

ADVERTISEMENT FOR BIDS

Notice is hereby given that The City of The Village, a municipal corporation, will receive sealed **BIDS** at the office of the City Clerk, 2304 Manchester Dr., The Village, OK, until **2:00 P.M.** Central Standard Time on February 9, 2021, for the following Project:

Signalization & Pedestrian Crossing Improvements at Lakeside & May

Bids shall be sealed and marked "SEALED BID ENCLOSED FOR **THE VILLAGE SIGNALIZATION AND PEDESTRIAN CROSSING IMPROVEMENTS AT LAKESIDE & MAY.**

A **mandatory pre-bid conference** will be held at the City of The Village, 2304 Manchester Dr., The Village, OK at 2:00 P.M. on February 2, 2021.

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

A Bid Bond in the amount of 5% of the bid, an Anticollusion Affidavit, and a Business Relationships Affidavit shall accompany the sealed proposal.

The Bidder shall only use the City of The Village Bid Form and affidavits or photocopies thereof. All forms must be signed and all affidavits sworn to and notarized. All bids shall be typewritten or in ink.

Bids will be publicly opened and read aloud at **2:00 P.M.** Central Standard Time on February 9, 2021 in the City of The Village Conference Room, 2304 Manchester Dr., The Village, OK 73120.

The City of The Village reserves the right to reject any all bids and reserves the right to waive immaterial defects and irregularities.

The **BIDDING DOCUMENTS AND CONTRACT DOCUMENTS** may be examined at the City of The Village Clerk's Office, 2304 Manchester Dr., The Village, OK 73120, Monday – Friday, 8:00 A.M. – 5:00 P.M. Bidding documents are also available at:

<http://www.thevillageok.org/resources/#1518127611166-7dc62b4f-755b>

1/8/2021

Date

INFORMATION FOR BIDDERS

The City of The Village, a municipal corporation, has published its advertisement for sealed bids to be received in the office of the City Clerk, 2304 Manchester Dr., The Village, OK, until **2:00 p.m.** CST February 9, 2021, for the following project:

THE VILLAGE SIGNALIZATION AND PEDESTRIAN CROSSING IMPROVEMENTS AT LAKESIDE & MAY

Bids shall be sealed and marked "**SEALED BID ENCLOSED FOR THE VILLAGE SIGNALIZATION AND PEDESTRIAN CROSSING IMPROVEMENTS AT LAKESIDE AND MAY**".

Bids will be opened and read aloud on **February 9, 2021**, at 2:00 p.m. at The City of Village Conference Room, 2304 Manchester Dr., The Village, OK.

NO CONDITIONAL or QUALIFIED bids will be accepted.

MANDATORY PRE-BID CONFERENCE:

City of The Village
2304 Manchester Drive
The Village, OK 73120

DATE: February 2, 2021 TIME: 2:00 PM

The pre-bid conference is mandatory for any successful Bidder. Representatives of the City will be present. The purpose of the conference is to discuss the plans and specifications. In the event of a conflict between the plans and specifications, the specifications will govern.

In compliance with the provisions of the Americans with Disabilities Act, upon forty-eight (48) hours notice to the City, a sign language interpreter will be provided for the pre-bid conference.

Bids shall be made in accordance with the Notice to Bidders and Bidding Documents which are on file and available for examination at the Office of the City Clerk and are made part of this notice as though fully set forth herein and a copy of which may be obtained at City Hall.

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Bidding Documents and the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation with respect to its Bid.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the bid schedule by examination of the site and a review of the drawings and specifications including any Addenda. After bids have been submitted, the bidder shall not be entitled to assert that there was a misunderstanding concerning the quantities of materials or in the scope of the work to be done.

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

A Bid Bond in the amount of 5% of the bid, an Anticollusion Affidavit, and a Business Relationships Affidavit shall accompany the sealed proposal. The Bidder shall only use the City of The Village Bid Form and affidavits or photocopies thereof. All forms must be signed, and all affidavits sworn to and notarized. All bids shall be typewritten or in ink.

As soon as the bid prices have been compared, the City will return the bonds of all except the three lowest and best responsible bidders. The bid bond of the successful bidder will be retained until the Performance Bond, Statutory Bond and Certificate of Insurance have been executed and approved, after which it will be returned. The bid security of the two remaining unsuccessful Bidders will be returned after the successful Bidder has entered into a Contract and has furnished the required bonds and insurance.

The successful Bidder shall deliver the executed Contract and all required bonds together with the certificates of insurance and nondiscrimination all as required in the Bidding Documents, to the City no later than ten (10) calendar days following the City's award of the Contract unless that time is extended by the City Manager. In the event the Bidder fails or refuses to execute the Contract, the City may consider the Bidder in default in which case the Bid Bond accompanying the proposal shall become the property of the City.

The City may issue addenda as may be necessary in the best interest of the public and the City of The Village. Addenda may amend the date and/or time for receipt of bids or any specification, item, document or requirement contained in the Bidding Documents upon notice to all prospective Bidders who have signed the Bidding Documents Receipt List for this project, which is kept on file in the Office of the City Clerk.

The City Council of the City of The Village reserves the right to reject any or all bids and reserves the right to waive immaterial defects and irregularities.

For additional bidding information, contact The Village City Manager 529-0000 or Public Works Director 751-4933.

TERMS AND CONDITIONS

ARTICLE 1 - GENERAL

1.1 BIDDING DOCUMENTS DEFINITIONS

1.1.1 The Bidding Documents consist of the Bid Documents and the Contract Documents.

The Bid Documents consist of the Advertisement for Bids, Information for Bidders, these Terms and Conditions, Specifications including all Exhibits, Drawings, Plans, and Attachments, all required bid documents and forms, Anti-collusion Affidavit, Business Relationships Affidavit, any other documents required for this bid and any Addenda issued prior to the Bid Date.

The Contract Documents consist of: Contract, Performance Bond, Statutory Bond, Maintenance Bond, Certificate of Nondiscrimination, Certificates of Insurance, and all Addenda issued prior to the Bid Date. Any amendments issued after the award of the Contract shall be a part of the Contract Documents upon their approval by the City.

1.1.2 "*Addenda*" are written or graphic instruments issued by the City prior to the Bid Date which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.1.3 A "*bid*" is a complete and properly signed proposal to do the work for the sums stated therein, submitted in accordance with the Bidding Documents. A submission shall not be considered a bid if it is untimely. A submission by a proposed Contractor or Bidder who is not Pre-qualified shall not be considered.

1.1.4 The "*Bid Date*" and "*Bid Time*" are the date and time for the receipt of bids as provided in the Advertisement for Bids.

1.1.5 A "*Unit Price*" is an amount stated in the bid as a price per unit of measurement for materials, equipment or services or a portion of work as described in the Bidding Documents.

1.2 CONFIDENTIALITY

1.2.1 No Bidder shall divulge the sealed contents of a bid to any person whomsoever, except those having a partnership or other financial interest with the Bidder in said bid, until after the sealed bids have been opened. A violation on the part of the Bidder shall make void any Contract made by the Bidder with the City based upon such bid.

1.3 SALES TAX

1.3.1 Title 68 Oklahoma Statutes (1991) Section 1356 (I) exempts sales to municipalities and their contractors from sales taxes on the sale of "tangible personal property or services." All bids made for City projects shall be assumed to have been made based on such statutory exemption as effective on the Bid Date.

1.3.2 Any interpretation of a procedure for the sales tax exemption must be sought from the Oklahoma Tax Commission or the Bidder's legal counsel.

1.4 ELIGIBILITY TO DO PUBLIC WORK.

1.4.1 The bid of any Bidder listed by the Commissioner of Labor as being ineligible to bid on or be awarded a public works Contract will be recommended for rejection.

1.4.2 No subcontractor listed by the Commissioner of Labor as being ineligible to work on any public project may be employed by the successful Bidder. The bidder shall provide a list of all subcontractors that will be engaged by bidder to perform any portion of this project.

1.5 CONTRACT

1.5.1 The awarding of a Contract upon a successful bid shall give the Bidder no right to action or claim against the City upon such Contract until the same shall have been reduced to writing and duly signed by the contracting parties.

ARTICLE 2 - BIDDER'S REPRESENTATIONS

2.1 The Bidder by making a bid represents that:

2.1.1 The Bidder has read carefully and understands the Bidding Documents and has visited the site and become familiar with local conditions under which the work is to be performed and has informed himself by independent research of the difficulties to be encountered and personally judged the accessibility of the work and all attending circumstances affecting the cost of doing the work and of the time required for its completion and has correlated the Bidder's personal observations with the requirements of the Bidding Documents and the bid is made in accordance therewith.

2.1.2 The Bidder has read and understands the Bidding Documents to the extent that such documentation related to the work for which the bid is submitted and for other portions of the work, if any, being bid concurrently or presently under construction.

2.1.3 The bid is based upon the materials, equipment, systems, or services required by the Bidding Documents without exception.

