

***Technical Specifications
and Contract Documents
for***

PROJECT NUMBER: C4DR01

***GLENWOOD/RAILROAD
DRAINAGE CHANNEL***

City of Stillwater
Stillwater, Oklahoma

CITY ENGINEER:
David Cross, P.E.

PROJECT MANAGER
Joseph Paden

April 2004

CITY OF STILLWATER

NOTICE TO BIDDERS

Notice is hereby given that the City of Stillwater will receive and open sealed bids for the construction of:

PROJECT NUMBER C4DR01

***Glenwood/Railroad
Drainage Channel***

in the Office of the Deputy City Clerk at 723 South Lewis Street, Stillwater, Oklahoma 74076, until **3:00 p.m. on Monday April 26, 2004**. Sealed Bids can also be mailed to the Office of the Deputy City Clerk at Post Office Box 1449, Stillwater, Oklahoma 74076, as long as they are received by the date and time referenced above. Bids shall be opened at the above stated time for receipt of bids or as soon thereafter as practicable.

Bids shall be made in accordance with this Notice to Bidders and the Bidding Documents which are on file and available for examination and may be obtained from the Office of the City Engineer. The Bidding Documents are incorporated herein by reference.

All bids timely received shall be considered by the City of Stillwater prior to a Contract being awarded. 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 of bids, will not be considered and will be returned unopened. The bidder shall honor the quoted prices for a period of 60 days from the time of the bids are opened.

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

Bid Security in the form of a cashier's check, a certified check, or a surety bond in the amount of five percent (5%) of the base bid shall accompany the sealed proposal of each bidder. Bid Securities will be returned to the unsuccessful bidders.

The bidder shall only use the City of Stillwater's Bid Form and affidavits or photocopies thereof. All forms must be signed and all affidavits sworn to and notarized. All bids shall be typewritten or in ink. Bidder shall file the bid in a sealed envelope. Each envelope shall bear a legible notation thereon that it is a bid upon the project proposed and the name of the bidder.

The successful bidder shall deliver the executed contract and bonds together with the certificates of insurance, all as required in the Bidding Documents, to the City no later than seven (7) calendar days following the City's notification of its intent to

award Contract, unless that time is extended by the City Engineer.

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

The Contract will be awarded to the bidder with the lowest responsive base bid.

Pre-Bid Conference: A pre-bid conference will be held at **2:00 p.m. on Monday, April 12, 2004** in room 2073 of City Hall, located at 723 S. Lewis, Stillwater, Oklahoma 74076

(SEAL)

Deputy City Clerk

CITY OF STILLWATER
GENERAL CONDITIONS

These General Conditions are included in and are a part of the Bidding Documents for this project:

PROJECT NUMBER C4DR01

*Glenwood/Railroad
Drainage Channel*

ARTICLE 1 - GENERAL

1.1 BIDDING & CONTRACT DOCUMENTS; DEFINITIONS

1.1.1 The Bidding Documents consist of the Bid Documents and the Contract Documents. The Bid Documents consist of: Notice to Bidders; Instructions to Bidders; List of Documents Required for this Bid; Signature Requirements for Bidding Documents; Bid Package Cover Sheet; Bid Form including Bid Form with Alternates and/or Detailed or Unit Price Bid Form, if included in the documents; Anticollusion Affidavit; Business Relationship Affidavit; any other documents listed in the List of Documents Required for this Bid; and any Addenda issued prior to the Bid Date. The Contract Documents consist of: Contract; Performance Bond; Statutory Bond; Maintenance Bond; Certificate of Nondiscrimination; Special Provisions; Special Provisions - Technical; Drawings; Plans; Specifications; other documents provided in the Contract Documents or required to be submitted with the Contract; and all Addenda issued prior to the Bid Date. Any Amendments and/or Change Orders issued after the award of Contract shall be a part of the Contract Documents upon their approval by the City.

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

1.1.3 A "Bid" is a complete and properly signed proposal to do the Work for the sums stated therein, submitted in accordance with the Bidding Documents. A submission shall not be considered a Bid if it is untimely.

