

**CITY OF TAHLEQUAH  
Solicitation to Bid**

**NOTICE TO BIDDERS**

**REQUEST FOR BIDS**

**BID PACKAGE: Tahlequah Skate Park**

City of Tahlequah hereinafter called the Owner or City, will be accepting sealed bids for the **Tahlequah Skate Park Project** located on Park Avenue in Tahlequah, OK. Received bids will be opened in the City Council Chambers at 111 S. Cherokee Avenue, Tahlequah, OK, 74464 @ **2:00 P.M. CST, on Tuesday, August 22<sup>nd</sup>, 2017.**

The bid shall be enclosed in a sealed envelope plainly marked and addressed as follows:  
The **name and address of the bidder** shall appear in the upper left-hand corner of the envelope.  
The lower left-hand corner of the envelope shall be marked: **Tahlequah Skate Park**  
The envelope shall be addressed to:

**City of Tahlequah  
Attention: Clinton Johnson  
111 S. Cherokee Avenue  
Tahlequah, OK 74464**

**A PRE-BID CONFERENCE & Site Visit will be held on Tuesday, August 8<sup>th</sup>, 2017 at 11:00 A.M.** for the Tahlequah Skate Park. The Pre-Bid Conference will be held at the job location, Park Avenue, Tahlequah, OK 74464 **ATTENDANCE WILL NOT BE MANDATORY, BUT HIGHLY RECOMMENDED.** Contractors are encouraged to bring measurement tools to take any site measurements necessary.

Beginning July 31<sup>st</sup>, 2017, bidders may request one (1) set of bid documents and design specifications at no cost. Furthermore, bid documents and design specifications can be view on the City of Tahlequah's website, [www.cityoftahlequah.com](http://www.cityoftahlequah.com).

All bids will be publicly opened, recorded, and studied for recommendations to the Owner. Bids received after the time or more than ninety-six hours, excluding Saturdays, Sundays and Holidays, before the official stated time set for the opening of bids, will not be accepted. No bids may be submitted, changed, or withdrawn after the time of the opening of the bids. All late bids will be unopened and becomes property of City of Tahlequah. It is the responsibility of the bidder to make sure their bid is received by the bid due date and time.

City of Tahlequah reserves the right to reject any or all bids or to waive any formalities or irregularities in any bid, and to accept the bid or bids which seem most advantageous to the Owner.

All questions shall be furnished in writing to:

**City of Tahlequah  
Attention: Clinton Johnson  
[cityplanner@cityoftahlequah.com](mailto:cityplanner@cityoftahlequah.com)  
111 S. Cherokee Avenue  
Tahlequah, OK 74464**

Any RFI's must be submitted in writing 48 hours prior to the bid opening.

**Scope of Services:**

Provide complete contractor services for a City of Tahlequah skate park at located on Park Avenue in Tahlequah, Ok.

The City of Tahlequah (City) is seeking proposals from professional contractor firms (Contractor), to provide all construction necessary to produce a non-supervised, reinforced concrete skate park. The City proposes to engage the consultant to facilitate and coordinate the construction of the skate park as detailed in the design provided. The facility has been designed for use by all ages and abilities to skateboard and bike. However, it will be predominately geared to the intermediate user with elements for beginners as well as the more advanced skater.

The City desires the skate park to be of the highest quality with regards to construction and seeks a Contractor with demonstrated experience in providing contractor services for public agencies. The facility will provide street-style and transitional style elements, obstacles, and terrain.

This project will consist of a custom, above-ground, concrete-slab skate park with all of the popular surface-mount obstacles and elements as best determined by the design team through the public/participant input process. The design team conducted several interviews and meetings with the skateboarding and BMX community who use the existing facility and will use the new facility.

Contractor preparing proposals should demonstrate a high level of competence in the construction of skate park projects together with a demonstrated ability to work effectively with: public agencies, utility companies, and other stakeholders. The selected Contractor should have demonstrated ability to provide high quality services on time and within budget. The City of Tahlequah requires certain minimum qualifications in insurance coverage, indemnification, and financial standing.