ARTICLE 3 - BIDDING DOCUMENTS

3.1 COPIES

3.1.1 Bidders may obtain complete Bidding Documents from the Office of the City Clerk, 2304 Manchester Dr., The Village, OK 73120, or as designated in the Advertisement for Bids.

3.1.2 Bidders shall use complete sets of Bidding Documents in preparing bids the City shall not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 The Bidder shall carefully study and compare the plans with the Specifications, Bid Form, and other Bidding Documents. The Bidder shall compare the project to be bid with other work being bid concurrently or presently under construction, to the extent that it relates to the work for which the bid is submitted. The

Bidder shall examine the site and local conditions. The Bidder shall at once report to the City any errors, inconsistencies, or ambiguities discovered and shall request interpretation of the Bidding Documents as necessary.

3.2.2 Addendum Required. The Bidding Documents represent all the information the City will provide. Interpretations and corrections of and/or changes to the Bidding Documents will be made only by addendum. Interpretations and/or changes made in any other manner will not be binding upon the City and Bidders shall not rely upon them.

3.3 SUBSTITUTIONS

3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

3.3.2 Pre-bid Consideration Addendum required. No substitution will be considered prior to the receipt of Bids unless a written request for approval has been received by the City within seven (7) days prior to the Bid Date. Such requests shall include the name of the material, product or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, products, equipment or other portions of the work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included in the request. The burden of proof of the merit of the proposed substitution is upon the proposer.

3.3.3 If a proposed substitution is approved prior to Bid Date, such approval will be set forth in an addendum issued by the City.

3.3.4 Post-Contract Consideration. Substitutions will not be considered after the award of Contract.

3.4 ADDENDA DELIVERY AND RECEIPT

3.4.1 Addenda will be mailed, faxed, or delivered only to those Bidders who have signed the Bidding Document Receipt List for the project, which is maintained in the City Clerk's Office.

3.4.2 Copies of addenda will be made available for inspection in the Office of the City Clerk, 2304 Manchester Dr., The Village, and OK 73120.

The following shall be considered proof that Bidder received an addendum:

- a) Mailed addendum: The Bidder's signature or Bidder's Representative's signature on the Certified Mail Return Receipt.
- b) Hand delivered or Picked-up Addendum: The Bidder's signature or Bidder's representative's signature on the Addendum Received Signature List.
- c) Faxed addendum: The City's Fax Confirmation sheet.

It shall be the obligation of the Bidder to ascertain from the City Clerk's Office, within two (2) working days

prior to the Bid Date, whether Bidder has received all addenda.

3.5 PRE-BID CONFERENCE

3.5.1 As provided in the Advertisement for Bids, a pre-bid conference will be held. The conference is mandatory for all prospects who wish to submit a bid. Representatives of the City will be present. The purpose of the conference is to discuss the plans and Specifications.

3.5.2 Provision of Interpreters. In compliance with the provisions of the Americans with Disabilities Act, upon forty-eight (48) hours-notice to the City, a sign language interpreter will be provided for the pre-bid conference.

ARTICLE 4 - BIDDING PROCEDURES

4.1 FORM AND STYLE OF BIDS

4.1.1 Bids shall be submitted on the Bid Form(s) provided in the Bidding Documents or photocopies thereof.

4.1.2 All blanks on the Bid Form shall be filled in by typewriter or legibly printed in ink.

4.1.3 All prices shall be distinctly legible. Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of any discrepancy between the two, the amount written in words shall govern.

4.1.4 Where a detailed unit price Bid Form for the submission of unit prices is provided in the Bidding Documents, the Bidder will complete the detailed Bid Form and then enter the total amount and shall state the Bidder's name and address, and if applicable, the designated portion of the work for which the bid is submitted.

If the bid is sent by mail, the sealed envelope, marked as described above, shall be enclosed in a separate mailing envelope with the notation **""SEALED BID ENCLOSED FOR THE VILLAGE SIGNALIZATION AND PEDESTRIAN CROSSING IMPROVEMENTS AT LAKESIDE & MAY** on the face thereof.

4.1.5 Bids shall be deposited at the Office of the City Clerk, 2304 Manchester Dr., The Village, OK 73120, not more than 96 hours, excluding Saturdays, Sundays and holidays prior to the Bid Date and time. Bids received more than ninety-six (96) hours, excluding Saturdays, Sundays, and holidays, before the time set for opening of bids, as well as bids received after the time set for the opening of bids, will not be considered and will be returned unopened.

4.1.6 The Bidder shall assume full responsibility for timely delivery of the bid to the City.

4.1.7 Oral, telephonic, faxed, or telegraphic submissions are invalid bids and will not receive consideration.

4.1.8 The Bid Affidavits must be properly completed, signed and notarized and submitted with the bid on the forms provided in the Bidding Documents and in the sealed envelope.

The required affidavits are:

1. Anti-collusion Affidavit; and
2. Business Relationships Affidavit

4.1.9 No sealed bid shall be altered, changed, executed, or otherwise revised in any manner by any Bidder after it has been tendered to the City Clerk nor may bids, once submitted to the City Clerk, be withdrawn.

4.1.10 The bid shall be accompanied with a Bid Bond in the amount of 5% of the bid.

ARTICLE 5 - CONSIDERATION OF BIDS

5.1 OPENING OF BIDS TIME FOR CONSIDERATION

5.1.1 Bids properly submitted and timely received will be opened publicly and will be read aloud in the presence of the City Clerk. Opened bids will remain on file in the Office of the City Clerk for at least two (2) days before a Contract is entered into. A tabulation of bid information may be made available to the Bidders within a reasonable time.

5.1.2 The award of Contract shall be made within fourteen (14) days after the opening of bids unless the City, by formal recorded action and for good cause shown, provides for a reasonable extension of that period, or unless otherwise specifically stated in the Bidding Documents. The extension shall be for no more than fifteen (15) days.

5.2 REJECTION OF BIDS

5.2.1 The bids will be considered by the City Manager. The City shall reserve the right to reject any or all bids. The City has declared its intent to reject a bid not accompanied by the required Bid Security, and/or a properly signed Bid Form, and/or properly completed, signed and notarized Bid Affidavits and/or by other item(s) required by the Bidding Documents, and may reject a bid, which is in any way incomplete or irregular.

5.3 ACCEPTANCE OF BID AND AWARD OF CONTRACT

5.3.1 It is the intent of the City to award a Contract to the lowest and best Bidder provided the bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the engineer's estimate or the funds available. The City shall reserve the right to waive immaterial defects or irregularities in a bid received and to accept the bid, which, in the City's judgment, is in its own best interest.

5.3.2 The City shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest and best Bidder on the basis of the sum of the Base Bid and Alternates accepted.

5.3.3 Should a Bidder who is awarded a Contract upon a bid fail to execute and provide the Contract and bonds or to provide the required certificates of insurance and/or any other required documents, the Council reserves the right to offer the Contract to the Bidder deemed to be the next lowest and best Bidder.

ARTICLE 6 - CONTRACT AND BONDS

6.1 BOND AND INSURANCE REQUIREMENTS

6.1.1 The Bidder shall furnish bonds in favor of the City of The Village. The bonds must be submitted on the forms, or photocopies thereof, provided in the Bidding Documents.

The required bonds are:

- a) Performance Bond;
- b) Maintenance Bond; and
- c) Statutory Bond/Payment Bond.

6.1.2 The cost of such bonds shall be included in the amount of the bid.

6.1.3 No surety will be accepted who is now in default or delinquent on any demand on any bond or who is engaged in any litigation involving the City or who is not licensed or otherwise permitted to do business in the State of Oklahoma.

6.1.4 The successful Bidder must provide certificates of insurance in the forms and amounts required in the Contract Documents.

6.2 TIME AND DELIVERY OF CONTRACTS, BONDS, AND INSURANCE

6.2.1 The Bidder shall deliver the required Contract and bond(s), together with the certificates of insurance as required in the Specifications, to the City no later the fourteen (14) days following the date of the Notice of Award of the Contract unless that time is extended by the City Manager.

6.2.2 The bonds shall be dated with the date and effective on the date on which the Contract was awarded by the Council.

6.2.3 The Bidder shall require the attorney-in-fact who executed the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

6.2.4 Copies of the required Contract, bonds, and affidavits are contained in the Contract Documents, which are part of the Bidding Documents.

ARTICLE 7 – UNIT PRICES

7.1 Unit prices will be guaranteed correct by the bidder.

7.2 Firm prices will be F.O.B. destination

SPECIFICATIONS

These Specifications are included in and are a part of the Bidding Documents for the p

BIDDER QUALIFICATIONS: To be eligible to bid this project, Bidders (General Contractor and Subcontractors) must be in good standing with the Secretary of State of the State of Oklahoma and be eligible to bid projects for the City of Oklahoma City. The City reserves the right to return an unopened bid to any bidder deemed unacceptable by the City of The Village. Bidders shall be required to submit a List of Qualifications with their bid. The successful bidder shall be required to submit a List of Subcontractors to be used on this project. The City reserves the right to reject any subcontractor proposed for use by the successful bidder.

