



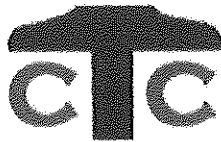
**SIDEWALK IMPROVEMENTS  
MAIN STREET BETWEEN  
1<sup>ST</sup> STREET AND 4<sup>TH</sup> STREET**

**MARLOW, OKLAHOMA**

**BID DOCUMENTS AND SPECIFICATIONS**

**February 2018**

**Prepared by:**



**CHISHOLM TRAIL CONSULTING, LLC**

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*R. Scott Vaughn*

**R. Scott Vaughn, P.E.**

**OK P.E. No. 15194**

*2-28-18*

**Date**

**SIDEWALK IMPROVEMENTS  
MAIN STREET BETWEEN  
1<sup>st</sup> STREET AND 4<sup>TH</sup> STREET**

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**CITY OF MARLOW  
BID ADVERTISEMENT FOR  
SIDEWALK IMPROVEMENTS**

Notice is hereby given that the City of Marlow will receive sealed bids at the City Clerk's Office, at 119 N. 2nd Street, Marlow, Oklahoma, 73055 until **2:00** on the **5th** day of **April, 2018**, for **SIDEWALK IMPROVEMENTS**. Bids will be publicly opened and read aloud in the City Clerk's Office. Bids received after the closing time will not be considered. Bidders are invited to be present when the bids are opened. Minority and small business owners are encouraged to submit bid proposals.

Bid documents and copies of specifications may be obtained from the City Clerk, 119 N. 2nd Street, Marlow, Oklahoma, 73055, or at [www.cityofmarlow.com](http://www.cityofmarlow.com).

A pre-bid conference will be held in the City Council Chambers, 119 N. 2<sup>nd</sup> Street, Marlow, Oklahoma on March 29, 2018 at 2:00 p.m.

A cashier's check or a certified check on a solvent bank in Oklahoma or a bid bond in the amount of five percent (5%) of the bid shall accompany the proposal of each bidder. The check or bond shall be made payable to the Owner. All checks or bonds will be returned to unsuccessful bidders. This check or bond shall be as a guarantee of contractor's 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 specifications and furnish the required bonds within fifteen (15) business days after the acceptance of his bid. No bidder may withdraw his bid for a period of sixty (60) days after the closing date for the receipt of bids.

A Maintenance Bond guaranteeing 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 will be required.

In accordance with O.S. Title 61, if the total bid price exceeds \$50,000.00, the following provisions regarding Performance Bond and Statutory Payment Bond shall apply.

The Owner reserves the right to reject any and all bids, to waive irregularities in any bid, and award contracts to the bidders who, in the opinion of the Owner, offer proposals which appear to be in the best interest of the Owner. The Owner reserves the right to reject or award the Base Bid and Alternate Bids in any combination, subject to conditions contained in the Special Provisions.

Questions concerning this project shall be addressed to the City Administrator Monday through Friday from 8:30 a.m. until 5:00 p.m. Central Time at (580) 658-5401.

FOR THE CITY OF MARLOW

Betty Mackey  
City Clerk

**BID PROPOSAL**

Proposal of \_\_\_\_\_, hereinafter called the "Bidder", organized and existing under the laws of the State of \_\_\_\_\_, doing business as \* \_\_\_\_\_, to the City of Marlow, hereinafter called the "Owner".

In compliance with your advertisement for Bids, Bidder hereby proposes to supply all materials and equipment, and perform all the work required for:

**SIDEWALK IMPROVEMENTS**

All materials, equipment and work shall be in strict compliance with the Contract Documents, Specifications and Plans. All work to be completed in the time set forth herein, 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 pertaining to this Bid with any other Bidder or competitor.

The Bidder hereby agrees to commence Work under the Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the Project within the time specified in the contract documents. Bidder further agrees to pay liquidated damages for each consecutive calendar day after the specified contract time elapses.

No Bidder may withdraw a bid within 60 days after the bid opening.