The Contractor will coordinate and construct the project. The Contractor will be responsible for maintaining the schedule set for the successful completion of the project. The Contractor will be completely liable and responsible for the fabrication, shipping, taxes, erection, and safety of the project.

All project costs including consultants, testing, construction, travel, overhead, and contingencies, must be within the budgeted amount.

**Including But Not Limited To:**

- 1) Contractor shall be responsible for procuring and coordination of all necessary local, state and federal, (pre, during, and post) compliance inspections, permits and fees. Contractor shall provide City with documentation of compliance at completion of work.
- 2) Work may be halted and resumed at any given time according to the City's needs.
- 3) Utility terminations shall be in accordance with the governing utility procedures and regulations. Contractor is responsible for coordination of all utility connections.
- 4) Contractor to provide all necessary materials, labor, and equipment to complete the project.

- 5) Contractor is responsible for daily clean-up and equipment storage. City is not responsible for damaged or stolen property and/or equipment.
- 6) Contractor is responsible for final clean-up including fine grading and restoring any disturbed areas with post-construction ground cover.
- 7) Contractor is responsible for all construction staking.
- 8) Contractor shall be responsible for providing and coordination of testing per special inspections. City to approve of testing agent prior to mobilization.
- 9) Temporary Dewatering as required for completion of work under this Contract.
- 10) Contractor shall include removal of all existing concrete as indicated on the design documents.
- 11) Removal and termination of all utilities back to the point of connection to the public utility or to the property line, whichever is nearer.
- 12) Contractor shall include erection and maintenance of temporary barriers/fencing before construction commences and removal after completion of work.
- 13) Contractor shall cleanup and level to grade all depressions and mounds that could cause a hazard to the public before removing construction fencing. Excavations shall be marked with caution tape at the end of each working day.
- 14) Contractor shall remove rocks that have been upturned as a result of this scope of work.
- 15) Contractor shall be responsible for erosion control in accordance with local, state, and federal requirements and codes.
- 16) Contractor shall include removal of demolition debris according to local, state, and federal requirements and codes.

**1) SUBMITTALS:**

- A. All submittals must be submitted to the Owner by the Bid Opening on August 2, 2017 @ 2:00pm.
- B. Contractor shall submit insurance certificate, bonds, schedule of values, and fully executed Contract Agreement within 10 days of award of Contract.
- C. All shop drawings, submittals, samples, as-builts, test certifications, and owners' manuals as required by the Contract Documents.
- D. Contractor to submit all "final closeout documents" & "letters of conformance" before final payment or reduction in retainage will be made.
- E. Bonds (see Contract Security/Bonds section of Bid Package) will be required. Cost of bonds to be identified on Bid Form. Contractor shall have bonding company/agent bill the Owner directly for cost of bond.

**2) CONSTRUCTION:**

- A. The Contract Documents are complementary. What is called for by any one shall be binding as if called for by all. If there is a conflict in the Contract Documents, the following order of precedence shall govern:
  1. Contract Agreement
  2. Bid Package/Contract Scope
- B. Contractor shall include all parts, components, work, and material required to provide complete, operational, and finished systems in the bid. Any minor Work not specifically

mentioned but obviously necessary and considered normal construction practice for the proper completion of the Work, shall be considered as being part of, and included in, the Contract.

