	INVITATION FOR BID #004-19/20 19TR01-C: FULL DEPTH REPAIR OF CITY STREETS AND RIGHT OF WAYS Issued: August 2, 2019	City of Stillwater, Oklahoma
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NOTICE is hereby given that the CITY OF STILLWATER, OKLAHOMA will receive sealed Bids for the following:

BID # 004-19/20

DESCRIPTION: **19TR01-C Full Depth Repair of City Streets and Right of Ways**

You are invited to submit a Bid to supply the Goods and/or Services specified above. Invitations for Bid will be posted on the City’s website at www.stillwater.org or a hardcopy may be obtained at:

City of Stillwater – City Clerk
723 S. Lewis St.
Stillwater, OK 74074

Bids must be received no later than 3:00 PM (CST) on Wednesday, August 28, 2019 and delivered to:

City Clerk’s Office
723 S. Lewis St.
Stillwater, OK 74074


Bids must be sealed and either mailed or delivered. No faxed or emailed Bids will be considered. Bids received after the stated date and time **will not be accepted and will be returned to the Bidder unopened**. Any bid received by the City Clerk more than ninety-six (96) hours, excluding Saturdays, Sundays and holidays, before the time set for the opening of bids, or any bid so received after the time set for opening of bids, shall not be considered and shall be returned unopened to the bidder submitting same.

The Bid Packet consists of (1) this Notice of Invitation for Bid; (2) the Summary Sheet; (3) Form #1; (4) Form #2 Agreement; (5) Form #3; (6) Form #4; (7) Form #5; (8) Form #6; (9) the Instructions, Terms & Conditions for Bidders; (10) Special Requirements; (11) Technical Specifications; and (12) Exhibit A Bid Form.

Use this Checklist to ensure you have properly read and completed all Forms.

- _____ Notice of Invitation for Bid
- _____ Summary Sheet
- _____ Form #1: Bidder Information Sheet (Must be completed)
- _____ Form #2: Agreement (and Bond Forms; Original signature required.)
- _____ Form #3: Interest Affidavit
- _____ Form #4: Non-Collusion Affidavit (Original signature & notarization required)
- _____ Form #5: Affidavit of Claimant (Original signature & notarization required)
- _____ Form #6: Acknowledgement of Receipt of Addenda/Amendments (Must be completed & signed)
- _____ Instructions, Terms & Conditions for Bidder
- _____ Special Requirements (Offer Period; Insurance & Bonding; References)
- _____ Technical Specifications
- _____ Exhibit A: Bid Form (This is your Bid. It must be completed or your Bid will be rejected)

IMPORTANT NOTE: Write the Bid Number, Bid Description, and Bid Opening Date (as listed above) on the lower left corner of the outside of your Bid envelope. You must return the entire completed Bid Packet.

	INVITATION FOR BID #004-19/20 19TR01-C: FULL DEPTH REPAIR OF CITY STREETS AND RIGHT OF WAYS Issued: August 2, 2019	City of Stillwater, Oklahoma
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SUMMARY SHEET

Project Manager

If you have questions or need additional information, contact the Project Manager:

Monty Karns

mkarns@stillwater.org

Please include #004-19/20 on the subject line

Bidder's Notice of Intent to Submit a Bid

Email the Project Manager indicating your intent to Bid. Include #004-19/20 on the subject line of the email. You will receive an email response verifying your notice of intent to bid was received. The same procedure should be followed to request clarification, in writing, of any point in the Invitation for Bid.

Bidders are encouraged to contact the Project Manager by email if there is anything in these specifications that prevents you from submitting a Bid, or completing the Bid Packet. Questions or concerns must be received no later than ten (10) days prior to the Bid Packet due date.

Issuing of Addenda

If you received the Notice of this Invitation for Bid from the City, you should also receive notice of any addenda issued.

Mandatory Pre-Bid Conference

If a Pre-Bid Conference will be held for this Invitation for Bid, information on that conference will be inserted below:

Date: Thursday, August 15, 2019 Time: 2:00 p.m.

Location: Municipal Building, 723 S. Lewis, Stillwater, Oklahoma 74074, Conference Room 2073

- Attendance at the Pre-Bid Conference is **REQUIRED** to submit a Bid
 Attendance is **NOT REQUIRED** to submit a Bid.

Bid Packet Submission

The City requires three (3) completed Bid Packets. (1 Original and 2 copies)
Each must be clearly labeled on the front sheet indicating "Original" or "Copy". If a copy on electronic media is also required, the box below will be checked.


Electronic Copy also **REQUIRED**

Responses to this Invitation for Bid must be made on the Forms and documents listed on Page 1. The entire Bid Packet must be returned or your Bid may be rejected. DO not take exception to any portion of this Bid Packet. Do not make any entries except where required. Do not insert any other documents into the Bid Packet.

Bid Packet Submission

All Bid Openings are public and take place at 3:00 PM Wednesday. The Bid Openings are held in the City of Stillwater, Meeting Room 1112B, 723 S. Lewis St., Stillwater, Oklahoma, 74074.

Form SS

	INVITATION FOR BID #004-19/20 19TR01-C: FULL DEPTH REPAIR OF CITY STREETS AND RIGHT OF WAYS Issued: August 2, 2019	City of Stillwater, Oklahoma
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**FORM #1
BIDDER INFORMATION SHEET**

Bidder's Exact Legal Name: _____
(Must be Bidder's company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA)

State of Organization: _____

Bidder's Type of Legal Entity: (check one)

- | | |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Corporation | |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Other: _____ |

Bidders Address: _____
Street
City
State
Zip Code

Website Address: _____ **Email Address:** _____

Sales Contact:

Name: _____
Street: _____
City: _____
State: _____
Phone: _____
Fax: _____
Email: _____

Legal or Alternate Contact:

Name: _____
Street: _____
City: _____
State: _____
Phone: _____
Fax: _____
Email: _____

**CONTRACT FOR 19TR01-C: FULL DEPTH REPAIR
OF CITY STREETS AND RIGHT OF WAYS**

THIS AGREEMENT is made and entered into this ____ day of _____, 2019 by and between the City of Stillwater, a municipal corporation (“Stillwater”) and _____, located at _____ (“Contractor”).

WHEREAS, Stillwater has caused to be prepared in accordance with law, certain plans, specifications and other documents for the work hereinafter described and has approved and adopted all of said contract documents, and has caused Invitation for Bids to be given and advertised as required by law, and has received sealed bids for the furnishing all of the labor, equipment, and materials for **19TR01-C: FULL DEPTH REPAIR OF CITY STREETS AND RIGHT OF WAYS (Bid #004-19/20)** as outlined and set out in the contract documents and in accordance with the terms and provisions of this Agreement; and

WHEREAS, Contractor, in response to said Invitation for Bid, has submitted to Stillwater in the manner and at the time specified, a sealed bid in accordance with the terms of this Agreement; and

WHEREAS, Stillwater, 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 lowest responsible bidder on the above described project, and has duly awarded this agreement to said Contractor for the unit prices listed in the bid proposal; and

NOW THEREFORE, for and in consideration of the following, Stillwater and Contractor hereby agree to the following terms and conditions:

1. **Contract Documents.** Contractor shall, in a good and first class workmanlike manner, at his own cost and expense, furnish all labor, materials, tools, and equipment required to complete said work in strict accordance with this Agreement and the following contract documents:

Complete Bid Packet for #004-19/20, including Invitation to Bid; Summary Sheet; Bidder Information Sheet; Non-collusion Affidavit; Interest Affidavit; Affidavit of Claimant; Performance Bond; Maintenance Bond; Statutory Bond; Certificates of Insurance in the statutory amounts for public liability and worker’s compensation; Instructions, Terms & Conditions for Bidder, Special Requirements; and Technical Specifications, including Supplementary Conditions, Special Provisions, and Drawings for Project No. 19TR01-C.

all of which documents are filed in the office of the City Clerk, City of Stillwater, Oklahoma a municipal corporation, and are made a part of this Agreement as fully as if the same were herein set out at length. Wherever there is a difference between the project special provisions and technical specifications and the bid proposal, the project special provisions and technical specifications shall control.

2. **Term.** Time is of the essence. Project will commence upon Notice to Proceed and continue for a period of ONE (1) YEAR with an option of an additional 1-year extension, based on successful completion of issued work orders and mutual agreement between the parties.

Non-Appropriations Clause: Contractor acknowledges that Stillwater is subject to the debt limitation provisions of Article 10, § 14 of the Oklahoma Constitution. Contractor further acknowledges and agrees that this contract extends over multiple fiscal years and pursuant to constitutional debt limitations there is no guarantee that funding will be available to service this contract after June 30, 2020 and/or any subsequent fiscal year upon exercising the option to extend for an additional 1-year term. In the event that no appropriation is made that is sufficient to service this contract, then this contract shall be null and void. Stillwater shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

3. **Compensation.** Stillwater agrees to pay Contractor a contract sum not to exceed SIX HUNDRED FORTY THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$640,500.00) and Contractor hereby acknowledges and agrees that Stillwater does not guarantee a minimum dollar amount to be paid to Contractor under this Agreement.

Stillwater shall make payments to Contractor per work order in the following manner: Contractor will furnish to Stillwater a notification that the work order is complete. 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 Contractor. Stillwater shall make payment within thirty (30) days of notice of completion, provided that Stillwater confirms the work has been satisfactorily completed. Upon completion of the work, but prior to the acceptance thereof by Stillwater, it shall be the duty of the Director of City Engineering to determine, by examination that said work has been completely and fully performed in accordance with the Contract Documents.

The parties hereto recognize that Stillwater is a political subdivision of the State of Oklahoma, and it cannot make payments for services rendered unless funds have been encumbered for said services. Contractor agrees to provide Stillwater with itemized contemporaneously documented hourly billings, on at least a monthly basis. The billings shall itemize the individual services rendered, time spent on each service, and expenses incurred as to each service.

4. **Termination.** This Agreement may be terminated by Stillwater for convenience at any time upon thirty (30) days prior written notice to the Contractor. This Agreement may be terminated for cause by the non-breaching party in the event the other party materially breaches this Agreement and provided the non-breaching party provides the breaching party thirty (30) days prior written notice and the opportunity to cure such breach(es) specified in the notice. In the event termination is for the convenience of Stillwater,

payment will be made to the Contractor for the value of all services rendered up to the time of termination on the basis of the compensation provisions of this Agreement. In the event termination is for breach of contract by the Contractor, payment will be made only for the value of those services satisfactorily performed as determined by Stillwater.

5. **Insurance.** Contractor shall carry the specified insurance policies in amounts set forth in the Special Requirements Section of the Bid Packet at all times during the performance of this Agreement. The City of Stillwater shall be named an additional insured on the Comprehensive General Liability policy in amounts equal to the liability limits for political subdivisions set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, et seq. Provided, however, this shall not preclude the Contractor from carrying insurance in amounts exceeding said liability limits so long as Stillwater is not named as an additional insured in any amount in excess of said statutory liability limits.
6. **No Indemnification by Stillwater.** Contractor understands and acknowledges that Stillwater is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, Stillwater shall not indemnify nor hold Contractor harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorney's fees and costs. In addition, Contractor shall not limit its liability to Stillwater for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. Stillwater reserves the right to pursue all legal and equitable remedies to which it may be entitled. Stillwater will not agree to binding arbitration of any disputes.
7. **General Liability.** Contractor shall hold Stillwater harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Contractor must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement.
8. **No Confidentiality.** Contractor understands and acknowledges that Stillwater is subject to the Oklahoma Open Records Act (51 O.S. § 24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Contractor pursuant to this Agreement that would be inconsistent with its compliance with the statutory requirements thereunder.
9. **Compliance with Laws.** Contractor shall be responsible for complying with all applicable federal, state and local laws. Contractor is responsible for any costs of such compliance. Contractor shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Contractor certifies that it and all of its subcontractors to be used in the performance of this Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec 1313 and includes, but is not limited to, the Free Employee Verification program (E-Verify) available at www.dhs.gov/E-Verify.

