



Complete Bid Package

Bid No. 2017-01

**FY2017 Street Capital Improvement
Program**

Bid Due Date/Time:

January 24, 2017

By 2:00 p.m.

Submitted By: _____

NOTICE TO BIDDERS

The City of Guthrie requests Sealed Bids for: Bid No. 2017-01, FY2017 Street Capital Improvement Program

To receive or view specifications, contact:

Jessie Bryan
101 N. 2nd Street
Guthrie, OK 73044
Phone: (405) 282-0053
Email: jbryan@cityofguthrie.com

The City of Guthrie reserves the right to reject any and all bids when such rejection is in the best interests of the City of Guthrie. Bids must be submitted on the forms provided in the bid documents for response to be considered. Please submit the sealed bid to one of the following:

Mailing Address: City of Guthrie
City Clerk’s Office – ATTN: Bid Package
P.O. Box 908
Guthrie, OK 73044

Hand or Special Delivery: City of Guthrie
Attn: Jessie Bryan
101 N. 2nd Street
Guthrie, OK 73044

State on the outside bottom left-hand corner of the bid envelope the following:

Bid No.2017-01
FY2017 Street Capital Improvement Program
Do not open until January 24 at 2:00 pm

Due Date: Bids must be received on or before 2:00pm on January 24, 2017 to be considered. Bids received more than ninety-six (96) hours, excluding Saturdays, Sundays and holidays before the time set for opening of bids, as well as bids received after the time set for opening, will not be considered and will be returned unopened.

Public Opening: Sealed bids filed with the City Clerk’s office shall be publicly opened and read aloud at the time stated above and considered by the Mayor and Council in the following next available Council meeting. The opening of bids will be at the City Hall Council Chambers located at 101 N. 2nd Street, Guthrie, OK, 73044.

Evaluation/Award: All bids will be evaluated by staff. The City reserves the right to reject any and all proposals. The successful bidder will be notified in writing.

Jessie Bryan
Signature of Authorized Agent

January 3, 2017
Date

BID NO. 2017-01
FY2017 STREET CAPITAL IMPROVEMENT PROGRAM
INSTRUCTIONS TO BIDDERS

ISSUED: 1/3/2017

CLOSES: 1/24/2017

GENERAL: Total bid price shall include all taxes, delivery charges, inspection fees and any other fees and charges to be charged to the City of Guthrie for this purchase and items shall be shipped or delivered F.O.B. Guthrie, Oklahoma to the user facility. All items bid shall be new, first quality parts and fittings.

BID FORMS: Bids must be submitted on the forms provided in the bid documents for response to be considered. All proposals must contain:

1. **Signed** and completed Bid Form (page 4)
2. **Signed** and completed Non-Collusion Affidavit (page 6)
3. **Signed** and completed Indemnification Agreement (page 7)
4. **Signed** and completed Notarized Sworn Statement (page 8)
5. **Signed** and completed Vendor Registration/W9 Form (page 9)
6. Verification of Insurance
7. Vendor Background and Qualifications

The completed bid return will, upon acceptance by the City of Guthrie, become the defined contract specification.

EXCEPTIONS/VARIATIONS: Any variation from the specifications herein must be clearly indicated on the form provided and attached to the bid return. List any variation by specific items in enough detail to enable staff to make an accurate evaluation of the exception.

SUBMISSION OF BID: A cashier's check, a certified check, or a surety bond in the amount of five percent (5%) of the bid shall accompany the sealed proposal of each bidder. The deposit will be retained by the Owner as, 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 bid must be submitted in a sealed envelope for confidentiality of bid information prior to bid opening. All bids must be marked, on the outside sealed envelope, preferably in the lower left hand corner, to wit; bid number and bid title. Bidder's company name and address must appear in the upper left corner of the sealed envelope. All bids must be submitted to the City Clerk's Office, City Hall, 101 North Second Street (P.O. Box 908), Guthrie, Oklahoma 73044, prior to 2:00pm on Tuesday, January 24, 2017.