- C. The Contractor shall perform all Work called for in the Contract including the furnishing of all equipment, materials, labor, tools, and supervision necessary for the performance of all things necessary for the Work. All Work shall be accomplished in a Workman-like manner with the understanding that the Owner, at its option, furnish any such labor, materials, equipment or supplies, as it deems necessary or desirable within the limits of the Contract Documents.
- D. Storage required by the Contractor shall be in areas designated by the Owner, storage of materials shall be in trailers, roll offs, or areas outside of the building areas. All materials stored on the ground must be stored on dunnage.
- E. Coordination & Phasing of work as required by Owner. Provide all coordination required for completion of this work. Coordination must be done in a timely and professional matter. Any and all costs associated with lack of coordination on the part of this Contract will be charged to this Contractor.
- F. Contractor shall include all misc. equipment required for permits, freight, receiving, unloading, and installation of the Work furnished in this Trade Contract.
- G. Contractor shall provide any and all drinking water required by Contractor's employees or Subcontractor's employees.
- H. Any temp electric, fax, & phones required by the Contractor's employees and Contractor's subcontractors shall be provided solely by the contractor.
- I. Trade Contractor shall provide protection of stored materials and finished work. Provide protection necessary to prevent damage to existing improvements, existing vegetations, trees, asphalt, utilities, fences, buildings, adjoining properties, and Owner's property. Any and all costs associated with surroundings damaged during the work of this Contract will be the responsibility of the Contractor.
- J. Contractor shall include any costs & coordination associated with permits, fees or licenses (as required by your work), and as required to provide complete, operational, & acceptable finished Work.
- K. Contractor shall include all general conditions, overhead, profit, and insurance.
- L. Contractor is responsible for receiving, offloading, inventory, storing, staging, installation, and connection of all materials or equipment furnished by the Owner that is included in the Work specified in the Contractor Specification Sections (sections identified in Contract's Scope of Work).
- M. Contractor shall conduct site operations to ensure minimum interference with daily operations, walks, and other adjacent occupied or used facilities. Do not close or obstruct roads, walks, or other areas of work unless approved by Owner.

**3) PROJECT SCHEDULE:**

- A. The Contractor shall schedule their forces for a minimum forty (40) hour work week. Should the updated schedule show the Contractor to be behind schedule, the Contractor shall devise a plan for recovery of lost time within 96 hours and submit to the Owner's said plan. Once the Owner approves the plan, the Contractor shall institute it immediately. The

Contractor shall bare all costs and expenses related to recovery from the Contractor's delay including costs to other Contractors on the project site.

B. Contractor shall include all overtime as required to comply with the Project Schedule.

**4) TAXES:**

A. A tax exempt form will be given to successful low bidder.

**5) PROJECT CLOSEOUT:**

A. The Owner reserves the right to take possession and use any completed or partially completed portion of the project, providing it does not interfere with the Contractor's Work. Possession or use of the project shall not be considered final acceptance, nor shall such occupancy relieve the Contractor or Subcontractors of liability to perform any Work that has not been completed at the time of occupancy.

B. Contractor to submit all "final closeout documents" & "letters of conformance" before final payment or reduction in retainage will be made.

**6) WEATHER:**

A. Weather delays shall be as defined by contract documents

**7) DAMAGES:**

A. If the Contractor refuses, neglects, or fails to complete the Work within the time stated at each Phase in the Contract Schedule, then the Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner, not as a penalty but as liquidated damages, the sum of five hundred dollars (\$500.00) for each calendar day that the Contractor is in default after the time stipulated in the Contract Schedule for completing the Work of each Phase until the Work is substantially complete. The Owner may withhold from payments due the Contractor, such amounts as may be assessed as liquidated damages. Upon Substantial and Final Completion of the Work, the Owner may adjust the Contract Sum by the amount of the assessed liquidated damages.

**8) CHANGES:**

A. Contractor's markup, overhead, and profit on change orders are not to exceed ten percent (10%) combined.

- B. Subcontractor must submit any changes in cost to adjust the Contract amount by use of written Change Order. The Owner will not accept any adjustments from the Contractor, except for those submitted as a written Change Order Request with a cost breakdown.
- C. Contractor to adhere to all Owner accounting requirements.