NONDISCRIMINATION. Neither the 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 Contract. The requirements of the Certificate must be included in any subcontracts connected with the performance of the Contract. The Contract may be canceled by the City for noncompliance with the provisions of the Certificate and the Contractor may be declared to be ineligible for future contracts until satisfactory proof of intent to comply shall be made by the Contractor and/or any subcontractors.

LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all Federal and State Law and regulations and all shall comply with all orders and decrees which exist at the present or which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and no plea of misunderstanding or ignorance will be considered.

CONTRACT. Contractor will enter into the Contract with the City of The Village and properly submit the executed Contract and the required bonds, documents, and certificates of insurance within fourteen (14) calendar days after the award of the Contract as specified by the Notice of Award unless said time is extended by the City Manager. No work shall be commenced until the written Contract has been executed and the required bonds and insurance have been provided and a Notice to Proceed has been issued by the City. Contractor shall furnish all necessary equipment and labor, along with all warning signs and liability insurance for safety; and prevent any liability against the City of The Village, a municipal corporation, while work is in progress. All work will be subject to inspections by the City of The Village. Work can begin when all bonds and certificates of insurance are on file at the City of The Village Clerk's Office and the Contractor receives a Notice to Proceed from the City.

AMENDMENTS AND CHANGE ORDERS. The provisions of the Contract may be amended or changed only by an Amendment approved by the City Council. As used herein, "Amendment" shall have the following meaning.

"Amendment" means a modification to a construction Contract which was awarded 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 it has been approved by the Council.

MAINTENANCE OF TRAFFIC: All work shall be performed in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). The successful bidder shall furnish and place all warning devices and other traffic control devices required to direct control and protect the traveling public during the complete process of construction. **The City shall deduct all expenses it incurs from the amount owed Contractor as a result of Contractor's failure to provide traffic control devices, including signs, cones and barricades.**

STREETS TO REMAIN OPEN: All streets must remain open to local traffic except when work in progress prohibits the safe use of the streets. If it is deemed necessary to close a portion of a street, notification must be given, and approval received from the City Manager. All streets shall remain open after work hours and on weekends and holidays.

INDEMNIFICATION: The Contractor hereby agrees to assume all risks and responsibilities inherent in performing the contracted services and does hereby agree to defend, hold harmless, indemnify, release and forever discharge the City of The Village, a municipal corporation and any of its officers, agents, employees, volunteers and servants from and against any all claims, demands, and actions, causes of action, losses liabilities, or expenditures of any kind, including court cost and expenses, accruing or resulting from any suits or damage of any character resulting from injuries, damages, or death sustained by any person or persons, or property, by virtue of the performance of this agreement either directly or indirectly.

JOBSITE 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 and Health Safety Act. Neither the activities of the City of The Village, a municipal corporation, nor the presence of the City of The Village, a municipal corporation, or its employees and sub-consultants at a construction/project site, shall impose any duty on the City of The Village, a municipal corporation, nor relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The City of The Village, a municipal corporation, and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out.

CONTRACTOR, ITS SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES AND AGENTS AGREE TO DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY OF THE VILLAGE, A MUNICIPAL CORPORATION, ITS EMPLOYEES AND AGENTS, FROM ANY AND ALL CLAIMS, DAMAGES, OR LOSSES ARISING FROM, AS A RESULT OF, OR IN CONNECTION WITH THE WORK.

DIRT FILL & SOD: Dirt used for filling of eroded/excavated areas shall be topsoil that is free of debris, rocks, pebbles, weeds, trash, etc. All backfill or rights-of way shall be properly compacted and graded prior to the installation of new sod. Disturbed or excavated areas between the new curb and yards shall be re-sodded with grass of the same type and quality as the grass adjacent to the excavated area.

WATER LINE/SPRINKLER SYSTEM, DRIVEWAYS, RIGHT-OF-WAY REPAIR: Contractor shall replace or repair any water lines or private sprinkler systems, rights-of-way and private driveways that are damaged as the result of work done by Contractor pursuant to this contract. Contractor shall document the existing condition of private driveways and yards prior to the commencement of work pursuant to this project.

FINAL GRADE: Contractor shall take **extra care** to ensure that new curb and gutter drains properly and does not hold water.

TESTING: Contractor shall be responsible for all testing of concrete used pursuant to this contract. Contractor shall use a testing lab approved by the City. Concrete tests shall be made for at least every 25 cubic yards of concrete poured. The Contractor or testing lab shall forward all test results as they become available to the City with a copy to the City Engineer.

SUBMITTALS: Prior to performing any work pursuant to this contract, Contractor shall submit proposed technical specifications for all asphalt products, if applicable, to be used by Contractor. Contractor shall specify the asphalt and concrete plants where the asphalt and concrete will be produced. Contractor shall submit a list of subcontractors that Contractor proposes to use on this project. The City shall have the right to reject any or all subcontractors proposed by Contractor as deemed appropriate by the City.

JOBSITE CLEANUP: Upon completion of the work, Contractor shall clean the work site of all debris and construction materials and shall remove in a timely manner all unneeded signs, barricades, cones and other items used during the course of construction.

NOTIFICATIONS: Contractor shall notify the City at least two (2) working days before work commences on any street. Contractor shall provide door hangers/flyers or other acceptable notifications for all residences and businesses in a work zone. The notice shall be provided at least two working (2) days before work is to commence in the area and shall provide pertinent information about temporary lane closures, parking and other inconveniences. The notice shall also provide a company phone number for obtaining information about the project and/or for lodging complaints. Notice to the City shall be provided to the Public Works Director at 405-751-4933 or 405-850-8462.

Material List

NOTICE OF AWARD

TO: _____

Project: **THE VILLAGE SIGNALIZATION AND PEDESTRIAN CROSSING IMPROVEMENTS AT LAKESIDE & MAY**, in the City of The Village, Oklahoma County, OK.

The City has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated December 14, 2020 and Information for Bidders. You are hereby notified that your BID has been accepted for the Project Work in the amount of: \$ _____

You are required by the Bidding Documents to execute the Contract and furnish the required PERFORMANCE BOND, STATUTORY BOND/PAYMENT BOND, MAINTENANCE BOND, and Certificates of Insurance, all in accordance with the Bidding Documents and the Contract, within fourteen (14) calendar days from the date of this Notice.

If you fail to execute the Contract and to furnish said Bonds and Certificates of Insurance within fourteen (14) days from the date of this Notice, the City will be entitled to consider all your rights arising out of the City’s acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The City will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of the NOTICE OF AWARD to the City.

Dated this _____ day of _____, 2021.

City of The Village,
a municipal corporation

By: _____
Name: _____
Title: _____

ACCEPTANCE OF NOTICE

Receipt and acceptance of the above NOTICE OF AWARD is hereby acknowledged by the Contractor, this _____ day of _____, 2021.

CONTRACTOR: _____

By: _____
Name: _____
Title: _____

NOTICE TO PROCEED

Date: _____, 2020

To: _____

Project: **THE VILLAGE SIGNALIZATION AND PEDESTRIAN CROSSING IMPROVEMENTS AT LAKESIDE & MAY** in the City of The Village, Oklahoma County, OK.

You are hereby notified to commence WORK in accordance with the Contract dated _____, 2021, on or before _____, 2021, and you are to complete the WORK within **(120)** consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 2021.

City of The Village,
a municipal corporation

By: _____
Name: _____
Title: _____

ACCEPTANCE OF NOTICE:

Receipt and acceptance of the above NOTICE TO PROCEED is hereby acknowledged this _____ day of _____, 2021 by the Contractor:

CONTRACTOR: _____

By: _____
Name: _____
Title: _____

CHANGE ORDER

No. _____

DATE OF ISSUANCE _____

EFFECTIVE DATE _____

OWNER City of The Village, Oklahoma County, OK.

CONTRACTOR _____

Contract: _____

Project: **THE VILLAGE SIGNALIZATION AND PEDESTRIAN CROSSING IMPROVEMENTS AT LAKESIDE & MAY in the City of The Village, OK in Oklahoma County.**

OWNER's Contract No. _____

ENGINEER's Contract No. _____

ENGINEER _____

You are directed to make the following changes in the Contract Documents:
Description (Include itemized increase (decrease) price of work):

Reason for Change Order:

Attachments: (List documents supporting change)

| CHANGE IN CONTRACT PRICE: |
|--|
| Contract Price prior to this Change Order: \$ _____. |
| Net decrease of this Change Order: \$ _____. |
| Contract Price with all approved Change Orders: \$ _____. |

| CHANGE IN CONTRACT TIMES: |
|---|
| Contract Times prior to this Change Order: Substantial Completion: Ready for final payment: (days or dates) |
| Net increase (decrease) this Change Order: Substantial Completion: Ready for final payment: (days) |
| Contract Times with all approved Change Orders: Substantial Completion: Ready for final payment: (days or dates) |

RECOMMENDED:

APPROVED:

ACCEPTED:

By: _____
ENGINEER (Authorized Signature)

By: _____
OWNER (Authorized Signature)

By: _____
CONTRACTOR (Authorized Signature)

Date: _____

Date: _____

Date:

FUNDING AGENCY APPROVAL (Changes are not effective until signed by Agency)

By: _____
AGENCY (Authorized Signature)

Title: _____

Date: _____

CHANGE ORDER

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. An informational copy of the Change Order should be sent to the Funding Agency. After approval by one contracting party, all copies should be sent to the other party for approval. After both contracting parties and the Engineer have signed the Change Order, all copies will be sent to the Funding Agency for approval. Engineer should make distribution of executed copies after approval by all parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____, 2021 (“Effective Date”), by and between the **CITY OF THE VILLAGE**, a municipal corporation, hereinafter “City,” with a notice address of 2304 Manchester Drive, The Village, OK 73120, and _____, hereinafter “Contractor,” with a notice address of _____.

