashier's check in the required amount, made payable to the "Norman Utilities Authority". 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.

1.7 FILING OF PROPOSALS: No proposals will be considered by the OWNER unless they are filed in a sealed envelope, with the Purchasing Department at their office at 225 N. Webster Ave., 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.

1.8 WITHDRAWAL OF PROPOSALS: Permission will be granted to withdraw or modify any proposal after it has been filed and before the time set for opening proposals. Request for non-consideration of proposals must be made with the Purchasing Department before the time set for opening proposals. After other proposals are opened and read, the proposal for which withdrawal is properly requested will be returned unopened.

1.9 OPENING OF PROPOSALS: The proposals filed with the Purchasing Department will be opened at the time stated in the Advertisement and shall thereafter remain on file in the Purchasing Department two (2) days before any Contract will be entered into, based on such proposals. Bidders are invited to attend the opening of the proposals.

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

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

A. Proposals/bids received after the 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 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.

1.12 DISQUALIFICATION OF BIDDERS: Bidders may 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 OWNER, or having defaulted on a previous contract.
E. Lack of competency as revealed by the Financial Statement, Experience and Equipment Questionnaire, etc.
F. Uncompleted work, which, in the judgment of the OWNER, will hinder or prevent the prompt completion of additional work if awarded.

SECTION 2 - AWARD AND EXECUTION OF CONTRACT

2.1 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 execution of the contract with the successful Bidder, the OWNER 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 OWNER will be promoted thereby.

2.2 AWARD OF CONTRACT: The OWNER 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 fourteen (14) days after opening the proposals. The awarding of the contract shall give the bidder no right of action or claim against the OWNER upon such contract until the execution of the contract shall have been completed and the contract delivered to the CONTRACTOR. The OWNER reserves the right to award all or any portion or portions of the work.

2.3 RETURN OF PROPOSAL GUARANTY: As soon as the proposal prices have been compared, the OWNER may, at its discretion, return the proposal guaranties accompanying those proposals, which in its judgment would not be considered in making the award. Should the awarding of the contract be delayed more than sixty (60) days, all Bidders' checks will be returned, unless such delay is from causes beyond the control of the OWNER, and in such event, the proposal and Bidder's Check of any Bidder will be returned at the Bidder's option.

2.4 BONDS - PERFORMANCE, STATUTORY, AND MAINTENANCE:

A. With the execution and delivery of the Contract, the CONTRACTOR shall furnish and file with the OWNER, in the amounts required, the following surety bonds:

   1. 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 OWNER and all property owners interested, against any damage by reason of negligence of the CONTRACTOR, or the improper execution of the work or the use of inferior materials.

   2. 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.

   3. 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 of two (2) years from and after the time of the completion and acceptance by the OWNER of said improvements.

   4. Should repairs on the project be necessary during the maintenance bond period, the repairs made shall also be bonded for the greater of, an additional 1-year period from the date of completion and acceptance of the repair work by the OWNER, or the end of the established two (2) year maintenance period.

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

C. 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.

2.5 EXECUTION OF CONTRACT

A. The person or persons, partnerships, company, firm or corporation to whom a contract is awarded shall, within the time set forth in the proposal, sign the necessary agreements entering into the required contract with the OWNER, and execute and deliver the required bonds.

B. No contract shall be binding on the OWNER until it has been reviewed by the OWNER, executed by the OWNER, and delivered to the CONTRACTOR.

2.6 FAILURE TO EXECUTE CONTRACT: Upon failure of the Bidder to execute the required bonds or to sign the required contract within ten (10) days 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 OWNER 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 OWNER will suffer by reason of such failure on the part of the Bidder and shall thereupon be retained by the OWNER as liquidated damages. The filing of a proposal will be considered as an acceptance of this provision.

SECTION 3 - SCOPE OF WORK

3.1 MEANING AND INTENT OF PLANS AND SPECIFICATIONS

A. It is the intent of these Bid Documents to prescribe a complete work or improvement, which the CONTRACTOR undertakes to do in full compliance with the adopted building and electrical codes, specifications, special provisions, proposal and contract. The CONTRACTOR shall do all work as provided in the specifications, codes, special provisions, 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. They shall furnish all labor, materials, tools, equipment and incidentals necessary to the prosecution of the work, unless otherwise specified.

B. The CONTRACTOR shall be responsible for producing all engineering drawings, structural calculations, and submittals necessary to complete the work. The CONTRACTOR shall examine the site and all existing conditions prior to bidding, and shall require their various subcontractors and materials suppliers to provide items of work consistent with these specifications and to provide all necessary utility connections, including OG&E interconnection.

C. The OWNER shall decide the meaning and intent of any portion of the specifications, and of any plans or drawings where same may be found obscure or be in dispute.

D. It is the intent that this be a complete project as far as the Contract Documents (contract, drawings and specifications) set forth. It is not the intent that different phases of the work on this project be delegated to various trades and subcontractors by the Contract Documents. The CONTRACTOR must make their own contracts with the various subcontractors, setting forth the work these subcontractors will be held responsible for. The CONTRACTOR, alone, will be held responsible by ENGINEER and OWNER for the complete project.

E. Where the words "furnish", "provide", and/or "install" are used, it shall be interpreted to mean that the CONTRACTOR is responsible for furnishing, providing and installing, ready for successful and continuous use, all items of work, whether by their own efforts or their subcontractors and suppliers. The words "Contractor shall" in most instances have been omitted and simple directive statements have been made. These omitted words shall be supplied by inference. Omission of these words shall not release the CONTRACTOR from any work called for on this project. The CONTRACTOR shall provide all items, articles, materials, operations or methods listed, mentioned or scheduled, either on the drawings or in the specifications, or both, including all labor, materials, equipment and incidentals necessary and required for completion.