Bidder acknowledges receipt of the following addenda:

The Owner will furnish to the Contractor a completed Appointment of Agent letter to eliminate any requirement of the Contractor to pay Oklahoma and Local sales tax on materials, equipment and goods furnished on this Project, because the City is exempt from such sales tax, and since the Contractor is an Agent of the City of Marlow, no sales tax shall be paid. Bids shall include all other applicable taxes and fees.

The Bidder agrees that, if his proposal is accepted, he will enter into a Contract with the City of Marlow within ten (10) business days after award.

Enclosed herewith is Bidder's Surety Bond, Certified Check, or Cashier's Check in the amount of five percent (5%) of the total bid:

\$ \_\_\_\_\_ Dollars  
(enter amount of guaranty)

\* Insert "Corporation", "Partnership", or "Individual", as applicable.

**BID SCHEDULE  
SIDEWALK IMPROVEMENTS**

We propose to furnish to the City of Marlow SIDEWALK IMPROVEMENTS in accordance with the Specifications described herein:

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
202(A)	UNCLASSIFIED EXCAVATION	CY	19.00	\$	\$
303(A)	AGGREGATE BASE	CY	10.00	\$	\$
310(B)	SUBGRADE METHOD B	SY	83.00	\$	\$
610(A)	4" CONCRETE SIDEWALK	SY	83.00	\$	\$
619(A)	DEMOLITION/REMOVALS	LSUM	1.00	\$	\$
880(J)	CONSTR TRAFFIC CONTROL	LSUM	1.00	\$	\$

TOTAL BID \$ \_\_\_\_\_

THE OWNER RESERVES THE RIGHT TO ACCEPT OR REJECT ALL BIDS, AS IT DEEMS TO BE IN THE BEST INTEREST OF THE OWNER.

NOTE: BID PROPOSAL SUBMITTAL SHALL INCLUDE:

- Bid Proposal
- Bid Schedules
- Affidavit of Non-Collusion
- Business Relationships Affidavit
- Bid Bond
- Bidders Qualifications Statement

Bidder: \_\_\_\_\_ By: \_\_\_\_\_  
Name of Company Signature & Title

Mailing Address: \_\_\_\_\_

Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_ Email: \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 201\_.

MY COMMISSION EXPIRES:

NOTARY PUBLIC:

\_\_\_\_\_

**AFFIDAVIT OF NON-COLLUSION**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

The undersigned, of lawful age, being first 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 a 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 any 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; that the bidder has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Marlow, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this bid.

Bidder: \_\_\_\_\_ By: \_\_\_\_\_  
Name of Company Signature & Title

Mailing Address: \_\_\_\_\_

Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_ Email: \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY \_\_\_\_\_ OF 201\_.

MY COMMISSION EXPIRES:

NOTARY PUBLIC:

\_\_\_\_\_

**BUSINESS RELATIONSHIPS AFFIDAVIT**

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 prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

*(If none of the business relationship hereinabove mentioned exist, Affiant should so state.)*

Bidder: \_\_\_\_\_ By: \_\_\_\_\_  
Name of Company Signature & Title

Mailing Address: \_\_\_\_\_

Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_ Email: \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY \_\_\_\_\_ OF 201\_\_.

MY COMMISSION EXPIRES:

NOTARY PUBLIC:

\_\_\_\_\_  
\_\_\_\_\_

THIS STATEMENT MUST BE COMPLETED AND SUBMITTED WITH BID

Date: \_\_\_\_\_

## BIDDERS QUALIFICATIONS STATEMENT

1. Name of bidder \_\_\_\_\_
2. Business Address \_\_\_\_\_
3. Date Organized Under Present Firm Name \_\_\_\_\_

4. Type of Organization:

- Individual
- Partnership consisting of the following members:  
\_\_\_\_\_  
\_\_\_\_\_
- Corporation with the following officers:  
\_\_\_\_\_  
\_\_\_\_\_ President                      \_\_\_\_\_ Vice President  
\_\_\_\_\_ Secretary                      \_\_\_\_\_ Treasurer

