



SOLICITATION

Solicitation #: C20-17

Solicitation Issue Date: 3/24/2020

Solicitation Type: Request for Quotes Request for Proposal Request for Formal Bids

Title: MAIN STREET MILL & OVERLAY

Brief Description:

City of Miami is seeking SEALED, FORMAL BIDS, for the mill & overlay and striping of Main Street between Steve Owens Blvd. and 1st St. NE. The improvements shall be measured and paid for by the unit area, listed on the quote form, completed and accepted by the City. In preparing bid responses, contractors must consider the cost of labor, equipment and material for improvements of city streets as listed in scope of work. Quotes will be for completion of said project which will consist of streets as noted. All labor, equipment, material and application shall meet 2009 Oklahoma Department of Transportation specifications and standard drawings.

Response Due Date: 4/14/2020

Time: 2:30 p.m

Issued By **Purchasing Agent, Krista Duhon**

RETURN SEALED BID TO:

**Purch. Agent: Krista Duhon
129 5th AVE NW
MIAMI, OK 74354**

Project Managers :

Name: Kevin Browning, Public Works Director

Phone: 918-542-6384

Email: kbrowning@miamiokla.net



INVITATION TO BID

Sealed bids will be received by the City of Miami Purchasing Agent, Krista Duhon, at 2:30 P.M. CST, April 14, 2020. All bids that have been duly received by the appropriate date and time will be opened in the Office of the Purchasing Agent, located in the Miami City Hall, 129 5th Ave. NW, Miami, OK. Bids will be reviewed by staff and then submitted to the Miami City Council to be considered/approved at a Regularly Scheduled Meeting held in the City Council Chambers at City Hall.

All bids shall remain on file at least forty-eight (48) hours thereafter before a contract will be made and entered into thereon. Bids received more than ninety-six (96) hours prior to the Bid Opening will be returned. Contract to be awarded to the lowest responsive responsible bidder.

The Owner reserves the right to waive any informalities in the bidding. Conditional bids shall not be accepted.

BID #C20-17

MAIN STREET MILL & OVERLAY

Copies of Specifications, and Contract Documents are on file with the City of Miami, 129 5th NW, Miami, Oklahoma 74354, (918) 541-6685, and are open to public inspection. A set of said documents may be obtained at the City Purchasing Office or by e-mail request at kduhon@miamiokla.net. A packet may be downloaded off the Miami web site at www.miamiokla.net. The Owner reserves the right to reject any or all bids. Contract to be awarded to the lowest responsive responsible bidder. The Owner reserves the right to waive any informalities in the bidding.

Bidders with questions concerning this invitation may contact Kevin Browning, Public Works Director, City of Miami, 815 D NE Miami Oklahoma, at (918)-542-6384, Fax (918)-542-6825.

Each bidder shall accompany his original bid, filed with the City of Miami, with a certified or Cashier's Check on a solvent bank located in Oklahoma or a Bidder's Bond, in the amount of five (5) percent of the amount bid, as a guarantee of his ability to perform the contract bid upon, and that he will enter into a written contract with the Owner to perform said work and/or furnish said materials in accordance with said plans and specifications and furnish the required bonds within ten (10) days after the acceptance of his bid.

The Owner as will retain the deposit, and for, liquidated damages in case the successful bidder fails to enter in said contract and furnish the required bonds provided for in the specifications within the time required. Deposit of the unsuccessful bidders will be returned upon the execution of the Contract and required bonds.

Each bidder shall accompany his bid with a sworn statement in writing that the Bidder has not directly or indirectly entered into an agreement, expressed or implied, with any other bidder concerning the price or amount of such bid or any bids, the limiting of the bids or bidders, the paying to anyone any money for promotion expenses, the parceling or farming out to any bidder or bidders or other persons of any part of the contract or any part of the subject matter of the bid or of the profits thereof.

Construction, Maintenance and Statutory Payment Bonds in the amount of 100% of the contract price with a Corporate Surety licensed in Oklahoma and approved by the Owner and Engineer, will be required for the faithful performance of the contract, and the bidder shall state in the proposal the name and address of the Surety or Sureties who will sign this bond in case the contract is awarded to him. The Maintenance Bond required will guarantee the repair of all damage due to improper materials or workmanship for a period of one (1) year after the acceptance of the work by the Owner.

The bidder (Proposer) must supply all the information required by the bid or forms.

1. Bid Form
2. Qualification Statement
3. Bidder's Response Sheet
4. Non-collusion affidavit
5. Bid Bond/Cashier Check for 5% of total bid
6. Authorization to Release Information

City of Miami, Oklahoma

Owner

Purchasing Agent

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

Municipal Counselor



INSTRUCTIONS TO BIDDERS

EXAMINATION OF BID DOCUMENTS Each Contractor by offering his/her bid represents that they have read and understand all documents comprising the Request for Formal Bids. The Contractor shall include in their bid any and all costs that may be necessary to complete the work in accordance with the requirements of the contract documents.

SUBMISSION OF BIDS Bidders MUST submit the bid in a sealed envelope which is clearly marked with the solicitation number and the name and address of the bidder.