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

1.1.5 "Completed" shall mean that the Work shall have been constructed in accordance with the plans and specifications and other Contract Documents and is fully completed, the final inspection(s) have been made, and any corrections made to the satisfaction of the City Engineer.

1.1.6 "Acceptance" shall mean the formal recorded acceptance of the project by the City of Stillwater.

1.2 CONFIDENTIALITY

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

1.3 SALES TAX

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

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

1.4 NONDISCRIMINATION

1.4.1 Neither the Contractor nor any subcontractors employed on this project may discriminate against any employee or applicant for employment because of race, religion, creed, sex, color, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act. A Certification of Nondiscrimination must be properly signed and submitted with the Contract. The requirements of the Certificate must be included in any subcontracts connected with the performance of the Contract. The Contract may be canceled by the City for noncompliance with the provisions of the Certificate and the Contractor may be declared to be ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Contractor and/or any subcontractors.

1.4.2 Copies of the "Notice of Equal Employment Opportunity" poster issued by the City Clerk will be given to the Contractor at the Pre-Work Conference. The poster must be exhibited in a central and public location at the place of business by the Contractor and each subcontractor while the Contractor and any subcontractors are performing work on the project.

1.5 INSPECTION:

1.5.1 The City Engineer and his representatives shall at all times have access to the work. Contractor will provide proper and safe access for inspection. The City may maintain inspectors on the job site for the purpose of inspecting materials, workmanship and conditions of work and equipment. Contractor shall notify the City Inspector twenty-four (24) hours prior to pouring concrete and at any other times required in the Special

Provisions. Contractor shall notify the City Inspector twenty-four (24) hours prior to performing work relating to exposing, supporting, adjusting, connecting or relocating any City owned or operated utility.

1.5.2 In addition to the above inspections, the Contractor shall provide proper and safe access for all inspections required by City Ordinances and Technical Codes and any other inspections required by Federal or State laws or regulations.

1.6 PAYMENT AND RETAINAGE:

1.6.1 Partial payments shall be made based on the work completed. Up to ten percent (10%) of the partial payments shall be held as retainage. At the time the Contractor has completed in excess of fifty percent (50%) of the total Contract amount, the retainage may be reduced to five percent (5%) of the amount earned to date if the City Engineer determines that satisfactory progress is being made.

1.6.2 Applications for payment shall be made upon the forms provided by the City or photocopies thereof and such forms must be properly completed, signed and notarized. Applications for payments shall have attached thereto the Contractor's invoice and other supporting detail.

1.7 CLOSING A STREET:

1.7.1 Streets or lanes of streets in the construction zone may be closed only upon the prior approval of the City Engineer or his designee. Requests for closure should be made in writing at least seventy-two (72) hours in advance of the closing. Notification by Fax at (405) 742-8324 is preferred. Requests shall be accompanied by a traffic control plan that is in compliance with the Manual on Uniform Traffic Control Devices.

1.7.2 The City Engineer or his designee shall first approve all detour routes while streets are closed during construction. The Contractor must sign and maintain all detour routes and the signs and devices must be in conformance with the requirements of the "Manual on Uniform Traffic Devices."

1.8 BARRICADES AND WARNING SIGNS:

1.8.1 Where work is carried on in, or adjacent to, any street, alley or public place, the Contractor shall, at his own expense, furnish, erect and maintain such barricades, fences, lights, warning signs and danger signals and shall provide such watchmen and take such other precautionary measures for the protection of persons or property and of the work as may be necessary. In addition, a sufficient number of barricades shall be erected to keep pedestrians and vehicles from entering on or into any work zone(s). From sunset to sunrise, the Contractor shall furnish and maintain at least one light on each barricade. All devices shall be in conformance with the "Manual on Uniform Traffic Devices." The Contractor shall provide an "after hours" phone number to the City's Emergency Operations Center and to the Engineering Division to be used for

notification to the Contractor of the need to repair signs, barricades or other warning or control devices. Failure to comply with these requirements may result in the issuance of a Stop Work Order to remain in effect until the deficiencies are corrected. The issuance of a Stop Work Order shall not act to defer or suspend the counting of the calendar days for the project.