NOTICE: If bids are sent by mail, bidders are responsible for their delivery by the date and time set for receiving bids. If bids are delayed beyond the deadline because of the mail, or any other reason, the bid will not be considered.

METHOD OF AWARD: All bids will be evaluated by staff. Recommendations of award shall be based on the lowest and best responsible bidder whose bid conforms to the specifications herein and whose bid is considered to be the best value for the City of Guthrie. The City of Guthrie reserves the right to reject any or all bids, if in the best interest of the City.

PAYMENT: Payment will be made with the regular accounts-payable claims when merchandise has been satisfactorily received or the service/work has been satisfactorily performed, and an invoice along with any other required documents is submitted to the Purchasing Department. After approval, payments are mailed out the following Friday.



**BID SPECIFICATIONS/ BID RETURN SHEET
 BID NO. 2017-01 STREET CAPITAL IMPROVEMENT PROGRAM**

All roads will receive 1 inch level course along with a 2 inch overlay (b-mix asphalt) unless it is an unpaved road. Unpaved roads will receive 4 inches of b-mix asphalt. City will do all drainage/prep work prior to contractors arrival. Contractor will be responsible for final blade work on unpaved roads, cleaning, tacking, paving, and rolling.

Please be sure all items are considered but please separate the each cost. It is the responsibility of the bidder to visit the site and verify the quantities and scope of work. Please contact Tenny Maker, Street Superintendent for the City of Guthrie at 405-282-8400, for scheduling a site visit.

TOTAL BID PRICE FOR THE FY-2017 STREET PAVING PROJECT AS DESCRIBED:

Item 1	Warner, Poplar to Cypress 1085 sq. yds.	
Item 2	Cypress, Noble to Warner 514 sq. yds.	
Item 3	Cypress, Noble to Oklahoma 1460 sq. yds.	
Item 4	Cypress, Springer to Oklahoma 2788 sq. yds.	
Item 5	Bird Creek 1230 sq. yds.	
Item 6	Lynn St, Johnson Dr. to Cul-de-sac 1555 sq. yds.	
Item 7	Poplar, Alley to Cleveland 318 sq. yds.	
Item 8	Springer, Division to 1 st 1025 sq. yds.	
Item 9	2100 W Logan (UPR) 390 sq. yds.	
Item 10	2100 W Washington(UPR) 500 sq. yds.	
Item 11	Lake Road, Sooner to east end of Guthrie Lake Dam 9623 sq. yds.	
Item 12	Parking in Highland Park(UPR) 1134 sq. yds.	
Item 13	Territorial trials parking lot (UPR) 834 sq. yds.	

Alternates to be included in bid if funds allow

Alt. Item 1	E University I-35 to Hazel (UPR) 4120 sq. yds.	
Alt. Item 2	Sycamore University to Garfield (UPR) 656 sq. yds.	
Alt. Item 3	Locust N. ditch on Edmonds rd. N. to dead-end (UPR) 1944 sq. yds.	
Alt. Item 4	Edmonds W. Ditch on Locust E. to Birch(UPR) 702 sq. yds.	
Alt. Item 5	Birch Edmond to City Limit (UPR) 1271 sq. yds.	

TOTAL PROJECT: \$ _____

 Company Name

 Address

 Telephone

 Fax

 Signature of Authorized Agent

 (Print Name & Title)



CITY OF GUTHRIE, OKLAHOMA SPECIFICATIONS EXCEPTION FORM

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications. It should not be the responsibility of the City of Guthrie to ferret out information concerning the materials which you intend to furnish.

If your proposal does not meet all of our specifications you **must** so state in the space provided below:

Proposals on equipment, vehicles, supplies, service and materials not meeting specifications may be considered by the City, however, all deviations must be listed above.