INTERPRETATION OF CONTRACT DOCUMENTS Questions regarding documents, discrepancies, omissions, or intent of the specifications or drawings shall be submitted in writing to the City through the Engineer or purchasing agent at least seven (7) days prior to opening of bids to provide time for issuing and forwarding an addendum. Any interpretation of the contract documents will be made only by addendum duly issued or delivered by the City of Miami to each person receiving a set of documents. The City of Miami will not be responsible for any other explanations or interpretation of the contract documents. In the event of a conflict between the specifications and the SRF Supplemental Conditions (Pink Sheets), the latter shall govern. In the event of a conflict between the plans and specifications, the specifications shall govern.

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

LOCAL CONDITIONS AFFECTING Each Contractor shall visit the site of the work and thoroughly and fully inform themselves relative to construction hazards and procedure, labor, and all other conditions and factors, local and otherwise, which would affect the prosecution and completion of the work and the cost thereof, including the arrangement and conditions of existing structures and facilities affecting or which are affected by the proposed work, access to the site, the availability and cost of labor, and available facilities for transportation, handling, and storage of materials and equipment. It is understood and agreed that all such factors have been properly investigated and considered in the preparation of every proposal submitted, as there will be no subsequent financial adjustment, to any contract award there under, in the event the lack of such prior investigation affects the cost of the work.

SUBSURFACE CONDITIONS The Contractor shall be completely responsible for investigating subsurface conditions that may affect the proposed work and prepare their bid accordingly. The existence of unforeseen subsurface conditions, whether investigated or not, that adversely affect the work, shall not entitle the successful Contractor to any additional compensation.

QUALIFICATIONS OF CONTRACTOR To assist in determining the lowest responsible bid, each Contractor must complete the attached "Qualification Statement of Contractor" which seeks the following information: (a) address of permanent place of business; (b) list of Contractor-owned equipment available to complete the work properly and expeditiously; (c) list of equipment Contractor expects to rent or lease to complete the

work properly and expeditiously; (d) financial records showing Contractor's ability to meet obligations incident to the work; and (e) list of similar projects completed. Each bidder must complete the attached "Qualification Statement of Bidders"

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

BID SECURITY. No bid will be considered unless accompanied by a cashier's check, a certified check or a bidder's bond in the amount of five (5) percent of the bid, as a guarantee that if the bid is accepted, the bidder will execute the agreement and file bonds and insurance as required by the contract documents within 10 days from and after the date of the acceptance of the bid by the City.

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

AGREEMENT, BONDS, INSURANCE The attention of Contractors is specifically directed to the forms of agreement and bonds to be executed and the type of insurance to be taken out in the event a contract award is made. The Contractor, to whom the work is awarded, will be required to furnish the following Surety Bonds and Liability Insurance. An irrevocable letter of credit may be substituted for each bond if approved by the City Attorney.

- **Performance Bond.** A performance bond to the City in an amount equal to 100% of contract price.
- **Statutory Bond (payment bond).** A statutory bond to the City in an amount equal to 100% of the contract price.
- **Maintenance Bond.** A maintenance bond to the City in an amount equal to the contract price to protect against defective workmanship and materials for a period of (1) one year after acceptance of the project, and payment of all labor and materials including the prime Contractor and all subcontractors.
- **Liability Insurance** with necessary endorsements and certificate naming the City of Miami as an Additional Insured.
- **Workers' Compensation Insurance.** In the absence of Workers' Compensation insurance, a signed affidavit of exempt status must be provided.

Each bond shall be executed on the forms attached, signed by a surety company authorized to do business in the State of Oklahoma and acceptable as a surety to the City of Miami. With each bond there shall be filed with the City of Miami one copy of the "Power of Attorney" certified to include the date of bond.

A letter of credit from a bank for the total amount of the bid project may be used, if approved by the City Attorney, in lieu of bonds.

ADDENDA Bidders MUST acknowledge all addenda issued and shall include the acknowledgment with the documents at the time of bid submittal.

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

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

PENALTY FOR COLLUSION If at any time it shall be found that the person, firm or corporation to whom the contract has been awarded has, in presenting any Contractor or bids, colluded with any other party or parties, then the contract so awarded shall be null and void, and the Contractor and their sureties shall be liable to the City for all loss or damage which the City may suffer thereby, and the City may advertise for new bids for said work. Contractors are required to submit a non-collusion affidavit with the bid submittal.

LICENSE Each Contractor shall possess State and local licenses as are required by law, and shall furnish satisfactory proof to the City upon request that the licenses are in effect during the entire period of the contract. All applicable laws, ordinances, rules, and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

TITLE 18 COMPLIANCE Compliance with Oklahoma's General Corporation Act and the Limited Liability Company Act is required before a Contract will be awarded. Each bidder representing a corporation, limited liability company, or other formal business structure, agrees to provide upon request a Federal Employer's Identification Number and proof of lawful filing with the Oklahoma Secretary of State as required by Oklahoma's General Corporation Act and the Limited Liability Company Act. (See 18 O.S. §§ 1000-1144, 2000-2060).

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

ACCEPTANCE AND REJECTION OF BIDS The City of Miami reserves the right to accept the bid which, in its judgment is the lowest and best bid, to reject any or all bids, and to waive irregularities or informalities at its discretion. Tied-bids are non-restrictive: In order for a tied bid proposal to be accepted it must be lower than the sum of low separate bids.