WITNESSETH:

WHEREAS, the City has previously caused to be prepared in accordance with law, certain plans, specifications, and other Bidding Documents for the work hereinafter described, and has caused Solicitation for Bids to be published in the JOURNAL RECORD and has received sealed proposals for the following work **THE VILLAGE SIGNALIZATION AND PEDESTRIAN CROSSING IMPROVEMENTS AT LAKESIDE & MAY** (the “Work”), as more particularly described in the Bidding Documents (as defined in Paragraph 1.1); and

WHEREAS, Contractor, in response to said Advertisement for Bids, has submitted to City in the manner and at the time specified, a sealed proposal in accordance with the terms of the Bidding Documents; and

WHEREAS, the City, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the Contractor to be the lowest responsible bidder for the above described Work, and has duly awarded this Contract to the Contractor, to wit:

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the City and the Contractor hereby agree as follows:

1. Scope of Work. The Contractor shall, in good and first class, workmanlike manner, at its own cost and expense, furnish all labor, materials, tools, and equipment necessary, required, or incidental to perform and complete the Work, as described in, and strictly in accordance with, the plans and specifications for the Work, which were included in the Bidding Documents and presented at the mandatory pre-bid conference (“Plans”), and which are made a part of this Contract by reference as if fully attached hereto. The Contractor shall furnish competent supervision and an adequate supply of workmen to timely complete the Work on or before the Completion Date. The Contractor shall obtain all necessary licenses, permits and similar authorizations required in the performance of the Work. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. The Contractor shall not use any personnel or subcontractors deemed by the City to be incompetent, careless, unqualified to perform the Work, or otherwise unsatisfactory to the City. All materials furnished and used in connection therewith will be new, free of defects, and of the best and highest quality. The Contractor shall not use any materials which are different than those specified in the Contract Documents without prior written approval of the City. The Contractor shall maintain at the work site at all times one copy of the Plans, and any addenda,

approved drawings, Change Orders and other modifications, in good order and marked to record all changes made during performance of the Work.

1.1 Contract Documents; Bidding Documents. The Contractor shall perform the Work pursuant to and in strict accordance with the Contract Documents and all things reasonably indicated or implied therefrom. The term "Contract Documents" shall mean this Contract, the Plans, and all Bidding Documents provided to the Contractor to which Contractor submitted a Bid Proposal and other bid documents, which served as the basis for the award of this Contract to the Contractor, and all approved Change Orders. In the event of variance or conflict between provisions in the Contract Documents, the Contract Document with the higher priority shall control. This Contract has the highest priority, the Plans have the second highest priority, the Bidding Documents have the next highest priority, and the order of priority of the other Contract Documents will be in chronological order. The term "Bidding Documents" shall mean the Plans, Notice to Bidders, the Terms and Conditions, Material List, and all other documents and information, including, without limitation, all exhibits, drawings, and attachments, all required bid documents and forms, Anticollusion Affidavit, Business Relationships Affidavit, any other documents required for the bid and any Addenda issued prior to the bid date, all of which are made a part of this Contract by reference as if fully attached hereto.

2. Contract Sum; Payment. In consideration of the Contractor's obligations hereunder, the City agrees to pay the Contractor the total amount of _____ Dollars (\$_____) which includes, but is not limited to, all costs and charges relating to labor, materials, supplies, licenses, permits, equipment, tools, equipment and machinery, utilities, transportation, insurance and other facilities and services necessary for the proper execution and completion of the Work, and as provided in the Contractor's Bid Proposal (the "Contract Sum").

2.1 Payment. On or before the 5th day of each month during the Construction Period, the Contractor may submit to the City an application for payment ("Application for Payment"). The City will review such application and pay the amount due thereon, less retainage, on or before the 15th day of the month that the Application for Payment was received, unless payments are withheld in accordance with the terms of this Contract.

(a) Retainage. An amount equal to ten percent (10%) of the amount properly payable to the Contractor (the "Retainage") on each Application for Payment will be withheld from each payment and retained by the City. Such Retainage, without interest, will be paid to the Contractor within thirty (30) days after all required inspections of the Work have been performed and the Work approved by the City Engineer. Upon final payment, the Contractor shall execute a Release acknowledging receipt of payment in full for the Work performed hereunder, in form and substance as may be required by the City.

(b) Requests for Payment. Each Application for Payment submitted by the Contractor will be made in substantially the form set forth at Exhibit A attached hereto and shall include an itemized list of costs incurred by the Contractor which are to be paid from such payment. In addition, the Contractor will execute and deliver with each Application for Payment a lien waiver for the work performed as of the date of the Application for Payment, and such certificates, invoices, equipment rental schedules, payrolls and other evidence as might be required by the City to verify the payment of such costs by the Contractor. The City will not be

obligated to make any payment prior to receipt of such supporting documentation.

(c) Payments Withheld. The City may decline to pay all or any portion of an Application for Payment to the extent as may be necessary to protect its losses because of any: (i) defective Work not remedied by the Contractor; (ii) reasonable indication that the Contractor or any subcontractor, employee or agent of the Contractor has filed a lien on the property; (iii) failure of the Contractor to make payments properly to subcontractors or for labor, materials, and equipment; (iv) reasonable indication that the Work will not be completed within the Construction Period or unsatisfactory prosecution of the Work by the Contractor.

(d) Use of Payments by Contractor. The Contractor shall use all payments made to it pursuant to this Contract solely for the purpose of paying all bills for labor and materials performed and furnished by others in connection with the performance of the Work and construction of the improvements in accordance with the Contractor Documents. Upon request by the City, the Contractor shall furnish to the City copies of paid invoices, receipts, affidavits or other evidence of payment and shall obtain and furnish to the City appropriate releases from all subcontractors, materialmen and other parties furnishing labor and materials in connection with the performance of the Work.

3. Contractor's Inspection of the Property. The Contractor represents that it has inspected the property and the location where the Work is to be performed and has satisfied itself as to: (a) the nature, location, condition, and character of the jobsite; (b) the nature, location and character of the general area in which the jobsite is located, including without limitation, the climatic conditions, available labor supply and labor costs, available equipment supply and equipment costs; (c) the quality and quantity of all materials, supplies, tools, equipment, labor and professional services necessary to complete the Work in the manner required by the Contract Documents; (d) all other matters or things which in the reasonable judgment of the Contractor, could in any manner, affect the performance of the Work as contemplated by the Contract Documents; and (e) that the Contract Sum is just and reasonable compensation for all the Work, including all risks, hazards, and difficulties in connection therewith.

4. Construction Period. The parties acknowledge that time is of the essence of this Contract. The Contractor agrees to commence the Work no later than thirty days from the Notice to Proceed issued by the City, which date is determined to be _____, 2021 (the "Date of Commencement") and shall thereafter diligently proceed to fully complete the Work within ninety (90) days of the Date of Commencement, on or before _____ 2021 (the "Date of Completion"). The period of time between the Date of Commencement and the Date of Completion shall be referred to herein as the "Construction Period." The Work will be deemed to be fully completed on the date when all of the actions required of the Contractor under the Contract Documents have been performed and the Work has been accepted in writing by the City or City Engineer (the "Final Completion Date"). Unless otherwise agreed in writing, the Contractor shall perform the Work only during the following permitted hours of construction as provided in the Bidding Documents and Specifications.

4.1 Extensions of Time. If the Contractor is delayed at any time in the progress of the Work by any act of the City, any labor dispute, abnormal weather conditions for an extended period of time, or by unavoidable causes beyond the Contractor's control, the time for completion of the Work will be extended for a reasonable period not to exceed the actual period of such delay. All requests for extension of time must be submitted in writing by the Contractor to the City for the City's review and approval no later than two (2) business days after the occurrence of the delay. Failure to submit a written claim within such time period will be deemed a waiver of any extension of time allowed pursuant to this Contract.

4.2 Incomplete Work. For each day that any Work remains incomplete after the Date of Completion, except as extended by an approved Change Order, the sum of \$1,000 per day will be deducted from any unpaid portion of the Contract Sum or other monies due the Contractor, not as a penalty but as liquidated damages. The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty but should be deemed, taken and treated as reasonable liquidated damages since it would be impracticable and extremely difficult to fix the actual damages.