**9) CONTRACT SECURITY/BONDS:**

- A. Contractor shall furnish the following surety bonds, (with sufficient sureties to be approved by the Owner), when the contract is awarded:
  - 1. Performance Bond - 100% of Contract
  - 2. Statutory Bond - 100% of Contract
  - 3. Guarantee/Warranty Bonds - 100% of Contract
- B. If required - Warranty Bonds shall guarantee against and shall remedy any defect due to faulty materials or workmanship and shall pay for any damages to other work resulting there from, which may appear from within a period of one year from the date of completion as evidence by the date of the final acceptance of the project.

**10) BID SECURITY TO BE FURNISHED BY EACH BIDDER WITH THEIR BID:**

- A. Bids for contracts over \$50,000.00, must be accompanied by a certified or cashier's check or a bid bond in an amount equal to five (5%) of the total amount of the bid as guarantee that, if awarded the contract, the bidder will execute the contract and furnish bonds and insurance as required in the General and Supplemental conditions. The successful bidder's check or bid bond will be retained until he has entered into a satisfactory contract and has furnished bonds and insurance. The Owner reserves the right to hold the bid security of the three lowest bidders until the successful bidder has entered into a contract and has furnished the required bonds and insurance.
- B. No bid security is required if bid is \$50,000.00 or less. Should the successful bidder fail to enter into a contract and furnish the required bonds and insurance within twenty (20) days after the contract has been awarded, then the successful bidder shall forfeit to the Owner the cost of republication of notice to bidders, all actual expenses incurred by reason of bidder's default and the difference between the low bid of the bidder to whom the contract is subsequently awarded.
- C. The amount of said forfeiture shall not exceed the total amount deposited as security and shall be forfeited to the Owner as liquidated damages and not as penalty. Negligence on the part of Bidder in preparing or submitting the bid confers no right for the withdrawal of the bid after it has been opened and shall not constitute a defense to or excuse from the requirements of this provision.

**11) PAYMENT:**

- A. Contractor shall submit for payment by the 5<sup>th</sup> of each month. Owner shall have 45 days to pay said invoice pursuant to Oklahoma State Law.
- B. Contractor shall submit all first tier sub pay applications with their pay applications to the owner
- C. Contractor shall submit a schedule of values and Owner will approve the schedule of values before the first billing by Trade Contractor.
- D. Trade Contractor shall submit a Request for Payment on AIA forms.
- E. As-built drawings & owner's manuals are to be a line item on the schedule of values.
- F. The Owner will hold five percent (5%) retainage throughout the Project. Upon completion of the Work provided by the Contractor, the Work will be reviewed by the Owner for conformance with the Contract Documents. Once accepted by the Owner the Contractor may submit a pay requisition for release for retainage.
- G. Contractor shall submit statement that the Work provided by the Contractor is complete.
- H. Contractor shall submit all as-built drawings, owner's manuals, and extra materials before submitting final payment.

**12) DEFINITIONS:**

- A. The term "Owner" shall mean City of Tahlequah and/or the person or entity identified as such and is referred to throughout the Contract Documents as if singular in number.
- B. The term "Contractor" shall mean the person, persons, partnership, company, firm, or corporation entering into the Contract for the performance of the Work required by it, and the legal representative of said party, or agent appointed to act for said party in the performance of the Work.
- C. The term "Contract" shall mean collectively, the Agreement, Bid Package, General Conditions, Special Conditions, Supplementary Conditions, Specifications, Drawings, and the Addenda issued prior to execution of the Agreement, or other documents listed in the Agreement and modifications issued after execution of the Agreement.
- D. The term "Subcontractor" shall mean a person or entity that has a direct Contract or an assigned Contract with a Contractor to perform any of the Work at the site. The term Subcontractor means a Subcontractor or a Subcontractor's authorized representative.
- E. The term "Work" shall mean the entire completed construction of the various separately identifiable parts thereof required to be furnished under the Contract Documents.
- F. The term "Change Order" shall refer to the only document that can change the requirements of the Contract. Verbal instructions, notes, memos, RFI responses, and other communication not in the form of a change order, cannot change the Contract.
- G. The term "Substantial Completion" is the stage in the progress of the work or designated portion thereof that is sufficiently complete in accordance with the Contract Documents so the Owner can utilize the Work for its intended use.
- H. The term "Nonconforming Work" shall mean portions of the Work that do not comply with the Contract Documents and reference standards.
- I. The term "As Required" shall mean Work or an item of work that shall be executed/completed by the Trade Contractor as directed by the Owner, Architect, Engineer,

Authorities having Jurisdiction, and/or work that is required by the Contract Documents to provide complete, operational, and finished Work.