10. **Equal Employment Opportunity.** Contractor agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
11. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the services provided hereunder are subject to inspection, examination, and copying by Stillwater or its designees. Contractor shall retain all records related to this Agreement for the duration of this Agreement and for a period of three years following completion and/or termination of the contract. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years after the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
12. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principals, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Payne County, Oklahoma and each party waives any objection to such venue. Stillwater does not and will not agree to binding arbitration of any disputes.
13. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
14. **Entire Agreement / No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein, Stillwater does not agree to the terms of any future agreements, revisions or modifications that may be required under this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Contractor may not assign this Agreement or use subcontractors to provide the services hereunder without Stillwater's prior written consent. Contractor shall not be entitled to any claim for extras of any kind or nature.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in three (3) duplicate originals, the day and year written below.

Approved and accepted this ____ day of _____ 2019.

(Contractor)

NAME, Authorized Signature

State of Oklahoma)
) ss:
County of _____)

Subscribed and sworn to before me this ____ day of _____, 2019 by
_____.

(Seal)

Notary Public

My Commission Expires: _____
My Commission Number: _____

Approved and accepted this ____ day of _____ 2019.

City of Stillwater, Oklahoma,
a municipal corporation

William H. Joyce, Mayor

(SEAL)

ATTEST:

Elizabeth Chrz, City Clerk

Approved as to form and legality this ____ day of _____ 2019.

John E. Dorman, City Attorney

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That on this _____ day of _____, 20_____,
we, _____ as Principal, and
_____ as Surety, a
corporation organized and existing under the laws of the State of _____,
and duly authorized to transact business in the State of Oklahoma, are held and firmly
bound unto the CITY OF STILLWATER, a municipal corporation, established under the
constitution and laws of the State of Oklahoma, in the penal sum of _____
_____ (**\$** _____), in lawful money of
the United States of America, such sum being equal to one hundred percent (100%) of the
contract price as set forth herein, well and truly to be made, we bind ourselves and each of
us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and
severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, said
Principal has, pursuant to a written contract with the City of Stillwater for the construction of
BID #004-19/20 FULL DEPTH REPAIR OF CITY STREETS AND RIGHT OF WAYS
(general nature of work), said project being specifically titled **Project No. 19TR01-C**
reference to which is made here, and said contract, plans, specifications and all
attachments or appendices thereto, are hereby incorporated by reference thereto and
made a part of this instrument.

Principal is obligated to protect the City of Stillwater against any and all defects in said
construction resulting from faulty materials or workmanship for a period of 1 (one)
year from the date of acceptance of said project by the City.

Should Principal protect the City of Stillwater against any and all defects in said
construction resulting from faulty materials or workmanship for a period of 1 (one)
year from the date of acceptance of said project by the City, this obligation shall become
null and void; otherwise, it shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations to said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the Surety, 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 to be hereunto affixed, by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

PRINCIPAL

ATTEST:

(name)

Secretary

_____ (authorized representative/title)

SURETY

(name)

Attorney-in-Fact

(Accompany this bond with Attorney-in-fact's Authority from the Surety Company certified to include the date of the bond.)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That on this ____ day of _____, 20____, we _____, as Principal, and _____, as Surety, a corporation authorized under the laws of the State of _____ and authorized to transact business in the State of Oklahoma, are held and firmly bound unto the City of Stillwater, Oklahoma, a municipal corporation established under the constitution and laws of the State of Oklahoma, in the penal sum of _____ dollars (\$_____) in lawful money of the United States of America, such sum being equal to one hundred percent (100%) of the contract price as set forth herein, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, said Principal has entered into a written contract with the City of Stillwater for the construction of **BID #004-19/20 FULL DEPTH REPAIR OF CITY STREETS AND RIGHT OF WAYS**, said project being specifically titled **Project No. 19TRO1-C** reference to which is made here, and said contract, plans, specifications and all attachments or appendices thereto, are hereby incorporated by reference thereto and made a part of this instrument.

If said Principal shall fully and faithfully execute the work and perform said contract in full accordance with its terms, conditions and covenants of said contract plans, specifications and all attachments or appendices thereto, this obligation shall become null and void; otherwise, it shall remain in full force and effect.

Surety hereby waives notice of any alteration or extension of time made by the City of Stillwater.

Whenever Contractor shall be, and declared by the City of Stillwater to be in default under the contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- (1) Complete the contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for completing the contract in strict accordance with its terms and conditions, and upon determination by Surety, of the lowest responsible bidder, or, if the City of Stillwater elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and City, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the City of Stillwater to Contractor under the contract and any amendments thereto, less the amount properly paid by City to Contractor.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City of Stillwater named herein or the heirs, executors, administrators or successors of the City.

It is further expressly agreed and understood by the parties hereto that no changes or alterations to said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the Surety, 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 to be hereunto affixed, by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

PRINCIPAL

ATTEST:

(name)

Secretary

(authorized representative/title)

SURETY

(name)

Attorney-in-Fact

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That on this _____ day of _____, 20_____,
We, _____ as Principal, and
_____ as Surety, a
corporation organized and existing under the laws of the State of _____,
and duly authorized to transact business in the State of Oklahoma, are held and firmly
bound unto the CITY OF STILLWATER, a municipal corporation, established under the
constitution and laws of the State of Oklahoma, in the penal sum of _____
_____ (**\$ _____**), in lawful money of
the United States of America, such sum being equal to one hundred percent (100%) of the
contract price as set forth herein, well and truly to be made, we bind ourselves and each of
us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and
severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, said
Principal has entered into a written contract with the City of Stillwater for the construction of
BID #004-19/20 FULL DEPTH REPAIR OF CITY STREETS AND RIGHT OF WAYS
(general nature of work), said project being specifically titled **Project No. 19TR01-C**
reference to which is made here, and said contract, plans, specifications and all
attachments or appendices thereto, are hereby incorporated by reference thereto and
made a part of this instrument.

If said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or
Subcontractors and or Suppliers of said Principal who perform work in the performance of
such contract, for labor and materials, rental of machinery and equipment, and repairs to
and parts for equipment used and consumed in the performance of said contract within
thirty (30) days after the same becomes due and payable, the person, firm or corporation
entitled thereto may sue and recover on this bond, the amount so due and unpaid. Should
said Principal pay all such indebtedness, this obligation shall become null and void;

otherwise, it shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations to said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the Surety, 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 to be hereunto affixed, by its duly authorized officers, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its Attorney-in-Fact, duly authorized thereunto so to do, the day and year first above written.

PRINCIPAL

ATTEST:

(name)

Secretary


(authorized representative/title)

SURETY

(name)

Attorney-in-Fact

(Accompany this bond with Attorney-in-fact's Authority from the Surety Company certified to include the date of the bond.)

	<p>INVITATION FOR BID #004-19/20 19TR01-C: FULL DEPTH REPAIR OF CITY STREETS AND RIGHT OF WAYS Issued: August 2, 2019</p>	<p>City of Stillwater, Oklahoma</p>
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**FORM #3
INTEREST AFFIDAVIT**

STATE OF _____)

)ss.

COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that I am the agent authorized by Seller to submit the attached Bid. Affiant further states that no officer or employee of the City of Stillwater either directly or indirectly owns a five percent (5%) interest or more in the Bidder's business or such a percentage that constitutes a controlling interest. Affiant further states that the following officer and/or employees of the City of Stillwater own an interest in the Bidder's business which is less than a controlling interest, either direct or indirect.

By: _____
Signature

Printed Name: _____

Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State where Notarized: _____

The Affidavit must be signed by and authorized agent and notarized



INVITATION FOR BID
 #004-19/20
 19TR01-C: FULL DEPTH REPAIR OF CITY
 STREETS AND RIGHT OF WAYS
 Issued: August 2, 2019

City of Stillwater,
 Oklahoma

FORM #4
NON-COLLUSION AFFIDAVIT
 (Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF _____)

)ss.

COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that:
 (Seller's Authorized Agent)

1. I am the authorized agent of Seller herein for the purpose of certifying facts pertaining to the existence of collusion between and among Bidders and municipal 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. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among Bidders in the 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 exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any collusion with any municipal official or employee as to create a sole-source acquisition in contradiction to Section 74 O.S. §85.45j.1.

I certify, if awarded the contract, whether competitively bid or not, 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 Stillwater any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

By: _____
 Signature

Printed Name: _____

Title: _____

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


 Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State where Notarized: _____

The Affidavit must be signed by and authorized agent and notarized

	INVITATION FOR BID #004-19/20 19TR01-C: FULL DEPTH REPAIR OF CITY STREETS AND RIGHT OF WAYS Issued: August 2, 2019	City of Stillwater, Oklahoma
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**FORM #5
AFFIDAVIT OF CLAIMANT**

STATE OF _____)
)ss.
COUNTY OF _____)

The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to this agreement with the City of Stillwater will be true and correct. Affiant further states that the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests, and/or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer, or employee of the City of Stillwater or any public trust where the City of Stillwater is a beneficiary, of money or any other thing of value to obtain payment of the invoice of procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

Company: _____

Remit to Address: _____

City/State/Zip: _____

Print Name: _____

Signature: _____

Title: _____

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


Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State where Notarized: _____

The Affidavit must be signed by and authorized agent and notarized

	INVITATION FOR BID #004-19/20 19TR01-C: FULL DEPTH REPAIR OF CITY STREETS AND RIGHT OF WAYS Issued: August 2, 2019	City of Stillwater, Oklahoma
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**FORM #6
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA/AMENDMENTS**

I hereby acknowledge receipt of the following addenda or amendments, and understand that such addenda or amendments are incorporated into the Bid Packet and will become a part of any resulting contract.


List Date and Title/Number of all addenda or amendments: (Write "None" if applicable)

Sign Here ▶ _____

Printed Name: _____

Title: _____

Date: _____

	INVITATION FOR BID #004-19/20 19TR01-C: FULL DEPTH REPAIR OF CITY STREETS AND RIGHT OF WAYS Issued: August 2, 2019	City of Stillwater, Oklahoma
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INSTRUCTIONS, TERMS & CONDITIONS FOR BIDDERS

1. PURCHASING AUTHORITY.

City issues this Invitation for Bid pursuant to Stillwater City Charter, Art. IV, §4-1 and Stillwater City Code, Ch. 2, Art. VI, §2-608, the provisions of which are incorporated herein.

2. DEFINITIONS.

The following terms have the following meanings when used in the documents comprising this Bid Packet.

- A. **“Acceptance”** with respect to a Bid shall mean Stillwater’s selection of a Bid and award of a contract to the Bidder/Contractor.

- B. **“Acceptance”** with respect to delivery of Goods and/or Services provided for under a Purchase Agreement shall mean Stillwater’s written acknowledgement that Contractor has satisfactorily provided such Goods and/or Services as required.

- C. **“Addenda” “Addendum” or “Amendment(s)”** shall mean a calcification, revision, addition, or deletion to this Invitation for Bid by the City of Stillwater which shall become a part of the agreement between the parties.

- D. **“Authorized Agent”** means an agent who is legally authorized to bind the Bidder/Contractor under the law of the State in which Bidder/Contractor is legally organized. An Authorized Agent must sign all documents in the Bid Packet on behalf of the Bidder. Under Oklahoma law, the Authorized Agent for each of the following types of entities is as stated below:
 - **Corporations** – the president, vice president, board chair, or board vice chair can sign; others can sign if they have and provide to the City (i) a corporate resolution giving them authority to bind the Contractor; and (ii) a recent corporate secretary’s certificate indicating the authority is still valid.

 - **General Partnerships** – any partner can sign to bind all partners.


 - **Limited Partnerships** – the general partner must sign.

 - **Individuals** – no additional authorization is required, but signatures must be notarized.

 - **Sole Proprietorship** – the owner can sign. Any other person can sign if (s)he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.