5. Change Orders. In the event of a change order request, the Contractor agrees to furnish to the City a statement setting forth in detail the Contractor's proposal of the modifications, if any, to the Construction Period and the Contract Sum attributable to the change order request, all in form and substance as set forth on Exhibit B attached hereto. If the City approves in writing such proposal by the Contractor, such change order request and such proposal will constitute an amendment to this Contract (a "Change Order") and the Work, the Construction Period and the Contract Sum will be modified as set forth in such Change Order. No change in the Work, the Contract Sum or the Construction Period will be effective unless a written Change Order has been executed and delivered by the City, and the Contractor hereby irrevocably waives any claim of reliance on any oral modification of this Contract or any course of conduct by the parties which does not conform to the terms of this Contract.

6. Liens. The Contractor shall not permit any laborers', materialmen's, mechanics' or other lien or claim therefor to be imposed on any part of the Work or the property on which the Work is performed. If any lien or claim therefor is filed, the Contractor will either: (a) cause such lien or claim therefor to be discharged; or (b) deliver to the City a payment bond, in amount, form and substance satisfactory to the City, covering the claim. If the Contractor fails to cause such lien or claim to be discharged or fails to deliver such bond to the City, the City will have the right to pay all sums necessary to discharge such lien or claim and either demand immediate payment therefor or deduct all amounts so paid from the Contract Sum, as determined by the City. The Contractor shall indemnify, defend and hold harmless the City from all claims, losses, demands, causes of action or suits of whatever nature arising out of any lien which by the terms hereof the Contractor is not to permit to be filed or is required to release.

7. Insurance. The Contractor and all subcontractors shall remain insured throughout the Construction Period and until the Final Completion Date in accordance with the Minimum Insurance Requirements set forth on Exhibit C attached hereto. Evidence of such insurance being in full force and effect will be provided to the City prior to the Contractor's commencement of the Work.

8. Bonds. The Contractor shall secure: (a) a performance bond in an amount equal to at least 100% of the Contract Sum as security for the faithful performance of this Contract; (b) a payment bond (statutory bond) in an amount equal to 100% of the Contract Sum as security for the payment to all persons performing the Work under this Contract; and (c) a maintenance bond in an amount equal to 100% of the Contract Sum as security against failure of workmanship or materials for a period of two (2) years from the date of acceptance of the Work by the City Council of the City of the Village; all running in favor of the City. The performance bond and payment bond may be in one or in separate instruments. Such bonds will be acquired from an agent designated by the Contractor and approved by the City and all premiums for such bonds will be included in the Contract Sum. Such bonds will be executed by a surety or sureties satisfactory to the City. The bonds must be executed by a surety company authorized to do business in the State of Oklahoma, having a financial strength rating by A.M. Best Company of "A-" or better, and otherwise satisfactory to City, naming City as beneficiary, in a sum equal to the entire amount of the Contract Sum. Each bond shall be conditioned on the completion of the Work in accordance with this Contract and upon payment of all claims of subcontractors and suppliers. Contractor shall deliver the original of each bond to City promptly upon receipt thereof by Contractor, and prior to commencing any Work hereunder. Any proceeds from a bond shall be applied in accordance with such bond to the payment and performance of the Contractor's obligations described herein and, and after written confirmation from the City Engineer that all amounts payable to it have been paid in full, any remaining amounts shall be payable to the City.

9. Indemnity. The Contractor agrees to indemnify, defend, and hold the City and its officers, directors, members, managers, agents and employees free and harmless from and against any and all claims, liens, demands, and causes of action of every kind and character including the amounts of judgments, penalties, interest, court costs and legal fees incurred by the City in connection with or arising out of the negligence, omissions or intentional acts of the Contractor or its agents, employees and subcontractors, the Contractor's or its agents', employees' and subcontractors' performance of the Work, or the Contractor's or its agents', employees' and subcontractors' failure to perform the Work in accordance with the Contract Documents. Maintenance of the insurance required under this Contract shall not affect the Contractor's obligations hereunder and the limits of such insurance shall not constitute a limit on the Contractor's liability under this Paragraph.

10. Defective Work. The Contractor agrees, at its sole cost and expense, to: (a) re-execute any part of the Work that does not conform to the requirements of the Contract Documents; (b) remedy any defects in the Work due to faulty materials or workmanship which appear within a period of two (2) years after the Final Completion Date; and (c) replace, repair or restore any streets, curbs, sidewalks, driveway or other property (whether owned by the City or any third party) that are damaged by the Contractor in the performance of the Work or by defects in the Work. The provisions of this Paragraph apply to Work performed by subcontractors, sub-subcontractors, and direct employees of the Contractor.

11. Place of Work. The Contractor shall be responsible for controlling dust and debris at the job site by placing a temporary erosion control such as silt fencing and trash fencing at the job site. The Contractor shall use only established roadways and such temporary roadways as may be available and authorized. When it is necessary to cross curbing, sidewalks, protection against damage shall be provided by the Contractor, and any damage caused by the Contractor in the performance of the Work will be promptly repaired by the Contractor at no additional cost to the City. Replaced sidewalks, curbs and pavements shall be smooth, shall blend into the existing work and shall not present depressions or humps, and shall be constructed of similar materials and by methods utilized in the original construction. All construction work, materials, forms, etc., used in repairs and replacement shall conform to the Contract Documents that govern the original work or the City's approval.

12. Protection of the Work. The Contractor shall protect and prevent damage to all unfinished phases of the Work, including but not limited to the protection thereof from damage by the elements, theft, or vandalism. The Contractor shall protect the materials and Work from deterioration and damage during construction. The Contractor shall maintain all temporary walkways, roadways, trench covers, barricades, colored lights, danger signals and other devices necessary to provide safety in traffic at and around the job site as may be necessary in the prosecution of the Work. Pumping, draining and control of surface and ground water shall be carried out so as to avoid endangering the Work or any adjacent facility or property, or interrupting, restricting or otherwise infringing or interfering with the use thereof.

13. Use of Property. The Contractor shall confine its operations to the jobsite and to areas permitted by law, ordinances, permits, and the Contract Documents and shall not unreasonably encumber the property or surrounding properties with excess materials or equipment. The Contractor agrees to use its best efforts to confine its operations to as small an area as possible within the confines of the jobsite. Notwithstanding the designation of contract limits or the indication of temporary fences or barricades, the provisions of the Contract Documents may require that certain operations be carried out beyond such designated limits. Trenching, utility work, site development, landscaping and all other Work, if required beyond such designated limits, shall be scheduled in such a manner as to cause or occasion a minimum of inconvenience or disturbance.

14. Cleaning Up. The Contractor shall at all times keep the jobsite and surrounding areas free from accumulation of surplus construction materials, waste materials or rubbish caused by the performance of the Work. At the end of each work day and upon completion of the Work, the Contractor shall store or remove all surplus construction materials and shall remove from and about the jobsite all waste materials, rubbish, construction debris, tools, construction equipment and machinery. If the Contractor refuses or fails to perform its obligations hereunder, the City shall have the right to perform or cause the performance of such obligations and all costs plus a reasonable percentage of such costs for supervision, insurance, and overhead expenses shall be paid immediately by the Contractor or deducted from the Contract Sum, as determined by the City.

15. Storage Facilities. The Contractor may store materials on the jobsite, but only within such areas approved by the City. Any temporary buildings, if permitted, shall be removed by the Contractor when no longer needed, or when ordered to do so by the City as circumstances reasonably permit, and all storage areas shall be kept clean of unreasonable

accumulations of debris and rubbish by the Contractor. Any damage to the ground shall be repaired by the Contractor as part of the Contract Sum.

16. City's Right of Inspection. The City or its designated representatives shall at all times have access to the property and the Work for inspection.

17. Compliance with Laws. The Contractor and all subcontractors shall observe and abide by and perform all obligations hereunder in full compliance with all applicable federal, state and local laws, statutes, ordinances, codes, and regulations, including OSHA requirements prevailing at the time such obligations are performed. The Contractor shall take such additional measures as may be necessary to provide safety controls to protect the life and health of employees of the Contractor, its subcontractors and other persons who may access the property to prevent damage to property, materials, supplies and equipment and to avoid interruption in the performance of the Contract. The Contractor shall indemnify, defend and hold the City harmless from any and all claims or charges of any kind by reason of the Contractor's failure to comply with any applicable laws, statutes, ordinances, codes, and regulations.

18. Termination. If the Contractor makes a general assignment for the benefit of creditors or if any petition for discharge, arrangement, plan or other relief under the bankruptcy laws of the United States or any state is filed by or against the Contractor, or otherwise defaults in the performance of this Contract, the City may terminate this Contract. In such event, no sums will be payable to the Contractor, or the trustee, receiver or personal representative of the Contractor pursuant to this Contract, except as stated in this Paragraph. In the event the Contractor refuses or fails, except in cases for which an extension of time has been previously granted, to supply enough properly skilled workmen or proper materials or if the Contractor fails to make prompt payments for materials for labor, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or ceases Work or has otherwise committed a substantial breach of any provision of this Contract, the City may, without prejudice to any right or remedy hereunder, terminate the Contractor's right to complete the Work if the Contractor's default has not been cured within five (5) calendar days after delivery of the City's written notice of the breach. Upon any default by the Contractor or termination of this Contract, the City may exercise any and all rights and remedies to which the City may be entitled hereunder, at law, or in equity. Upon any termination of this Contract, the Contractor will immediately terminate performance of the Work and make every reasonable effort to mitigate its costs hereunder; provided, the Contractor will perform such acts as may be necessary to preserve and protect the Work theretofore performed. The Contractor will not be released of any liability to the City with respect to the portion of the Work that has been performed under this Contract as of the date of any such termination.