- J. The term “Complete” shall mean all Work included in the Contract Documents, and/or to provide Work finished and ready for fully loaded operation.
- K. The term “Provide” shall mean furnishing materials, installing materials, and any other Work required to furnish complete and finished systems as described.



# BID FORM

(Include Attachments A, B, and C along with this bid form and your bid bond in your sealed envelope)

## Tahlequah Skate Park: Base Bid

Base Bid (including bond premium if over \$50,000).....\$ \_\_\_\_\_

The sums shall be expressed in both words and figures, and in case of a discrepancy between the two, the written amount shall govern.

\_\_\_\_\_ **Dollars**

Calendar days to complete project \_\_\_\_\_

**The owner reserves the right to reject any or all bids or to waive any formalities or irregularities in any bid, and to accept the bid or bids which seem most advantageous to the Owner.**

In the event a Contract is awarded to the successful Bidder, it shall be executed within ten (10) days. The Bidder shall return with his executed Contract all Performance Payment Bonds, Statutory Bonds, Warranty Bonds and Insurance Provisions as required by the Supplementary Conditions and the Trade Contract's scope of work.

If the successful Bidder fails or refuses to enter into a Contract as required by the Owner or fails to provide the required bonds and insurance to the Owner, within the time limited, said Bidder shall forfeit to the Owner the difference between the low bid of said defaulting bidder and the amount of the bid of the Bidder to whom the Contract is subsequently awarded and the cost, if any, of republication of notice to bidders and all actual expense incurred by reason Bidder's default. The amount of said forfeiture shall not exceed the total amount deposited as security and shall be forfeited to the Owner as liquidated damages and not as a penalty. Negligence on the part of Bidder in preparing or submitting the bid confers no right for the withdrawal of the bid after it has been opened and shall not constitute a defense to or excuse from the requirements of this Provision.

**BIDDER ACKNOWLEDGES ADDENDUMS \_\_\_\_\_ thru \_\_\_\_\_**

**BIDDER ACKNOWLEDGES ATTACHMENTS "A" THRU "C" \_\_\_\_\_**

**Attachments:**

Attachment "A" - The Affidavit of Non-Discrimination & Non-Segregation

Attachment "B" - List of Drawings/Specifications

Attachment "C" - Competitive Bid and Contract Affidavit

Respectfully Submitted by,

\_\_\_\_\_  
Bidding Firm

\_\_\_\_\_  
Corporation, Partnership, etc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

Affix Seal

(If Corporation)

CONTRACT ATTACHMENT "A"

**Affidavit of Nondiscrimination, Non-segregated Facilities**

**Anti-collusion and Business Relationships (to be submitted with bid)**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned of lawful age, being first duly sworn upon oath, deposes and states that I am the duly authorized agent of the bidder submitting the attached bid and am authorized by said Bidder to execute the within affidavit.

I further swear that if said Bidder is successful on this project, it will not discriminate against anyone in employment or employment practice because of race, color, religion, sex or national origin. The undersigned further states that said Bidder will comply with all federal and state laws and execute orders concerning the subject of nondiscrimination.

The undersigned further states that said Bidder does not and will not maintain or provide for its employees any segregated facilities as defined in the instructions to perform their services at any location under its control, where segregated facilities are maintained. The Bidder further agrees that a violation of this certification is a breach of the equal opportunity clause of this bid and any contract awarded pursuant thereto. Said Bidder further agrees that (except where it has obtained identical certification from proposed subcontractors for specific time periods), it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding Ten Thousand (\$10,000.00) which are not exempt from the provisions of the equal opportunity laws, and that said Bidder will retain such certifications in its files.