3.2 SPECIAL PROVISIONS: Should any work or any conditions which are not thoroughly or satisfactorily stipulated or covered by the general or standard conditions be anticipated on any proposed work, "Special Conditions" for such work shall be prepared and shall be considered as a part of the specifications and contract.

3.3 INCREASED OR DECREASED QUANTITIES OF WORK:

A. The OWNER 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 allowance 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.

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

3.4 ALTERATIONS OF PLANS AND SPECIFICATIONS: The OWNER reserves the right to make such changes in the plans and 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.

3.5 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 in writing by the OWNER.

3.6 FINAL CLEANING UP: Upon completion of the work, and before acceptance and final payment will be made, the CONTRACTOR shall clean and remove from the site of the work surplus and discarded materials, temporary structures, and debris of any kind. They shall leave the site of the work in a neat and orderly condition. Waste materials removed from the site of the work shall be disposed of at locations satisfactory to the ENGINEER.

SECTION 4 - CONTROL OF WORK AND MATERIALS

4.1 AUTHORITY OF OWNER: All work shall be done under the supervision of the OWNER 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 plans and specifications, acceptable fulfillment of the contract, compensation mutual rights between contractors under these specifications, and suspension of work. The OWNER 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 decision and estimates shall be final and binding on the CONTRACTOR. Their estimate in such event shall be a condition precedent to the right of the CONTRACTOR to receive money due him under the contract.

4.2 CONFORMITY WITH PLANS, ALLOWABLE DEVIATIONS: All deviations from the specifications will be accomplished by Change Orders prepared by the ENGINEER. All Change Orders shall be in writing and shall be reviewed by the OWNER before the work is commenced. Change Orders submitted to the OWNER for review shall bear the signature of the ENGINEER, and shall be provided hereinafter. Change Orders will not be granted where contractor failed to comply with the adopted building and electrical codes of the Jurisdiction.

4.3 DETAIL SHOP AND WORKING DRAWINGS FURNISHED BY CONTRACTOR: The CONTRACTOR shall submit to the OWNER for review, such additional shop and working drawings of structures or equipment as may be required and, prior to the acceptance of such drawings by the OWNER, any work done or materials ordered shall be at the CONTRACTOR's risk. The Contract price shall include the cost of furnishing such drawings.

4.4 COORDINATION OF PLANS, SPECIFICATIONS, PROPOSAL, AND SPECIAL PROVISIONS: These specifications, the Proposal, Special Conditions 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, figured dimensions shall govern over scaled dimensions; Specifications shall govern over Plans; Special Conditions shall govern over General Conditions and the quantities shown in the Proposal shall govern over those shown on the Plans. The CONTRACTOR shall take no advantage of any apparent error or omission in the plans and 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, they shall immediately call such error or discrepancy to the attention of the OWNER.

4.5 COOPERATION OF CONTRACTOR: The CONTRACTOR shall give to the work the consistent attention necessary to facilitate the program thereof, and they 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 specifications and shall receive and fulfill instructions from the OWNER or their representative. The CONTRACTOR and their Superintendent shall provide all reasonable facilities to enable the OWNER and their inspectors to inspect the workmanship and materials entering into the work.

4.6 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 difference between actual dimensions and the measurements indicated on the drawings, and any differences which may be found shall be submitted to the OWNER for consideration before proceeding with the work.

4.7 SOURCE OF SUPPLY AND QUALITY OF MATERIALS: The CONTRACTOR shall not start delivery of materials until the OWNER has reviewed 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 acceptance by the OWNER, and only so long as the quality of said material remains equal to the requirements of the specifications. The CONTRACTOR shall furnish accepted materials from other sources, if for any reason the product from any source at any time before commencing or during the prosecution of the work proves unacceptable. After acceptance, any material which has become mixed with or coated by dirt or any other foreign substance during its delivery and handling shall not be used in the work.

4.8 APPROVAL OF MATERIALS: Before ordering materials, the CONTRACTOR shall make written request to the OWNER for review and acceptance of, the use of any materials, construction, etc., other than those mentioned as standard in the specifications or so indicated on the drawings, and obtain their acceptance of materials, construction, etc., proposed for use when "accepted" materials or work are specified without mentioning any standard by name. The terms "accepted" or "accepted equal" shall mean accepted by the OWNER.

4.9 SAMPLES AND TESTS OF MATERIALS: The CONTRACTOR shall submit samples of materials, finish appliances, etc., when required by the OWNER; all such samples must be accepted by the OWNER in writing before work is executed, and all work shall conform in all respects to accepted samples. Work not conforming to accepted samples will be rejected and the CONTRACTOR shall remove such non-conforming work and replace it with work that does conform. If submittals are not accepted, others shall be submitted until satisfactory samples have been accepted. Where, in the opinion of the OWNER or called for in the specifications, tests of materials are necessary, the OWNER will pay the cost of all initial testing of which passes the requirements. The CONTRACTOR will pay for two (2) passing tests for each failed test. This cost will be deducted from the CONTRACTOR's Pay Estimate. Tests, unless otherwise specified, are to be made in accordance with the latest standard methods of the American Society for Testing Materials. All tests shall be made by a laboratory acceptable to the OWNER and the OWNER. The CONTRACTOR shall provide such facilities as may be required for collecting and forwarding samples, and shall not use the materials represented by the samples until tests have been made and reviewed by the OWNER. All field tests shall be made by a representative of an approved testing laboratory. Testing shall be performed as specified in the Special Conditions or Specifications unless otherwise required by the OWNER.

