

INVITATION TO BID
 OFFICE OF THE CITY CLERK
CITY OF DEL CITY, OK
AND/OR
DEL CITY MUNICIPAL SERVICES AUTHORITY
 3701 SE 15th ST.
 Del City, OK 73115

OPENING DATE AND TIME: 09/14/22 10:00 AM	CONTRACT #: ITB 0213	TITLE OF BID: 44 th St sidewalk between 4605 SE 44th & Mickey Rd.
VENDOR NAME:		CONTRACT PERIOD:
MAILING ADDRESS:		REASON FOR NO BID:
CITY, STATE, ZIP:		
TELEPHONE:	FAX:	PLACE OF BID OPENING: MUNICIPAL BUILDING 3701 SE 15 th ST. DEL CITY, OK 73115 INTERESTED PARTIES INVITED TO ATTEND OPENING
EMAIL:		
WEBSITE:		
FEIN:		

NONCOLLUSION AFFIDAVIT
BID INVALID IF NOT SIGNED AND NOTARIZED

State of _____
 County of _____

I _____ of lawful age, being first duly sworn, on oath says that: 1. (s)he is the duly authorized agent of _____ the bidder and/or contractor submitting the competitive bid and/or procuring the contract 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 city officials 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. (s)he is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; and 3. Neither the bidder/contractor nor anyone subject to the bidder/contractor'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 rate or to refrain from bidding, b. to any collusion with any city 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 city official concerning exchange of money or other thing of value for special consideration in the letting of a contract, d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Del City and/or the Del City Municipal Services Authority, any money or other thing of value, either directly, in procuring the contract to which his/her statement is attached.

Signature: _____ **Title:** _____

Subscribed & sworn before me this _____ **day of** _____, **20** _____

Notary Public _____ **My commission expires** _____

NOTE:

ANY AND ALL TERMS, CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE TERMS AND CONDITIONS SHALL HAVE PRECEDENCE. THIS BID IS SUBMITTED AS A LEGAL OFFER AND ANY BID WHEN ACCEPTED BY THE CITY OF DEL CITY AND/OR THE DEL CITY MUNICIPAL SERVICES AUTHORITY CONSTITUTES A FIRM CONTRACT.

**BIDDERS PROPOSAL/CONTRACT
TERMS AND CONDITIONS**

1. **SEALED BIDS:** Bid proposals must be submitted on and in accordance with the BIDDERS PROPOSAL/CONTRACT. All sheets bid on and this form must be executed and submitted in a sealed envelope. DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE. The face of the envelope shall contain the City's address, the date and time of the bid opening and the contract number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection. Bids will be considered only on first quality products.
2. **BID ACCEPTANCE PERIOD:** Bids received more than ninety-six (96) hours excluding Saturdays, Sundays and holidays before the date and time set for opening and bids received after the date and time set for opening will be returned unopened.
3. **EXECUTION OF BID:** Bid must contain an original signature of authorized representative in the spaces provided. Bid must be typed or printed in ink. Use of erasable ink and penciled bids will not be accepted. ANY AND ALL CORRECTIONS MADE BY BIDDER TO HIS/HER BID MUST BE INITIALED.
4. **NO BID:** If not submitting a bid, respond by returning page 1, Invitation to Bid, marking it "NO BID", Failure to respond three (3) times in succession without justification shall be cause for removal of the vendor's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.
5. **OPENING:** Bids will be opened by Council and distributed to the requesting department for review and recommendation for award. It is the bidder's responsibility to assure that his/her bid is delivered at the proper time, date and place as specified in the documents. Bids which for any reason are not so delivered, will not be considered. NOTE: Bid files may be examined during normal working hours by appointment. BID TABULATIONS WILL NOT BE PROVIDED BY TELEPHONE OR MAIL. TABULATIONS MAY BE OBTAINED BY VISITING www.DemandStar.com ON THE INTERNET OR AT OUR WEBSITE, www.cityofdelcity.com.
6. **PRICES, TERMS AND PAYMENT:** Firm prices shall be bid F.O.B. requesting agency and include packing, handling and shipping charges fully prepaid by the vendor.
 - A. **BID PRICE/MISTAKES:** The bidder shall show in the proposal both the unit price and the total amount on items when indicated. In the event of discrepancy between the unit price and the extension, THE UNIT PRICE SHALL PREVAIL.
 - B. **INVOICING AND PAYMENT:** The vendor shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the purchase order number. NO ORDER SHALL BE ACCEPTED BY THE VENDOR WITHOUT A PURCHASE ORDER NUMBER FROM THE CONTRACTING ENTITY.
 - C. **TAXES:** The purchase of certain items by the Contracting Entity are exempt from the payment of excise, transportation and sales tax imposed by the Federal, State and/or City

governments. Such taxes must not be included in proposal prices. Upon request, applicable Federal Excise Exemption certificates will be furnished.