The undersigned further states that said 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 building; or with any state official or employees as to quantity, quality or price in discussions between Bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract; and the Bidder/Contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma (or any other entity) any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this bid.

The undersigned further states that any partnerships, joint ventures, or other business relationships that are now in effect, or existed within one (1) year prior to this statement, with the Architect, Engineer or other party to this project; or any such business relationships between any officer or director of the Bidder and any officer or director of the Architectural Engineering firm or other party to the project are described as follows:

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

NAME OF BIDDER: \_\_\_\_\_

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

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

My Commission Expires: \_\_\_\_\_

Notary Public

CONTRACT ATTACHMENT "B"

**Contract Drawing/Specification Package (to be submitted with bid)**

I hereby attest by my signature that I have read and understand the drawings, as listed below, for their intended use. I also understand that they may be jobsite specific amended or modified at any time at the discretion of the Owner, but not without prior written notification to the Contractor.

**Specifications:**

**Drawing Number**      **Description** \_\_\_\_\_

**OTHER:**

NAME OF BIDDER: \_\_\_\_\_

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

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

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

CONTRACT ATTACHMENT "C"

**Competitive Bid and Contract Affidavit (to be submitted with bid)**

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

A. For purposes of competitive bids, I certify:

1. I am the duly authorized agent of \_\_\_\_\_, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party;

a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,

b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

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 State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

\_\_\_\_\_  
Signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires: \_\_\_\_\_

NOTE: Each Competitive Bid submitted to a County, School District or Municipality must be accompanied with the above Affidavit as required by 74 O.S. 1976 85.24.

## **GENERAL CONDITIONS**

1. The term Owner and/or contracting Authority as used in the following specifications and the contract documents shall be construed to mean City of Tahlequah.
2. The contractor to whom this work is awarded will be required to furnish a Warranty Bond, a Performance Payment, and Statutory Bond each in the principal sum of the contract. These bonds are to be payable to "City of Tahlequah" and shall be executed on forms adopted by the owner which are a part of the contract documents. The Surety Company executing these bonds shall be one that is authorized to do business in the State of Oklahoma and shall be subject to approval of the contracting authority. All costs of such bonds are to be included in the bid.

3. **PAYMENT AND COMPLETION**

Prior to final payment, the Contractor shall provide an Affidavit of Completion duly executed on forms adopted by the Owner, and in accordance with paragraph 22, Instruction to Bidders.

4. **INSURANCE**

The contractor shall not commence any work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been approved.

A. "The contractor shall procure and shall maintain during the life of this contract, Public Liability Insurance, Property Damage Insurance, and Vehicle Liability Insurance, in the amounts of not less than \$100,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount of not less than \$500,000 on account of each accident, and contractor's Property Damage Insurance of not less than \$100,000. Workman's Compensation limits of liability shall be as established by statute."

B. Certificates of all insurance coverage as required above shall be filed with the Owner. The Contractor shall name the Owner as additional assured under said Public Liability Insurance as specified in Paragraph A above. This insurance shall protect the Owner from claims arising from operations under this contract.

5. **PLANS AND SPECIFICATIONS**

A. No responsibility, either directly or implied, is to be assumed by the Owner for omissions or duplications by the contractor or his subcontractors, due to real or alleged error in arrangement of the matter in these contract documents. Drawings when included are intended to cooperate with the form a part of the specifications and the accompanying contract. Where no figure or memoranda are given on the drawings, they are to be accurately followed according to their scale, but figures or memoranda are to be followed in preference to scale.

B. The specifications and drawings are intended to be in agreement, each with the other, and to be mutually explanatory. However, they are also intended to be complementary and any work or material called for by either shall be performed and/or furnished as if called for by both.