4.10 GUARANTY: Unless otherwise specified in the Special Conditions, the CONTRACTOR shall guarantee the work for two (2) years from date to acceptance by OWNER. Neither the final certificate, nor payment, nor any provisions in the contract documents, shall relieve him of responsibility for negligence or faulty materials or workmanship within the extent and period provided; and upon written notice from the OWNER, they shall remedy any defects due thereto and pay all expenses for any damages to other work resulting therefrom.

4.11 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 OWNER, 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.

4.12 INSPECTION

A. The CONTRACTOR shall furnish the OWNER with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the plans and specifications. If the OWNER 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 portion of the work to the condition required by the specifications. Before concealment of work the

CONTRACTOR should notify the OWNER and allow for inspection and before concealment it should be inspected and approved by the municipal inspector.

B. Should the work thus exposed by the examination prove acceptable, the cost of uncovering or removing and the replacing of 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 the CONTRACTOR to the OWNER, then the cost of the uncovering or removing and the replacing of the covering or making good of the parts removed shall be borne by the CONTRACTOR, regardless of whether or not the work examined proved acceptable or unacceptable. Any work done or materials used without suitable supervision or inspection by the OWNER may be ordered removed and replaced at the CONTRACTOR's expense.

4.13 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

A. 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.

B. 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 OWNER may not be measured and paid for and may be ordered removed at the CONTRACTOR's expense.

C. Upon the failure of the CONTRACTOR to satisfactorily repair or to remove and replace, if so directed, any rejected, unauthorized or condemned work and materials immediately after receiving notice from the OWNER, the OWNER 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 to the CONTRACTOR. If the OWNER deem it inexpedient to correct work injured or done not in accordance with the contract, an equitable deduction from the contract price shall be made therefor.

4.14 FINAL INSPECTION: The OWNER 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 OWNER 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. Additionally, before final inspection by the OWNER the permit should have Final Inspections approved and the application successfully closed out.

SECTION 5 - LEGAL RELATION AND RESPONSIBILITY TO THE PUBLIC

5.1 LAWS TO BE OBSERVED: The CONTRACTOR shall, at all times, observe and comply with all Federal and State laws and City of Norman 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.

5.2 CONTRACTOR TO DEFEND, INDEMNIFY, AND SAVE HARMLESS – VIOLATIONS: The CONTRACTOR and their Surety shall defend, indemnify, and save harmless the OWNER 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.

~~5.3~~ **PERMITS AND LICENSES:** The CONTRACTOR shall procure all permits and licenses, pay all charges or fees. The cost of permits/licenses and reinspection fees shall be paid by the CONTRACTOR. ~~and give all notices necessary and incidental to the due and lawful prosecution of the work. The expense of all permits required by the OWNER shall be paid by the OWNER.~~

5.4 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 rights-of-way involved in the work.

5.5 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 OWNER and of the State of Oklahoma shall be strictly complied with.

5.6 PUBLIC CONVENIENCE AND SAFETY

A. Materials stored about the work shall be so placed, and the work shall at all times be so conducted to provide for public safety and convenience, and to cause no greater inconvenience for the traveling public than is considered necessary by the ENGINEER. A work zone traffic control plan shall be provided and accepted by the OWNER's Traffic Engineer prior to commencing any work. The CONTRACTOR shall make provisions, 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 or unnecessary in the opinion of the ENGINEER, the CONTRACTOR may make arrangements satisfactory to the ENGINEER and OWNER for the diversion of traffic; and shall, at their own expense, provide all materials and perform all work necessary for the construction and maintenance of roadways and bridges for the diversion of traffic. Sidewalks must not be obstructed unless by special permission of the ENGINEER, subject to review by the OWNER.

B. Neither the materials excavated nor the construction materials excavated nor the construction materials or plant used in the construction of the work, shall be placed so as to endanger the work or prevent free 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 OWNER reserves the right to remedy any neglect on the part of 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 either case, the cost of such work done by the OWNER shall be deducted from monies due or to become due the CONTRACTOR.

C. When the CONTRACTOR is required to construct temporary culverts or bridges, or make other arrangements for crossing over ditches or streams, their responsibility for accidents shall include the roadway approaches as well as the structures of such crossings..

5.7 PROTECTION OF PROPERTY: The CONTRACTOR shall protect the work and adjacent property from damage resulting from carelessness or other causes or by reason of the action of the elements until the entire work is completed and accepted. The work shall be entirely at the CONTRACTOR's risk, and the OWNER assumes no responsibility whatever for damage or loss to any of the work or adjacent property by reason of the CONTRACTOR's judgment.

5.8 CONTRACTOR'S CLAIM FOR DAMAGES: Should the CONTRACTOR claim compensation for any alleged damage by reason of the acts or omissions of the OWNER, they shall within ten (10) days after the sustaining of such damage, make a written statement to the OWNER setting out in detail the nature of the alleged damage. On or before the twenty-fifth (25th) day of the month succeeding that in which any such damage is claimed to have been sustained, the CONTRACTOR shall file with the OWNER an itemized statement of the details and amount of such damage, and upon request shall give the OWNER access to all books of account, 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.

5.9 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

OWNER 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 OWNER. 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 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 of the OWNER's property.