 - **Limited Liability Company (LLC)** – The manager as named in the Operating Agreement can sign. Any person authorized by the Operating Agreement or a member can sign providing the person submits a copy of the authorization with a certificate of members indicating the authorization is still valid.


Entities organized in states other than Oklahoma must follow the law of the State in which they are organized.

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- E. **“Bid”** means the Bidder’s irrevocable offer to provide the requested Goods and/or Services set forth in Exhibit A and any additional materials or information the Bidder chooses to submit to support the Bid.
- F. **“Bidder”** means the legal entity which submits a Bid for consideration by the City of Stillwater in accordance with the Invitation for Bid.
- G. **“Bid Packet”** consists of the following documents (1) Notice of Invitation for Bid; (2) Summary Sheet; (3) Form #1; (4) Form #2; (5) Form #3; (6) Form #4; (7) Form #5; (8) Form #6; (9) Instructions, Terms & Conditions for Bidders; (10) Special Requirements; (11) Technical Specifications; and (12) Exhibit A.
- H. **“Bid Submission Date”** shall mean the last date by which the City of Stillwater will accept Bids under an Invitation for Bid.
- I. **“City”** shall mean the City of Stillwater, Oklahoma.
- J. **“Contractor”** shall mean the Bidder whose Bid the City of Stillwater selected and awarded a contract.
- K. **“Days”** shall mean calendar days unless specified otherwise.
- L. **“Primary Contractor”** shall mean the Contractor whose Bid the City of Stillwater selected as the principal supplier of the Goods and/or Services required under this Agreement.
- M. **“Project Manager”** shall mean the City’s employee assigned by the City of Stillwater to serve as the contact person for Bidders/Contractors responding to Invitations for Bid or completing contracts herein.
- N. **“Purchasing Division or City Clerk’s Office”** shall mean the City of Stillwater City Clerk, 723 S. Lewis St., Stillwater, Oklahoma, 74076.
- O. **“Secondary Contractor”** shall mean the Contractor whose Bid the City of Stillwater selected as a back-up supplier in the event that the Primary Contractor is unable to provide all the Goods and/or Services required.
- P. **“Unit Price”** shall mean an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- Q. **“You” or “Your”** shall mean the Bidder responding to this Invitation for Bid or the Contractor whose Bid the City of Stillwater selected and awarded a contract.
- R. **“Website”** shall mean the City of Stillwater’s website: www.stillwater.org

3. QUESTIONS REGARDING INVITATION FOR BID.

Questions regarding any portion of this Invitation for Bid must be submitted in writing (sent by mail or email) to the Project Manager indicated on the Summary Sheet herein. You should submit questions as early as possible and preferably before the Pre-Bid Conference, if required. Questions and concerns must be received no later than seven (7) days prior to the Bid Packet due date. Any oral responses to questions before the

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contract is awarded are not binding on the City of Stillwater. At the City’s discretion, any information or clarification made to you may be communicated to other Bidders that notified the City of their intent to Bid if appropriate to ensure fairness in the process for all Bidders. You must not discuss questions regarding the Invitation for Bid with anyone other than the Project Manager or City Clerk or your Bid may be disqualified, any contract recommendation or Acceptance may be rescinded, or any contract may be terminated and delivered Goods returned at your expense and any payments made refunded.

4. ORAL STATEMENTS.

No oral statements by any person shall modify or otherwise affect the provisions of this Invitation for Bid and/or any contract resulting therefrom. All modifications, addenda or amendments must be made in writing by the City of Stillwater City Clerk.

5. EXAMINATION BY BIDDERS.

You must examine the specifications, drawings, schedules, special instructions, and all documents in this Bid Packet prior to submitting any Bid. Failure to examine such documents and any errors made in the preparation of such Bid are at your own risk.

6. ADDENDA OR AMENDMENTS TO INVITATIONS FOR BID.

The City of Stillwater may addend or amend its Invitations for Bid no later than three (3) working days prior to the date stated for the Opening of the Bids, and any such addenda or amendments shall become a part of this Agreement. City will attempt to send a notification (by email) of any addenda or amendments to those Bidders who have responded to the Project Manager with their intent to respond to the Invitation for Bid. However, it is your responsibility to inquire about any addenda or amendments by signing and returning Form #6 – Acknowledgement of Receipt of Addenda/Amendments with your Bid. The City of Stillwater may reject any Bid that fails to acknowledge any addenda or amendments.

7. SPECIFICATIONS / DESCRIPTIVE TERMS / SUBSTITUTIONS.


Unless the term “no substitute” is used, references to a brand name, manufacturer, make, or catalogue designation in describing an item in this Bid Packet does not restrict you to that brand or model. This Invitation for Bid may make such referenced to indicate the type, character, quality and/or performance equivalent of the item desired. However, you are required to furnish the exact item described in your Bid unless a proposed substitution is clearly noted and described in the Bid.

The parties recognize that technology may change during the period Bids are solicited and subsequent contracts are performed. Therefore, the City of Stillwater may at its option accept changes or substitutions to the specifications for Goods of equal or better capabilities at no additional cost to the City. In the case of existing contracts, you shall give the City thirty (30) days advance notice in writing of any such proposed changes or substitutions. The City shall determine whether such items are acceptable as well as any proposed substitute.

All Goods shall be new unless otherwise so stated in the Bid. Any unsolicited alternate Bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this Bid may be considered non-responsive and the Bid rejected.

8. PRICE / DISCOUNTS.

Prices shall be stated in the units and quantity specified in the Bid Packet documents. In case of discrepancy in computing the Bid amount, you guarantee unit prices to be correct and such unit prices will govern. Prices shall include transportation, delivery, packing and container charges, prepaid by you to the destination specified in the specifications. Discounts for prompt payment will not be considered in Bid evaluations, unless

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otherwise specified. However, offered discounts for prompt payment will be taken if payment is made within the discount period.

9. NO INDEMNIFICATION OR ARBITRATION BY CITY.

Contractor understands and acknowledges that Stillwater is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, Stillwater shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorney’s fees and costs. In addition, Seller shall not limit its liability to Stillwater for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. Stillwater reserves the right to pursue all legal and equitable remedies to which it may be entitled. Stillwater will not agree to binding arbitration of any disputes.

10. DELIVERY.

All prices quoted shall be based on delivery F.O.B. Stillwater, Oklahoma or to any other points as may be designated in the Technical Specifications, with all charges prepaid by Contractor to the actual point of delivery. Bids must state the number of days required for delivery under normal conditions.

11. TAXES.

The City of Stillwater is exempt from federal excise and state sales taxes and such taxes shall not be included in the Bid prices.

12. BID SUBMISSION.


The Bid Packet forms must be prepared in the name of the Bidder and properly executed by an Authorized Agent with full knowledge and acceptance of all provisions, in ink and notarized. Bids may not be changed or withdrawn after the deadline for submitting Bids (the “Bid Submission Date”). A Bid is an irrevocable offer and when accepted by the City of Stillwater (as evidenced by City’s execution of the Agreement) shall constitute a firm contract.

- A. **BIDS MUST BE SUBMITTED ONLY ON THE BID PACKET FORMS AND SIGNED BY AN AUTHORIZED AGENT. THE ENTIRE BID PACKET MUST BE RETURNED AS RECEIVED WITH ALL FORMS COMPLETED. YOU MAY ATTACH, AFTER “EXHIBIT A”, ANY DOCUMENTS NECESSARY TO COMPLETELY AND ACCURATELY RESPOND TO THE REQUEST. BIDS MUST BE IN STRICT CONFORMANCE WITH ALL INSTRUCTIONS, FORMS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET.**

- B. Sealed Bids may be either mailed or delivered, but must be received at:
City of Stillwater – Office of the City Clerk
723 S. Lewis St. / PO Box 1449
Stillwater, OK 74076-1449

- C. Bids will be accepted at the above address from 8:00 AM to 5:00 PM (CST), Monday through Friday except for City holidays. City is not responsible for failure of Bids to be received by the City Clerk’s Office prior to the due date and time. Any bid received by the City Clerk more than ninety-six (96) hours, excluding Saturdays, Sundays and holidays, before the time set for the opening of bids, or any bid so received after the time set for opening of bids, shall not be considered and shall be returned unopened to the bidder submitting same.

- D. Late Bids will be **rejected**. The Project Manager, in his sole discretion, may make exceptions only for the following reasons:
 - City Hall closed for business for part or all of the day on the date the response was due.

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- If the City deems it appropriate due to large-scale disruptions in the transportation industry that may have prevented delivery as required.
- If documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Project Manager.

E. **City of Stillwater will NOT accept faxed Bids.** No exceptions.

F. The City of Stillwater is not responsible for any of your costs in preparing the Bid response, attending a Pre-Bid Conference, if required, or any other costs you incur, regardless of whether the Bid is submitted, accepted, or rejected.

G. All Bids must be securely sealed and plainly marked with the Bid Number, Bid Title, and Bid Opening Date on the lower left corner of the outside of the Bid envelope. Bidder's name and address must also be clearly indicated on the envelope.

H. If submitting multiple options to the Invitation for Bid, each will be separately considered separately requiring each response to be complete and accurate. Each option must be clearly marked as "Option 1 of 3", "Option 2 of 3", etc.

I. The number of copies you must submit is listed on the Summary Sheet in the front of the Bid Packet. At a minimum, there will be one (1) original, clearly labeled as such ("ORIGINAL") on the Bid Packet cover page, and two (2) copies, clearly labeled as such ("COPY") on the Bid Packet cover page.

J. Multiple boxes or envelopes are permissible, but must not weigh more than fifty pounds (50 lbs.). Each box must be clearly labeled as instructed herein and numbered (i.e. "Box 1 of 3", "Box 2 of 3", etc.). The original must be in Box #1.

K. The original and all copies (either paper or electronic) must be identical in all respects. Bids must be completed and submitted in ink or typewritten. Bids written in pencil will be rejected. Any corrections made to the Bids must be in initialed in ink.


13. BID REJECTION OR WITHDRAWAL.

A. The City of Stillwater may reject any or all Bids, in whole or in part.

B. **A Bid may be rejected if it contains additional terms, conditions, or agreements that modify the requirements of this Invitation for Bid or attempts to limit Bidder's liability to the City of Stillwater.**

C. A Bid may be rejected if Bidder is currently in default to City of Stillwater or any other contract or has an outstanding indebtedness to the City of Stillwater of any kind.

D. City reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids.

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E. Bid withdrawal may only be accomplished by an Authorized Agent requesting withdrawal in person at the City Clerk’s office before the City’s close of business on the Bid Submission Date.

14. BID RESULTS.

A tabulation of Bids received will be made available on the City’s website generally within five (5) working days after the Bid Opening Date. After a contract award is recommended by the Project Manager, a copy of the Bid summary will be available in the City Clerk’s office. Bid results are not provided in response to telephone or email inquiries.

15. PURCHASE ORDER.

In the event the successful Bid is for an amount less than Fifty Thousand Dollars (\$50,000), and it is determined by the City of Stillwater to be in the best interest of the City, the City may in its sole discretion, issue a Purchase Order rather than execute the Agreement to purchase the Goods. If a Purchase Order is issued, however, the terms and conditions of the Bid Packet documents, including the Agreement, will govern the transaction and be enforceable by the City of Stillwater and Bidder/Contractor.

16. CONTRACT AWARD.

If a contract is awarded, it will be awarded to the Bidder that the City of Stillwater determines is the lowest responsible Bidder meeting specifications. Such Bid analysis will consider price and other factors, such as Bidder’s qualifications and financial ability to perform the contract, as well as operating costs, delivery time, maintenance requirements, performance data, history of contract relations with the City of Stillwater, and guarantees of materials and equipment, as applicable. A complete list of factors that are considered is set forth in the City of Stillwater Purchasing Manual. Unless otherwise noted, the City of Stillwater reserves the right to award a contract by item, one or more groups of items, or all items in the Bid, whichever is in the City’s best interest.

17. IRS FORM W-9.


If the City of Stillwater selects your Bid and awards a contract to you, you will have ten (10) days from notification of award to provide the City of Stillwater with your complete IRS Form W-9.