7. **CONDITION AND PRICING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

8. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of occupational Safety and Health Act and any standards thereunder.

9. **MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:** Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names, information and/or catalogue numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which (s)he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate in the bid form the manufacturers' name and number. Bidder shall submit with his/her proposal, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specification as listed on the bid form.

10. **CONFLICT OF INTEREST:** The Invitation to Bid is subject to the provisions of Oklahoma Statutes. All bidders must disclose with the bid the name of any officer, director or agent who is also an employee of the Contracting Entity or any of its agencies. Further, all bidders must disclose the name of any Contracting Entity employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.

11. **AWARDS:** The Contracting Entity reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof; on a geographical bases and/or on a statewide basis with one (1) or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. The Contracting Entity reserves the right to delete any item from this contract when deemed to be in the best interest of the Contracting Entity.

12. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.

13. **SAMPLES:** Samples of items, when called for, must be furnished free of expense. Each individual sample must be labeled with bidder's name, manufacturers' brand name and number, contract number and item reference, or as specified in the attached special conditions.

14. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Oklahoma Statutes. Items delivered not conforming to specifications may be rejected. Any violation of these stipulations may result in supplier's name being removed from the Contracting Entity vendor list.

A. TESTING: In cases when material fails to meet specifications the cost of testing shall be borne to the vendor, both on samples and delivered materials.

15. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. DESTINATION: Shall mean delivered to the receiving dock, agency stockroom, or other point specified in the purchase order. The Contracting Entity accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However to assist in the expeditious handling of damage claims, the ordering agency will:

- a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
- b) Report damage (visible and concealed), in writing, to the carrier and contract supplier, within fifteen (15) days of delivery.
- c) Retain the item and its shipping container including inner packaging material, until inspection is performed by the carrier, and disposition given by the contract supplier.
- d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

16. PATENTS AND ROYALTIES: The bidder, without exception, shall indemnify and save harmless the Contracting Entity and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the Contracting Entity. If the bidder uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

17. PRICE ADJUSTMENTS: Manufacturers' price increases, or other increases in the cost of doing business may not be passed on to the Contracting Entity unless so specified in the Invitation to Bid, nor may the vendor withdraw or cancel the contract, or any part of the contract for these reasons. Vendors may cancel contract only if a vendor cancellation clause is included as a part of the Invitation to Bid and then only if the contractual obligation has been fulfilled by the vendor in accordance with the terms stated in the Invitation to Bid. Any price decrease effectuated during the contract period by reason of market change shall be passed on to the Contracting Entity.

18. LIABILITY: The supplier shall hold and save the Contracting Entity, its officers, agents and employees harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.

19. FACILITIES: The Contracting Entity reserves the right to inspect the bidder's facilities at any time with prior notice.

20. DISTRIBUTION OF CONTRACT: One (1) copy of the contract or award letter shall be furnished to each successful vendor as a result of this bid. It shall be the vendors responsibility to reproduce and distribute copies of the contract to all distribution points listed in this bid who will accept the orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the vendor without prior approval of the City.

21. **THE SUCCESSFUL BIDDER(S) MUST PROVIDE:** Only the pertinent information or items you are bidding. Complete catalogues are not necessary - but, if furnished, you are to identify exact location in catalogue and circle or identify clearly item(s) being bid.

22. **IN-STATE PREFERENCE:** An in-state preference not to exceed a five percent (5%) differential may be allowed for supplies, materials and provisions produced, manufactured or grown in his State, 74 O.S. 85.32. If you wish to claim this preferential, place an asterisk (*) by each item so claimed and identify whether it is produced, grown or manufactured in Oklahoma. Proof of qualification rests with the vendor.

23. **WAVIER:** The Contracting Entity reserves the right to waive any General provisions, Special Provision, or minor specification deviation when considered to be in the best interest of the Contracting Entity.

24. **BOND REQUIREMENT:** Bids filled with the City Clerk must be accompanied by a bidder's bond, certified or cashier's check in the amount stated if this is a requirement of the special instructions of the specifications. This amount may be retained by the Contracting Entity as liquidated damages in the event the successful bidder fails to comply with the terms of this proposal the office of the City Clerk will return all deposits and bonds to the unsuccessful bidders after the contract has been awarded. If a performance bond is also required in the special instructions of the specifications, the successful bidder must post the bond certified or cashier's check in the amount specified prior to award of contract. The bid bond or deposit, if any, will be returned to the successful bidder upon posting of the performance bond and the execution of the contract by the Contracting Entity.