If your proposal does not meet our specifications, and your exceptions are not listed above, the City of Guthrie may claim forfeiture on your proposal bond, if submitted.

Signed: _____
I DO meet specifications.

Signed: _____
I DO NOT meet specifications as listed in this proposal; exceptions are in the space provided.

*Failure to submit this form with your proposal response may result in your proposal being rejected as unresponsive.



NON-COLLUSION AFFIDAVIT OF VENDOR

This affidavit **MUST** accompany your response.

COUNTY OF _____)
S. S.
STATE OF _____)

AFFIDAVIT

I, _____, declare under oath, under penalty of perjury, That I am lawfully qualified and acting officer and/or agent of _____, and that:

1. The affiant has not been party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any official of the state or political subdivision of the State, including the City of Guthrie or Guthrie Public Works Authority, as to quantity, quality or price in the matter of the attached proposal, or any other terms of said prospective contract; or in any discussion between Proposer and any official of the State, including the City of Guthrie or Guthrie Public Works Authority, concerning the exchange of money or other thing of value for special consideration in the letting of a contract and,
2. _____, has not pled guilty to or been convicted of a felony charge for fraud, bribery or corruption involving sale of real or personal property to any state or any political subdivision of a state.
3. That no person, firm, corporation subsidiary, parent, predecessor or other entity affiliated with or related to _____ has been convicted of a fraud, bribery, or corruption relating to sale of real or personal property to any state or political subdivision of a state.

(Office or Agent)

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

(SEAL)

(Notary Public)

My Commission Expires _____



Indemnification Form

The following indemnification agreement shall be, and is hereby a provision of any contract. Failure to submit this form with your bid response shall result in your bid being rejected as unresponsive.

The successful contractor agrees to indemnify, investigate, protect, defend and save harmless the City, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

COMPANY_____

TAXPAYER IDENTIFICATION NUMBER_____

AUTHORIZED SIGNATURE_____

ADDRESS_____

TELEPHONE_____

TOLL-FREE NUMBER_____

FAX NUMBER_____

E-MAIL ADDRESS_____

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number : : :
or
Employer identification number : : :

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CONTRACT AGREEMENT

THIS CONTRACT AND AGREEMENT, made and entered into this ___ day ___ of _____, 2017, by and between the City of Guthrie, 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 plans, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents and has caused Solicitations for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and material for PAVING IMPROVEMENTS:

Bid No. 2017-01, FY2017 Street Capital Improvement Program

As outlined and set out in bidding documents and in accordance with the terms and provisions of said contract; and,

WHEREAS, Contractor, in response to said Solicitation for Bids has submitted to the Owner in the manner and at the time specified, a sealed 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 to be the lowest responsible bidder on the above described project, and has duly awarded this Contract to said Contractor, for the sum named in the proposal to-wit:

\$ _____

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. The Contractor shall, in a good and first-class, workmanlike manner, at his own cost and expense, furnish all labor, materials, tools and equipment required to perform and complete said work in strict accordance with this Contract and the following Contract Documents: Contract Documents and Bid Specifications for FY2015 Street CIP – Bid No. 2017-01, all of which documents are on file in the office of the City Clerk, City of Guthrie. 101 North 2nd Street, Guthrie, OK 73044, and are made a part of this Contract as fully as if the same were herein set out in length.

2. The Contractor shall furnish to the Owner or other appropriate person, such detailed information as he may request to aid in the preparation of the monthly estimates. The Contractor's payment requests or invoices will be submitted by the Owner, along with the regular claims, for City Council approval and payment which occurs twice each month at City Council Meetings scheduled on the first and third Tuesday of each month.

Each monthly estimate for payment shall contain or have attached an affidavit as required by Section 3109 of title 74 of the Oklahoma Statutes.

3. On completion of the work, but prior to the acceptance thereof by the Owner, it shall be the duty of the Owner 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 his final certificate to the Owner.