18. NOTICE TO PROCEED.

If the City of Stillwater accepts your Bid and executes the Agreement, you shall not commence work until authorized to do so by the Project Manager or his representative. Receipt of a Purchase Order from the City of Stillwater is notice to proceed.

19. PAYMENTS.

Invoices and Application for Payment must be emailed to: mkarns@stillwater.org. Payments will be made Net 30 days after receipt of a properly submitted invoice or the City of Stillwater’s Acceptance of the Goods and/or Services, whichever is later, unless the City of Stillwater decides to take advantage of any prompt payment discount included in the Bid.

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SPECIAL REQUIREMENTS

1. IRREVOCABLE OFFER PERIOD.

You understand and acknowledge that the offer submitted as your Bid is firm and irrevocable from the City's close of business on the Bid Submission Date until **30 days** after the Bid Opening Date.

2. GENERAL LIABILITY / INDEMNIFICATION.

You shall hold the City of Stillwater harmless for any loss, damage or claims arising from or related to your performance of the Agreement. You must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Agreement. You agree to indemnify and hold the City of Stillwater harmless from claims, demands, causes of actions or suits of whatever nature arising out of the Goods and/or Services, labor, or materials furnished by you or your subcontractors under the provisions of the Bid Packet documents.

3. LIENS.

No liens of any kind shall exist against property of the City of Stillwater. Bidder shall deliver all Goods to the City of Stillwater free and clear of liens. Delivery by Bidder to City of goods which are subject to liens shall be a material breach of the Agreement and all damages and costs incurred by the City as a result of the existence of such liens shall be paid to the City by returning such goods and reimburse the City for any payments made for such goods.

4. INSURANCE.

If the box is checked "Yes," the following insurance is **required**:


YES **NO**

Bidder and its subcontractors must obtain at Bidder's expense and keep in effect during the term of the Agreement, including any renewal periods, policies of General Liability insurance in the minimum amounts set forth below and Worker's Compensation insurance in the statutory limits required by law.

Worker's Compensation	Statutory Limits
Employer's Liability	\$500,000 aggregate comprehensive
General Liability	\$1,000,000 per occurrence
Property Damage	\$25,000 per occurrence
Property Damage	\$1,000,000 aggregate
Auto Liability	\$125,000 each person for bodily injury
Auto Liability	\$25,000 each occurrence for property damage

The City of Stillwater shall be named an additional insured on the Comprehensive General Liability policy in amounts equal to the liability limits for political subdivisions set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, et seq. Provided, however, this shall not preclude the Contractor from carrying insurance in amounts exceeding said liability limits so long as the City is not named as an additional insured in any amount in excess of said statutory liability limits.

BIDDER'S INSURER MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF OKLAHOMA.

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You will have ten (10) days after notification that your Bid was selected for contract award by the City of Stillwater to provide proof of such coverage by providing the Project Manager shown on the Summary Sheet of the Bid Packet with a Certificate of Insurance. The Certificate of Insurance must be completed with the following information:

- Contractor's Name
- Insurer's name and address
- Policy number
- Liability Coverage Amounts
- Commencement and expiration dates
- Signature of authorized agent of insurer
- Invitation for Bid number
- Insured or Additional Insured shall include the City of Stillwater and its officers, agents and employees

The Bidder shall not cause any required insurance policy to be cancelled or permit to lapse. It is the responsibility of the Bidder to notify the City of any change in coverage or insurer by providing the City with an updated Certificate of Insurance. Failure of Bidder to comply with the insurance requirements herein may be deemed a breach of the Agreement. Further, a Bidder who fails to keep required insurance policies in effect may be deemed to be ineligible to bid on future projects, ineligible to respond to invitations for bid, and/or ineligible to engage in any new agreements.

5. BONDING.

If the box is checked "Yes," the Bond is **required**:

A. BID BOND

YES NO

B. PERFORMANCE BOND

YES NO

C. MAINTENANCE BOND

YES NO


D. STATUTORY BOND

YES NO

6. CITY PURCHASING CARD.

Is the City of Stillwater purchasing card acceptable for payments. (The card is a Mastercard)

YES NO

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7. REFERENCES.

If the box is checked "Yes," References are **required**:


YES **NO**

For each reference, the following information must be included: Company Name, Contact Name, Address, Phone Number, E-Mail Address, and the nature of their relationship with the Bidder.

Company Name:	
Contact Name:	
Address:	
Phone Number:	
E-mail Address:	
Nature of Relationship with Bidder:	

Company Name:	
Contact Name:	
Address:	
Phone Number:	
E-mail Address:	
Nature of Relationship with Bidder:	

Company Name:	
Contact Name:	
Address:	
Phone Number:	
E-mail Address:	
Nature of Relationship with Bidder:	

	<p style="text-align: center;">INVITATION FOR BID #004-19/20 19TR01-C: FULL DEPTH REPAIR OF CITY STREETS AND RIGHT OF WAYS Issued: August 2, 2019</p>	<p style="text-align: center;">City of Stillwater, Oklahoma</p>
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TECHNICAL SPECIFICATIONS

Attached hereto are the following Technical Specifications:

1. Supplementary Conditions consisting of 6 pages
2. Special Provisions consisting of 16 pages
3. Full Depth Pavement Repair Details drawing
4. Paving Base Drainage Standard Details drawing

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions are included in and are a part of the Bidding Documents and the Agreement/Contract Documents for this project.

1. Nondiscrimination. Neither CONTRACTOR nor any subcontractors employed on this project may discriminate against any employee or applicant for employment because of race, religion, creed, sex, color, national origin, ancestry, age, or disability as defined by the Americans with Disabilities Act. A Certification of Nondiscrimination must be properly signed and submitted with the Agreement. The requirements of the Certificate must be included in any subcontracts connected with the performance of the Agreement. The Agreement may be canceled by OWNER for noncompliance with the provisions of the Certificate and CONTRACTOR may be declared to be ineligible for further contracts until satisfactory proof of intent to comply shall be made by CONTRACTOR and/or any subcontractors.
2. Sales Tax Exemption. Title 68 Oklahoma Statutes (1991), Section 1356 (I), exempts sales to a municipality and its contractors from all sales tax on the sale of "tangible personal property or services." All Bids for City projects shall be assumed to have been made based on such statutory exemption as effective on the Bid date.
3. Permits or Licenses. CONTRACTOR must, at his own cost, secure all permits and licenses and pay all fees required by City of Stillwater Ordinance, Codes, or State Statute and give all notices necessary and incidental to the lawful prosecution of the work.
4. Laws to be Observed. CONTRACTOR shall at all times observe and comply with all Federal and State laws and regulations and all City of Stillwater Ordinances, Codes and regulations which in any manner affect the conduct of the work and shall observe and shall comply with all orders and decrees which exist at the present or which may be enacted later, of bodies or tribunals having jurisdiction or authority over the work and no plea of misunderstanding or ignorance thereof will be considered.
5. Safety. CONTRACTOR shall establish and implement safety measures, policies and standards conforming to those required or recommended by governmental and quasi-governmental authorities including, but not limited to, the requirements of the United States Occupational Safety and Health Act.
6. Agreement. CONTRACTOR will enter into the Agreement with OWNER and properly submit the executed Agreement and the required bonds, documents, and certificates of insurance within fifteen (15) calendar days following OWNER's Notice of Award, unless said time is extended by OWNER. With the Agreement, CONTRACTOR will submit a properly signed Certificate of Nondiscrimination and a completed "Contractor Identification Numbers" form, which provides the information required. No work shall be commenced until the written Agreement has been executed and the required bonds and insurance have been provided and a work order has been issued by OWNER.

7. Amendments and Change Orders. The provisions of the Agreement may be amended or changed only by an amendment or a change order executed by the City Manager as authorized by the City Council. As used herein, the terms "amendment" and "change order" shall have the following meanings:

"Amendment" shall mean a modification to the Agreement which was Bid on a unit price basis and which modifies the quantity of an item or items based on the unit price stated in the Bid. No amendment shall be effective unless and until it has been executed by City Manager. (Amendments are not subject to the percent of contract cost limits set in the Oklahoma Competitive Bidding Act, 61 O.S. (1991) Section 121.)

"Change Order" shall mean a modification of a lump sum Agreement or a contract bid on a unit price basis where a unit price has not been established for a particular item or items of work. The change order may authorize an addition, deletion or revision in the work or an adjustment of the unit price or the Contract Times. However, the cumulative amount of change orders shall not exceed the limit established by State law. No change order shall become effective unless and until it has been executed by the City Manager.

8. Pre-Work Conferences. OWNER shall hold pre-work conferences for each work order. CONTRACTOR or his designee and his project superintendent must attend the conference. CONTRACTOR's subcontractor(s) also must attend. OWNER's Project Manager/Engineer or his designee and any consultant may attend for OWNER. The conference will be conducted at a time and place established by OWNER.

9. CONTRACTOR's Responsibility for the Work. Until formal written acceptance by OWNER, the work shall be under the charge and care of CONTRACTOR. CONTRACTOR shall take every necessary precaution to prevent injury or damage to the work or any part thereof by the action of the elements or any other cause whatsoever, whether arising from the execution or non-execution of the work. CONTRACTOR shall at his own expense rebuild, repair, restore, and make good all injuries or damage to any portion of the work occasioned by any of the forgoing causes before formal acceptance of the work by OWNER.

10. Inspection. OWNER and his representatives and the consulting engineer and his representatives shall at all times have access to the work. CONTRACTOR will provide proper and safe access for inspection. OWNER may maintain inspectors on the job site for the purpose of inspecting materials, workmanship, and conditions of work and equipment. CONTRACTOR shall notify OWNER twenty-four (24) hours prior to placing concrete and at any other times required in the Special Provisions. CONTRACTOR shall notify OWNER twenty-four (24) hours prior to performing work relating to exposing, supporting, adjusting, connecting or relocating waterlines.

In addition to the above inspections, CONTRACTOR shall provide proper and safe access for all inspections required by City of Stillwater Ordinances and Codes and any other inspections required by Federal or State laws or regulations.

It is CONTRACTOR's responsibility to arrange for and have conducted any and all inspections required by the City of Stillwater's Building, Plumbing, Electrical, Mechanical, Fire, and Zoning Codes and to comply with all the provisions of said Codes.

11. Testing. OWNER will provide a test schedule for the work and shall designate which samples must be taken or tests be conducted and which must be taken or conducted in the presence of an inspector. OWNER may require such additional tests as he deems necessary to the proper construction of the project. All tests will be made in accordance with the appropriate specifications. CONTRACTOR shall provide such facilities as OWNER or his representatives may require for collecting and forwarding samples. All tests shall be made at a laboratory designated by OWNER.

- a. For purposes of material certifications, all costs of tests on materials and certifications shall be at the expense of CONTRACTOR.
- b. All costs of tests ordered by OWNER on work performed by CONTRACTOR, which meet specifications, shall be at the expense of OWNER.
- c. All costs of tests, which fail to meet specifications, shall be at the expense of CONTRACTOR and said costs shall be deducted from final pay applications.

12. Payment and Retainage. Partial payments shall be made based on the work completed. Up to five percent (5%) of the partial payments shall be held as retainage. At the time CONTRACTOR has completed in excess of fifty percent (50%) of the total Agreement amount, the retainage may be reduced to five percent (5%) of the amount earned to date if OWNER determines that satisfactory progress is being made.

Application for Payment shall be made upon the forms provided by OWNER or photocopies thereof and such forms must be properly completed, signed and notarized. Applications for payments shall have attached thereto CONTRACTOR's invoice and other supporting detail. CONTRACTOR must supply invoices for any stored materials for which payment is claimed.