5. Background and Experience of Principal Members of Firm:

- a. Name \_\_\_\_\_ Age \_\_\_\_\_  
Years of experience in construction work \_\_\_\_\_  
Duties performed \_\_\_\_\_
- b. Name \_\_\_\_\_ Age \_\_\_\_\_  
Years of experience in construction work \_\_\_\_\_  
Duties performed \_\_\_\_\_
- c. Name \_\_\_\_\_  
Years of experience in construction work \_\_\_\_\_  
Duties performed \_\_\_\_\_
- d. Name \_\_\_\_\_ Age \_\_\_\_\_  
Years of experience in construction work \_\_\_\_\_  
Duties performed \_\_\_\_\_



6. Projects Now Under Contract:

Description and Location	Construction Cost	% Comp.	Estimated Comp.Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

7. Projects similar to this project completed during the last five years:

Owner	Project Description	Cost
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

8. Bonding Capacity:

- a. Maximum bonding Capacity \$ \_\_\_\_\_
- b. Amount obligated for current work \$ \_\_\_\_\_
- c. Net capacity available for new work \$ \_\_\_\_\_

9. Bonds written by:

Company _____ Name	Agent _____ Name
_____ Address	_____ Address

10. Banking Connections:

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11. Condensed Financial Data:

Current Assets: \$ \_\_\_\_\_

Current Liabilities: \$ \_\_\_\_\_

Present Net Worth: \$ \_\_\_\_\_

12. References:

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13.

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\_\_\_\_\_  
Signature

CITY OF MARLOW  
AGREEMENT  
(Contract)

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2018, by and between City of Marlow (CITY), hereinafter called OWNER, and \_\_\_\_\_ hereinafter called CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

SIDEWALK IMPROVEMENTS, MAIN STREET BETWEEN 1<sup>ST</sup> STREET AND 4<sup>TH</sup> STREET

Article 2. CONTRACT TIME

2.1 The Work will be completed within 30 Calendar Days.

2.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in 2.1 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that CONTRACTOR shall pay OWNER as liquidated damages for delay (but not as a penalty) as specified in the Special Provisions for substantial completion until the Work is substantially complete.

Article 3. CONTRACT PRICE

3.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as follows:

\_\_\_\_\_ Dollars.

(\$ \_\_\_\_\_)

Article 4. PAYMENT PROCEDURES

4.1 CONTRACTOR may submit an Invoice or Application for Payment on a monthly basis at any time prior to completion of the work. All payments made by the Owner are subject to procedures established for the City Council of the City of Marlow to authorize payment at its regularly scheduled meetings. The City Council regularly scheduled meetings are held on the last Tuesday of each month. Invoice or Application for Payment must be received in the Public Works Director's Office no less than ten (10) business days prior to the regular meeting at which authorization for payment is to be requested.

4.2 Final Payment. Upon final completion and acceptance of the work, including all submittals, OWNER shall pay the remainder of the Contract Price, subject to the procedures noted in paragraph 4.1 above.

#### Article 5. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

5.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

5.2 CONTRACTOR has given the City Engineer written notice of all conflicts, errors, discrepancies or omissions that he has discovered in the Contract Documents, and the written resolution thereof by the City Engineer is acceptable to CONTRACTOR.

#### Article 6. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof, and consists of the following:

- 6.1. This Agreement (pages \_\_\_ to \_\_\_ inclusive).
- 6.2 Exhibits to this Agreement (pages \_\_\_\_\_ to \_\_\_\_\_ inclusive).
- 6.3 Performance and other Bonds, consisting of pages.
- 6.4 Notice of Award.
- 6.5 Specifications bearing the title, SIDEWALK IMPROVEMENTS, MAIN STREET BETWEEN 1<sup>ST</sup> STREET AND 4<sup>TH</sup> STREET.
- 6.6 Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive.
- 6.7 CONTRACTOR'S Bid (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
- 6.8 Documentation submitted by CONTRACTOR prior to Notice of Award (pages \_\_\_ to \_\_\_)
- 6.9 Any Modification, including Change Orders, duly delivered after execution of Agreement. There are no Contract Documents other than those listed above in Article 6.

The Contract Documents may only be altered, amended or repealed by written and approved Change Order.