The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds for payment of the final estimate to the Contractor; thereupon, and following approval of the City Counsel and /or Trustees of the Authority, the final estimate (including retained amount) will be paid.

4. Liquidated damages shall be paid by the Contractor at the rate of Five Hundred Dollars (\$500.00) per each and every WORK day required by him to complete the contract in excess of the contract time.
5. The City of Guthrie **will not** consider weather days in the calculation of contract time or liquidated damages.

The sworn, notarized statement below must be signed and notarized before this Contract will become effective.

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

CONTRACTOR

(CORPORATE SEAL)

BY: _____

ATTEST:

TITLE: _____

BY: _____

Title: _____

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____, hereinafter called the Principal, and the _____ of, _____, a corporation duly organized under the laws of the State of _____, hereinafter called the Surety, as Surety, are held and firmly bound unto The City of Guthrie / Guthrie Public Works Authority, hereinafter call the Obligee, in the sum of _____ Dollars (\$_____), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal entered into a written Contract with said Obligee dated _____ for _____ all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of the City Clerk, City of Guthrie, OK 73044

WHEREAS, this bond is given in compliance with Title 61, Oklahoma Statutes 2001, Sections 1 and 113(B)(3).

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the City 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 (1) year from and after acceptance of said project by the City; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if Principal shall save and hold the City harmless 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 (1) year and at any time repairs shall be necessary that the cost of making said repairs shall be determined by the Council of the City of Guthrie, or some person or persons designated by them to ascertain the same, and if, upon thirty (30) days notice, the same 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 or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this Bond as the condition of the improvements may require.

It is further expressly agreed and understood by the parties hereto that no charge, extension of time, addition or alteration in said Contract and no deviation from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of the, from the obligations of this Bond, and the sureties do hereby waive notice of any such change, extension of time, addition or alteration to the Contract or to the work or to the specifications.

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.

WITNESS AS TO PRINCIPAL

Principal
By:_____
(President)

WITNESS AS TO SUTETY

SURETY
By:_____
(Attorney-in-fact)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____, hereinafter called the Principal, and the _____ of, _____, a corporation duly organized under the laws of the State of _____, hereinafter called the Surety, as Surety, are held and firmly bound unto The City of Guthrie / Guthrie Public Works Authority, hereinafter call the Obligee, in the sum of _____ Dollars (\$_____), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal entered into a written Contract with said Obligee dated _____ for _____ all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of the City Clerk, City of Guthrie, OK 73044

WHEREAS, this bond is given in compliance with Title 61, Oklahoma Statutes 2001, Sections 1 and 113(B)(2).

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 shall promptly pay, or cause to be paid, all labor, materials and/or repairs and all bills for labor performed on said work, whether by subcontract or otherwise; and if said Principal shall protect and save harmless said City of Guthrie from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by said Principal or his/her or its agents, servants, or employees in the construction of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or form any act or omission of said Principal or his/her or its agents, servants, or employees, and if said Principal shall protect and save the City of Guthrie 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 to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no change, extension of time, addition or alteration in said Contract and no deviation 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, and the sureties do hereby waive notice of any such change, extension of time, addition or alteration to the terms of the Contract or to the work or to the specifications.

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 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 above written.

Principal

By: _____
(President)

WITNESS AS TO PRINCIPAL

SURETY

By: _____
(Attorney-in-fact)

WITNESS AS TO SUTETY

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____, hereinafter called the Principal, and the _____ of, _____, a corporation duly organized under the laws of the State of _____, hereinafter called the Surety, as Surety, are held and firmly bound unto The City of Guthrie / Guthrie Public Works Authority, hereinafter call the Obligee, in the sum of _____ Dollars (\$_____), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal entered into a written Contract with said Obligee dated _____ for _____ all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of the City Clerk, City of Guthrie, OK 73044

WHEREAS, this bond is given in compliance with Title 61, Oklahoma Statutes 2001, Sections 1 and 113(B)(1).