19. Entire Contract; Binding Effect; Severability; Assignment; Waiver; Notices; Counterpart Execution. This Contract constitutes the entire agreement between the parties hereto on the subject matter hereof and may not be changed, modified, amended or supplemented except in writing, signed by both parties. This Contract will be binding on each of the parties and their respective heirs, personal representatives, successors and assigns. The Contractor shall have no right to assign its rights in this Contract without the prior express written approval of the City.

Failure by any Party to enforce or exercise rights under this Contract, or to require performance by the other Party hereunder, shall not affect the right of any Party to exercise or enforce any such rights or require such performance at any time thereafter, nor shall the waiver by any Party of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or any other provision, nor shall such act constitute a waiver of the provision itself. If any clause or provision of this Contract is held by a court having jurisdiction to be illegal, invalid, or unenforceable under any present or future law, the remainder of this Contract will not be affected thereby. Any notice, payment, demand or communication required or permitted to be given by any provision of this Contract will be deemed to have been given when delivered personally to the party or, when actually received, if sent by registered or certified mail, postage and charges prepaid, addressed to the notice address stated above, or to such other address as either party may from time to time specify by written notice to the other party. This Contract may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document.

IN WITNESS WHEREOF, the City and the Contractor have caused this Contract to be executed in duplicate originals, as of the Effective Date.

CONTRACTOR:

a(n) _____

By:

Name:

Title:

CITY:

CITY OF THE VILLAGE, a
municipal corporation

DAVID BENNETT, MAYOR

ATTEST:

(City Clerk)

APPROVED AS TO FORM AND LEGALITY this _____ day of _____ 2021.

Jeff Sabin, Assistant City Attorney

EXHIBIT A

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1

TO OWNER:

The City of The Village
2304 Manchester Drive
The Village, OK 73120
Attn: City Manager

CONTRACT DATE: _____, 2021

INVOICE NO:
 APPLICATION NO:
 INVOICE DATE:
 PERIOD TO:
 CUSTOMER NO:
 TERM: 30 Days

PROJECT: **THE VILLAGE SIGNALIZATION AND PEDESTRIAN CROSSING IMPROVEMENTS AT LAKESIDE & MAY**

FROM CONTRACTOR REMIT ADDRESS

REMIT:

Distribution to:

| | |
|-------------------------------------|---------------|
| <input checked="" type="checkbox"/> | OWNER |
| <input checked="" type="checkbox"/> | CITY ENGINEER |
| <input type="checkbox"/> | CONTRACTOR |

EFT/ACH Info

CONTRACTOR'S APPLICATION FOR PAYMENT

knowledge, Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached. been

The undersigned Contractor certifies that to the best of the Contractor's information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have

- 1. ORIGINAL CONTRACT SUM \$ _____
- 2. Net change by Change Orders \$ _____
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ _____
- 4. TOTAL COMPLETED & STORED TO DATE \$ _____
 (Column G on G703)
- 5. RETAINAGE:
 - a. 10 % of Completed Work \$ _____
 (Column D + E on G703)
 - b. % of Stored Material \$ _____
 (Column F on G703)
 - Total Retainage (Line 5a + 5b or
 Total in Column I of G703) \$ 0.00
- 6. TOTAL EARNED LESS RETAINAGE \$ -
 (Line 4 less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 0.00
 (Line 6 from prior Certificate)
- 8. CURRENT Invoice Amount..... \$ -
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ -
 (Line 3 less Line 6)

paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of:
 County of:
 Subscribed and sworn to before me
 this _____ day of _____, 2018.

Notary Public: _____ My Commission Expires: _____

CITY ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

CITY ENGINEER:
 By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|---|-------------|-------------|
| Total changes approved in previous months by Owner. | 0.00 | 0.00 |
| Total approved this Month | 0.00 | 0.00 |
| TOTALS | 0.00 | 0.00 |
| Net CHANGES by Change Order | | 0.00 |

EXHIBIT B
CHANGE ORDER

No. _____

DATE OF ISSUANCE _____

EFFECTIVE DATE _____

CITY: City of The Village, a municipal corporation.

CONTRACTOR: _____

Contract between City and Contractor dated, _____, 2020

Project: **THE VILLAGE SIGNALIZATION AND PEDESTRIAN CROSSING IMPROVEMENTS AT LAKESIDE & MAY**

City's Contract No. _____ Engineer's Contract No. _____

ENGINEER _____

You are directed to make the following changes in the Contract Documents:

Description (Include itemized increase / decrease in cost of work):

Reason for Change Order:

Attachments: (List documents supporting change)

| CHANGE IN CONTRACT SUM: |
|--|
| Contract Sum prior to this Change Order: \$ _____. |
| Net decrease of this Change Order: \$ _____. |
| Contract Sum with all approved Change Orders: \$ _____. |

| CHANGE IN CONTRACT TIMES: |
|--|
| Contract Times prior to this Change Order: Commencement or Completion Date: Ready for final payment: (days or dates) |
| Net increase (decrease) this Change Order: Commencement or Completion Date: Ready for final payment: (days) |
| Contract Times with all approved Change Orders: Commencement or Completion Date: Ready for final payment: (days or dates) |

RECOMMENDED:

APPROVED:

ACCEPTED:

By: _____ By: _____ By: _____
CITY (Authorized Signature) ENGINEER (Authorized Signature) CONTRACTOR (Authorized Signature)

Date: _____ Date: _____ Date: _____

FUNDING AGENCY APPROVAL (Changes are not effective until signed by Agency, if applicable)

By: _____
AGENCY (Authorized Signature) Title:

Date: _____

CHANGE ORDER INSTRUCTIONS

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If a change only applies to Contract Sum or to commencement or completion dates, cross out the part of the tabulation that does not apply.

EXHIBIT C

MINIMUM INSURANCE REQUIREMENTS

In accordance with Paragraph 7 of the Contract, the Contractor and all subcontractors must throughout the Construction Period and until the Final Completion Date maintain the following policies of insurance in the amounts set forth below, and on the conditions set forth below. The Contractor shall not commence work under this Contract until providing the City with evidence of insurance described below, and such insurance has been approved by the City.

Compensation Insurance. The Contractor shall procure and shall maintain during the term of this Contract, worker's compensation insurance as required by applicable state law for all employees engaged in work at the site of the work under this Contract. In case any class of employee engaged in work on the project under this Contract is not protected under the worker's compensation statute, the Contractor shall provide adequate employer's liability insurance for the protection of each employee as are not otherwise protected. In addition to the above, the Contractor will include \$500,000.00 of employer's liability under his worker's compensation.

Contractor's Comprehensive General Liability and Property Damage Insurance. The Contractor shall obtain a Commercial General Liability and Property Damage Insurance Policy which is in an amount equal to the limit found in 51 O.S. § 154 A, as amended to wit:

1. Twenty-Five Thousand Dollars (\$25,000.00) for any claim or claimant who has more than one claim for loss of property arising out of a single accident or occurrence.
2. One Hundred Thousand Dollars (\$100,000.00) to any claimant for his claim for any other loss arising out of a single accident or occurrence.
3. One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single occurrence or accident.

Contractor shall have the City named as an additional insured under said General Liability and Property Damages Insurance policies.

Automobile Insurance. The Contractor shall furnish and maintain at his own expense comprehensive automobile liability insurance covering the use of all owned, non-owned, or hired automobiles. The limits shall not be less than:

1. Bodily injury including death resulting therefrom: \$100,000.00 each person, \$1,000,000.00 each occurrence.
2. Property damage \$100,000.00 each occurrence.

Contractor shall have the City named as an additional insured under said Automobile Insurance policies.

Scope of Insurance and Special Hazards. The insurance required hereunder shall provide adequate protection for the Contractor covering the obligations set forth in this Contract and also against any of the special hazards, which may be encountered in the performance of this Contract.

Risk of Loss. The Contractor shall assume all risks for loss of or damages to materials whether stored on the site or elsewhere, or to tools or equipment owned or rented by the Contractor, and he shall maintain such insurance, as he may deem necessary to protect himself against such loss or damage.

Proof of Insurance. The Contractor shall furnish the City with certificates showing the type, amount, class of operations covered, effective date and dates of expiration of policies, which policies shall specifically refer to the indemnity provisions. Such certificates shall name the City as an additional insured for all General Liability and Property Damage policies, and shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days' written notice has been received by the City."

All policies shall substitute the word "Occurrence" for accident for both bodily injury and property damage. "Occurrence" shall be defined to mean an event or series of events or continuous or repeated exposure to conditions, which unexpectedly cause injury damage during the policy period.