5.10 DELAYS AND EXTENSIONS OF TIME

A. If the CONTRACTOR is delayed at any time in the progress of the Work by any act or neglect of the OWNER, or by any employee of either, or by any separate contractor employed by the OWNER, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the CONTRACTOR's control, or by delay authorized by the OWNER pending arbitration, or by any other cause which the OWNER determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the OWNER may determine.

B. Any claim for extension of time shall be made in writing to the OWNER not more than twenty (20) days after the commencement of the delay, otherwise it shall be waived. In the case of continuing delay only one claim is necessary. The CONTRACTOR shall provide an estimate of the probable effect of such delay on the progress of the Work.

5.12 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 OWNER, unless duly authorized to do so by the OWNER.

5.13 CONTRACTOR'S RESPONSIBILITY FOR THE WORK: Until written acceptance by the OWNER as provided for in these specifications, the work shall be under the charge and care of the CONTRACTOR, and they shall take every necessary precaution to prevent injury or damage to the work or any part thereof by the action of the elements or from any other of the 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.

5.14 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 OWNER or their authorized assistants, either personal or as officials of the OWNER, it being understood that in such matters they act as the agent and representative of the OWNER.

5.15 WAIVER OF LEGAL RIGHTS: Inspection by the OWNER or by any of their duly-authorized representatives, any order, measurement or certificate by the OWNER, any order by OWNER for the payment of money, any payment for or acceptance of any work, or any extension of time or any possession taken by the OWNER, shall not operate as a waiver of any provisions of the contract or any power therein provided. Any waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach. The OWNER 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 OWNER 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.

5.16 CONTRACTOR'S INDEMNIFICATION

A. The CONTRACTOR shall not commence work under this contract until they have obtained all insurance required under this specification, and such insurance has been reviewed by the OWNER, 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 accepted.

B. The CONTRACTOR shall indemnity and hold harmless the OWNER and its agents and employees from and against all claims, damages, losses and expenses; including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury,

sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

C. In any and all claims against the OWNER or any of their agents or employees, by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor under Workmen's Compensation acts, disability benefit acts, or any other employee benefit acts.

D. The obligation of the CONTRACTOR shall not extend to the liability of the OWNER, their agents or employees, arising out of (1) the preparation of approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or (2) giving of or the failure to give directions of instructions by the OWNER, their agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

5.19 INSURANCE

A. The CONTRACTOR shall not commence work under this contract until they have obtained all insurance required under this Specification and such insurance has been reviewed and accepted by the OWNER, 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 reviewed. The limits of liability under this section shall provide coverage for not less than the following amounts or greater where required by law.

1. ***Compensation and Death Liability Insurance***: The CONTRACTOR shall furnish 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 ($100,000) 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.

2. 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 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:

i) *Bodily Injury Liability* in the amount of not less than $100,000.00 for injuries including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than $300,000.00 for one accident.

ii) *Property Damage Liability Limits* shall be carried in the amounts of not less than $100,000.00 for any one accident and an aggregate limit of $100,000.00.

(b) *OWNER's Insurance.* CONTRACTOR shall provide Owner's Protective Liability Insurance with the OWNER as the name insured, and the ENGINEER as additional insured, to protect the OWNER and ENGINEER against claims arising out of operations of CONTRACTOR and other independent contractors, as well as omissions of supervisory acts of the OWNER and ENGINEER in connection with the performance of the contract covered by these specifications in the following minimum amounts.

i) *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 $2,000,000 for one accident.

ii) *Property Damage Liability* shall be carried in the amounts of not less than $100,000.00 for any one accident and an aggregate limit of $100,000.00.

(c) *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 therefrom, 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:

i) Operation and Premises

ii) Independent Contractor Protective Liability

iii) Contractual Liability

iv) Explosion, Collapse, or Underground Damage

(d) *Liability Limits.* The limits of Liability for property damage, including accidental death, shall be $2,000,000.00 per occurrence and a total limit of $2,000,000.00 for all Completed Operations - Products bodily injury claims during a single policy year. The limits of liability for property damage shall be $2,000,000.00 per occurrence and $2,000,000.00 aggregate limit individually each for operations, Independent Contractor Protective, and Contractual for each project, and $2,000,000.00 aggregate limit for Completed Operation - Product damage during a single policy year.

(e) *Comprehensive Automobile Liability*. This insurance shall cover owned, hired, or 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 for each person and $2,000,000 each occurrence, and $500,000 of property damage each occurrence.

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

C. Before awarding a contract, the OWNER will be furnished a binder or certificate of insurance showing the coverage to be in effect.

5.20 LIENS: Neither the final payment nor any part of the retained percentage shall become due until the CONTRACTOR, if required, shall deliver to the OWNER a complete release of all liens arising out of this contract, or receipts in full in lieu thereof, and if required in either case an affidavit that so far as they have knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; both the CONTRACTOR may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the OWNER to indemnity him against any lien. If any lien remains unsatisfied after all payments are made, the CONTRACTOR shall refund to the OWNER all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

5.21 TRANSPORTATION TAX: Said tax exemptions are not to be applicable to Norman Utilities Authority projects wherein CONTRACTOR provides for all materials necessary to complete the project responsibilities.

5.22 PROTECTION AND RESTORATION OF PROPERTY

A. CONTRACTOR shall be responsible for all damage or injury to property of any character resulting from any neglect or misconduct in the manner or method of executing the 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 neglect or misconduct in the execution of the work in consequence of the non-execution thereof on the part of the CONTRACTOR, they shall repair at their expense such damage to a condition similar or equal to that existing before such damage or injury was done; by repairing, rebuilding or otherwise.