AWARD OF CONTRACT The award of any contract will be made to the participant offering the lowest responsive responsible bid on the basis of the lowest and most responsible bid and having provided the necessary bonds, insurance, and other documents required per the Invitation to Bid and Instruction to Bidders.

The award may be made to more than one bidder by awarding the Contract(s) by item or groups of items, on an ALL OR NONE basis, whichever is deemed by the purchasing director to be in the best interest of the City of Miami.

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

EFFECTIVE DATE OF AWARD If a contract is awarded by the City, such award shall be effective upon execution by the authorized representative of the City, following delivery of a Notice of Conditional Award by some office or agent of the City duly authorized to give such notice to the intended awardee, either in person or by mail at the main business address shown on the bid documents submitted by such awardee.

EXECUTION OF AGREEMENT Copies of the agreement in the number stated in the form of agreement, shall be executed by the successful Contractor, and returned, together with the required bonds and insurance, within **10** days from and after the date of the acceptance of the bid by the City. Effective date of bonds shall be the same or later than the date of the agreement. Owner shall return executed copy of the Agreement within **15** days after its receipt from the contractor. Owner shall issue a Notice to Proceed within **15** days after

the Owner executes the agreement. Contractor shall begin construction within **30** days of the date shown on the Notice to Proceed.

SUBCONTRACTORS The performance, experience and ability of each proposed subcontractor will be considered in the evaluation of bids, and those proposed to perform more than 10% of the work shall be listed on the proposal form.

FAILURE TO EXECUTE AGREEMENT AND FILE BONDS AND INSURANCE Failure of a successful Contractor to execute the agreement and file required bonds and insurance within the required time shall be just cause for the annulment of the award. Upon annulment of an award as aforesaid, the City may then award the contract to the Contractor offering the next lowest responsible bid.

PAYMENT FOR EXCESS COSTS AND LIQUIDATED DAMAGES The successful Contractor will be required to pay \$1500.00 per day for the excess cost of field engineering, inspection and liquidated damages as defined in the Contract Agreement, if extensions of time are not granted by City because of avoidable delays as therein defined.

CHANGE ORDERS Additional work may be added to this contract via a change order if agreed upon by the City and Contractor to the extent allowed by law. This work must be in writing before work has been started.

CONTRACT PERIOD The contract period shall be coordinated with the City project manager and engineer. Each identified section will have a negotiated period of time to complete the work of that section, commencing upon issuance of a notice to proceed. This proposed work must be approved in writing before work can start.

EASEMENTS All work performed on, or use of, easements and/or right-of-way shall be subject to the provisions of the easement or right-of-way agreements on file where appropriate. Work outside any easements and/or right-of-way shall not occur without written approval from the property owner, and all damage to such property in or out of the easement is the responsibility of the Contractor. Written approval if requested must be provided to the City.

UTILITY MANHOLES/VALVES Lowering or raising of manholes/valves, if applicable to project, shall be the responsibility of the Contractor. This includes all labor and materials for the project.

LOCATING UNDERGROUND UTILITIES It shall be the responsibility of the Contractor to call OKIE before digging. To submit a locate request by phone, dial 811 or 1(800)522-OKIE. Contractor shall call OKIE prior to any excavation. It is the Contractor's responsibility to locate and preserve all utilities. The City shall not be responsible for or pay for any damage caused by the Contractor to any utility above or below ground. All damage to City's utilities will be billed to Contractor at a reasonable rate. This will cover the material and manpower of the repair.

LANDSCAPING All Contractors shall be responsible for landscaping property back to its original condition.

APPROXIMATE QUANTITIES On all line items on which bids are to be received on a unit price basis, the quantities stated in the bid will not be used in establishing final payment due the Contractor except those indicated as final pay items. The quantities stated, on which unit prices are invited, are approximate only, and each Contractor shall make their own estimate from the scope of work and site visits to calculate their unit price bid for each item accordingly. Bids will be compared on the basis of number of units stated in the Bid Proposal Form. Payment on the contract on unit price items will be based on the actual number of units installed in the completed work unless otherwise noted. No increases in the approximate quantities shall exceed amounts that would increase the original contract price beyond what is permitted by Section 121 of the Oklahoma Public Competitive Bidding Act of 1974 (61 O.S. Section 121), and no decreases in the

approximate quantities shall exceed twenty (20%) percent, except as otherwise permitted by the Contract Documents.

DELETED WORK City reserves the right to delete any portions of the work included herein. Any deletion will be made in writing. The Contractor shall not be entitled to any compensation or damage for deleted work.

SURVEYS The Contractor shall provide all surveys and construction staking to complete the work. They shall also preserve all existing benchmarks, reference points, and stakes established by others.

PAYMENTS Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment. Progress Payments shall be broken by Schedule as defined in the Scope of Work.

At least 20 days before the date established for each progress payment (but not more often than once a month), Contractor shall submit for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Owner. A 5% retainage will be held for each specific invoice. The progress payment will then be submitted to Finance and set forth to the next meeting of the Miami City Council. Upon approval by the council, a check will be provided to the Contractor. No less than 5% retainage over the total project will be retained.