13. Street Closings and Lane Restrictions. Street Closings and/or Lane Restrictions must be in accordance with a Traffic Control Plan (TCP) prepared and signed by either an ATSSA (American Traffic Safety Services Association) certified Traffic Control Supervisor or a registered Professional Engineer, licensed to practice in the State of Oklahoma and approved by the Director of Transportation for the City of Stillwater or his/her designee. The TCP must be in compliance with MUTCD (Manual of Uniform Traffic Control Devices), ATSSA. Upon approval of the plan, CONTRACTOR is required to provide a minimum of seventy-two (72) hours notice in advance of the closing or restriction. Notification by fax is preferred.

Organization	FAX #	Telephone #
City Engineering Director	742-8261	533-8471
Traffic Control Supervisor	747-8098	533-8452
Police and Fire Dispatch	742-8301	377-1029
Emergency Management	742-8277	377-1029

Street Closings and Lane Restrictions shall also conform to the requirements set forth for Barricades and Warning Signs set forth below.

14. Detours. Detours shall also meet the requirements set forth in "Street Closings and Lane Restrictions" above.

15. Barricades and Warning Signs. Where work is carried on, in, or adjacent to, any street, alley or public place, CONTRACTOR shall, at his own expense, furnish, erect and maintain such barricades, fences, lights, warning signs and danger signals and shall provide such watchmen and take such other precautionary measures for the protection of persons or property and of the work as may be necessary. In addition, a sufficient number of barricades shall be erected to keep pedestrians and vehicles from entering on or into any work zone(s). From sunset to sunrise, CONTRACTOR shall furnish and maintain at least one light on each barricade. All devices shall be in conformance with MUTCD Standards. CONTRACTOR shall provide an "after hours" phone number to the City of Stillwater's Emergency Operations Center and to the Police and Fire Dispatch to be used for notification to CONTRACTOR of the need to repair signs, barricades, or other warning or control devices. Failure to comply with these requirements may result in the issuance of a Stop Work Order to remain in effect until the deficiencies are corrected. The issuance of a Stop Work Order shall not act to defer or suspend the counting of the working days for the project.

16. Final Cleaning Up. Upon completion of the work and before acceptance and final payment will be made, CONTRACTOR shall clean and remove from the site of the work surplus and discarded materials, temporary structures, barricades and other warning devices, stumps and portions of trees and debris of any kind. CONTRACTOR shall leave the site or 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 OWNER and which are in compliance with Federal, State and City of Stillwater requirements.

17. Indemnification. CONTRACTOR agrees to release, defend, indemnify and save harmless OWNER and any participating public trust, their officers, agents and employees, from and against any and all loss of or damage to property or injuries to, or the death of, any person or persons. CONTRACTOR shall defend, indemnify and save harmless OWNER and any participating public trust and their officers, agents, and employees from and against all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from, or arising out of, directly or indirectly, CONTRACTOR's acts, omissions or operations under or in connection with the project or Agreement, or CONTRACTOR's use and occupancy of any portion of the project site, including, without limitation, acts, operations and/or omissions of CONTRACTOR's officers, employees, representatives, suppliers, invitees, contractors, subcontractors or agents. Provided, however, CONTRACTOR need not release, defend, indemnify or save harmless OWNER and any participating public trust or their officers, agents and employees from damages or injuries resulting from the negligence of their respective officers, agents or employees. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under this Agreement.

18. CONTRACTOR's Insurance. CONTRACTOR's Insurance shall be in accordance with the Bidding Documents.

19. Bonds. As required by and in accordance with the Bidding Documents the successful Bidder shall furnish bonds. The bonds must be submitted on the forms, or photocopies thereof, provided in the Bidding Documents. All bonds must be provided by a Surety authorized to do business in the State of Oklahoma. The bonds are Performance Bond, Statutory Bond, and Maintenance Bond and are particularly described in the Instructions to Bidders.

A. Performance Bond. A properly executed Performance Bond in favor of OWNER on the form provided in the Bidding Documents must be submitted with the Agreement. Generally, the Performance Bond shall guarantee CONTRACTOR's full and faithful execution of the work and performance of the Agreement and provide for the protection of OWNER and all property owners against any damage by reason of acts or omissions of CONTRACTOR or the improper execution of the work or the use of inferior materials.

B. Statutory Bond. A properly executed Statutory Bond on the form provided in the Bidding Documents must be submitted with the Agreement. The Statutory Bond shall provide that CONTRACTOR will make payment for all labor, materials and equipment used in the construction of the project. The Statutory Bond shall be made in favor of the City of Stillwater.

C. Maintenance Bond. A properly executed Maintenance Bond on the form provided in the Bidding Documents must be submitted with the Agreement. For the first year of the term, the Maintenance Bond will be in the amount equal to one hundred percent (100%) of the Contract amount and for each additional year remaining in an amount equal to fifteen percent (15%) of the Contract amount. Unless otherwise provided in the Special Provisions, the term of the Maintenance Bond shall be as follows:

- 1 Year: Street resurfacing and sidewalk projects
- 2 Years: All buildings, park projects and traffic control projects. All water, sanitary sewer and storm drainage projects, except, however, those portions of water, sanitary sewer and storm drainage projects which are placed under streets shall have maintenance bonds of five (5) years.
- 5 years: All streets, bridges and all portions of water, sanitary sewer and storm drainage projects which are placed under streets and all roofing.

The Maintenance Bond shall be made in favor of the City of Stillwater.

20. Time of Completion. Work on this project will be complete **365 calendar days from Notice to Proceed.**

21. Delays and Extension of Contract Times. CONTRACTOR shall be entitled to an extension in time only when: (a) the claim for such extension is submitted to OWNER in writing by CONTRACTOR within seven (7) days from and after the time when the alleged cause of delay shall occur; (excluding weather delays) and (b) then only when such claim is approved by OWNER. In adjusting the time for completion of the project, all strikes, lockouts, unusual delays in transportation or any condition over which CONTRACTOR has no control unless and except delays by a subcontractor deemed to be within the control of CONTRACTOR and any suspensions of activities ordered by OWNER for causes not the fault of CONTRACTOR shall be excluded from the computation of the Contract Times for the completion of the work.

Delays due to abnormal weather conditions shall be assessed at the end of each month. If the weather during that month has prevented the progression of work, CONTRACTOR shall request an extension of time in writing within seven calendar days of the end of the month. Failure to submit said written request within the stipulated timeframe shall qualify as the basis for denial by OWNER of said request for extension.

If the satisfactory execution and completion of the Agreement should require work or materials in greater amount or quantities than those set forth in the Agreement, then the Contract Times may be increased by OWNER. No allowance shall be made for delays or suspensions of the prosecution of the work due to the fault of CONTRACTOR.

22. These Specifications, Supplemental Specifications, Plans, Special Provisions, and all supplementary documents are essential parts of the Agreement and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Agreement. In case of discrepancy between these Agreement components, the governing ranking will be:

<u>Dimensions</u>	<u>Information</u>
1. Project Plans	1. Supplemental Conditions
2. Calculated	2. Project Plans
3. Standard Specifications	3. Special Provisions
4. Standard Plans & Details	4. Standard Specifications
5. Scaled	5. Standard Plans & Details

Oral changes received at pre-bid conferences are not binding. Changes must be issued in writing as addenda before they are binding.

SPECIAL PROVISIONS

PROJECT LOCATION

City Wide Public Rights of Way, City Facilities, and City of Stillwater Easements

LENGTH OF CONTRACT

This contract will expire one (1) year from the date on the Notice to Proceed. The City shall have the option to renew contracts for an additional one (1) year upon the approval of the City Manager and agreement with the contractor. The contractor in the event of renewal will be expected to bear any and all additional cost to extend the contract for an additional one (1) year. Any remaining funds will be allocated to the extended contract.

QUANTITY

The City of Stillwater 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 unit prices only. Extension of contract term will be based on similar quantities of work for the year prior, but is not a guarantee of any specific quantity of work.

AMOUNT

The contract does not guarantee a minimum dollar amount due to the variable nature of the work. The contract is a work order contract and will be awarded based on lowest responsible unit prices. The total amount of the contract will not exceed **Six Hundred Forty Thousand Five Hundred Dollars (\$640,500.00)** per contract year.

CONTRACTOR'S AND OWNERS RESPONSIBILITIES

1. Responding To Work Orders:

- Owner will issues work orders to contractor, identifying locations.
- Contractor is required to accept the Work Order in writing by close of business on the second business day following the issue of the Work Order. Failure to accept a Work Order is a failure to fulfill the obligations of this contract.
- If Contractor refuses or fails to accept a Work Order, the Owner may issue the Work Order to the next lowest and best Bidder.
- If the Contractor accepts the Work Order, the Work must be complete and ready for traffic by the close of business on the 30th calendar day following start of the Work Order.

2. Contractor's Responsibilities Prior to Construction:

- Visit site with Owner and agree upon schedule, work area, traffic control needs, and other provisions required for successful completion of the Work.
- Submit concrete mix design for approval by the City of Stillwater according to Oklahoma Department of Transportation 2009 specifications.

3. Owner's Responsibilities Prior to Construction:

- The Owner will make available a materials storage site at 1599 S. West Street for use by the CONTRACTOR for the project. CONTRACTOR is responsible for site security and restoration of site upon completion of the contract.
- This location is intended for equipment and new materials staging only; trash and other debris shall not be stockpiled at this location.
- Contractor is to use industry accepted Best Management Practices for storm water quality protection of the site and materials.

4. Contractor's Responsibilities during Construction:

- Complete all Work in accordance with the details included in this bid package, and to generally accepted standards of craftsmanship as identified in Oklahoma Department of Transportation 2009 Standard Specifications for Highway Construction, City of Stillwater Standards and Specifications, and Manufactures Specifications.
- Notify Owner a minimum of twenty-four (24) hours prior to beginning work.
- Maintain access to properties within and adjacent to work areas.
- Protect adjacent properties from, but not limited to silica dust during sawing and demolition activities.
- Provide Concrete Ready Mix Truck with a Concrete Wash Out Station. Wash Out Station shall not be located on private property. Contractor shall remove the Wash Out Station in a timely manner.

5. Owner's Responsibilities during Construction:

- Inspect and monitor work performed by CONTRACTOR.

6. Contractor's Responsibilities after Construction:

- Warrant all Work for materials and workmanship for a period of 1 year following issue of Work Order.
- Coordinate with Owner to determine pavement readiness for traffic.

Specifications

Item 101 8” FULL DEPTH PORTLAND CEMENT CONCRETE PAVEMENT REPAIR (HES):

Description: this work consists of providing all other material and equipment necessary to construct an 8-Inch Portland cement Concrete (P.C.C.) pavement patch within the repair area defined by the Engineer. Work includes mobilization, patch preparation work, saw cutting pavement, excavation, removal of material, and placing and compacting 6-Inch of aggregate base, Type II Geogrid (if needed) , placing and compacting 6-Inch (Minimum Thickness) subgrade, dowel jointing to existing concrete pavement, and placing 8-Inches of High Early Strength Portland Cement Concrete.

Portland Cement Concrete Patch Construction shall meet all applicable specifications in the 2009 Oklahoma Department of Transportation Specifications, including but not limited to Section 414 Portland Cement Concrete Pavement, Section 303 Aggregate Bases, Section 310 Subgrade, Section 326 Geosynthetic Reinforcement, as well as any supplement, revisions or special provision of the Oklahoma Department of Transportation or City of Stillwater.

Details for concrete patch as provided in these documents shall apply. Where details are not provided, refer to the appropriate Oklahoma Department of Transportation 2009 Roadway Standard Drawings and City of Stillwater Standard Details.

Measurement and Payment:

Payment shall be full compensation of pavement patch for the 8” Full Depth High Early Strength Portland Cement Concrete Pavement Patch per repair location. The Owner will pay for each item at the contract unit price per the specified pay unit as follows:

<u>Pay Item:</u>	<u>Pay Unit</u>
Item No. 101 – 8” FULL DEPTH P.C.C. PAVEMENT REPAIR (HES).....	SY

Item 102 8” FULL DEPTH COMPOSITE PAVEMENT REPAIR:

Description: this work consists of providing all other material and equipment necessary to construct a 6-Inch High Early Strength Portland Cement Concrete (P.C.C.) pavement patch with a 2-Inch Hot Mix Asphalt Cement cap within the repair area defined by the Engineer. Work includes mobilization, patch preparation work, saw cutting pavement, excavation, removal of material, and placing and compacting 6-Inch of aggregate base, Type II Geogrid (as needed), placing and compacting 6-Inch subgrade, dowel jointing to concrete pavement, placing 6-Inches of Portland Cement Concrete and 2-Inches of Hot Mix Asphalt Concrete.