25. **QUANTITIES:** Quantities of the commodities to be purchased are set forth in the specifications as specified numbers or estimates. Items of estimated quantity will be awarded on a "NO GUARANTEE" basis.

26. **TERMINATION FOR CONVENIENCE OF THE CONTRACTING ENTITY:** The performance of work and/or the delivery of ordered materials under this contract may be terminated by the Contracting Entity, in whole or in part, whenever it is determined to be in the best interest of the Contracting Entity. Any such termination shall be effected by delivery to the vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials is terminated, and the date upon which such termination becomes effective. After receipt of a notice of termination, the contractor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the notice of termination.

BUSINESS RELATIONSHIPS AFFIDAVIT

The following affidavit **MUST** accompany the bid:

BID INVALID IF NOT SIGNED AND NOTARIZED

STATE OF _____ }

COUNTY OF _____ }

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

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

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

If none of the business relationships herein above mentioned exist, affiant should so state _____

(Signature)

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

Notary Public

My Commission Expires

REPRESENTATIONS, CERTIFICATIONS AND ACKNOWLEDGMENTS

Submit this completed form with bid.

The bidder represents and certifies as part of his/her bid that:
(Check or complete all applicable boxes or blocks)

1. TYPE OF BUSINESS ORGANIZATION

(S)he operates as:

- a non-profit organization
- an individual _____ dba _____
- a partnership (list all partners) _____
_____ dba _____
- a corporation, incorporated under the laws of the State of _____.

2. EQUAL OPPORTUNITY

(S)he is an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin and sex in the performance of any contract or order resulting from this bid.

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the bidder certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement;

(a) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(b) Unless otherwise required by law, the prices which have been bid herein have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening of bids, directly or indirectly to any other bidder or competitor; and

(c) No attempt has been made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

4. INFORMATION FOR WARRANTY SATISFACTION AND REPAIRS:

Names, addresses and phone number of nearest service locations: _____

5. ACKNOWLEDGMENT OF AMENDMENTS AND ADDENDUM'S:

Bidder acknowledges receipt of such documents numbered and dated as follows: _____

BID BOND:

Each bidder shall accompany his/her bid with a certified check, cashier's check or bid bond equal to five percent (5%) of the bid as a guaranty or an irrevocable letter of credit containing such terms as may be prescribed by the Office of Public Affairs issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation for the benefit of the state, on behalf of the City of Del City, an amount equal to five percent (5%) of the bid. The cost of republication of the notice to bidders, all actual expenses incurred by reason of the bidder's default and the difference between the low bid of the defaulting bidder and the amount of the bid of the bidder to whom the contract is subsequently awarded, but not to exceed the amount of the certified check, cashier's check, bid bond or irrevocable letter of credit shall be forfeited to the City in the event the apparently successful bidder fails to execute the contract or fails to provide the required bonds or irrevocable letters of credit and insurance to the City of Del City. Said certified or cashier's check, bid bond or irrevocable letter of credit shall be returned to the successful bidder on execution and delivery of the contract and required bonds or irrevocable letters of credit and certificates of insurance.

LIABILITY AND PROPERTY DAMAGE INSURANCE:

The Contractor assumes all risks incident to or in connection with its purpose to be conducted herein under and shall indemnify, defend and save the City of Del City and/or Del City Municipal Services Authority harmless from damage or injuries of whatever nature or kind to person(s) or property arising directly out of the Contractor's operations and arising from the acts or omissions of its employees and/or its subcontractors. The Contractor shall indemnify, defend, save harmless the City of Del City and/or Del City Municipal Services Authority from any penalties for violation of any law, ordinance or regulation affecting or having application to said operations or resulting from the carelessness, negligence or improper conduct of Contractor or any of its agents or employees.

The Contractor shall carry and provide proof of the following insurance, in the amounts noted below:

Workers' Compensation: Statutory, as required by Oklahoma State law

Employer's Liability: \$100,000 each accident
\$100,000 each disease/each employee
\$100,000 each disease/policy limit

Property Damage Liability: Limits shall be carried in the amounts of not less than one hundred twenty-five thousand dollars (\$125,000) to any one person for any number of claims for damage to or destruction of property, including, but not limited to consequential damages arising out of a single accident or occurrence.