B. In case of the failure on the part of the CONTRACTOR to repair such damage or make good such damage or injury, the OWNER 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.

5.24 PROTECTION AND PRESERVATION OF LAND MONUMENTS AND PROPERTY LINE MARKS: The CONTRACTOR shall protect carefully from disturbances or damages 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 OWNER, 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 OWNER ample notice, the OWNER may deduct the cost of re-establishing such monument or marks from any monies due or to become due the CONTRACTOR.

SECTION 6 - PROSECUTION AND PROGRESS

6.1 SUBLETTING OF WORK

A. The CONTRACTOR shall not employ any subcontractor on the work without prior written acceptance of the ENGINEER and the OWNER.

B. Subcontractors proposed for any part of the work and all subcontractors must be accepted by the OWNER in writing within thirty (30) days after the award of the contract.

C. The OWNER will not recognize any subcontractor on the work. The CONTRACTOR shall at all times when work is in operation be represented either in person or by a qualified superintendent or other designated representative. If the CONTRACTOR sublets the whole or any part of the work to be done under this contract, they will not under any circumstances 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 OWNER shall take appropriate action to dismiss the CONTRACTOR. In this event, the CONTRACTOR will have no claims (such as lost profit, etc.), due to their breach of this provision. All transactions of the OWNER shall be with the CONTRACTOR. Subcontractors will be considered only in the capacity of the employees or workmen and shall be subject to the same requirements as to character and competency.

6.2 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 OWNER in writing, accepted by the Norman Utilities Authority, 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 OWNER, 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 OWNER as liquidated damages for the reason that it would be impracticable and extremely difficult to fix the actual damages.

6.3 PROSECUTION OF WORK: The CONTRACTOR shall begin the work to be performed under the contract within the time limit stated in the Advertisement, Proposal and Contract, and shall conduct the work in such a manner and with

sufficient equipment, materials and labor as 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 the OWNER. Should the prosecution of the work for any reason be discontinued by the CONTRACTOR, they shall notify the OWNER at least twenty-four (24) hours in advance of resuming operations.

6.4 LIMITATION OF OPERATIONS: The CONTRACTOR shall conduct their work so as to create a minimum amount of inconvenience to the public. At any time when the CONTRACTOR, in the judgment of the OWNER, 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 OWNER may require the CONTRACTOR to finish the section on which work is in progress before work is started on any additional section.

6.5 CHARACTER OF WORKMEN AND EQUIPMENT:

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

B. All workers shall have sufficient skill and experience to properly perform the work assigned them. All workers 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 OWNER may take action as above prescribed.

C. The CONTRACTOR shall furnish such equipment as is considered necessary for the prosecution of the work in an acceptable manner and at a satisfactory rate of progress. All equipment, tools and machinery used for handling materials and executing any part of the work shall be subject to review by the OWNER and shall be maintained in a satisfactory working condition. Equipment on any portion of the work shall be such that no injury to the work or adjacent property will result from its use. Equipment shall meet applicable safety and environmental standards.

6.6 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 OWNER to do so. Eight (8) hours shall constitute a day's work, and the CONTRACTOR shall observe all State Laws and City Ordinances governing the hours of work.

6.7 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 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.

6.8 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 OWNER 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 accepted by the OWNER and the Norman Utilities Authority. 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 also any suspensions ordered by the OWNER 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.

6.9 TEMPORARY SUSPENSIONS

A. The OWNER 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.

B. If it should become necessary to stop work for an indefinite period, the CONTRACTOR shall store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily, nor become damaged in any way, and they 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.

C. The CONTRACTOR shall not suspend work without written authority from the OWNER, and shall proceed with the work promptly when notified by the OWNER to resume operations.

6.10 SUSPENSION OF WORK AND ANNULMENT OF CONTRACT

A. The work or any portion of the work under contract shall be suspended immediately on written order of the OWNER, a copy of such notice to be served upon the CONTRACTOR's Surety, or the contract may be annulled by the OWNER for any good cause or causes, among others of which special reference is made to the following:
   1. Failure of the CONTRACTOR to start work within the time limit specified.
   2. Substantial evidence that the progress being made by the CONTRACTOR is insufficient to complete the work within the specified time.
   3. Failure of the CONTRACTOR to provide sufficient and proper equipment for properly executing the work.
   4. Deliberate failure on the part of the CONTRACTOR to observe any requirements of these specifications or to comply with any orders given by the OWNER, as provided for in these specifications.
   5. Failure of the CONTRACTOR to promptly make good any defects in materials or workmanship or any other nature, the correction of which has been directed in writing by the OWNER.
   6. Substantial evidence of collusion for the purpose of illegally procuring a CONTRACTOR perpetrating fraud on the OWNER in the construction of work under contract.

B. 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 any part thereof as the OWNER shall designate, whereupon the Surety may at its option assume the contract or that portion thereof which the OWNER has ordered the CONTRACTOR to discontinue, and may perform the same; or may, with the written consent of the OWNER, accepted by the OWNER, 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. The surety, in such event, shall assume the CONTRACTOR's place in all respects and shall be paid by the OWNER 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 the terms of the contract.