1.9 FINAL CLEANING UP

1.9.1 Upon completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site of the work surplus and discarded materials, temporary structures, barricades and other warning devices, stumps and portions of trees and debris of any kind. The Contractor shall leave the site or the work in a neat and orderly condition. Waste materials removed from the site of the work shall be disposed of at locations satisfactory to the City Engineer and which are in compliance with Federal, State and City requirements.

1.10 INDEMNIFICATION:

1.10.1 The Contractor agrees to release, defend, indemnify and save harmless the City of Stillwater and any participating public trust, their officers, agents and employees, from and against any and all loss of or damage to property or injuries to, or the death of, any person or persons. The Contractor shall defend, indemnify and save harmless the City of Stillwater and any participating public trust and their officers, agents, and employees from and against all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from, or arising out of, directly or indirectly, the Contractor's acts, omissions or operations under or in connection with the project or Contract, or the Contractor's use and occupancy of any portion of the project site, including, without limitation, acts, operations and/or omissions of Contractor's officers, employees, representatives, suppliers, invitees, contractors, subcontractors or agents. Provided, however, Contractor need not release, defend, indemnify or save harmless the City of Stillwater and any participating public trust or their officers, agents and employees from damages or injuries resulting from the negligence of their respective officers, agents or employees. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under this Contract.

1.11 TIME OF COMPLETION

1.11.1 Work on this project shall commence within ten (10) calendar days from the date on which the notice to proceed is issued and **completed within 60 calendar days**.

1.11.2 The Contractor shall be entitled to an extension in time only when: a) The claim for such extension is submitted to the City Engineer in writing by the Contractor within seven (7) days from and after the time when the alleged cause of delay shall occur; and b) Then only when such claim is approved by the City Engineer and the governing body

of the contracting public entity. In adjusting the time for completion of the project, all strikes, lockouts, unusual delays in transportation or any condition over which the Contractor has no control unless and except delays by a subcontractor deemed to be within the control of the Contractor and any suspensions of activities ordered by the City Engineer for causes not the fault of the Contractor shall be excluded from the computation of the Contract time for the completion of the work.

1.11.3 If the satisfactory execution and completion of the Contract should require work or materials in greater significant amount or quantities than those set forth in the Contract, then the Contract time may be increased by the City Engineer. No allowance shall be made for delays or suspensions of the prosecution of the work due to the fault of the Contractor.

1.12 CONSTRUCTION STAKES AND SURVEY

1.12.1 The City Engineer shall furnish the Contractor with permanent horizontal and vertical alignment points for field control throughout the Project limits. Permanent benchmarks shall be provided within two hundred (200) feet of the beginning and end of the Work. All other horizontal or vertical controls not specifically noted, but required for proper completion of the Work, shall be provided by the Contractor. The Contractor shall furnish staking unless otherwise provided in the Special Provisions.

1.12.2 Construction staking shall consist of furnishing, placing and maintaining construction stakes or marks as necessary to establish lines and grades required for completion of the Work.

1.12.3 Field control shall be provided by the City Engineer prior to the Work commencing. The Contractor shall exercise care in the preservation of previously placed stakes and bench marks and shall have them reset at the Contractor's expense when damaged, lost, displaced or removed. Horizontal and vertical control shall be set by the City Engineer.

1.12.4 The Contractor shall use personnel and equipment suitable for all construction staking required. The Contractor shall provide all necessary stakes such as: offset, reference point, slope, pavement, curb line and grading stakes. Stakes for drainage facilities, gutter line, culverts, and other structures shall be provided to ensure correct layout of the Work. Stakes for line and grade shall be adequate to maintain the required tolerances for the Work. The station number and distance from the centerline of construction shall be marked on all grade stakes.