All Other Liability: In the amount not less than one hundred twenty five thousand dollars (\$125,000) for claims including accidental death, personal injury, and all other claims to any one person out of a single accident or occurrence.

Single Occurrence or Aggregate Limit: In an amount not less than one million dollars (\$1,000,000) for any number of claims arising out of a single occurrence or accident.

The insurance policies shall be issued by a company licensed to do business in the State of Oklahoma with a Best's rating of at least B+, subject to approval by the City of Del City and/or Del City Municipal Services Authority. The City of Del City and/or Del City Municipal Services Authority shall be furnished with a certificate of insurance which shall provide that such insurance shall not be changed or canceled without thirty (30) days prior notice to the City of Del City and/or Del City Municipal Services Authority. Statements such as "will endeavor" and "but failure to do so shall impose no obligation or liability of any kind upon the insurer, agents or representatives" are not acceptable. Certificates of Insurance shall be delivered to the City Clerk of the City of Del City prior to commencement of the Contract.

THE POLICY SHALL LIST THE CITY OF DEL CITY AND/OR DEL CITY MUNICIPAL SERVICES AUTHORITY AS ADDITIONAL INSURED.

DOCUMENTS REQUIRED TO BE RETURNED FOR THIS BID

1. Contract Bidders Proposal (two pages)
2. Representation, Certifications & Acknowledgements
3. Business Relationship Affidavit
4. Non-Collusion Affidavit
5. 5% Bid Bond*
6. Statement of Qualifications Packet**

*Submit bond forms supplied by your insurance carrier.

** Bidder shall submit per specifications on page eleven (11).

SUBMITTAL OF CONTRACT DOCUMENTS:

The successful Contractor shall submit the following documents within ten (10) working days after award of Contract, duly executed:

1. Maintenance Bond – Two (2) years
2. Performance Bond
3. Statutory Bond
4. Insurance Certifications

The bond forms will be supplied to the successful bidder and are the only forms to be used in connection with this contract.

INTENT:

It is the intent of these specifications to describe the necessary requirements for sawing, pavement removal, base repair, pavement replacement or other work to obtain permanent repair of concrete and asphalt streets, driveway approaches, driveways, sidewalks, drainage channels, canals, slopewalls, drainage structures and parking areas off streets.

It is not the intent of the City of Del City and/or Del City Municipal Services Authority to deny anyone the opportunity to bid. Alternate specifications may be accepted if found by technical personnel to be in accordance and equal to or better than the specifications described and indicated in the bid package. The Contractor shall furnish all labor, materials, tools, equipment and incidentals necessary to the prosecution of the work, unless otherwise specified.

ADDENDA AND INTERPRETATIONS:

No interpretations of the meaning of the specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing and addressed to Del City Public Works Department, 4500 N.E. 4th, Del City, OK 73117, attention Public Works Director, and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective address furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

MANDATORY PRE-BID CONFERENCE:

A **MANDATORY** pre-bid conference will be held on **09/07/22 AT 10:00 AM, DEL CITY, MUNICIPAL BUILDING, 3701 SE 15th St., Del City, OK**. Prospective bidders must be present in order to qualify to bid. The purpose of the conference is to discuss the plans and specifications.

BIDDER'S OBLIGATION: THE BIDDER SHALL ATTEND THE DESIGNATED PRE-BID CONFERENCE TO BE ELIGIBLE FOR OPENING OF THE BIDDER'S BID BY THE CITY CLERK. ATTENDANCE IS A PREQUALIFICATION REQUIREMENT FOR THIS PROJECT. FAILURE TO ATTEND THIS MEETING WILL CAUSE THE CITY CLERK TO RETURN THE BIDDER'S BID UNOPENED.

SUBCONTRACTS:

The City will not recognize the subcontractor on the work. The Contractor shall at all times when work is in operation, be represented either in person or by a qualified Superintendent or other designated representative. If the Contractor sublets any part of the work to be done under this contract, he will not under any circumstances be relieved of his responsibility and obligations. All transactions of designated city staff shall be done with the Contractor. Subcontractors will be considered only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competency.

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract shall be subject to acceptance by the Contracting Entity.

Approval of the proposed subcontract award will not be given by the Contracting Entity unless and until the proposed subcontractor has submitted certifications and/or other evidence required by the Contracting Entity attesting to the subcontractors qualifications.