Composite Patch Construction shall meet all applicable specifications in the 2009 Oklahoma Department of Transportation Specifications, including but not limited to Section 414 Portland Cement Concrete Pavement, Section 411 Hot Mix Asphalt, Section 303 Aggregate Bases, Section 310 Subgrade, Section 326 Geosynthetic Reinforcement,

as well as any supplement, revisions or special provision of the Oklahoma Department of Transportation or City of Stillwater.

Details for concrete patch as provided in these documents shall apply. Where details are not provided, refer to the appropriate Oklahoma Department of Transportation 2009 Roadway Standard Drawings and City of Stillwater Standard Details.

Measurement and Payment:

Payment shall be full compensation of pavement patch for the 8" Full Depth Composite Pavement Repair per repair location. The Owner will pay for each item at the contract unit price per the specified pay unit as follows:

Pay Item: _____ Pay Unit

Item No. 102 – 8" FULL DEPTH COMPOSITE PAVEMENT REPAIR..... SY

Item 103 – TYPE II GEOGRID

Description: This work consists of providing all the material and equipment necessary to place Type II Geogrid within the area defined by the Engineer. Type II Geogrid installation shall be per Section 326 of the 2009 Oklahoma Department of Transportation Standard Specifications as well as any supplement, revision or special provision of the Oklahoma Department of Transportation or City of Stillwater.

Use Geosynthetic reinforcement that is an integrally-formed single layer structure.

Provide geogrids, in accordance with Subsection 712.07, "Geogrid Subgrade Reinforcement of Pavement Structures."

Provide geotextiles in accordance with AASHTO M 288 for Class 1 geotextiles.

Where details are not provided, refer to the appropriate Oklahoma Department of Transportation 2009 Roadway Standard Drawings and City of Stillwater Standard Details.

Measurement and Payment:

Payment shall be full compensation of type II Geogrid per SY. The Owner will pay for each item at the contract unit price per the specified pay unit as follows:

Pay Item: _____ Pay Unit

Item No. 103 Type II Geogrid..... SF

Item 104 – CONSTRUCTION TRAFFIC CONTROL – LANE CLOSURE:

Description: This work consists of providing all the material and equipment necessary to provide Construction Temporary Traffic Control to close single or multiple lanes of traffic for all roads, while providing minimum travel lanes for through traffic.

Construction Temporary Traffic Control shall conform to the Manual of Uniform Traffic Control Devices (MUTCD). Contractor is to provide reasonable commercial and residential access during construction.

The CONTRACTOR will provide, operate, maintain, and inspect all necessary traffic control in accordance with the Manual Uniform Traffic Control Devices (MUTCD) to support the work. Contractor will provide a list of proposed closings and lane restrictions to the City of Stillwater Transportation Department by 12:00 PM on Wednesday the week prior to performing the work.

TC devices not needed shall be removed from the work site.

Add/remove TC devices at the discretion of the engineer.

Measurement and Payment:

Payment shall be full compensation of the Construction Temporary Traffic Control for all Roads per lane mile per work order.

The Owner will pay for each item at the contract unit price per the specified pay unit as follows:

<u>Pay Item:</u>	<u>Pay Unit</u>
Item No. 104 Construction Traffic Control – Lane Closure	WO

Item 105 – CONSTRUCTION TRAFFIC CONTROL – FULL STREET CLOSURE:

Description: This work consists of providing all the material and equipment necessary to provide Construction Temporary Traffic Control to close a street to through traffic.

Construction Temporary Traffic Control shall conform to the Manual of Uniform Traffic Control Devices (MUTCD). Contractor is to provide reasonable commercial and residential access during construction.

The CONTRACTOR will provide, operate, maintain, and inspect all necessary traffic control in accordance with the Manual Uniform Traffic Control Devices (MUTCD) to support the work. Contractor will provide a list of proposed closings and lane restrictions to the City of Stillwater Transportation Department by 12:00 PM on Wednesday the week prior to performing the work.

TC devices not needed shall be removed from the work site.

Add/remove TC devices at the discretion of the engineer.

Measurement and Payment:

Payment shall be full compensation of the Construction Temporary Traffic Control for all Roads per work order.

The Owner will pay for each item at the contract unit price per the specified pay unit as follows:

Pay Item: _____ Pay Unit

Item No. 105 Construction Traffic Control – Full Street Closure WO

Item 106 – Construction Traffic Control – Intersection:

Description: This work consists of providing all the material and equipment necessary to provide Construction Temporary Traffic Control for intersection work, when work requires two or more legs of the intersection are closed to all traffic.

Construction Temporary Traffic Control shall conform to the Manual of Uniform Traffic Control Devices (MUTCD). Contractor is to provide reasonable commercial and residential access during construction.

The CONTRACTOR will provide, operate, maintain, and inspect all necessary traffic control in accordance with the Manual Uniform Traffic Control Devices (MUTCD) to support the work. Contractor will provide a list of proposed closings and lane restrictions to the City of Stillwater Transportation Department by 12:00 PM on Wednesday the week prior to performing the work.

TC devices not needed shall be removed from the work site.

Add/remove TC devices at the discretion of the engineer.

Measurement and Payment:

Payment shall be full compensation of the Construction Temporary Traffic Control for intersection work per work order.

The Owner will pay for each item at the contract unit price per the specified pay unit as follows:

Pay Item: _____ Pay Unit

Item No. 106 Construction Traffic Control – Intersection WO

Item 107 – ADDITIONAL DEPTH – 6-INCH COMPACTED SUBGRADE:

Description: This work consists of providing all the material and equipment necessary to excavate and compact an additional depth in increment of 6-Inches within the area defined by the Engineer. Work includes excavation, backfill and compaction.

6-Inch Compacted Sub-Grade shall meet specifications in the 2009 Oklahoma Department of Transportation Specification Section 310 as well as any supplement,

revision or special provision of the Oklahoma Department of Transportation or City of Stillwater.

Where details are not provided, refer to the appropriate Oklahoma Department of Transportation 2009 Roadway Standard Drawings and City of Stillwater Standard Details.

Measurement and Payment:

Payment shall be full compensation of the 6-Inch Compacted Sub-Grade per location. The Owner will pay for each item at the contract unit price per the specified pay unit as follows:

Pay Item: _____ Pay Unit

Item No. 107 Additional Depth 6-Inch Compacted Sub-Grade SY

Item 108 – 4” Concrete Sidewalk:

Description: This work consists of providing all the material and equipment necessary to place 4” Concrete Sidewalk within the area defined by the Engineer. Work includes placement, excavation, embankment, compaction and disposal as necessary for installation as directed by the Engineer. 4” Concrete Sidewalk installation shall be per Section 610 of the 2009 Oklahoma Department of Transportation Standard Specifications as well as any supplement, revision or special provision of the Oklahoma Department of Transportation or City of Stillwater, and shall be in reasonably close conformance with the standard details or direction from the Engineer.

Where details are not provided, refer to the appropriate Oklahoma Department of Transportation 2009 Roadway Standard Drawings and City of Stillwater Standard Details.

Measurement and Payment:

Payment shall be full compensation of 4” Concrete Sidewalk per location. The Owner will pay for each item at the contract unit price per the specified pay unit as follows:

Pay Item: _____ Pay Unit

Item No. 108 4” Concrete Sidewalk SY

Item 109 – Tactile Warning Device:

Description: This work consists of providing all the material and equipment necessary to place tactile warning device within the area defined by the Engineer. Work includes placement, excavation, embankment, compaction and disposal as necessary for installation as directed by the Engineer. Tactile warning device installation shall be per Section 610 of the 2009 Oklahoma Department of Transportation Standard Specifications as well as any supplement, revision or special provision of the Oklahoma Department of Transportation or City of Stillwater.

Where details are not provided, refer to the appropriate Oklahoma Department of Transportation 2009 Roadway Standard Drawings and City of Stillwater Standard Details.

Measurement and Payment:

Payment shall be full compensation of Tactile Warning Device per location. The Owner will pay for each item at the contract unit price per the specified pay unit as follows:

Pay Item: _____ Pay Unit

Item No. 109 Tactile Warning Device..... SF

Item 110 – 6” Concrete Driveway (HES):

Description: This work consists of providing all the material and equipment necessary to place 6” concrete driveway using high early strength concrete within the area defined by the Engineer. Work includes placement, excavation, embankment, compaction and disposal as necessary for installation as directed by the Engineer. 6” Concrete Driveway installation shall be per Section 610 of the 2009 Oklahoma Department of Transportation Standard Specifications as well as any supplement, revision or special provision of the Oklahoma Department of Transportation or City of Stillwater.

Where details are not provided, refer to the appropriate Oklahoma Department of Transportation 2009 Roadway Standard Drawings and City of Stillwater Standard Details.

Measurement and Payment:

Payment shall be full compensation of 6” Concrete Driveway (HES) per location. The Owner will pay for each item at the contract unit price per the specified pay unit as follows:

Pay Item: _____ Pay Unit

Item No. 110 6” Concrete Driveway (HES) SY

Item 111 – Class C Concrete:

Description: This work consists of providing all the material and equipment necessary to place class C concrete within the area defined by the Engineer. Work includes placement, excavation, embankment, compaction and disposal as necessary for installation as directed by the Engineer. Class C Concrete installation shall be comply with Section 701 of the 2009 Oklahoma Department of Transportation Standard Specifications as well as any supplement, revision or special provision of the Oklahoma Department of Transportation or City of Stillwater.

Where details are not provided, refer to the appropriate Oklahoma Department of Transportation 2009 Roadway Standard Drawings and City of Stillwater Standard Details.

Measurement and Payment:

Payment shall be full compensation of Class C Concrete per location. The Owner will pay for each item at the contract unit price per the specified pay unit as follows:

Pay Item: _____ Pay Unit

Item No. 111 Class C Concrete CY

Item 112 – Reinforcing Steel:

Description: This work consists of providing all the material and equipment necessary to place reinforcing steel within the area defined by the Engineer. Work includes placement, excavation, embankment, compaction and disposal as necessary for installation as directed by the Engineer. Reinforcing steel installation shall be per Section 511 of the 2009 Oklahoma Department of Transportation Standard Specifications as well as any supplement, revision or special provision of the Oklahoma Department of Transportation or City of Stillwater, and shall be in reasonably close conformance with the standard details or direction from the Engineer.

Where details are not provided, refer to the appropriate Oklahoma Department of Transportation 2009 Roadway Standard Drawings and City of Stillwater Standard Details.

Measurement and Payment:

Payment shall be full compensation of 6” Concrete Driveway (HES) per location. The Owner will pay for each item at the contract unit price per the specified pay unit as follows:

Pay Item: _____ Pay Unit

Item No. 112 Reinforcing Steel LBS

Item 113 – 24hr Response:

Description: This work consists of scheduling work within 24 hours of being issued a Work Order and providing all the material and equipment necessary to mobilize and construct work defined in a Work Order within three days of receiving the Work Order.

Measurement and Payment:

Payment shall be full compensation of 24hr response per Work Order. The Owner will pay for each item at the contract unit price per the specified pay unit as follows:

Pay Item: _____ Pay Unit

Item No. 113 24hr Response WO

Item 114 – Combined Curb and Gutter (6” Barrier):

Description: This work consists of providing all the material and equipment necessary to remove and replace curb and gutter within the area defined by the Engineer. Work includes placement, excavation, embankment, compaction and disposal as necessary for installation as directed by the Engineer. Combined Curb and Gutter installation shall be per Section 609 of the 2009 Oklahoma Department of Transportation Standard Specifications as well as any supplement, revision or special provision of the Oklahoma Department of Transportation or City of Stillwater.