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractors of said Principal who perform work in the performance of such Contract, for labor and materials and for rental or repairs to and parts for equipment used and consumed in the performance of said Contract within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no change, extension of time, addition or alteration in said Contract and no deviation from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of the, from the obligations of this Bond, and the sureties do hereby waive notice of any such change, extension of time, addition or alteration to the terms of the Contract or to the specifications.

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 attorney-in-fact, duly authorized so to do, the day and year first above written.

WITNESS AS TO PRINCIPAL

Principal
By: _____
(President)

WITNESS AS TO SURETY

SURETY
By: _____
(Attorney-in-fact)

CONTRACT CONDITIONS

A. GENERAL

This Contract is intended to, and hereby does, provide for complete in place Paving Improvements, including all necessary work and material as described.

The Contractor will be responsible for the Tack Oil, Blade Preparation (if necessary), 1 inch level course, a 2-inch or 4-inch overlay and the Compacting.

Work done without inspection or any extra or unclassified work done without prior written authority will be done at the Contractor's risk and will be considered unauthorized. Any unauthorized work may be ordered removed at the Contractor's expense.

The Owner shall have the authority to cause defective work to be remedied or removed and replaced and to deduct the cost thereof from any compensation due or to become due the Contractor.

B. SITE CONDITIONS

The Contractor shall be responsible for site visit and verification of the quantities and scope of work.

C. RESTORATION OF DISTURBED FACILITIES

When the work is completed on construction of the improvements specified, all surplus material, earth, rubbish, etc., shall be removed from the site of the work.

D. PEDESTRIANS AND TRAFFIC

The Contractor shall be responsible for maintaining access to all businesses and residences.

The Contractor shall conduct his/her work so as to interfere as little as possible with public travel whether vehicular or pedestrian; whenever it is necessary to cross, obstruct, or conduct, or temporarily close roads, driveways and walks, whether public or private. The Contractor shall at his/her own expense, provide and maintain suitable barricades, signing, lighting and/or other temporary expedients for the accommodation of public and private travel. The Contractor shall give reasonable notice to owners of private property of any restricted access that might occur as a result of the work.

All work pertaining to traffic control shall be accordance with the latest revision of "The Manual on Uniform Traffic Control Devices."

E. PROTECTION AND PRESERVATION OF PROPERTY AND LANDSCAPE

The Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. The Contractor shall furnish such watchmen, guards, fences, warning signs, lights and walkways, and shall take all other precautions as shall be necessary to prevent damage to persons or property.

When and where any direct or indirect damage or injury is done to public or the private property due to an act of omission, neglect, or misconduct in the execution of work or the non-execution thereof, on the part of the Contractor, he shall restore, at his expense, such property to a condition similar or equal to its condition before such damage or injury was done, by repairing, rebuilding, or otherwise restoring may be directed.

No trees shall be removed on the site of the work. Where trees are adjacent to the area of work, such trees and roots shall be adequately protected from permanent damage by reason of construction operations. Trimming of standing trees where required shall be as directed by the Owner. All shrubbery damaged or removed by the Contractor shall be replaced under the direction and to the satisfaction of the Owner, by and at the expense of the Contractor.

F. INSURANCE RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor shall protect, indemnify, save and hold harmless the City of Guthrie, their officers, agents, and employees from all suits, actions or claims of any kind or character brought because of bodily injuries, sickness, disease or personal injury, or damages received or sustained by any person, persons, or property on account of any operations of the Contractor, his agents, employees, his subcontractors or any others authorized by the Contractor to perform work on the project.