1.12.5 The Contractor shall, upon request by the City Engineer, provide daily survey notes and cut sheets to assist the City Engineer in checking correctness of the construction staking. When significant errors occur, the Contractor shall re-survey to the satisfaction of the City Engineer. The Contractor shall provide, at the Contractor's expense, proper and safe access for checking the construction staking. Any inspection or verification by the City Engineer shall not relieve the Contractor of responsibility for

the correctness of the total Work to be performed.

1.12.6 The Contractor shall notify the City Engineer when plan errors require deviations from the specified elevations or horizontal locations.

1.13 EXISTING UTILITIES:

1.13.1 Existing utilities are shown on the plans in accordance to the best available information. These utilities are shown in the approximate location where evidence of their existence was available, either from field observation or from information provided by the utility companies. The Contractor is responsible for field verifying utilities for location, depth, size, pressure, and material. If any utility, whether correctly charted, incorrectly charted, or uncharted, is damaged during construction, the contractor shall immediately contact the City and the utility company. The line(s) shall then be repaired to the satisfaction of the City and the utility company at no additional cost to the contract.

1.14 PROTECTION OF EXISTING STRUCTURES AND UTILITIES:

1.14.1 The Contractor shall provide all necessary sheeting, shoring, and other bracing and supports to protect improvements adjacent to the construction. This work shall be considered incidental to construction and shall be included in the unit price for other items.

1.15 SUBLETTING OF WORK:

1.15.1 The Contractor shall not employ any subcontractor on work without prior written approval of the City Engineer.

1.15.2 The Contractor shall retain under his direct supervision more than fifty percent (50%) of the total contracted work and shall not sublet more than forty percent (40%) of the work to any subcontractor with the aggregate total subcontracted to be less than fifty percent (50%) of the total contract price.

1.15.3 The City will not recognize any subcontractor on the work. The Contractor shall be represented, either in person, by a qualified superintendent, or other qualified designated representative, at all times when work is in operation. If the Contractor sublets any part of the work to be done under the contract, he will not, under any circumstances, be relieved of his responsibility and obligations. All transactions of the Engineer shall be with the Contractor. Subcontractors will be considered only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competency.

1.16 INCIDENTAL WORK:

1.16.1 Any item not shown on the plans and contract documents in which a specific Pay

Item is not given shall be considered as incidental construction for which the Contractor is responsible, but shall not receive additional payment.

1.17 CORRECTION OF WORK AFTER FINAL PAYMENT:

1.17.1 Neither the final certificate nor payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting there from, which shall appear within a period of one (1) year from the date of substantial completion. The City shall give notice of observed defects with reasonable promptness.

1.18 QUANTITIES:

1.18.1 At the end of each workday, the Contractor or authorized representative shall establish and agree upon with the City Inspector, the amount of those quantities which cannot be measured when the job is completed. These quantities are to be entered in the Inspector's daily report and shall be the basis for the final Invoice.

1.19 PUBLIC CONVENIENCES AND SAFETY:

1.19.1 Materials stored about the work area shall be so placed and the work shall, at all times, be so conducted as to cause no greater obstruction to the traveling public than is considered necessary by the City. The Contractor shall make provisions at the cross streets for the free passage of vehicles and pedestrians, provided that, where bridging is impracticable or unnecessary, the Contractor may make arrangements satisfactory to the City for the diversion of traffic and shall, at his own expense, provide all materials and perform all work necessary to the construction and maintenance of roadways for the diversion of traffic. The Contractor shall notify the City Engineer when any street is closed or obstructed and when directed by the City, shall keep the street in condition for unobstructed use of fire apparatus.

1.20 PROJECT COORDINATION:

1.20.1 Prior to starting any work, the contractor is responsible for contacting and coordinating work efforts with, at a minimum, the following:

COMPANY	Phone Number
Chickasaw Telecommunications	405-533-2111
Cox Cable	405-377-7785
Oklahoma Natural Gas	800-664-5463
Southwestern Bell Telephone	405-743-6194
Stillwater Engineering Department	405-742-8261
Stillwater Fire Department	405-742-8308
Stillwater Police Department	405-372-4171
Stillwater Power	405-747-8041

In scheduling work, the contractor shall take all measures necessary to prevent any business or home from being completely blocked off for any length of time. Also, all businesses or homes impacted by the work shall be notified at least fourteen (14) days prior to any work which impacts them being done.