Where details are not provided, refer to the appropriate Oklahoma Department of Transportation 2009 Roadway Standard Drawings and City of Stillwater Standard Details.

Measurement and Payment:

Payment shall be full compensation of Combined Curb and Gutter (6” Barrier) per location. The Owner will pay for each item at the contract unit price per the specified pay unit as follows:

Pay Item: _____ Pay Unit

Item No. 114 Combined Curb and Gutter (6” Barrier)..... LF

Item 115 – Controlled Low Strength Material:

Description: This work consists of providing all the material and equipment necessary to place class Controlled Low Strength Material (CLSM) within the area defined by the Engineer. Work includes placement, excavation, embankment, compaction and disposal as necessary for installation as directed by the Engineer. Controlled Low Strength Material installation shall be comply with Section 701 and 703 of the 2009 Oklahoma Department of Transportation Standard Specifications as well as any supplement, revision or special provision of the Oklahoma Department of Transportation or City of Stillwater.

Where details are not provided, refer to the appropriate Oklahoma Department of Transportation 2009 Roadway Standard Drawings and City of Stillwater Standard Details.

Measurement and Payment:

Payment shall be full compensation of Controlled Low Strength Material per location. The Owner will pay for each item at the contract unit price per the specified pay unit as follows:

Pay Item: _____ Pay Unit

Item No. 115 Controlled Low Strength Material CY

Item 116 – Adjust Inlet Frame and Grate to Grade:

Description: This work consists of providing all the material and equipment necessary to remove and relocate existing Inlet Frame and Grate to grade within the area defined by the Engineer. Work includes placement, excavation, embankment, compaction and disposal as necessary for installation as directed by the Engineer. Adjust Inlet Frame and Grate to Grade installation shall be comply with Section 612 of the 2009 Oklahoma Department of Transportation Standard Specifications as well as any supplement, revision or special provision of the Oklahoma Department of Transportation or City of Stillwater.

Where details are not provided, refer to the appropriate Oklahoma Department of Transportation 2009 Roadway Standard Drawings and City of Stillwater Standard Details.

Measurement and Payment:

Payment shall be full compensation of Adjust Inlet Frame and Grate per location. The Owner will pay for each item at the contract unit price per the specified pay unit as follows:

Pay Item: _____ Pay Unit

Item No. 116 Adjust Inlet Frame and Grate EA

Item 117 – Adjust Manhole Frame and Ring to Grade:

Description: This work consists of providing all the material and equipment necessary to remove and relocate existing Manhole Frame and Ring to grade within the area defined by the Engineer. Work includes placement, excavation, embankment, compaction and disposal as necessary for installation as directed by the Engineer. Adjust Manhole Frame and Ring to Grade installation shall be comply with Section 612 of the 2009 Oklahoma Department of Transportation Standard Specifications as well as any supplement, revision or special provision of the Oklahoma Department of Transportation or City of Stillwater.

Where details are not provided, refer to the appropriate Oklahoma Department of Transportation 2009 Roadway Standard Drawings and City of Stillwater Standard Details.

Measurement and Payment:

Payment shall be full compensation of Adjust Manhole Frame and Ring per location. The Owner will pay for each item at the contract unit price per the specified pay unit as follows:

Pay Item: _____ Pay Unit

Item No. 117 Adjust Manhole Frame and Ring to Grade EA

Item 118 – Adjust Valve Box to Grade:

Description: This work consists of providing all the material and equipment necessary to remove and relocate existing Valve Box to grade within the area defined by the Engineer. Work includes placement, excavation, embankment, compaction and disposal as necessary for installation as directed by the Engineer. Adjust Valve Box to Grade installation shall be comply with Section 612 of the 2009 Oklahoma Department of Transportation Standard Specifications as well as any supplement, revision or special provision of the Oklahoma Department of Transportation or City of Stillwater.

Where details are not provided, refer to the appropriate Oklahoma Department of Transportation 2009 Roadway Standard Drawings and City of Stillwater Standard Details.

Measurement and Payment:

Payment shall be full compensation of Adjust Valve Box to Grade per location. The Owner will pay for each item at the contract unit price per the specified pay unit as follows:

Pay Item: _____ Pay Unit

Item No. 118 Adjust Valve Box to Grade EA

Item 119 – Adjust Pull Box to Grade:

Description: This work consists of providing all the material and equipment necessary to remove and relocate existing Pull Box to Grade within the area defined by the Engineer. Work includes placement, excavation, embankment, compaction and disposal as necessary for installation as directed by the Engineer. Adjust Pull Box to Grade installation shall be comply with Section 612 of the 2009 Oklahoma Department of Transportation Standard Specifications as well as any supplement, revision or special provision of the Oklahoma Department of Transportation or City of Stillwater.

Where details are not provided, refer to the appropriate Oklahoma Department of Transportation 2009 Roadway Standard Drawings and City of Stillwater Standard Details.

Measurement and Payment:

Payment shall be full compensation of Adjust Pull Box to Grade per location. The Owner will pay for each item at the contract unit price per the specified pay unit as follows:

Pay Item: _____ Pay Unit

Item No. 119 Adjust Pull Box to Grade EA

Item 120 – Adjust Meter Box to Grade:

Description: This work consists of providing all the material and equipment necessary to remove and relocate existing Meter Box to Grade within the area defined by the Engineer. Work includes placement, excavation, embankment, compaction and disposal as necessary for installation as directed by the Engineer. Adjust Meter Box to Grade installation shall be comply with Section 612 of the 2009 Oklahoma Department of Transportation Standard Specifications as well as any supplement, revision or special provision of the Oklahoma Department of Transportation or City of Stillwater.

Where details are not provided, refer to the appropriate Oklahoma Department of Transportation 2009 Roadway Standard Drawings and City of Stillwater Standard Details.

Measurement and Payment:

Payment shall be full compensation of Adjust Meter Box to Grade per location. The Owner will pay for each item at the contract unit price per the specified pay unit as follows:

Pay Item: _____ Pay Unit

Item No. 120 Adjust Meter Box to Grade EA

Item 121 – 6” Edge Drain Conduit:

Description: This work consists of providing all the material and equipment necessary to install perforated Edge Drain within the area defined by the Engineer. Work includes placement, excavation, embankment, compaction, disposal, and fittings as necessary for installation as directed by the Engineer. 6” Edge Drain Conduit installation shall be comply with Section 613 of the 2009 Oklahoma Department of Transportation Standard Specifications as well as any supplement, revision or special provision of the Oklahoma Department of Transportation or City of Stillwater.

Where details are not provided, refer to the appropriate Oklahoma Department of Transportation 2009 Roadway Standard Drawings and City of Stillwater Standard Details.

Measurement and Payment:

Payment shall be full compensation of Adjust Meter Box to Grade per location. The Owner will pay for each item at the contract unit price per the specified pay unit as follows:

Pay Item: _____ Pay Unit

Item No. 121 6” Edge Drain LF

Item 122 – Cast Iron Storm Water Opening:

Description: This work consists of providing all the material and equipment necessary to install Cast Iron Storm Water Opening within the area defined by the Engineer. Work includes placement, excavation, embankment, compaction, disposal, and connection to existing drainage conduit as necessary for installation as directed by the Engineer. Cast Iron Storm Water Opening shall comply with Neenah Foundry Item R-3262 or an approved equal and installation shall be in reasonably close conformance with the manufacturers details.

Where details are not provided, refer to the appropriate Oklahoma Department of Transportation 2009 Roadway Standard Drawings and City of Stillwater Standard Details.

Measurement and Payment:

Payment shall be full compensation Cast Iron Storm Water Opening per location. The Owner will pay for each item at the contract unit price per the specified pay unit as follows:

<u>Pay Item:</u>	<u>Pay Unit</u>
Item No. 122 Cast Iron Storm Water Opening	EA

Item 123 – Remove/Reset Mail Box:

Description: This work consists of providing all the material and equipment necessary to remove and reset existing Mail Box within the area defined by the Engineer. Work includes placement, excavation, embankment, compaction and disposal as necessary for installation as directed by the Engineer. Remove/Reset Mail Box installation shall be comply with Section 629 of the 2009 Oklahoma Department of Transportation Standard Specifications as well as any supplement, revision or special provision of the Oklahoma Department of Transportation or City of Stillwater.

Contractor shall make every reasonable effort to protect existing architectural mail boxes or mail boxes with a decorative façade, and shall notify the Engineer if removal and replacement will be necessary.

Where details are not provided, refer to the appropriate Oklahoma Department of Transportation 2009 Roadway Standard Drawings and City of Stillwater Standard Details.

Measurement and Payment:

Payment shall be full compensation of Remove/Reset Mail Box per location. The Owner will pay for each item at the contract unit price per the specified pay unit as follows:

<u>Pay Item:</u>	<u>Pay Unit</u>
Item No. 123 Remove/Reset Mail Box	EA

Item 124 – Irrigation System Repair:

Description: This work consists of providing all the material and equipment necessary to repair existing Irrigation System within the area defined by the Engineer. Work includes removal, placement, excavation, embankment, compaction, disposal, and connection to existing irrigation system as necessary for installation as directed by the Engineer.

Contractor shall notify the Engineer immediately of existing irrigation systems that exhibit damage outside of the defined construction area.

Measurement and Payment:

Payment shall be full compensation Irrigation System per separate irrigation system. The Owner will pay for each item at the contract unit price per the specified pay unit as follows:

<u>Pay Item:</u>	<u>Pay Unit</u>
Item No. 124 Irrigation System Repair	EA

Item 125 – Solid Slab Sod:

Description: This work consists of providing all the material and equipment necessary to place Solid Slab Sod within the area defined by the Engineer. Work includes salvaging topsoil, placement, excavation, embankment, compaction, disposal, and watering as necessary for installation as directed by the Engineer. Solid Slab Sod installation shall be per Sections 205 and 230 of the 2009 Oklahoma Department of Transportation Standard Specifications as well as any supplement, revision or special provision of the Oklahoma Department of Transportation or City of Stillwater.

Where details are not provided, refer to the appropriate Oklahoma Department of Transportation 2009 Roadway Standard Drawings and City of Stillwater Standard Details.

Measurement and Payment:

Payment shall be full compensation of Solid Slab Sod per location. The Owner will pay for each item at the contract unit price per the specified pay unit as follows:

<u>Pay Item:</u>	<u>Pay Unit</u>
Item No. 125 Solid Slab Sod	SY

Item 126 – Mobilization:

Description: This work consists of providing all the material and equipment necessary to Mobilize per each Work Order.

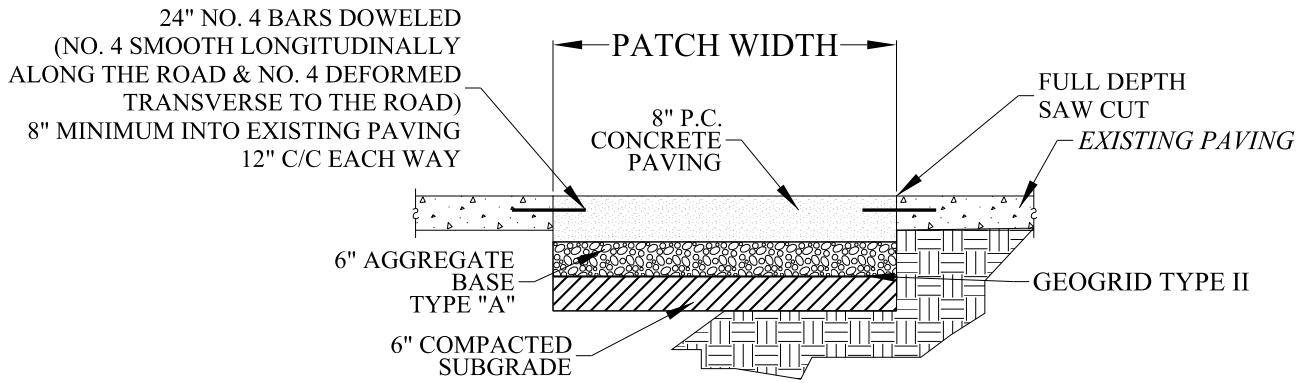
Measurement and Payment:

Payment shall be full compensation of the Mobilization per work order.