It is specifically agreed by and between the parties executing this Contract, that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof any third party beneficiary provisions or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

The Contractor shall carry insurance of the following kinds and amounts:

1. Contractor's Public Liability, Auto Liability and Property Damage Liability Insurance

The Contractor shall provide regular Contractor's Public Liability Insurance for a combined amount of one million (\$1,000,000) dollars of coverage for all damages arising out of bodily injury, death, and property damage for each occurrence with an aggregate limit of two million (\$2,000,000) dollars. The Contractor shall provide business auto Liability coverage for an aggregate limit of two million (\$2,000,000) dollars. The

Contractor shall provide business auto liability coverage for an aggregate limit of one million (\$1,000,000) dollars of coverage for bodily injury and property damage arising out of the operation of maintenance of any vehicle including owned, non-owned and hired vehicles, and employee non-ownership use.

2. **Insurance for Subcontractor's and Contractor's Protective Public Liability Insurance**

In the event that any of the work to be performed by the Contractor on the project is sublet or assigned, or is otherwise to be performed by anyone other than the Contractor's own employees, then the insurance specified above shall extend to cover such work.

3. **Workmen's Compensation Insurance and Employer's Liability Insurance**

The Contractor shall furnish satisfactory evidence to the Authority and the City that, with respect to the work to be performed by him on the project, he carries regular Workman's Compensation and Employers Liability Insurance covering his liability under the Workman's Compensation Law of the State of Oklahoma. The Contractor shall maintain the aforementioned insurance in full force and effect for the duration of the Contract. Should the Contractor fail or neglect to maintain the aforementioned insurance, the Authority specifically reserves the right to withhold all funds due and owing the Contractor until such time as the required insurance is in effect.

In addition to the aforementioned insurance coverage, on any project in which the Contractor shall perform any Railway-Highway work, the Contractor shall also secure the following: "Railroads' Protective Liability and Property Damage Insurance".

4. **General**

The insurance herein-before specified shall be maintained during all times when work is being carried on under the terms of the Contract and until all work required to be performed under the Contract is satisfactorily completed as evidenced by the formal acceptance by the City/ Authority.

5. **Certificates of Insurance**

Required insurance shall be documented by Certificates of Insurance which provide that the City of Guthrie shall be notified at least ten (10) days in advance of cancellation, non-renewal or adverse change. The Certificate of Insurance shall show the City of Guthrie as the named insured.

For general liability, the Contractor shall provide an indication of the amounts of claims, payments or reserves chargeable to the aggregate amount of liability coverage.

G. CONTRACTOR'S RESPONSIBILITY FOR THE WORK

The Contractor shall at all time employ sufficient labor for executing the several classes of work to full completion in the manner and time required by the Contract.

All workers shall have sufficient skill and experience to perform properly the work assigned to them.

Any person employed by the Contractor or by any subcontractor who does not perform his work in a proper and skillful manner, whose conduct is disruptive, abusive, or impedes the progress of the work shall, at the written request of the Owner, be removed forthwith by the Contractor or subcontractor and such person shall not return to the project without the approval of the Owner.

Should the Contractor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Owner may suspend the work by written notice, but time to complete the project as set forth in the Contract shall not be suspended or extended.

Until final written acceptance of the project by the Owner, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor.

H. EASEMENTS

The Contractor shall perform all work within the specified limits of right-of-way. Contractor shall be responsible for location of right-of-way limits where in question and shall if requested by owner, verify accuracy of the same.

I. ADMINISTRATIVE MATTERS

Pre-Construction Conference

Within ten (10) days after the date of approval of the Contract, a conference will be held to review initial coordination submittal, establish procedures for handling Compliance Submittal, review procedures for payment of Contractor and establish a working understanding between the parties as to their relationship during the conduct of the work. The conference shall be attended by (but not limited to):

1. Contractor and his superintendent.
2. Representative of principal subcontractors, suppliers and manufacturers, if required.
3. Owner and his representatives.
4. Representatives of utilities, if required.

J. UNIT PRICE ITEMS

If any work under a unit price item is not performed or if only a small percentage of the quantity listed is used, the Contractor shall not make any claims for not using said item or for higher unit prices because of the small percentage of quantity used.