1.21 WATER UTILITY SERVICE INTERRUPTION:

1.21.1 At such time an existing water main requires shut down to make a tie-in, the Contractor will notify the City Water Department **24 HOURS** in advance of shut down and the City forces will be responsible for the operation of all valves that require closing. The Contractor will also give **24 HOURS** notice to all persons affected by shut down. During the time water service is discontinued, an inspector will be present on the job site. A tie, which will facilitate the quickest restoration of water service, will be required.

1.22 TESTING COST:

1.22.1 All charges for Independent Testing Laboratory Personnel resulting from work performed shall be at the expense of the Contractor unless otherwise approved by the City Engineer. Compaction tests shall be done as requested by the City Engineer. Compressive strength of concrete shall be tested for each separate pour. Wire baskets shall require a manufacturer's certificate as to compliance with ODOT specifications.

1.23 DISPOSAL OF WASTE EXCAVATED MATERIAL:

1.23.1 It shall be the responsibility of the Contractor to dispose of waste excavated material off of the project site. The cost of disposal of waste excavated material shall be incidental to other items in the summary of quantities.

ARTICLE 2 - BIDDER'S REPRESENTATIONS

2.1 The bidder by making a bid represents that:

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

2.1.2 The bidder has read and understands the bidding documents to the extent that

such documentation relates to the work for which the bid is submitted and for other portions of the work, if any, being bid concurrently or presently under construction.

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

ARTICLE 3 - BIDDING DOCUMENTS

3.1 COPIES

3.1.1 Bidders may obtain complete bidding documents from the City of Stillwater Administration Office at 723 South Lewis, Stillwater, Oklahoma 74076, or as designated in the Notice to Bidders, for the payment sum stated therein.

3.1.2 Bidders shall use complete sets of bidding documents in preparing bids; the City does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 The bidder shall carefully study and compare the plans with the specifications, bid form and other bidding documents. The bidder shall compare the project to be bid with other work being bid concurrently or presently under construction to the extent that it relates to the work for which the bid is submitted. The bidder shall examine the site and local conditions. The bidder shall at once report to the City Engineer or the architect/engineer any errors, inconsistencies or ambiguities discovered. All requests for interpretation of the bidding documents must be made to the City Engineer and to any consulting architect or consulting engineer.

3.2.2 Addendum Required. The bidding documents represent all the information the City will provide. Interpretations and corrections of and/or changes to the bidding documents will be made only by addendum. Such addenda shall be issued by the City Engineer or the architect/engineer and shall have been recommended by the City Engineer. Interpretations and/or changes made in any other manner will not be binding upon the City and bidders shall not rely upon them.

3.3 ADDENDA DELIVERY AND RECEIPT

3.3.1 Addenda will be mailed, faxed, or delivered only to those bidders who have signed the Bidding Document Receipt List for the project which is maintained at the Development Services Department Office at 723 South Lewis, Stillwater, Oklahoma 74074.

3.3.2 Copies of addenda will be made available for inspection in the City Engineer's Office at 723 South Lewis, Stillwater, Oklahoma 74074 and at the Office of the Deputy City Clerk at 723 South Lewis Street, Stillwater, Oklahoma 74076.

- 3.3.3 The following shall be considered proof that bidder received an addendum:
- a) Mailed Addendum: The bidder's signature or bidder's representative's signature on the Certified Mail Return Receipt.
 - b) Hand Delivered or Picked-Up Addendum: The bidder's or bidder's representative's signature on the Addendum Received Signature List.
 - c) Faxed Addendum: The City's or the architect/engineer's Fax Confirmation Sheet.

It shall be the obligation of the bidder to ascertain from the Deputy City Clerk's Office, within two calendar days prior to the bid date, whether bidder has received all addenda.