C. In the event the Surety does not, within the time hereinbefore specified, exercise its rights and option to assume the contract or that portion thereof which the OWNER has ordered the CONTRACTOR to discontinue then the OWNER 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 OWNER shall have the right to take possession of and use any 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 the same, and to charge to the account of the CONTRACTOR the expenses of said contract for labor, materials, tools, equipment and expenses incident thereto. The expense so charged shall be deducted by the OWNER out of such monies as may be due or may at any time thereafter become due the CONTRACTOR under any by virtue of the contract or any part thereof. The OWNER shall not be required to obtain the lowest bid for the work of completing the contract, but the expense to be deducted shall be the actual cost of the 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 at liquidated damages as hereinabove 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 OWNER on notice from the OWNER of the excess so due. When any particular part of the work is being carried on by the OWNER 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 workman employed as above provided by the OWNER.

6.11 TERMINATION OF CONTRACT: The contract will be considered fulfilled, save as provided in any bond or bonds or by law, when all the work has been completed, the final inspection made by OWNER, and final acceptance and final payment made by the OWNER.

SECTION 7 - PAYMENT

7.1 MEASUREMENT OF QUANTITIES: The determination of quantities of work acceptably completed under the terms of the contract, or as directed by the OWNER, in writing, will be made by the OWNER, based on measurements taken by their assistants. These measurements of quantities will be taken according to the plan units. When materials are measured in the vehicle, the measurement will be taken at the point of delivery. When required by the OWNER, the capacity of all vehicles shall be plainly marked on each vehicle, and the capacity or marking shall not be changed without the permission of the OWNER.

7.2 APPLICATION FOR PAYMENT

A. At least twenty days before any payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to OWNER a certification by the supervising architect or engineer, or other supervisory official if no supervisory architect or engineer is employed for the project, that work for which payment is claimed has been performed and that such work conforms to the plans and specifications for the project. Payment may be delayed or not processed without use of the proper certification form. Non-standard forms not provided by the OWNER 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.

B. **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.

7.3 SCOPE OF PAYMENT

A. 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 OWNER; 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.

7.4 The payment of any current or partial estimate prior to final acceptance of the work by the OWNER 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 material used in or about the constructions 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 OWNER shall be the sole judge of such defects, imperfections, or damage and the CONTRACTOR shall be liable to the OWNER for failure to correct the same as provided herein. **PAYMENT FOR EXTRA WORK**

A. The extra work completed by the CONTRACTOR as authorized and accepted by the OWNER 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 superintendents' and timekeeper's services, all insurance, and all other overhead expense incurred in the prosecution of the extra work.

B. Payments for extra work will be made by one or more of the following methods:
   1. Unit prices agreed on in writing by the OWNER and the CONTRACTOR and accepted by the City Council before said work is commenced, subject to all other conditions of the Contract. (For Contracts over $1,000,000, the maximum amount will be 10%.)
   2. A lump sum price agreed on in writing by the OWNER and the CONTRACTOR and accepted by the City Council before said work is commenced, subject to all other conditions of the Contract.
   3. The actual costs including labor, materials, tools, equipment, and field supervision of such extra work plus fifteen percent (15%), which fifteen percent (15%) is hereby understood and agreed to include all overhead expense and profits, when agreed upon in writing by the OWNER and the CONTRACTOR, and accepted by the City Council before said work is commenced; subject to all other conditions of the Contract. For Contracts in excess of $1,000,000, overhead expense and profit is limited to 10%.

C. The CONTRACTOR shall, on or before the tenth (10) day of the month succeeding that in which any extra work shall have been performed, file with the OWNER their claim and an account giving the itemized cost of such work and shall give the OWNER access to all accounts, bills, and vouchers relating thereto. If the estimate exceeds one hundred dollars ($100) in amount, ninety percent (90%) of such estimated sum will be paid if approved.

7.5 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, there 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 the subsequent estimate until the defects have been remedied or the cause for doubt removed.

7.6 ACCEPTANCE AND FINAL PAYMENT: Upon completion of any Contract and before final acceptance, a final inspection must be made by the OWNER to determine whether the work has been completed in accordance with the Contract and Specifications. Final payment should only be made after all permitted work is complete and all Inspections are fully approved, and the application/permits are all successfully closed out. 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.

SPECIAL PROVISIONS

SECTION 1 –GENERAL

1.1 APPROVED BIDDER LIST: BIDDER must be registered and must have purchased a set of Bid Documents from the OWNER to submit a bid on this project.

1.2 QUALIFICATIONS: In determining the Lowest and Best Responsible Bid, the following elements will be considered:

A. Demonstrate experience and proficiency in solar energy installations through a minimum of three (3) years of solar energy project installations and through the demonstrated installation of a minimum of five (5) solar PV projects. A minimum of three (3) of the five (5) projected shall have been installed in Oklahoma.

B. Be licensed to conduct business in Oklahoma registered with the Oklahoma Secretary of State and registered with the Construction Industries Board.

C. Include on the project team at least one (1) licensed electrical contractor holding Oklahoma privileges.

D. Include on the project team at least one (1) individual holding a minimum NABCEP Associate-level certification. Preference will be given to firms with NABCEP Board-certified PV Installation Professional credential holders on the project team.

The BIDDER shall provide documentation demonstrating compliance with all qualifications listed above as part of the Qualification Statement submitted with the bid. The OWNER reserves the right to verify all stated qualifications and to disqualify any BIDDER who cannot demonstrate compliance.

1.3 SAFETY: The CONTRACTOR and any subcontractor(s) shall comply with the safety standards and provisions of applicable laws, building and construction codes, and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America as well as the requirements of the Occupational Safety and Health Administration (OSHA). Particular attention should be given to OSHA's Construction Standards for Excavation, 29 CFR Part 1926, Subpart P.