The Contractor shall study carefully the specifications to determine the extent and scope of the work included under lump sum items in the Contract. It may be that work under some unit price items is in addition to similar work to be performed under lump sum items and paid for thereunder.

The unit price construction items will be used to pay for work not included under a lump sum item but required by the Contract.

The unit price work items ordered by the Owner during construction will be used to pay for designated work when ordered by the Owner in writing during construction.

K. PERMITS & LICENSES

All permits and licenses required under City ordinance not regulated by state or federal law will be waived or reimbursed.

This project is eligible for state sales tax exemption for tangible personal property furnished by the Contractor which will be incorporated into this project.

L. RETAINAGE

The Contractor shall be required to provide ten percent (10%) retainage on all claims for payment.

After the project is more than fifty percent completed, then the ten percent (10%) retainage may be reduced to five percent (5%). The percentage complete will be based upon work complete and not material-on-hand. The Owner reserves the right to determine as to whether the Contractor has made satisfactory progress toward completion.

M. ARRANGEMENT AND CHARGE FOR WATER FURNISHED BY THE CITY

If the Contractor desires to use City water, he shall pay any deposit established by City ordinance (if any) for such service and he shall make complete and satisfactory arrangements

with the City Utility Department for so doing. Flush meters will be used. NO CHARGE WILL BE MADE FOR WATER USED FOR THIS PROJECT; HOWEVER ANY CHARGES OR DEPOSITS FOR USE OF CITY FLUSH METERS WILL BE PAID BY THE CONTRACTOR.

N. USE OF FIRE HYDRANTS

The Contractor or his employees shall not open, turn off, interfere with, attach pipe or hose to, or connect anything with any fire hydrant, stop valve or stop cock or tap any water main belonging to the City unless duly authorized to do so by the City.

O. SUPERVISION

The City of Guthrie will not recognize any subcontractor on the project. The Contractor shall at all times when work is in progress be represented at the site of the work whether in person or by a qualified and approved superintendent who will be in direct charge of all operations.

All work shall be done under the supervision of the Street Superintendent and to his satisfaction. The Street Superintendent shall have the right to establish any sequence or priority of operations. He shall determine the amount and quality of work performed and materials furnished and his decisions and estimates shall be final, subject to budgetary restrictions.

P. SCHEDULE OF OPERATIONS

The Contractor shall submit a complete schedule of material delivery and operations to the Street Superintendent before the beginning of any work. The Street Superintendent will coordinate all operations and the Contractor hereby agrees to give his full cooperation.

**Advertised in the Guthrie News Leader
January 3 and 10, 2017**

**CITY OF GUTHRIE
BID NOTICE
BID No. 2017-01, FY2017 STREET CAPITAL IMPROVEMENT PROGRAM**

NOTICE IS HEREBY GIVEN that the City of Guthrie will receive sealed bids in the office of the City Clerk, Guthrie City Hall, 101 N. 2nd Street, Guthrie, Oklahoma 73044. Bids are for ***the 2015 Street Capital Improvement Program for the City of Guthrie, Oklahoma***. Bids will not be accepted after ***2:00p.m., Tuesday, January 24, 2017***, at which time they will be publicly opened in the City Council Chambers, Guthrie City Hall, 101 N. 2nd Street, Guthrie, Oklahoma 73044.

Please contact Jessie Bryan, Purchasing Agent, at 405-282-0053 or jbryan@cityofguthrie.com with any questions or to receive a bid specification package. Packages are also available at <http://www.cityofguthrie.com/bids.aspx>.

Bids shall be submitted in a sealed envelope plainly marked on the outside envelope as follows:

“BID NO. 2017-01, FY2017 STREET CAPITAL IMPROVEMENT PROGRAM”

The City reserves the right to waive informalities in the bids and reject any or all bids for any reason whatsoever at the sole discretion of the City. The successful bidder will be notified in writing.

The City of Guthrie/Guthrie Public Works Authority is an equal opportunity employer.