C. Should any error occur, either in the various instruments furnished or in the work done by subcontractors affecting work included in this specification, it shall be the duty of the contractor to notify the Owner.

D. Should a bidder find discrepancies in or omissions from the drawings or documents, or should the bidder be in doubt as to their meaning, the bidder should at once notify the Owner, who will send written instructions to all bidders. The Owner will not be responsible for any oral instructions.

E. Before submitting a Proposal, bidders should carefully examine the drawings, specifications, existing conditions at the site and any other limitations, and shall include In the Proposal a sum to cover the cost of all items included in the contract.

6. MEASUREMENTS

Before ordering any material or doing any work, the contractor shall verify all measurements and quantities of material at the project and shall be responsible for the correctness of same. No extra charge or compensation shall be allowed on account of difference between actual quantities and/or dimensions and the measurements indicated on the drawings; any difference which may be found shall be submitted to the Owner for consideration before proceeding with the work. Actual quantities of materials required are the responsibility of the contractor.

7. COMPLIANCE WITH OKLAHOMA STATUTES FOR DOING BUSINESS IN STATE

A non-resident contractor doing business in the State of Oklahoma shall register with the Oklahoma Tax Commission and the Oklahoma Employment Commission, the State Industrial Court and the County Assessor of each county in which contract work will be performed. This must be done prior to commencing work under any contract.

8. BUY IN OKLAHOMA AND U.S.A.

It is the policy of the State of Oklahoma, as expressed by the Legislature in Title 61, Oklahoma Statutes, Sections 9 and 10, to "Buy in Oklahoma" which means preference shall be given to Oklahoma labor, equipment, materials, and products produced and/or manufactured in Oklahoma, when quality and quantity are available and the price thereof is equal to or less than that of such labor, materials, and products available from other sources. Also, preference shall be given to materials and equipment produced and /or manufactured in the United States of America. Foreign made items shall not be incorporated in the finished work unless approval thereof is obtained from the Owner.

9. The Contractor shall comply with all pertinent federal laws, regulations, and executive orders, as well as state laws, pertaining to employment practices as delineated in his bid certificate on this subject.

10. SCHEDULING OF DELIVERY OF MATERIAL

All vehicles delivering hauling material to and from the job site shall be so scheduled to attempt to reduce interference with peak hour vehicular traffic.

11. INTERRUPTION OF UTILITIES SERVICES

Any interruption of utilities services must be scheduled with and approved by the Owner and occupants of the building.

12. ACCESS FOR FIRE FIGHTING

A. Access for use of firefighting apparatus shall be provided to the immediate job site at the start of construction and maintained until the construction is complete.

B. Free access from the street to fire hydrants and to ousted connections for standpipes, sprinklers, or other fire extinguishers equipment, whether permanent or temporary, shall be provided and maintained at all times. No material or construction shall be placed within 10 feet of such hydrants or connections, nor between it and the center line of the street.

C. During construction, free access to permanent, temporary, or portable first aid fire equipment shall be maintained at all times.

D. Arrangements shall be made so that firemen will have a free access to the premises when called to a fire.

13. BURNING OF DEBRIS

There shall be no burning of trash, debris, etc. permitted at any time on the construction site.

14. MANUFACTURER'S INSTRUCTIONS

A. Install all manufactured items in strict accordance with the manufacturer's instructions and recommendations. Provide accessories and incidentals recommended by the manufacturer for proper installation.

B. Furnish the Owner where applicable three complete sets of operating instructions and demonstrate to the Owner the procedures for proper operation and functioning of all equipment.

15. TAXES

All sales taxes and any other municipal, state and federal taxes applicable to this work shall be paid by the Contractor. An exemption may be obtained from state and municipal sales tax on purchases of tangible personal property which is incorporated into and becomes a part of the project and where title thereto passes directly from the vendor to the Owner. If a Contractor desires to endeavor to take advantage of this sales tax relief, the Owner will designate the Contractor as an agent of the Owner for the purpose of purchasing tangible personal property. This agency will be created for the sole and exclusive purpose of avoiding sales tax and will contain a provision stating that it is so limited and that the Owner is not responsible to the vendor or any other person dealing with the designated agent for the



payment of the purchase price. Furthermore, said agency shall not be deemed to apply to minor isolated sales, purchases of small or random items, or to property used only incidentally in connection with the project.

16. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (OSHA)

The contractor shall comply with the latest edition and revision of the Federal Occupational Safety and Health Act of 1970 for construction.

17. GUARANTEE - WARRANTY

The Contractor does hereby warrant and/or guarantee against defects in all workmanship and materials performed or furnished by him directly or by his subcontractors for a period of one (1) year from the date of completion, as evidenced by the date of the Final Certificate or final acceptance of the project. Said warranty and/or guarantee shall be in the form of a good and sufficient bond in a sum equal to the contract price.

18. Property Damage Insurance as referred to under the General Conditions, paragraph 4, page 1 of 5, shall also protect the Owner against any or all damage to adjacent structures caused by work performed under this contract. Loss, if any, to be payable to the Owner and the Contractor for this work as their interests may appear. Certificates of all insurance as required herein shall be filled with the Owner and shall be subject to the Owner's approval for adequacy of protection.

19. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

The contractor to whom this work is awarded will be required to furnish a Performance Payment Bond and Statutory Bond each in the principal sum of the contract. These bonds to be payable to "City of Tahlequah", and shall be executed on forms adopted by the Owner which are a part of the contract documents. The surety company executing these bonds shall be one that is authorized to do business in the State of Oklahoma and shall be subject to the approval of the Owner.

20. STREETS

In areas where streets are closed, one-half of street shall be open to traffic except as approved by Police Chief. Provide barricades and flasher type warning signs at all traffic lane closings.

21. BARRICADES AND WARNING SIGNS

The contractor shall provide, erect, and maintain necessary barricades, suitable and sufficient lights, signals and other control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Suitable warning signs shall be provided to properly control and direct traffic.

22. SUB-CONTRACTS

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner.

**AFFIDAVIT OF COMPLETION**

STATE OF OKLAHOMA

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, of lawful age, being first duly sworn,  
upon his oath, deposes and says:

That he is the \_\_\_\_\_ of the \_\_\_\_\_,  
a corporation organized and existing under the laws of the State of \_\_\_\_\_; that he  
makes this Affidavit for and on behalf of said Corporation; and, that he has authority from the  
corporation to make this Affidavit.

That the corporation named herein is the same corporation that entered into an agreement  
with City of Tahlequah on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to

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

That the said corporation has completed the work set forth in said agreement; and that in  
accordance with the General Conditions of said Agreement, affiant further says under oath that  
there are no existing claims, judgments, or liens outstanding for labor and/or materials furnished  
under said agreement and that all persons, firms, or corporations who have performed work or  
furnished materials under this agreement have been fully paid. Further affiant sayeth not.

\_\_\_\_\_  
Affiant

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

\_\_\_\_\_  
My commission expires:

(SEAL)

**CERTIFICATE OF APPROVAL**

The \_\_\_\_\_, Surety Company hereby certifies through its constituted Attorney-in-Fact, \_\_\_\_\_, that it has seen the attached Affidavit of \_\_\_\_\_, a corporation, sworn to on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, stating that there were no existing claims, judgments, or liens outstanding against said corporation for labor and/or materials furnished under its agreement with City of Tahlequah and that all persons, firms, or corporations who have performed work or furnished materials under said agreement have been fully paid; and furthermore, approved and becomes legally bound to said Owner under the terms of its surety bond agreement with City of Tahlequah, by virtue of the execution of said Affidavit without qualification, condition, or exception.

Further, it consents that said City of Tahlequah, shall make its final payment under the above mentioned agreement to said corporation upon the showing of such Affidavit.

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Attorney-in-Fact

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(SEAL)