If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

FINAL PAYMENT- LIEN WAIVER RELEASE Final payment request shall include a signed lien waiver release.

WORK SCHEDULE No work will be permitted on Saturdays, Sundays and Holidays unless permitted by the City Engineer or his designee.

TERMINATION FOR CAUSE The Contractor may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The City may terminate the Contract for default or any other just cause upon a 30-day written notification to the Contractor.

The City may terminate the Contract immediately, without a 30-day written notice to the Contractor, when violations are found to be an impediment to municipal function and detrimental to its cause, when conditions preclude the 30-day notice, or when the Purchasing Agent determines that an administrative error occurred prior to Contract performance.

If the Contract is terminated, the City shall be liable only for payment for products and/or services delivered and accepted.

TERMINATION FOR CONVENIENCE The City may terminate the Contract, in whole or in part, for convenience if the Purchasing Agent determines that termination is in the City's best interest. The City shall terminate the Contract by delivering to the Contractor a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the

date the Notice of Termination for Convenience is issued.

If the Contract is terminated, the City shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the Contractor.

INDEMNITY Contractor shall fully indemnify, hold harmless and defend City and its directors, officers, employees, agents and Affiliates, including Olsson Associates (collectively, —Indemnified Parties) from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney’s fees and costs), whether or not involving a third party claim, which arise out of, relate to or result from (1) any breach of any representation or warranty of Contractor contained in this Agreement, (2) any breach of any covenant or other obligation or duty of Contractor under this Agreement or under applicable law, in each case whether or not caused by the negligence of City or any other Indemnified Party and whether or not the relevant claim, action, suit, etc. has merit.

FORCE MAJEURE No Liability for Force Majeure Event. Neither party will be liable for any failure of or delay in the performance of any of its obligations under this agreement if its failure or delay is due to the occurrence of a Force Majeure Event.

In this agreement, “Force Majeure Event” means any event that:

- (i) is beyond the reasonable control of a party,
- (ii) materially affects the performance of any of its obligations under this agreement, and
- (iii) could not reasonably have been foreseen or provided against,

but does not include general economic or other conditions affecting financial markets generally.

LEGAL CONTRACT Submitted bids are rendered as a legal offer and shall give rise to and become part of a legally enforceable contract, when accepted by the procuring agency following the Contractor’s compliance with the requirements of Title 61, Section 1 of the Oklahoma Statutes, as amended. The contract shall include, but not be limited to, the following documents (in order of preference), which shall become part of the written contract executed in accordance with Title 61, Section 113 of the Oklahoma Statutes, as amended:

- Purchase order, as amended by Change Order (if applicable);
- Solicitation, as amended (if applicable); and
- Successful bid (including required certifications), to the extent the bid does not conflict with the requirements.

Collectively, the documents comprising the contract shall be referred to as the “Contract Documents.”

EMPLOYMENT RELATIONSHIP The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the City of Miami or the procuring agency. The Contractor's employees shall not be considered employees of the City of Miami nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to City employees.

NON-APPROPRIATION CLAUSE The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the appropriate governing entity to pay amounts due for multiple year agreements. The

Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final and binding.

STORM WATER POLLUTION DISCHARGE ELIMINATION Prior to the start of construction, the Contractor shall submit to the Engineer and the pollution control manager, for approval a completed storm water pollution prevention plan (SWPPP) which details schedules for accomplishment of pollution control measures.

ODEQ PERMIT COMPLIANCE Contractor acknowledges their role as having day-to-day responsibilities/control for the project. Accordingly, Contractor shall comply with the requirements of the Oklahoma Department of Environmental Quality (ODEQ) general storm water permit for construction activities on all nonrestricted areas of the project and with the Environmental Protection Agency (EPA) storm water permit requirements for construction activities on all restricted areas of the project.

Contractor shall, as needed, be responsible for initiating any modifications to the original permit connected with the location of their storage yard(s), plant sites, and borrow areas, regardless of location on/off the rights-of-way, shall indemnify and hold harmless the City of Miami and the afore mentioned "indemnified parties" for enforcement actions and claims resulting from a failure to comply with the terms of the permit(s).



SCOPE

The purpose of this Request for Formal Bid is to accept bids for the labor, equipment and material for:

MAIN STREET MILL & OVERLAY

Project specifics: City of Miami is seeking SEALED, FORMAL BIDS, for the mill & overlay and replacement of striping of Main Street between Steve Owens Blvd. and 1st St. NE. The improvements shall be measured and paid for by the unit area, listed on the quote form, completed and accepted by the City

Construction shall be measured and paid for by the specified contract unit price as completed and accepted by the City. In preparing bid responses, contractors must consider the cost of labor, and equipment. All labor, equipment, material, and application shall meet specifications of the Oklahoma Department of Environmental Quality, Oklahoma Department of Health, Oklahoma Department of Transportation, and must meet professional standards as described within C20-17.

Contractor is responsible for all aspects of traffic control including barricades, flagmen, rerouting traffic, all necessary/required signage, and notifications to police, fire, and public works of all traffic adjustments.

All work performed shall be inspected by the project manager. All materials and workmanship shall be tested on a random basis by the Contractor, project manager and/or city engineer at the same time. Near the end of project and/or task, a walk through will be conducted with onsite inspector(s) to develop a punch list of remaining items to complete.