However, safety is solely the responsibility of the CONTRACTOR and any subcontractor(s). The OWNER will not monitor safety practice and assumes no liability whatsoever for safety. The CONTRACTOR's foreman shall act (on site) as the safety expert and will perform daily inspections. If the OWNER sees questionable practices and procedures, he may bring them to the attention of the foreman. If the action is not corrected, the OWNER may bring them to the attention of OSHA.

1.4 SITE RESTORATION: CONTRACTOR shall restore the project site to conditions equal to or better than those existing prior to the start of this project.

SECTION 2 – TECHNICAL

2.1 CONSTRUCTION TESTING: All construction testing required during the installation phase shall be performed by the CONTRACTOR as no additional cost to the OWNER. This includes , at a minimum: polarity, checks of all DC circuits prior to inverter connection, insulation resistance testing of DC wiring, continuity testing of all protective earth and grounding conductors, and open-circuit voltage verification of each string. The CONTRACTOR shall document all test results in writing and provide those records to the OWNER upon request. Any deficiencies identified during construction testing shall be corrected by the CONTRACTOR before installation processed. Construction testing records shall be included in the project closeout package as required under Section 2.10.

2.2 SOLAR PHOTOVOLTAIC MODULES: Solar PV modules shall be rated at a minimum of 500 W DC each, with a minimum of 176 modules required to meet the 88kW DC system capacity. Modules shall be Bloomberg Tier 1 rated at time of procurement. Modules shall carry a minimum 25-year linear power output warranty. Modules shall be new equipment; used, reconditioned, aftermarket, or grey-market products will not be accepted. All modules shall be listed and labeled by a Nationally Recognized Testing Laboratory (NRTL) and shall comply with UL 1703 or UL 61730 for

design qualification. All modules, inverters, and racking shall be of the same manufacturer and product line for each array.

2.3 INVERTERS: Inverters shall be string, microinverter, or power optimizer configuration as proposed by the CONTRACTOR and approved by the OWNER. All inverters shall be UL 1741 listed and shall comply with IEEE 1547 for interconnection with the OG&E distribution system. Inverters shall carry a minimum 10-year manufacturer warranty. Inverters shall include integrated arc fault and ground fault protection with automatic shutdown upon fault detection. The CONTRACTOR shall dispatch qualified personnel to the site within 24 hours of any detected fault to locate the fault and make necessary repairs. Inverters shall include rapid shutdown capability in compliance with the current adopted edition of the National Electric Code (NEC) Article 690.12. Inverters shall not be installed in direct sun on roof; where possible, inverters shall be located indoors in a ventilated utility space or in a code-compliant outdoor enclosure protected from direct weather exposure.

2.4 RACKING AND MOUNTING SYSTEM: The racking and mounting system shall be engineered for compatibility with the existing standing seam metal roof at 2705 E. Robinson St. and shall be designed by an Oklahoma licensed professional engineer to withstand Oklahoma wind uplift and applicable snow load requirements per ASCE 7 and listed PV mounting system in accordance with UL 2703 and local building codes. All racking and hardware components shall be of corrosion-resistant material such as stainless steel, aluminum, or hot-dipped galvanized steel. Racking and mounting hardware shall carry a minimum 10-year manufacturer warranty. Prior to installation, the CONTRACTOR shall engage the roof warranty holder to confirm that the proposed installation will not void that warranty. Documentation of the warranty holder's findings and any resolutions shall be provided to the OWNER.

2.5 ELECTRICAL WIRING, CONDUIT, AND DISCONNECTS: All electrical work shall be performed by or under the direct supervision of a licensed Oklahoma electrical contractor. All wiring, conduit, overcurrent protection, disconnects, and grounding shall comply with the current adopted edition of the NEC, and all applicable City of Norman requirements. All hardware and conductors shall be rated for outdoor use and UV exposure where exposed. All conduit shall be rigid metal conduit or intermediate metal conduit where exposed or subject to damage. Labeling of circuits, disconnects and combiner boxes shall comply with NEC requirements. Labels shall be UV-rated for outdoor installation and permanently affixed.

2.6 UTILITY INTERCONNECTION: The CONTRACTOR shall obtain all required interconnection agreements with OG&E and shall coordinate all inspections and approvals with OG&E and the City of Norman. The system shall be configured for bi-directional net metering compatible with OG&E's current net metering program. A bi-directional revenue-grade utility grade meter compatible with OG&E metering requirements shall be furnished and installed as part of this contract. Copies of all executed interconnection agreements and OG&E approvals shall be provided to the OWNER as part of the closeout package.

2.7 PERMITS AND INSPECTIONS: The CONTRACTOR shall obtain all permits required for this project, including but not limited to building permit, electrical permit, and any utility or right-of-way permits required by the City of Norman or OG&E. All permit fees shall be included in the contract lump sum price. The CONTRACTOR shall schedule and coordinated all required inspections with the City of Norman and OG&E. All costs of permits, licenses, inspections, and corrections will be the responsibility of the CONTRACTOR. No system component shall be energized prior to receipt of all required inspection approvals. Copies of permits and permit close-out documentation shall be included in the project closeout package as required in Section 2.10.

2.8 SOLAR PRODUCTION MONITORING SYSTEM: The production monitoring system shall be capable of providing real-time and historic energy production data accessible via web portal and mobile application and shall be capable of integration with at least one of the City's existing solar monitoring platforms. The CONTRACTOR shall coordinate with the OWNER prior to finalizing the monitoring system selection to confirm compatibility with existing City platforms. Monitoring hardware shall be compatible with the installed inverter system. A minimum 5-year subscription shall be included int eh contract price. The CONTRACTOR shall configure all monitoring accounts with credential assigned to the OWNER, provide on-site staff training prior to project closeout, and submit all monitoring credentials and user documentation as part of the closeout package.