All insurance coverage shall be provided by insurance companies having policyholder ratings not lower than "A+" and financial rating not lower than "AAA" in the most recent issue of Best Insurance Guide. The policies of insurance shall be executed by an insurance or indemnity carrier authorized to do business in the State of Oklahoma.

RELEASE OF CLAIMANTS

Date: _____

CITY OF THE VILLAGE, a municipal corporation
2304 Manchester Drive
The Village, OK 73120

Project: THE VILLAGE SIGNALIZATION AND PEDESTRIAN CROSSING IMPROVEMENTS AT LAKESIDE & MAY in the City of The Village, Oklahoma County, OK. ("Work")

To Whom It May Concern:

I, as the _____ of the undersigned Contractor, hereby acknowledge receipt of _____ Dollars (\$_____) as full and complete payment of the Contract between the undersigned Contractor and the City of the Village dated _____, 2020, for the above described Work, as more fully described in the Contract.

I certify that I have paid in full for all materials purchased and all labor employed in the performance of the Contract and that there are no claims against me as an employer or contractor under the Contract on account of injuries sustained by workmen employed by me thereunder. I hereby release the City of the Village, a municipal corporation, from any claims arising by virtue of the Contract.

WARNING TO CONTRACTOR

The making of any false statement or representation herein may be a crime punishable under Title 18 U.S.C. §1001 which provides in part: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully makes false representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry, shall be fined not more than \$10,000.00 or imprisoned not more than five years, or both."

CONTRACTOR: _____

By: _____

Name: _____

Title: _____

BID PROPOSAL

This Bid Proposal is submitted by _____, a(n) _____* (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____, doing business as _____. *Insert limited liability company, corporation, partnership, or individual, as applicable.

To the City of The Village, a municipal corporation (hereinafter called "City"), in compliance with the Bidding Documents, BIDDER hereby proposes to perform all the following WORK: **THE VILLAGE SIGNALIZATION AND PEDESTRIAN CROSSING IMPROVEMENTS AT LAKESIDE & MAY**, in the City of The Village, Oklahoma County, OK.in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, the BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

No BIDDER may withdraw a BID within 60 days after the actual opening thereof. Each BID must be accompanied by a BID BOND payable to the City for 5% of the amount bid.

BIDDER acknowledges receipt of the following ADDENDUM: _____.

NOTE: BIDS shall include sales tax and all other applicable taxes and fees. *(This project is tax exempt)*

IF BIDDER is the successful bidder, BIDDER hereby agrees to commence WORK under the Contract ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE TO PROCEED and to fully complete the PROJECT within ONE HUNDRED AND TWENTY (120) consecutive calendar days thereafter, in accordance with the terms of the Contract.

IF BIDDER is the successful bidder, BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum given in the Detailed Bid Items.

Respectfully submitted,

Signature

Firm Name

Title

Address

Employer I.D. No.

Address

(SEAL) - If BID is by a corporation.

Telephone No.

ATTEST:

Secretary/Witness

Date

THE VILLAGE SIGNALIZATION AND PEDESTRIAN CROSSING IMPROVEMENTS AT LAKESIDE & MAY
in the City of The Village, Okla. County, OK.

BID FORM

LUMP SUM BASE BID

_____ Dollars (\$ _____)
(Dollar figure written out)

A Detailed Bid Form is REQUIRED for THIS BID. BIDDER must enter the Unit Prices on that Form. The sum of the Unit Prices constitutes the amount of the total bid based on the estimated quantities.

*Payment shall be based on **THE LUMP SUM BASE BID**. Additional work shall be paid in accordance with unit prices submitted with the bid. (Bidder is responsible for estimating actual quantities to complete the work as per the bid documents and specifications)*

*Name of Individual, Partnership, Limited Liability
Company or Corporation, herein called "Bidder"*

*Signature of Bidder or Bidder's Authorized Agent
(Original ink signature required)*

Type or legibly print name and person who signed above

DETAILED BID SHEET

Bidder shall base the bid on its own estimate of quantities required to perform the work as per specifications.

STATEMENT OF QUALIFICATIONS:

Bidder

Address

Similar Projects Completed by Bidder:

1. NAME OF PROJECT: _____

OWNER: _____ ADDRESS: _____

DATE STARTED: _____ DATE COMPLETED: _____

APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: _____

2. NAME OF PROJECT: _____

OWNER: _____ ADDRESS: _____

DATE STARTED: _____ DATE COMPLETED: _____

APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: _____

3. NAME OF PROJECT: _____

OWNER: _____ ADDRESS: _____

DATE STARTED: _____ DATE COMPLETED: _____

APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: _____

4. OTHER PROJECT REFERENCES: _____

NOTE: This form is to be submitted with the bid.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____
_____ as PRINCIPAL, and _____
_____ as SURETY are held and firmly bound unto the City of The
Village, a municipal corporation, hereinafter called the "City", in the penal sum of
_____ Dollars (\$_____), lawful money of the
United States, such sum being an amount equal to five percent (5%) of the Bid, for the
payment of which sum well and truly made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH that, whereas, the Principal has submitted
the accompanying Bid, dated _____, 2021 for **THE VILLAGE SIGNALIZATION
AND PEDESTRIAN CROSSING IMPROVEMENTS AT LAKESIDE & MAY**, in the City of The
Village, Oklahoma County, OK.

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified
therein after the opening of the same, or, if no period be specified, within ten (10) days
after the prescribed forms are presented to him for signature, the Principal shall enter
into a written contract with the City in accordance with the Bid as accepted, and give
bonds with good and sufficient surety or sureties, as are required, for the faithful
performance and proper fulfillment of such Contract; or, in the event of the withdrawal
of said Bid within the period specified, if the Principal shall pay the City the difference
between the amount specified in said Bid and the amount for which the City may procure
the required work or supplies or both, if the latter amount be in excess of the former,
then the above obligation shall be void and of no effect, otherwise to remain in full force
and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under
their several seals this _____ day of _____, 2021, the name and corporate
seal of each corporate party being hereto affixed and these presents duly signed by its
undersigned representatives, pursuant to authority of its governing body.

In presence of:

(Individual Principal) (Seal)

(Business Address)

(Individual Principal) (Seal)

(Business Address)

ATTEST:

(Corporate Principal)

(Business Address)

By:

Affix Corporate Seal

ATTEST:

Countersigned

(Corporate Surety)

By: _____

(Business Address)

By:

Affix Corporate Seal

Attorney-in-fact, State of Oklahoma

(Power of Attorney for person signing for Surety Company must be attached to bond)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
Secretary of the corporation named as Principal in the within bond; that _____
_____, who signed the said bond on behalf of the Principal was then _____
_____ of said corporation; that I know his/her signature, and
his/her signature thereto is genuine; and that said bond was duly signed, sealed and
attested to for and in behalf of said corporation by authority of its governing body.

Corporate Seal

ATTEST:

Secretary

Title

Date

| CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YYYY) | | | | | | | | | | | | |
|---|--------|--|---|-----------------------------|--------|------------|--|------------|--|------------|--|------------|--|------------|
| PRODUCER | FAX | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | | | | | | | | | | | | |
| | | | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width: 70%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 30%;">NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table> | INSURERS AFFORDING COVERAGE | NAIC # | INSURER A: | | INSURER B: | | INSURER C: | | INSURER D: | | INSURER E: |
| INSURERS AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | |
| INSURER A: | | | | | | | | | | | | | | |
| INSURER B: | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | |
| INSURED | | | | | | | | | | | | | | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT OT ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | Type of Insurance | Policy Number | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|----------|-------------|--|---------------|----------------------------------|-----------------------------------|---|-----------|
| | | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | EACH OCCURRENCE | \$ |
| | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ |
| | | | | | | MED EXP (Any one person) | \$ |
| | | | | | | PERSONAL & ADV INJURY | \$ |
| | | | | | | GENERAL AGGREGATE | \$ |
| | | | | | | PRODUCTS – COMP/OP AGG | \$ |
| | | | | | | | |
| | | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____ | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____ | | | | AUTO ONLY – EA ACCIDENT | \$ |
| | | | | | | OTHER THAN AUTO ONLY | EA ACC \$ |
| | | | | | | | AGG \$ |
| | | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | | | | EACH OCCURRENCE | \$ |
| | | | | | | AGGREGATE | \$ |
| | | | | | | | \$ |
| | | | | | | | \$ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | | | | WC STATUTORY LIMITS | OTH-ER |
| | | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | | E.L. DISEASE – EA EMPLOYEE | \$ |
| | | | | | | E.L. DISEASE – POLICY LIMIT | \$ |
| | | OTHER | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

THE VILLAGE SIGNALIZATION AND PEDESTRIAN CROSSING IMPROVEMENTS AT LAKESIDE & MAY,

CERTIFICATE HOLDER IS A NAMED ADDITIONAL INSURED UNDER ALL POLICIES OF INSURANCE LISTED ABOVE AS REQUIRED BY THE CONTRACT BETWEEN THE INSURED AND CERTIFICATE HOLDER

CERTIFICATE HOLDER

City of The Village, a municipal corporation

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE MATERIALLY CHANGED OR CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL GIVE 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

STATUTORY BOND

No. _____

We, _____ as Principal, and _____, a _____ organized under the laws of the state of _____, as Surety, are held and firmly bound unto the City of the Village, a municipal corporation, in the amount of _____ Dollars (\$ _____), such sum being equal to 100% of the contract price for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and their respective successors and assigns, jointly and severally, firmly by this Bond.