QUALIFICATION OF BIDDER:

Each bidder shall submit a Statement of Qualifications Packet with their bid. The packet should detail at least five years experience in municipal street repairs. The Qualification Packet shall clearly indicate the type of projects, size of projects, location of the project and a concise scope of work for each. Names and contact phone numbers of at least five different municipalities in Oklahoma should be given as references.

The name of the owner(s), on-site supervisor and foremen along with a description of their qualifications and experience shall be provided as part in the Statement of Qualifications Packet. Similar information is required for any major subcontractor.

Bidder failure to submit a Statement of Qualification Packet with the bid packet will cause the bid to be returned without consideration.

TIME OF COMPLETION AND LIQUIDATION DAMAGES:

Bidder must agree to begin work within ten (10) days from date of issue of contract and to complete all projects within ninety (90) calendar days.

The Contractor will be required to work on this contract at least 90% of the available workdays for the duration of the contract.

Failure to comply with these requirements will result in cancellation of the current contract and disqualification from bidding on future repair contracts.

Bidder must agree also to pay as liquidated damages, the sum of \$50.00 for each consecutive calendar day thereafter. Weather days will be allowed for this project.

The Contractor shall be entitled to an extension of time, as provided herein only when claim for such extension is submitted to the Public Works Director or his assigned designee in writing. The Public

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

CONDITION OF WORK:

Each bidder must inform himself / herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of this obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the project to have a complete functional facility or required by the specifications for which bid items are not set up shall be included in other bid items.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

PERMITS AND LICENSES:

The Contractor shall procure all permits, licenses, pay all charges or fees and give all notices necessary, and incidental to the due and lawful prosecution of the work except those established by ordinance. When the Contractor has filed a contract with the City, the City agrees to waive all City permit fees.

PUBLIC CONVENIENCE AND SAFETY:

Materials stored about the work shall be so placed and the work shall at all times be so conducted as to cause no greater obstruction of the traveling public than is considered necessary by the City. Sidewalks must not be obstructed unless by special permission by the City. Neither the materials excavated nor the construction materials used in the construction of the work shall be placed so as to prevent free access to fire hydrants, water valves, gas valves, and manholes for electric, telephone, or sanitary sewer lines.

The Contractor shall continuously maintain reasonable protection of all work, from damage, and shall take all reasonable precautions to protect private property and the City's property from injury or loss arising in connection with this contract. Contractor shall make good any damage, injury, or loss to his work, private property and to the property of the City resulting from lack of reasonable protective precautions and shall reasonably protect adjacent property.

When and where any direct or indirect damage or injury is done to private or City property on account of any act, omission, neglect or misconduct in the execution of the work in consequence of the non-execution therefore on the part of the Contractor, he /she shall restore at his/her expense such property to a condition similar or equal to the existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed or he/she shall make good such damage or injury in an manner acceptable by the City.

In case of the failure on the part of the Contractor to restore such property or make good such damage or injury, the City may, upon forty-eight (48) hour notice 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 this Contract.

FINAL CLEAN-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. He/she shall leave the site of the work in a neat and orderly condition.

TEMPORARY CONSTRUCTION RIGHT-OF-WAY:

It will be the responsibility of the contractor to obtain from the adjoining property owners any necessary additional temporary construction right-of-way required for the storage of equipment and materials for this project. The contractor shall obtain this temporary right-of-way at his own expense and shall submit satisfactory evidence to the city that the necessary temporary right-of-way has been obtained prior to entering upon the property and doing any work.

UTILITY NOTIFICATION:

SUPPLEMENTAL SPEC & SPECIAL PROVISIONS

The following shall be notified should conflicts with the proposed construction occur:

Cox Communication

District Engineer, 600-2771

Southwestern Bell Telephone Co.
District Engineer, 636-3788

Oklahoma Natural Gas Company
Distribution Main Supt., 235-0441, Ext. 52

Oklahoma Gas and Electric Company
East District Engineer, 272-1010

UTILITY LINES:

The owner does not accept any responsibility for damage by the contractor to any of the utilities.

Should the contractor encounter any utilities, it will be his responsibility to protect the lines during construction. If there is any interference from alignment or elevation, it will be the responsibility of the contractor to have these utilities relocated to permit construction to continue.

FIELD CHECK OF EXISTING STRUCTURES:

It shall be the responsibility of the Contractor to check all dimensions and elevations of existing structures, pipelines, utilities, or existing items affected by or affecting the work under this contract. This shall be done prior to the start of construction or ordering of materials and equipment affected thereby.

The Contractor's attention is directed to the CONDITION OF WORK, which requires that each bidder visit the site of the work to familiarize himself/herself with the arrangement and condition of existing construction.