The CITY reserves the right to increase, decrease, or delete from the Project quantities in order to bring the total contract price to the budgeted project expenditures.

Contractors are encouraged to visit the site of the work, and thoroughly and fully inform themselves relative to construction hazards and procedure, labor, and all other conditions and factors which would affect the prosecution and completion of the work.

BID PROPOSAL AND QUOTE FORM (a)

SOLICITATION NO. C19-17

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
SCHEDULE A - GENERAL					
A	1	Mobilization	SQYD	12,000	
A	2	Cold Milling Pavement (4" Depth)	SQYD	12,000	
A	3	4" Type S4 (PG 64-22) Superpave (Surface Course)	Tons	3000	
A	4	Tack Coat at a Rate of 0.15 Gal/Yd ² of Diluted Emulsion (SS-1H) at 1:1 Water to Original Emulsion	Gal	1800	
A	5	Replacement of Striping	LS	1	
A	6	GlasPave25, or Approved Equal	SQYD	12,000	
TOTAL OF ALL BID ITEMS					

Base Bid Total: \$ _____

(In Words) _____

Signature of Authorized Bidder:

Acceptance of Addendums

Addendum No.	Date Received	Initials
1		
2		
3		

BID PROPOSAL AND QUOTE FORM (b)

SOLICITATION NO. _____

List subcontractors performing more than 10% of the work in this project.

Subcontractor	Contact information



CONTRACTOR/BIDDER RESPONSE SHEET

1. **RE: Solicitation No.** _____

2. **Contractor General Information:**

FEI/SSN: _____ Supplier ID (IF APPLICABLE): _____

Company Name: _____

3. **Contractor Contact Information:**

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____ Title: _____

Phone # _____ Fax # _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit:**

YES – Permit # _____

NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption.

5. **Registration with the Oklahoma Secretary of State:**

YES – Filing # _____

NO – Prior to the contract award, the successful bidder/quoter will be required to register with the Secretary of State or must attach a signed statement providing specific details supporting the exemption claimed.

6. **Workers' Compensation Insurance Coverage:**

YES – Include a certificate of insurance with the bid/quote.

NO – Prior to the contract award, the successful bidder/quoter will be required to provide a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

Authorized Signature

Date



THE UNDERSIGNED, having examined the plans, specifications, the locations, arrangements, and conditions of bridges, roads, streets, utilities and other facilities or appurtenances which affect or may be affected by the proposed work, the actual sites of the proposed improvements and being acquainted with and fully understanding:

- 1) the extent and character of the work covered by this proposal;
- 2) the locations and specified requirements of and for the proposed improvements and other items of work appurtenant thereto; and
- 3) the normal existing and probable construction difficulties, hazards or all other factors or conditions which may or may not be apparent, which may affect or be affected by the specified work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor; and to construct, erect, equip, and complete all work stipulated in, required by, and in accordance with the contract documents hereto attached and the specifications referred to therein (as altered, changed, or modified by any and all addenda thereto), for and in connection with the Contract for which this proposal is herein submitted for and in consideration of the prices set out herein.

The undersigned hereby agrees to furnish the required Performance Bond, Statutory Bond, Maintenance Bond, and evidence of liability and workers' comp insurances as specified in the Request for Proposal and to enter into a contract within ten (10) days after the acceptance of this proposal by the City, and further agrees to complete the work in the negotiated time frame (stipulated in the Contract Agreement) from the date of the issuance by the City of a Notice to Proceed authorizing commencement of work.

DATED this ____ day _____ of 20____.

If an Individual: _____, doing business
as: _____.



QUALIFICATION STATEMENT OF CONTRACTOR

SUBMITTED TO:

Project Manager/Engineer Date Received: _____

Reviewed by: _____ Date: _____

CONTRACTOR: _____

CIRCLE ONE: Sole Proprietor Partnership Corporation Joint Venture

NAME: _____ **PARTNER:** _____

ADDRESS: _____ **ADDRESS:** _____

CITY: _____ **CITY:** _____

PHONE: _____ **PHONE:** _____

PRINCIPAL PLACE OF BUSINESS: _____ **PRINCIPAL PLACE OF BUSINESS:** _____

_____ COUNTY STATE COUNTY STATE

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

STATE OF INCORPORATION: _____

LOCATION OF PRINCIPAL OFFICE: _____

CONTACT PERSONS AT OFFICE: _____

PERSON EXECUTING CONTRACTS ON BEHALF OF CORPORATION:

NAME: _____ TITLE: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PHONE: _____

NAMES OF OFFICERS: (IF APPLICABLE): _____

LIST NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: _____

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

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

TYPE(S) OF WORK DONE: (CIRCLE)

Asphalt Paving	Storm Sewer	Water & Sanitary Sewer Lines
Concrete Paving	Earth Work	Micro Surfacing
Misc. Concrete	Painting	Bridge Work
Channel Lining	Demolition	Pump Stations
Fog Seal	Landscaping	Chip Seal
Electrical Work	Pedestrian Fencing	Building Construction