Article 7. MISCELLANEOUS

7.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment. No assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.2 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in duplicate. One counterpart has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on \_\_\_\_\_

OWNER:

CONTRACTOR:

CITY OF MARLOW

\_\_\_\_\_

By: \_\_\_\_\_  
City Administrator

By: \_\_\_\_\_  
Signature & Title

CORPORATE SEAL  
Attest:

CORPORATE SEAL  
Attest:

By: \_\_\_\_\_

By: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

City of Marlow

\_\_\_\_\_

City Administrator

\_\_\_\_\_

119 N. 2<sup>nd</sup> Street

\_\_\_\_\_

Marlow, Oklahoma 73055

\_\_\_\_\_

Phone: 580-658-5401

Phone: \_\_\_\_\_

Fax: (580) 658-5406

Fax: \_\_\_\_\_

jmcpherson@cityofmarlow.com

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held firmly bound unto the State of Oklahoma in the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), 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 \_\_\_\_\_, 20\_\_.

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 work and improvements, viz:

SIDEWALK IMPROVEMENTS

and has entered into a certain written contract with The City of Marlow on the \_\_\_ day of \_\_\_\_\_ 20\_\_, for the construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain specifications heretofore made, adopted and placed on file in the office of the City Clerk of the City of Marlow.

NOW, THEREFORE, if said principal shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractor of said Principal who perform work in the performance of such, for labor and materials furnished by any supplier and consumed in the performance of said contract, and such repairs to and rental of machinery and equipment as may be furnished by a subcontractor to the person or persons contracting with this Owner within thirty (30) days after the same becomes due and payable, the person, firm or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

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, for the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney—in—fact, duly authorized so to do, the day and year first above written.

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

\_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Marlow, in the penal sum of \_\_\_\_\_ Dollars (\$) in lawful money of the United States of America, 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 Marlow, dated \_\_\_\_\_, 2018, for the SIDEWALK IMPROVEMENTS Project in Marlow, Oklahoma (PROJECT) all in compliance with the specifications therefore, made a part of said Contract and on file in the office of the City Clerk, City of Marlow, Oklahoma.

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 and said specifications, and if said Principal shall protect and save harmless said City of Marlow from any pecuniary loss resulting from the reach 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 retain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alternations 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 so to do, the day and year set forth below.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Principal

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound into the CITY OF MARLOW, a trust of the State of Oklahoma, in the full and just sum of \_\_\_\_\_ DOLLARS (\$) such sum being equal to 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 its successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such, that whereas, said Principal, has by certain contract between \_\_\_\_\_ and the CITY OF MARLOW dated this \_\_\_\_ day of \_\_\_\_\_ 201\_, agreed to perform for the City of Marlow, SIDEWALK IMPROVEMENTS in compliance with the specifications therefore, made part of said contract and on file in the office of the City Clerk of the City of Marlow; and to maintain the said improvement in the amounts set forth above against any failure due to workmanship or material for a period of ONE year from the date of acceptance of the work by the City of Marlow.

NOW THEREFORE, if said Principal shall pay or cause to be paid to the City of Marlow all damages, loss and expense, which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of ONE year from and after acceptance of said project by the OWNER; and if Principal shall save and hold harmless the OWNER from all damages, loss and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further 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 ONE year and at any time repairs shall be necessary, that the cost of making said repairs shall be determined by the City of Marlow or some person(s) 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 in any court of competent jurisdiction; and that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair(s) 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 conditions of the improvements may require.

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 so to do, the day and year first above written.



ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_

\_\_\_\_\_  
Surety

ATTEST:

By: \_\_\_\_\_  
  
\_\_\_\_\_



CITY OF MARLOW, OKLAHOMA  
SIDEWALK IMPROVEMENTS  
MAIN STREET BETWEEN  
1<sup>ST</sup> STREET AND 4<sup>TH</sup> STREET  
SPECIAL PROVISIONS