The Contractor shall be solely responsible for determining the extent and costs of all removal and salvage operations. Any delay or extra expense to the Contractor due to encountering construction, piping, or equipment not shown or in locations different from those indicated on the maps shall not constitute a claim for extra work, additional payment, or damages.

CHANGE ORDERS:

The Contractor shall not execute any additional work that will affect an adjustment of the contract price without written approval. An application for a Change Order must first be made in writing through the Public Works Director and approved by Del City Council and / or Trust Authority, before commencement. Field changes that involve no adjustment in contract prices may be granted only upon written application to and receipt of written approval by the Public Works Director.

INSPECTIONS:

The City shall provide a designated Inspector on the project. All technical work shall be done under the general supervision of the designated Inspector. The Inspector shall have the authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. He shall also have authority to reject all work and materials, which do not conform to the Contract, and to decide questions, which arise in the execution of the work.

DAMAGES:

During all phases of the work to be completed the Contractor and or subcontractors shall exercise care so as not to damage any part of the existing facilities. Any damages that do occur shall be repaired and paid for by the Contractor.

GENERAL CONDITIONS:

GENERAL:

It is the intent of these specifications to describe the necessary requirements for sawing, pavement removal, base repair, pavement replacement or other work to obtain permanent repair of concrete and asphalt streets, curbs, driveway approaches, driveways, sidewalks, drainage channels, canals, slopewalls and parking areas off streets and other locations. **Unless specifically mentioned in this contract the City of Oklahoma City's Standard Specifications will be used as a reference for the work in this contract. The specifications on the bid sheet shall have precedence.**

PROJECT LOCATION:

SE 44th St between existing sidewalk at 4605 SE 44th & existing sidewalk at Mickey Rd.

QUANTITIES:

The City of Del City does not guarantee any specific quantities of items. All listed quantities are estimates only. Claims will be processed to cover work as it is completed during the contract period. Bids are to establish prices at each location on the bid sheet.

AMOUNT:

This contract will be awarded to the lowest and/or best base bid.

MATERIALS:

PORTLAND CEMENT CONCRETE:

The testing standards listed below form a part of these specifications.

American Concrete Institute
ACI - 318 Building Code Requirements For Reinforced Concrete

American Society For Testing Materials

ASTM - A 615 - Deformed and Plain Billet-Steel Bars For Concrete Reinforcement

ASTM - C 94 - Ready-Mixed Concrete

STRENGTH REQUIREMENTS:

1. All concrete shall have a 28-day compressive strength of 3500 pounds per square inch.
2. Concrete made with high early strength cement shall have a 7-day strength equal to the specified 28-day strength for concrete made with Type 1 or Type 2 portland cement.
3. **All concrete used on this project shall be 3500 p.s.i. High Early Strength with 4 to 7 percent total air entrainment.**

ADDITIVES:

1. If approved by the inspector, the concrete may contain other admixtures such as superplasticizers, water reducing agents, or set retarders.

SLUMP:

1. The slump for all mixes shall be between 3 and 4 inches.

ASPHALTIC CONCRETE:

Shall be Type 'A' 'B' or 'C' mix as per each job requirement and Standard Specifications placed over S. S. 1 – Tack.

BASE MATERIAL:

AGGREGATE:

1. The type of base material to be used for **all** asphalt and concrete repairs shall be crushed rock aggregate described as 1 ½" crusher run limestone compacted to 95% Standard Proctor density.
2. Base material for drainage structures and canal bottoms shall be 1 ½" Class 'A' clean rock.

JOINT SEALER:

1. Material for joint sealing shall be Sonolastic S.L.-1 sealant or equivalent.
2. All materials must meet the requirements of the Standard Specifications and must be approved by the City prior to commencing work.

SCOPE OF WORK:

The contractor shall furnish all labor, equipment, barricades, traffic control and all materials necessary to perform the described repairs.

Individual areas to be repaired are listed on the bid sheet. All bidders should acquaint themselves with the locations on the bid sheet. At locations where there is integral curb, the bid price shall include curb.

All areas to be removed will be sawed on a neat line, full depth, unless at full depth joints.