Concrete Structures: _____

OTHER: _____

COMMENTS: _____

GREATEST NUMBER OF THIS TYPE CONSTRUCTION CONTRACTS IN EXCESS OF \$ 100,000.00 UNDER CONSTRUCTION AT ONE TIME IN COMPANY'S HISTORY (Last 5 years): _____

GREATEST NUMBER OF THIS TYPE CONSTRUCTION CONTRACTS IN EXCESS OF \$200,000.00 UNDER CONSTRUCTION AT ONE TIME IN COMPANY'S HISTORY: (Last 5 years): _____

APPROXIMATE AVERAGE OF DOLLAR VOLUME OF INCOMPLETE WORK OUTSTANDING UNDER
CONTRACT AT ANY ONE TIME: _____

PROJECT: _____

OWNER/ENGINEER: _____

YEAR BUILT: _____ CONTRACT PRICE: _____

CONTACT PERSON: _____ PHONE: _____

PROJECT: _____

OWNER/ENGINEER: _____

YEAR BUILT: _____ CONTRACT PRICE: _____

CONTACT PERSON: _____ PHONE: _____

IF COMPANY IS UNDER NEW MANAGEMENT, PLEASE LIST NAMES OF STAFF AND QUALIFICATION AND/OR
EXPERIENCE OF SAID PERSONS. (PLEASE USE ATTACHMENT.)

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

IF SO, NAME OF OWNER AND/OR SURETY: _____

CONTACT PERSON: _____ PHONE: _____



AUTHORIZATION TO RELEASE INFORMATION

In compliance with the solicitation for above mentioned types of projects, the undersigned is submitting the information as required with the understanding that the purpose is only to assist in determining the qualifications for this organization to perform the type and magnitude of work designated, and further, guarantee the truth and accuracy of all statements made, and will accept your determination of qualifications without prejudice. The surety herein named, any other bonding company, bank, sub-contractor, supplier, or any other person(s), firm(s) or corporation with whom I (we) have done business, or who have extended any credit to me (us) are hereby authorized to furnish you with any information you may request concerning performance on previous work and my (our) credit standing with any of them; and I (we) hereby release any and all such parties from any legal responsibility whatsoever on account of having furnished such information to you.

Signed: _____ Title: _____

Company: _____ Date: _____

COPY TO LOCAL UNDERWRITING OFFICE OF PROPOSED SURETY

Signed: _____ Title: _____

Address: _____ City _____ State: _____

Statutes, as amended.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

C. Questions / Prompts addressed to individual Affiant:

1. Has your business, or any officer or director of your business, had any partnership, joint venture, or other business relationship with the City engineer, any other party to the project, or any officers or directors of any other party to the project? **Circle one:** Yes / No

2. If you answered yes to the previous question, please describe the nature of such partnership, joint venture or other business relationship in detail, including the names of all persons having such business relationships and the positions they hold within their respective businesses. Please attach additional sheets as necessary. _____

_____.

Certified this _____ day of _____ 20 _____.

Name of Company

Signature of Authorized Agent

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

(Seal)

Notary Public

My Commission Expires: _____



CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the City of Miami, Oklahoma, party of the first part, hereinafter termed "Owner", and _____, party of the second part, hereinafter termed "Contractor".

WITNESSETH:

WHEREAS, the Owner has caused to be prepared, in accordance with law, certain specifications, plans, and other documents for the work hereinafter described and has approved and adopted all of said Request for Quote documents and has received proposals for furnishing materials, labor, and equipment for either of the indicated works.

This project consists of

MAIN STREET MILL & OVERLAY

The work shall be done in accordance with plans and specifications on file with the City of Miami, 129 5th NW, Miami, Oklahoma 74354, (918) 541-6685, as outlined and set out in the proposal documents and in accordance with the terms, specifications, plans and provisions of said Contract; and,

WHEREAS, Contractor, in response to request for quotes, has submitted to the Owner in the manner and at the time specified, a proposal in accordance with the terms of this Contract; and,

WHEREAS, the Owner, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named Contractor has submitted the lowest responsible proposal on the above described project, and has duly awarded this Contract to said Contractor, for the sum named in the proposal to-wit:

_____ DOLLARS (\$ _____)

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

- (1) That the Contractor hereby agrees to furnish all tools, equipment, materials, and labor, and to build and complete the above described project in accordance with the specifications therefore on file in the office of the Purchasing Agent of Miami, Oklahoma.
- (2) That the Owner shall pay the Contractor for the work performed, as follows:
 - (a) Payment for Item total price shall be at the unit price proposed for actual construction quantities.
 - (b) Construction items specified but not included as proposed items shall be considered incidental and shall not be paid for directly but shall be included in the proposed price for any or all of the pay quantities.
 - (c) Should any defective work or materials be discovered, or should a reasonable doubt arise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.
 - (d) The Contractor's proposal is hereby made a part of this Agreement. This is to include the solicitation packet for BID #C20-17, and the Contract Documents referenced therein.
- (3) That the Owner reserves the right to add to or subtract from the estimated quantities or amount of work to be performed in writing. The work to be performed or deducted shall be at the item unit price quote.
- (4) That the Contractor will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written work directive change; and that in the event any additions are provided by the Contractor without such authorization, the Contractor shall not be entitled to any compensation therefore whatsoever.
- (5) That if any additional work is performed or additional materials provided by the Contractor upon authorization by the Owner in writing, the Contractor shall be compensated therefore at the unit price quote and as agreed to by both parties in the execution of the Change Order.
- (6) That the Contractor shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind and all work and materials shall be subject to rejection by the Owner through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the Contractor shall replace the work and materials without compensation therefore by the Owner.