WHEREAS, the said Principal did on _____, 2021 enter into a certain Contract with the City of The Village, a municipal corporation, for the following: **THE VILLAGE SIGNALIZATION AND PEDESTRIAN CROSSING IMPROVEMENTS AT LAKESIDE & MAY, in the City of The Village, Oklahoma County, OK.** ("Work").

And WHEREAS, this bond is given in compliance with Oklahoma Statutes Annotated, Title 61, Sections 1 and 2, as amended;

NOW THEREFORE, the condition of the above obligation is such that, if the Principal shall pay all indebtedness incurred for labor, materials or rental of machinery or equipment furnished in the performance of the Work and as required by the terms of the Contract, then this obligation shall be void, otherwise to remain in full force effect.

IN WITNESS WHEREOF, the said Principal has caused this Bond to be executed by its duly authorized officers, agents, or representatives; and the said Surety has caused this Bond to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do.

Dated this _____ day of _____, 2021.

ATTEST:

Principal: _____

By: _____
(Signature)

By: _____
(Signature)

Printed Name and Title

Printed Name and Title

(SEAL)

Bonding Company

By: _____
Attorney-in-Fact (Signature)

(BONDING CO. SEAL)

Printed Name and Title

PERFORMANCE BOND

_____, as Principal, and _____, a corporation organized under the laws of the State of _____, as Surety, are held and firmly bound unto the City of The Village, a municipal corporation, in the penal sum of _____ Dollars (\$_____) in lawful money of the United States of America, such sum being equal to 100% of the contract price for the payment of which, 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 this obligation is such that, whereas said Principal entered into a written Contract with The City of The Village, a municipal corporation, dated _____, 2021, for **THE VILLAGE SIGNALIZATION AND PEDESTRIAN CROSSING IMPROVEMENTS AT LAKESIDE & MAY, in the City of The Village, Oklahoma County, OK.**, all in compliance with the specifications and other bidding documents therefore, made a part of said Contract and on file in the office of: City of The Village Clerk’s Office, Oklahoma County, Oklahoma, 2304 Manchester Drive, The Village, OK 73120.

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly and faithfully perform and abide by said Contract and each and every covenant, condition, and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said Contract, specifications and bidding documents, and if said Principal shall protect and save harmless said City of The Village, a municipal corporation, from any pecuniary loss resulting from the breach of any of the items, covenants and conditions of said Contract resting upon said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

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

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal 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 to do so, the day and year set forth below.

Dated this _____ day of _____, 2021.

ATTEST:

Principal: _____

By: _____
Principal Secretary (Signature)

By: _____
(Signature)

Typed Name and Title
(SEAL)

Typed Name and Title

Address

By: _____
Witness as to Principal (Signature)

Address

Typed Name and Title

ATTEST:

Surety: _____

By: _____
Witness as to Surety (Signature)

By: _____
Surety's Agent (Signature)

Typed Name and Title

Typed Name and Title

By: _____
Attorney-in-Fact (Signature)

Typed Name and Title

(SURETY SEAL)

NOTE: Date of bond must not be prior to date of contract. If contractor is partnership, all partners should execute bond.

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, _____ as Principal and _____, as Surety, are held firmly bound unto the City of The Village, a municipal corporation, in the full and just sum of _____ Dollars, (\$ _____), such sum being equal to 100% of the Contract Sum for a period of one (1) year, and thereafter for a period of one (1) year for the sum of _____ Dollars (\$ _____), the sum being not less than fifteen (15%) percent of the Contract Sum, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 2020, the conditions of this obligation are such that whereas, the above bonded Principal, is the lowest and best Bidder for the making of the following City work and improvements **THE VILLAGE SIGNALIZATION AND PEDESTRIAN CROSSING IMPROVEMENTS AT LAKESIDE & MAY**, in the City of The Village, Oklahoma County, OK., and has entered into a certain written Contract with **THE CITY OF THE VILLAGE** on the _____ of _____, **2021**, for the performance and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore made, adopted, and made a part of said Contract and on file in the office of the City Clerk of the **CITY OF THE VILLAGE**: and to maintain the said improvement in the amounts set forth above against any failure due to workmanship or material for a period of two (2) years from the date of acceptance of the improvements by the Council of the **CITY OF THE VILLAGE**.

NOW, THEREFORE, if the said Principal, shall pay or cause to be paid to the City, all damage, loss, and expense which may result by reasons of defective materials and/or workmanship in connection with said work occurring within a period of two (2) years for all projects for the construction of roads, streets, highways, and utilities from and after acceptance of said project by the City, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed that if the said Principal or Surety herein shall fail to maintain said improvements against any failure due to defective workmanship and/or material for a period of two (2) years and at any time repairs shall be necessary that the cost of making said repairs shall be determined by the Council of the **CITY OF THE VILLAGE**, or some person or persons designated by them to ascertain the same, and if, upon thirty (30) days notice, the said amount ascertained shall not be paid by the Principal or Surety herein, or if the necessary repairs are not made, that said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined by any Court of competent jurisdiction. The amount so determined shall be conclusive upon the parties as to the amount due on this bond

for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this bond as the condition of the improvements may require.

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

IN WITNESS WHEREOF, the 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.

ATTEST:

_____ by _____
(Witness - Secretary) Principal

ATTEST:

_____ by _____
(Witness - Secretary) Surety

BUSINESS RELATIONSHIPS AFFIDAVIT TO ACCOMPANY BID

STATE OF _____)
) SS:
COUNTY OF _____)

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

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

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

[If none of the business relationships hereinabove mentioned exist, Affiant should so state.]

Name: _____
Title: _____

Subscribed and sworn to before me this ___ day of _____, 2021.

Notary

My Commission No.: _____
My Commission Expires: _____

ANTI-COLLUSION AFFIDAVIT TO ACCOMPANY BID

STATE OF _____)
) SS:
COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by _____, the Bidder, to submit the attached bid. Affiant further states that the Bidder has not been party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or with any City official or employee as to quantity, quality or price in the prospective Contract, or other terms of said prospective Contract or in any discussions between Bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a Contract.

Name: _____
Title: _____

Subscribed and sworn to before me this ___ day of _____, 2021.

Notary

My Commission No.: _____
My Commission Expires: _____

CERTIFICATE OF NON-DISCRIMINATION

(To be completed and submitted with the Contract)

In connection with the performance of Work under the Contract dated _____, 2021 (“Contract”), between the City of The Village, a municipal corporation (“City”), and _____ (“Contractor”), for the following street rehabilitation work: Mill and Overlay, Curb Removal and Replacement of the following City Streets: **THE VILLAGE SIGNALIZATION AND PEDESTRIAN CROSSING IMPROVEMENTS AT LAKESIDE & MAY, in the City of The Village, Oklahoma County, OK.**, in The City of The Village, Oklahoma County, OK (“Contract”), the Contractor agrees as follows:

(a) The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, age, or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). Contractor shall take affirmative action to ensure that employees are treated without regard to their race, creed, sex, color, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and Subcontractors shall agree to post in a conspicuous place, available to employees and applicants for employment, a copy of this Certificate of Non-Discrimination.

(b) In the event the Contractor's noncompliance with this Nondiscrimination Certificate, the Contract may be canceled, terminated or suspended by the City. The Contractor may be declared by the City to be ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Contractor and/or Subcontractors.

(c) The Contractor agrees to include this Nondiscrimination Certificate in any sub-contracts connected with the performance of this Contract.

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

CONTRACTOR:

Signature

Name

Title

STATE OF _____)
) SS
COUNTY OF _____)

This instrument was subscribed, acknowledged and sworn to before me this ____ day of _____, 2021, by _____, as the _____ of _____, the Contractor.

Notary Public

My Commission Expires: _____
My Commission No.: _____

CONTRACTOR IDENTIFICATION NUMBERS

(This form is to be completed and submitted with the Contract)

Project Name & Description: _____.

Name of Contractor: _____.

Pursuant to the Rules and Regulations of the Commissioner of Labor issued under the Oklahoma Minimum Wage on Public Works Act (40 O.S. Section 196.2), Contractor provides the following Identification Numbers:

Oklahoma Tax Commission _____

Oklahoma Employment Security Commission _____

Internal Revenue Service _____

Social Security Administration _____

Contractor is reminded that no contractor or subcontractor may be employed on this project who is listed by the Commissioner of Labor as ineligible to bid on or be awarded a public works contract. A list of ineligible contractors may be obtained from the Commissioner of Labor.

Submit W-9 Form.