Portland Cement Concrete:

- a) Full Depth - Concrete shall be sawed and removed full depth to the base material or to a minimum depth of 6 inches. 3500 p.s.i. High Early Strength concrete shall be used in all locations.
- b) Six-inch Concrete Paving - This item will be placed on prepared base of 6 inches of 1½" crusher run rock that has been compacted to 95% proctor density. Material will be 3500 p.s.i. High Early Strength concrete. All sawing, removal and grading costs to be included in price per square yard.
- c) Six Inch Concrete Patch - Base repair in these areas will be same as item b above - 4 inches of 1½" crusher run rock that has been compacted to 95% proctor density, for the 6 inch depth of paving. Material will be 3500 p.s.i. High Early Strength Portland cement concrete.
- d) Curb Repairs - All designated curb repairs shall consist of sawing the curb and gutter 32" from back of curb at approximately a 90 degree angle and parallel to the back of the curblines for the required distance. Base preparation will be the same as concrete paving and will extend 4" beyond the back of curb for stabilization.

ASPHALTIC CONCRETE REPAIRS:

- a) Four Inch Asphalt - Type "B" asphalt placed on prepared base in accordance with the standard specifications. Tack coat shall be used.
- b) Two Inch Asphalt – Type "B" or "C" placed on prepared base or overlay of existing paving or other area on tack coat.

OTHER WORK:

- a) Sidewalks - This will be 4" PC concrete with a 2" sand cushion.
- b) Driveways - This will be 4" PC concrete with 1 ½" crusher run cushion.
- c) Approach to Driveway - This will be 6" PC concrete with 6" of 1 ½" crusher run rock.
- c) Reinforcing Steel - This item will be grade 60 rebar. All steel where specified shall be placed on plastic or epoxy coated steel chairs. Dowel bars and expansion joints shall be installed in all curbs and paving repairs as per typical paving standards.
- d) Base Repair - This will consist of removing enough material to allow for placement of 6 inches of 1 ½ inch crusher run and 6 inches of PC Concrete or asphalt as required at each location. Crushed rock will be compacted to 95% standard proctor density. Removal and disposal of existing material will be included in the price bid per bid sheet.
- e) Sub-grade Preparation - This item will consist of compacting to 95% standard proctor density after removal of paving and 6 inches of base material.
- f) Asphalt – Asphalt repair for streets and parking areas will be accomplished in accordance with the City of Oklahoma City standard specifications unless otherwise specified.
- g) Expansion Joints - Expansion joints shall be asphalt or asphaltic impregnated fiber. For paving joints, 3/4" X 6" shall be used. For sidewalks, 1/2" X 4" shall be used. Expansion joints shall be placed in all locations to match existing joints, or at other locations as directed. Costs for expansion joint material to be included in bid.
- h) Channel Bottom Repair – This will consist of removing 12 inches of material to allow for placement of 6 inches of 1 ½ inch Class 'A' clean rock and 6 inches of PC Concrete with 6x6x6x6 remesh installed. Dowel bars shall be installed per instructions by inspector. All wing walls connecting a bridge structure to the channel shall start 18" below sub-grade.

HOLIDAYS:

The following days shall be designated as public holidays to be observed by personnel employed by The City of Del City.

New Year's Day	Memorial Day
Independence Day	Labor Day
Veteran's Day or Armistice Day	Martin L. King's Birthday
Thanksgiving Day	Day following Thanksgiving
Christmas Day	Day before Christmas Day

Any public holiday which occurs on a Sunday shall be observed on the following Monday, and any occurring on Saturday shall be observed on the preceding Friday, or as may otherwise be directed by the City Manager upon approval by the City Council.

Any employee required to work on a public holiday shall, upon recommendation of appropriate department head and approval of the City Manager, be compensated at his regular rate of pay in addition to the regular holiday compensation allowance.

The contractor shall reimburse the City of Del City for any and all holiday compensation paid to City employees resulting from work on this contract. Holiday compensation will be computed at one and one half (1- 1/2) times the employee's regular rate of pay.

BASIS OF PAYMENT:

Payment for pavement replacement shall be by the square yard, including curb. Payment for sawing, sealing, base installation and compaction and sub-grade preparation shall be included in the payment for pavement repair.

Payment for curb and gutter installation shall be by the linear foot, based on 32" b/c.

Payment for rebar, dowel bars and expansion joint shall be included in payment for pavement repair.

Payment for asphalt repairs shall be by the square yard.

Payment for all other items will be as shown on the detailed bid sheet.