2.9 COMMISSIONING AND ACCEPTANCE TESTING: Prior to requesting final payment, CONTRACTOR shall commission the completed system. The CONTRACTOR shall provide not less than two (2) working days notice prior to the anticipated testing date. The OWNER reserve the right to be present during all testing. Acceptance shall not be granted until: all required inspection approvals have been received; grid interconnection has been confirmed by OG&E; the system has generated electric energy consistent with modeled output adjusted for actual weather conditions during the ten (10) continuous day test period. Any deficiencies identified during commissioning shall be corrected by the CONTRACTOR prior to final acceptance. The CONTRACTOR shall provide a written commissioning report documenting all test results, measured system output and confirmation of the minimum projected annual production of 121,136 kWh. This report shall be included in the project closeout package.

2.10 PROJECT CLOSEOUT: Within 30 days of final acceptance, the CONTRACTOR shall deliver to the OWNER a complete closeout package including: as-built drawings; all equipment warranties and warranty registration documentation; operation and maintenance manuals for all major system components; construction testing records; copies of all permits and permit close-out documentation; copies of all executed interconnection agreements and OG&E approvals; the written commissioning report; and monitoring system credentials and user documentation.

2.11 SITE RESTORATION: Upon completion of the work, the CONTRACTOR shall restore the project site, including the roof surface and all surrounding areas, to pre-construction conditions equal to or better than those existing prior to commencement of work. All debris, excess materials, packaging, removed equipment, and temporary structures shall be removed from the site and disposed of in accordance with applicable laws and regulations. The roof surface shall be jointly inspected by the CONTRACTOR and the OWNER or OWNER's representative, and any damage caused by CONTRACTOR operations shall be repaired at the CONTRACTOR's expense prior to final acceptance.

2.12 WARRANTIES: All workmanship and installed materials shall be warranted by the CONTRACTOR for a minimum of five (5) years from the date of final written acceptance by the OWNER. Manufacturer warranties shall be as follows: solar panels – minimum 25-year linear performance warranty; inverters – minimum 10-year manufacturer warranty; racking and mounting hardware – minimum 10-year manufacturer warranty. All warranty documents shall be assigned to the OWNER and included in the project closeout package. Should any warranted component fail or perform below specified levels during the warranty period, the CONTRACTOR shall repair or replace the defective equipment at the CONTRACTOR's expense.

PART 5 – SCOPE OF WORK, DRAWINGS, AND LOCATIONS

Line Maintenance Solar Photovoltaic System Installation

2705 E. Robinson St., Norman, Oklahoma 73071

SCOPE OF WORK

1. All site safety is the responsibility of the Contractor. Provide proper safety measures before and during duration of the project.
    a. Contractor shall conduct a pre-construction site visit and roof assessment to verify existing conditions, structural capacity, electrical infrastructure, and OG&E interconnection requirements prior to finalizing system design.
    b. Contractor shall submit plans, product submittals, and a project schedule for Owner review and approval prior to commencing installation.
2. Contractor shall procure and install a rooftop solar photovoltaic (PV) system with a minimum capacity of 88 kW DC, using a minimum of 176 solar panels rated at 500 W or greater, Bloomberg Tier 1 rated, mounted on an engineered racking system compatible with the existing roof structure and appropriate for the Oklahoma climate.
3. Contractor shall install all associated electrical equipment including inverters, combiners, disconnects, conduit, wiring, and a bi-directional utility meter compatible with OG&E's net metering program. All electrical work shall be performed by or under the supervision of a licensed Oklahoma electrical contractor.
4. Contractor shall obtain all required permits including building, electrical, and any utility interconnection agreements, and shall coordinate all required inspections with the City of Norman, and OG&E.
5. Contractor shall install and commission the solar production monitoring system as specified in the Bid Form, configure web portal access, and provide a minimum of two (2) hours of on-site staff training prior to project closeout.
6. Contractor shall commission the completed system, verify grid interconnection, confirm production monitoring is operational, and conduct a final walkthrough with the Owner's designated project manager and Line Maintenance Manager prior to requesting final payment.
7. Contractor shall provide all project closeout documentation including as-built drawings, equipment warranties, O&M manuals, permit close-out documentation, interconnection agreement copies, and monitoring system credentials to the Owner within 30 days of final acceptance.
8. All workmanship and materials shall be warranted for a minimum of five (5) years. Solar panels shall carry a minimum 25-year performance warranty. Inverters shall carry a minimum 10-year manufacturer warranty. Racking and mounting hardware shall carry a minimum 10-year manufacturer warranty.
9. Contractor shall restore the project site to pre-construction conditions. All debris, excess materials, packaging, and temporary equipment shall be removed from the site. Roof surface shall be inspected and any damage caused by Contractor operations shall be repaired at Contractor's expense prior to final acceptance

Figure 1 – General Area Map

Line Maintenance Building complex shown at center. Located at 2705 E. Robinson St., Norman, OK

Figure 2 – Building Closeup – Roof Detail

Aerial closeup of the Line Maintenance Building complex at 2705 E. Robinson St. The standing seam metal roof surface in the middle of the picture is the proposed installation area for the 88 kW DC solar PV system. Bidders shall verify structural suitability and available roof area during pre-bid site visit