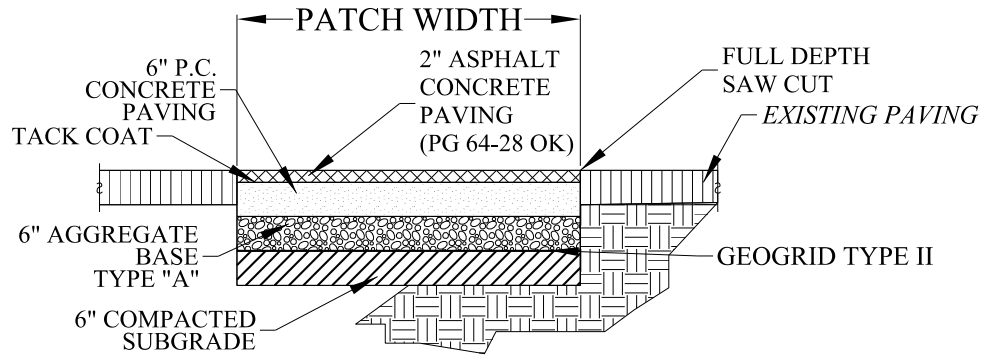
The Owner will pay for each item at the contract unit price per the specified pay unit as follows:

Pay Item: _____ Pay Unit

Item No. 126 Mobilization..... WO



CONCRETE PAVEMENT REPAIR DETAIL
NOT TO SCALE



COMPOSITE PAVEMENT REPAIR DETAIL
NOT TO SCALE

NOTES:

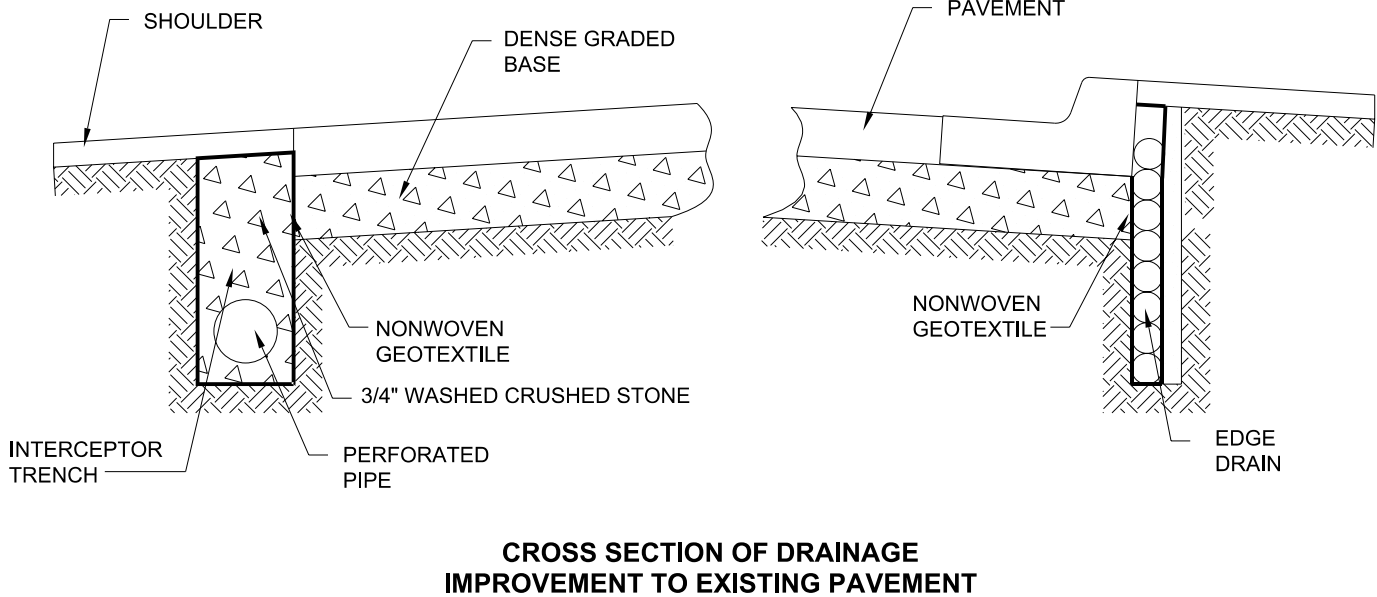
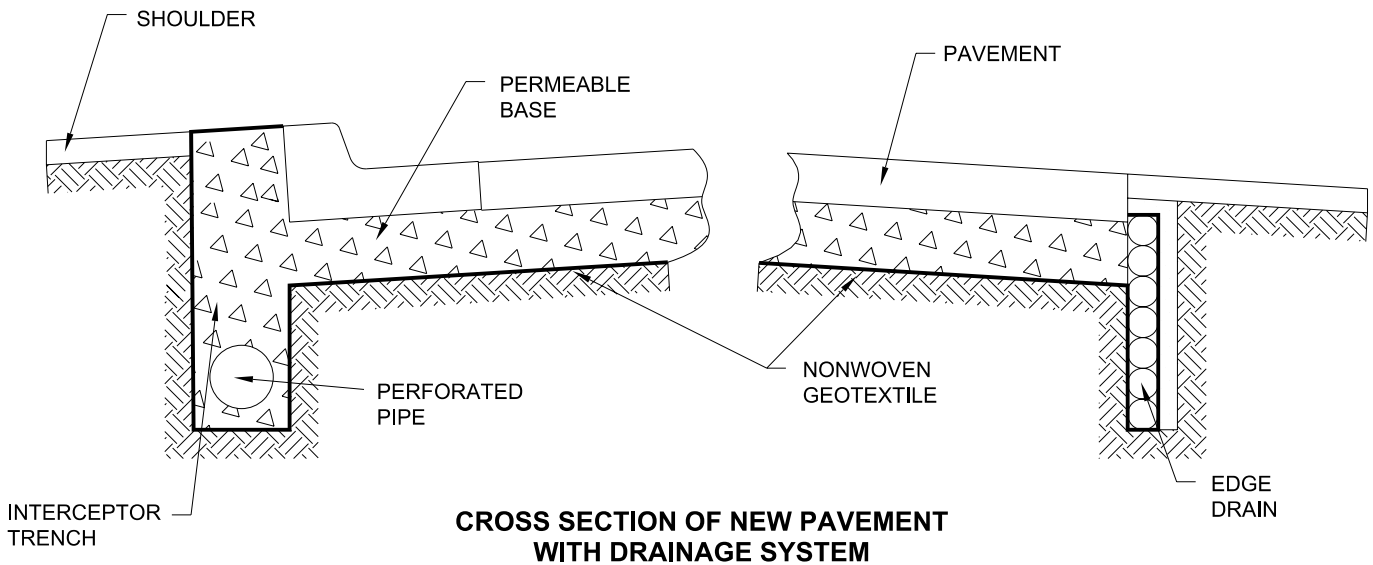
1. CONSTRUCTION JOINTS TO MATCH EXISTING WHERE APPLICABLE. SEE STANDARD DETAIL 3727
2. NEW PCC PAVING TO BE 2" THICKER THAN EXISTING PAVEMENT 8" MINIMUM.
3. EXISTING CONCRETE ROADS WITH ASPHALT CONCRETE OVERLAY SHALL HAVE CONCRETE PAVING PATCH DOWELED INTO EXISTING PAVING PER CONCRETE PAVEMENT PATCH DETAIL.
4. THE CITY SHALL DECIDE WHICH TYPE OF PAVEMENT PATCH IS APPLICABLE.
5. MATERIAL AND PLACEMENT SHALL BE IN ACCORDANCE WITH CITY OF STILLWATER AND ODOT STANDARD SPECIFICATIONS AND DETAILS.



**FULL DEPTH PAVEMENT
REPAIR DETAILS**

CITY OF STILLWATER
TRANSPORTATION & STORMWATER SERVICES DEPARTMENT

SCALE:	HORZ: NTS VERT: NTS
PROJECT:	
DATE:	12/12/17
DRAWN BY:	MAS
DESIGNED BY:	



NOTES:

1. MINIMUM PERFORATED PIPE SIZE IS 4" DIAMETER.
2. PERFORATED PIPES SHALL BE TIED TO THE STORM SEWER SYSTEM.
3. ON STREETS WITH CURB AND GUTTER, THE DRAIN SHALL BE OUTSIDE BUT ADJACENT TO THE CURB.
4. PIPE MATERIAL SHALL BE POLYETHYLENE PIPE THAT MEETS ASTM F405 SPECIFICATIONS.
5. DESIGN OF INTERCEPTOR TRENCH SHALL BE BY AN ENGINEER AND CONSIDER DISCHARGE LOCATIONS IMPACTS SURROUNDING AREAS.

REVISION	BY	DATE	City of stillwater TRANSPORTATION DEPARTMENT - ENGINEERING DIVISION PAVING BASE DRAINAGE STANDARD DETAILS	
			DATE: JULY 18, 2011	
			STANDARD NO. 3721	



INVITATION FOR BID
 #004-19/20
 19TR01-C: FULL DEPTH REPAIR OF CITY
 STREETS AND RIGHT OF WAYS
 Issued: August 2, 2019

City of Stillwater,
 Oklahoma

Exhibit A
Detailed Bid Form

Item No.	Description	Unit	Quantity	Unit Cost	Item Total
101	8" FULL DEPTH CONCRETE PAVEMENT REPAIR (HES)	SY	1,000	\$	\$
102	8" FULL DEPTH COMPOSITE PAVEMENT REPAIR	SY	500	\$	\$
103	TYPE II GEOGRID	SY	200	\$	\$
104	CONSTRUCTION TRAFFIC CONTROL – LANE CLOSURE: ALL ROADS	WO	10	\$	\$
105	CONSTRUCTION TRAFFIC CONTROL – FULL STREET CLOSURE: ALL ROADS	WO	20	\$	\$
106	CONSTRUCTION TRAFFIC CONTROL – INTERSECTION	WO	15	\$	\$
107	ADDITIONAL DEPTH 6-INCH COMPACTED SUBGRADE	SY	500	\$	\$
108	4" CONCRETE SIDEWALK	SY	200	\$	\$
109	TACTILE WARNING DEVICE	SF	100	\$	\$
110	6" CONCRETE DRIVEWAY (HES)	SY	100	\$	\$
111	CLASS C CONCRETE	CY	5	\$	\$
112	REINFORCING STEEL	LBS	200	\$	\$



INVITATION FOR BID
 #004-19/20
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 Oklahoma

113	24HR RESPONSE	WO	2	\$	\$
114	COMBINED CURB AND GUTTER (6" BARRIER)	LF	60	\$	\$
115	CONTROLLED LOW STRENGTH MATERIAL	CY	5	\$	\$
116	ADJUST INLET FRAME AND GRATE TO GRADE	EA	5	\$	\$
117	ADJUST MANHOLE FRAME AND RING TO GRADE	EA	5	\$	\$
118	ADJUST VALVE BOX TO GRADE	EA	5	\$	\$
119	ADJUST PULL BOX TO GRADE	EA	5	\$	\$
120	ADJUST METER BOX TO GRADE	EA	5	\$	\$
121	6" EDGE DRAIN CONDUIT	LF	3,000	\$	\$
122	CAST IRON STORM WATER OPENING	EA	15	\$	\$
123	REMOVE/RESET MAILBOX	EA	15	\$	\$
124	IRRIGATION SYSTEM REPAIR	EA	5	\$	\$
125	SOLID SLAB SOD	SY	50	\$	\$
126	MOBILIZATION	WO	50	\$	\$

Bidder's Company Name: _____

Authorized Signature Here ▶ _____

Printed Name: _____