GENERAL PROCEDURE:

Protection and restoration of property – The Contractor shall not enter upon private property for any purpose without first obtaining permission. The Contractor shall be responsible for the preservation of and shall use every precaution necessary to prevent damage to all trees, fences, culverts, bridges, pavement, driveways, sidewalks, etc., to all water, sewer, telephone, gas or electric lines, or appurtenance thereof and to all other public or private property along or adjacent to the work. The Contractor shall notify the proper representatives of any public service corporation, and company or any individual not less than twenty-four (24) hours in advance of any work which might damage or interfere with the operation of their or his property along or adjacent to the work. The Contractor shall be responsible for all damage or injury to property or any character resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to his or his subcontractor's non-execution of the work or at any time due to defective work or materials, and said responsibility shall not be released until the work has been completed and accepted. When and where any direct or indirect damage or injury is done to public or private property on account of any act, omission, neglect, or misconduct in the execution of the work or in consequence on non-execution thereof, on the part of the Contractor or his subcontractor, he shall restore at his expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed or he shall make good such damage for injury in an acceptable manner.

Barricades and Warning Signs – Where work is carried on in or adjacent to any street, alley, or public place, the Contractor shall furnish and erect such barricades, fences, lights and danger signals; shall provide such watchmen and take such other precautionary measures for the protection of persons or property and of the work as are necessary. Barricades shall be renewed as often as necessary to keep the work substantially covered. From sunset to sunrise, the Contractor shall furnish and maintain at least one (1) light at each barricade. A sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The Contractor shall furnish watchmen in sufficient numbers to protect any new work. The traffic control plan shall conform to the latest Manual on Uniform Traffic Control Devices. Failure to comply with these requirements will result in the City Inspector shutting down the work until the Contractor shall have provided the necessary protection.

CONTRACT BIDDERS PROPOSAL
INSTRUCTIONS

1. Complete the Contract so far as you are able. Such contract constitutes your bid and will be the contract under which you are to perform should your bid be accepted. Therefore, it is essential that you are aware of its terms as well as those contained in the specifications.

2. Return an original copy of this completed form along with all accompanying documents and specifications to the attention of the City Clerk, City of Del City, Municipal Building, 4517 S.E. 29th, Del City, OK 73115. The envelope must be sealed and clearly identified on the outside with the contract number, title, date and time of bid opening, and vendors name and address.

THIS CONTRACT made and entered into by and between (dba if applicable) _____

_____ hereinafter referred to as "First Party," and the City of Del City and/or Del City Municipal Services Authority hereinafter referred to as the "Contracting Entity".

WITNESSETH

WHEREAS, the Council and/or Trustees of the Contracting Entity has caused to be prepared in accordance with law, certain plans, specifications and other bidding documents, and has caused Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals; and

WHEREAS, this document until executed by the Mayor and/or Trustees of the Contracting Entity does constitute the bidder's proposal; and

WHEREAS, this document and attachments hereto when executed by the Mayor and/or Trustees of the Contracting Entity shall constitute the sole binding agreement of the parties hereto.

NOW THEREFORE, that in consideration of the covenants, agreements and representations hereafter set forth, it is mutually agreed by the parties hereto that:

1. First Party does hereby agree to sell and deliver to Contracting Entity the following items of material and/or service at the following prices, to wit:

Item No.	DESCRIPTION	Estimated Quantity	UNIT	Unit Price	TOTAL
1.	Build a 5' sidewalk. To be 4" of 3500# concrete on a 2" sand base and will match existing grade. ADA Compliant w / control cuts every 5' and expansion joints every 60' – 70'.	1,400	Lin. Ft.	\$	
2.	ADA curb ramps. (4) with Detectable Warnings	12	Each	\$	
3.	Resident Driveway replacement / modification to establish ADA cross-slope or replace broken concrete - 4" of 3500# concrete on 4" of compacted 1 ½" Crusher Run	225	Sq. Yds	\$	
4.	3 ½" Steel Pipe Guardrail. 36" tall with 18" concreted below ground. 15 ft. paralell to sidewalk and 2 angled 10' sections. Will have end posts and a middle post in each section with top rail and mid rails.	35	. Lin. Ft.	\$	
5.	Build a 12'X3' 6" of 3500# slopwall with crusher run base next to guardrail from sidewalk to drainage channel box. – doweled to existing box and to new sidewalk	4	Sq. Yds.	\$	
6.	Build 5' sidewalk. To be 6" of 3500# concrete on 4" of compacted 1 ½" Crusher run	8	Sq. Yds	\$	
	TOTAL BASE BID				

2. First Party expressly warrants that all articles, materials, and/or work covered in this contract will conform to any plans or specifications attached hereto and made a part hereof as if here set forth in full; and further warrants that same shall be of good material and workmanship, and free from defects.

3. This contract and any attachments contain the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not set forth in writing hereto attached.

4. This contract cannot be modified except by a writing signed by both the First Party and the Contracting Entity.