I. GENERAL

- A. Unless in conflict or otherwise superseded herein, all materials, equipment and work shall be in accordance with the appropriate sections of the Standard Specifications for Highway Construction 2009 Edition of the Oklahoma Department of Transportation (ODOT). Specific reference is made to sections 200, 300, 500, 600 and 700.
- B. For the purposes of this contract, all references to the Engineer, as made in the Standard Specifications for Highway Construction shall be interpreted to reference the City Engineer for the City of Marlow.
- C. Bidders may obtain copies of copies of Oklahoma Department of Transportation Standards at:  
ODOT  
Reproduction Branch  
200 N.E. 21<sup>st</sup> Street  
Oklahoma City, OK 73105-3204
- or online at:  
[https://ok.gov/odot/Doing\\_Business/Construction/Construction\\_Engineering - Standards, Specifications, Materials and Testing/index.html](https://ok.gov/odot/Doing_Business/Construction/Construction_Engineering_-_Standards,_Specifications,_Materials_and_Testing/index.html)
- D. The prices bid shall be for completed work as specified herein. Details necessary for completed work not listed herein shall be considered incidental to the work and will not be paid for separately.
- E. The Owner reserves the right to consider alternative proposals submitted in writing by Bidders and/or the Contractor.
- F. The work shall proceed continuously from Notice to Proceed until Final Completion.
- G. Contractor shall perform all work consistent with MUTCD and OSHA regulations and requirements.
- H. Dimensions provided are approximate. Contractor shall verify dimensions in the field before ordering materials.

- I. Contractor shall participate in a pre-construction conference with the Owner before beginning work.
- J. All materials shall be new and shall be of standard production as offered by the manufacturer, unless otherwise approved by the Owner.
- K. Contractor shall submit two hard copies of materials submittals for review and acceptance by the Owner prior to ordering materials.

## II. MATERIALS

All materials shall conform to Section 700 of the Standard Specifications for Highway Construction 2009 Edition and unless otherwise specified on the plans or herein.

- A. Portland Cement Concrete mixtures containing reclaimed Portland cement concrete materials will not be accepted.
- B. Portland Cement Concrete mixtures containing fly ash or ground granulated blast furnace slag will not be accepted.
- C. Unless otherwise specified, price bid for all concrete pay items will include cost of backfilling.

## III. MAINTENANCE OF TRAFFIC/LIMITS ON CONSTRUCTION

- A. All streets and alleys shall remain open to all traffic at all times. All appropriate Traffic Control Devices as required by the MUTCD and ODOT Standards and specifications shall be in place at all times. Contractor shall coordinate the work to maintain access to all properties at all times.
- B. The Owner's Representative may approve revisions to these conditions.

## IV. CONTRACT TIME AND LIQUIDATED DAMAGES

### A. CONTRACT TIME

#### 1. General

- a. Work Order shall become effective within ten (10) business days after award of contract.
- b. Flexible start date will be allowed on this project. Contractor may start work at any time after the Work Order is effective, provided all other terms of the contract are met. Contractor will provide written notice to Engineer of start date no less than 14 days and no more than 30 days prior to said start date. Upon starting work,

contractor shall complete all work within the milestone times listed below.

- c. All work shall be completed within 30 Calendar Days.

B. LIQUIDATED DAMAGES

- 1. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially complete within the time specified in V.A. above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner as specified below for each day that expires after the time specified in paragraph A until the Work is substantially complete.
- 2. Liquidated damages will be assessed as follows:  
  
After expiration of milestone time listed for any part: \$600.00 per Calendar Day.

- C. Contractor shall schedule operations such that no work takes place and such that all works sites are clean on the following days:

Memorial Day Weekend  
Independence Day Weekend  
Garage Sale Weekend  
Labor Day Weekend  
Thanksgiving Day and Weekend after  
Christmas Eve and Christmas Day and weekend after  
New Year's Eve and New Year's Day and weekend after  
Easter Weekend

V. ADDITIONAL REQUIREMENTS

A. GENERAL

- 1. Aggregate Base consists of constructing 4" minimum thickness aggregate base at all designated locations. Payment will be based on the theoretical volume calculated by 4" thickness times as-built width times as-built width times as-built length.
- 2. The Contractor shall be responsible for proper channelizing devices and signing for the project. Construction traffic control shall be done according to the standard set forth in the current edition of the "MUTCD"

and ODOT Standards and Specifications. Construction traffic control shall include safety fence where necessary, as determined by the Owner.

3. The contractor shall take all necessary steps to ensure adequate drainage during construction. Cost to be included in other items of work.