- (7) The Contractor agrees that the Work will be substantially complete within 120 calendar days after the date when the Contract Times commence to run, and will be completed and ready for final payment within 150 calendar days after the date when the Contract Times commence to run following the issuance by the Owner of a Notice to proceed authorizing the Contractor to commence work on the project.
- (8) The Contractor shall furnish bonds and certificates of insurance as specified in the "Instructions to Bidders" and/or the other Contract Documents, which must be approved by the Owner prior to issuance of the Notice to Proceed and commencement of the work on the project. Workers' Compensation insurance or, in the alternative, a signed affidavit of exemption is required.
- (9) On completion of the work, but prior to the acceptance thereof by the Owner, it shall be the duty of the City Engineer or other appropriate person to determine that said work has been completely and fully performed in accordance with said Contract Documents; and upon making such determination said official shall make their final certificate to the Owner.
- (10) Liquidated damages shall be paid by the Contractor at the rate of one thousand five hundred dollars (\$1,500.00) per each and every working day required by Contractor to complete the contract in excess of the contract time unless an extension is granted by Owner.
- (11) APPROXIMATE QUANTITIES: On all line items on which bids are to be received on a unit price basis, the quantities stated in the bid will not be used in establishing final payment due the Contractor except those indicated as final pay items. The quantities stated, on which unit prices are invited, are approximate only and each Contractor shall make their own estimate from the scope of work and site visits to calculate their unit price bid for each line item accordingly. Bids will be compared on the basis of number of units stated in the Bid Proposal Form. on unit price items will be based on the actual number of units installed in the completed work unless otherwise noted. No increases in the approximate quantities shall exceed amounts that would increase the original contract price beyond what is permitted by Section 121 of the Oklahoma Public Competitive Bidding Act of 1974 (61 O.S. Section 121), and no decreases in the approximate quantities shall exceed twenty (20%) percent, except as otherwise permitted by the Contract Documents.
- (12) Disputes: Each party agrees to be responsible for its own wrongful or negligent acts or omissions or those of its officers, agents, or employees arising in any way out of this Agreement to the extent permitted by law.
- (13) Contractor shall be responsible for getting customers to businesses so that business can proceed like usual.
- (14) The Contractor is responsible for making sure material is not vandalized, if it is found to be, the material must be replaced at no cost to the Owner.
- (15) All applicable state and federal laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the services bid shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

- (16) Any issue, claim or dispute arising hereunder shall be interpreted under and governed in all respects by the laws of the State of Oklahoma, unless preempted by federal law in which case federal law shall apply.
- (17) This Contract Agreement, the Solicitation packet for Bid #C20-17, including the other Contract Documents referenced therein, and the Contractor's response thereto (collectively, the "Bid Documents"), together with this Contract Agreement represent the entire agreement between the Owner and the Contractor with regard to the subject matter of this Contract Agreement. Should there be any conflict between the Contract Agreement and the Bid Documents, the Bid Documents control.
- (18) The Contractor hereby represents and warrants to and for the benefit of the Owner that: The Contractor has reviewed and understands the Davis Bacon Act and prevailing wage rate requirements and will provide any further verified information, certification or assurance of compliance as may be required by the Owner.
- (19) The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State.
- (20) Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

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

**City of Miami, Oklahoma,
A Municipal Corporation:**

Attest:

Purchasing Agent

Project Manager

City Manager

Contractor:

Legal Name of Contracting Entity

President or Authorized Signer

**City of Miami, Oklahoma,
A Municipal Corporation:**

Mayor Rudy Schultz



**CITY OF MIAMI
MAINTENANCE BOND**

Know all persons by these presents that _____ as PRINCIPAL, and _____ a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto the CITY OF MIAMI, a Municipal Corporation of the State of Oklahoma, herein called City, in the sum of _____ DOLLARS (\$ _____) such sum being in force for a period of one year from the date of acceptance of the below described improvements by the City, and thereafter for the sum of _____ DOLLARS (\$ _____ 0 _____) such sum being not less than fifteen percent (15%) of the total price of said improvement for a period of _____ 0 _____ year(s) thereafter, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, submitting the lowest and best quote on the following PROJECT:

MAIN STREET MILL & OVERLAY

_____ has entered into a written CONTRACT with the CITY OF MIAMI, dated _____, 20____ for the construction of this PROJECT, that CONTRACT being incorporated herein by references as if fully set forth; and,

WHEREAS, under the ordinances of the CITY OF MIAMI the PRINCIPAL is required to furnish to the CITY OF MIAMI, a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW, THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the CITY OF MIAMI or expense to the CITY OF MIAMI any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of ONE (1) year from the date of the written final acceptance by the CITY OF MIAMI, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Miami, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the City for the cost and expense for making such repair, or otherwise maintaining the said construction.

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

IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the ____ day of _____, 20 __, and the SURETY has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its authorized representative(s) on the ____ day of _____, 20____.

PRINCIPAL:

(SEAL) _____
Attest _____
Name _____
(Please Type or Print)
Title _____

By: _____
Name: _____
(Please Type or Print)
Title: _____

SURETY:

(SEAL) _____
Attest _____
Name _____
(Please Type or Print)
Title _____

By: _____
Name: _____
(Please Type or Print)
Title: _____



**CONTRACTOR'S
PERFORMANCE BOND**

Know all persons by these presents that _____ as PRINCIPAL, and _____, a corporation organized under the laws of the State of _____ and duly authorized to transact business in the State of Oklahoma as SURETY, are held and firmly bound unto the CITY OF MIAMI, OKLAHOMA, a municipal corporation, in the sum of _____ Dollars (\$ _____), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, submitting the lowest and best quote on the following PROJECT:

MAIN STREET MILL & OVERLAY

_____ has entered into a written CONTRACT with the CITY OF MIAMI, dated _____, 20____ for the construction of this PROJECT, that CONTRACT being incorporated herein by references as if fully set forth; and,

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by said CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the CITY OF MIAMI from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of PRINCIPAL of his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the CITY OF MIAMI harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise this obligation shall remain in full force and effect.

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

It is further expressly agreed that the PRINCIPAL's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), and this ____ day of _____, 20__ and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s), on the day of _____, 20__.

(SEAL) _____

Attest _____

Name _____
(Please Type or Print)

Title _____

PRINCIPAL:

By: _____

Name: _____
(Please Type or Print)

Title: _____

(SEAL) _____

Attest _____

Name _____
(Please Type or Print)

Title _____

SURETY:

By: _____

Name: _____
(Please Type or Print)

Title: _____



STATUTORY BOND

Know all persons by these presents that _____ as PRINCIPAL, and _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto the State of Oklahoma in the sum of _____ DOLLARS (\$_____), or the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, submitting the lowest and best quote on the following PROJECT:

MAIN STREET MILL & OVERLAY

_____ has entered into a written CONTRACT with the CITY OF MIAMI, dated _____, 20__ for the construction of this PROJECT, that CONTRACT being incorporated herein by references as if fully set forth; and,

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. § 2, for the amount so due an unpaid.

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

It is further expressly agreed that the PRINCIPAL's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the ___ day of _____, 20____, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the ___ day of _____, 20____.

PRINCIPAL:

(SEAL) _____

Attest _____

Name _____
(Please Type or Print)

Title _____

By: _____

Name: _____
(Please Type or Print)

Title: _____

SURETY:

(SEAL) _____

Attest _____

Name _____
(Please Type or Print)

Title _____

By: _____

Name: _____
(Please Type or Print)

Title: _____



Purchasing Division
P.O. Box 1288
Miami, OK 74354

AFFIDAVIT

STATE OF _____)
) ss.
COUNTY OF _____)

PO No. _____

Invoice No. _____

Amount \$ _____

In accordance with the OS 62 O.S. § 310.9, this signed statement must accompany every contract entered into by any political subdivision of the State for an architect, contractor, engineer, or supplier of construction materials of Twenty-five Thousand Dollars (\$25,000.00) or more.

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

Name of Company

Signature of Authorized Agent

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

(Seal)

Notary Public

My Commission Expires: _____



APPLICATION AND CERTIFICATION FOR PAYMENT

Page 1 of ____

Project: _____

Contract Date: _____

Application No. : _____

Billing Period: _____

Owner: _____

Contractor: _____

CONTRACTOR’S APPLICATION FOR PAYMENT

- 1. ORIGINAL CONTRACT SUM: _____
- 2. Net change by Change Orders: _____
- 3. CONTRACT SUM TO DATE (Line 1+2) _____
- 4. RETAINAGE: _____
- 5. CURRENT PAYMENT DUE (Less line 4) _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES BY CHANGE ORDER		

The undersigned Contractor certifies that to the best of the Contractor’s knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Name of Company

Signature of Authorized Agent

Date

STATE OF _____)
) ss.
COUNTY OF _____)

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

(Seal)

Notary Public

My Commission Expires: _____

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, I certify that to the best of my 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. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEERING DEPARTMENT

Inspector: _____ Date: _____

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 20__, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Statutory Bond, Maintenance Bond and Certificate of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your Bid as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this **NOTICE OF AWARD** to the OWNER. Dated this _____ day of _____, 20__.

(Owner)
By: _____
(Signature)
Name: _____
(Print or Type)
Title: _____
(Print or Type)

ACCEPTANCE OF NOTICE:

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged by

(Contractor)

this the _____ day of _____, 20__.

By: _____ Title: _____
(Signature) (Print or Type)



NOTICE TO PROCEED

Project Name: _____ Project Location: _____

Contract Number: _____ Contract Amount: _____

In accordance with the provisions of the afore-named contract, you are hereby notified to commence work on the above-named project on _____ and are to fully complete the work within _____ consecutive calendar days thereafter. Your completion date is therefore _____.

The contract provides for assessment of liquidated damages of \$1,500 for each working day required to finish the work after the above-established contract completion date.

Dated this ____ day of _____, 20 ____.

By: _____

By: _____

Title: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged this ____ day of _____, 20 ____.

By: _____

Title: _____