ARTICLE 4 - BIDDING PROCEDURES

4.1 FORM AND STYLE OF BIDS

4.1.1 Bids shall be submitted on the bid form(s) in the bidding documents or photocopies thereof.

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

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

4.1.4 Where a detailed or unit price bid form for the submission of unit prices is provided in the bidding documents, the bidder will complete the detailed bid form and then enter the total amount of the bid on the bid form and the total amount shall be based upon the unit prices. In cases of conflict between words and numerals, the words shall govern. In cases of conflict between the amount on the bid form and the amount on the detailed bid form, the amount on the detailed bid form will govern.

Instructions and an example of a properly completed detailed bid form are provided in these Instructions to Bidders.

Unless otherwise provided in the special provisions, where unit prices are bid, partial payments and final claims will be based on actual quantities used. Any substantial change(s) in quantities required to complete the work will require a Contract amendment, which will be based on the unit prices bid.

4.1.5 Erasures and/or corrections must be initialed by the signer of the bid. A bid with erasures and/or corrections which are not initialed shall be considered to be irregular.

4.1.6 Each and every required document must be submitted with the bid and must be signed in ink by the person with the authority to so execute the document and must be

properly attested to or witnessed in accordance with the "Signature Requirements for Bid Documents."

4.2 BID SECURITY

4.2.1 Each bid shall be accompanied by a bid security in the amount of five percent (5%) of the amount of the bid. The bid security is a pledge that the bidder will enter into a Contract with the City on the terms stated in the bid and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the bidder refuse to enter into such Contract or fail to furnish such bonds as required and/or the required certificates of insurance and other required documents, the amount of the bid security shall be forfeited to the City as liquidated damages, not as a penalty.

4.2.2 The City has the right to retain the bid securities of bidders until either (a) the Contract and bonds and other required documents have been executed or submitted by the successful bidder, or (b) the specified time to award bids has elapsed so that bids may be withdrawn in accordance with State law, or (c) all bids have been rejected, or (d) a bidder has been determined to be the successful bidder.

4.3 SUBMISSION OF BIDS

4.3.1 The bid form and affidavits, the bid security and any other documents required to be submitted with the bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the City Clerk of Stillwater and shall be marked **"SEALED BID FOR PROJECT C4DR01 BID NO. 031-03/04"** and shall state the bidder's name and address and, if applicable, the designated portion of the work for which the bid is submitted.

If the bid is sent by mail, the sealed envelope, marked as described above, shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

4.3.2 Bids shall be deposited at the Office of the Deputy City Clerk at 723 South Lewis Street, Stillwater, Oklahoma 74076 or mailed to the Office of the Deputy City Clerk at Post Office Box 1449, Stillwater, Oklahoma 74076, not more than 96 hours, excluding Saturdays, Sundays, and holidays, prior to the bid date and time. All bids received before more than 96 hours before the bid date and bid time will be returned unopened.

Bids must be received by the bid date and bid time. Bids received after the time and date for receipt of Bids will be returned unopened.

4.3.3 The bidder shall assume full responsibility for timely delivery of the bid to the designated location.

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

4.3.5 The bid affidavits must be properly completed, signed and notarized and submitted with the bid on the forms provided in the bid documents and in the sealed envelope. The required affidavits are:

- a) Anticollusion Affidavit
- b) Business Relationship Affidavit
- c) Such other Affidavits as may be required by law

4.4 BIDS NOT TO BE MODIFIED OR WITHDRAWN

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

ARTICLE 5 - CONSIDERATION OF BIDS

5.1 OPENING OF BIDS; TIME FOR CONSIDERATION

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

5.1.2 The award of Contract shall be made within thirty (30) days after the opening of bids unless the City, by formal recorded action and for good cause shown, provides for a reasonable extension of that period, or unless otherwise specifically stated in the bidding documents. The extension shall be for no more than fifteen (15) days where only state and local funds are involved or for no more than ninety (90) days where federal funds are involved.

5.2 REJECTION OF BIDS

5.2.1 The bids will be considered by the City of Stillwater (CITY). The City shall have the right to reject any or all bids. The City of Stillwater has declared its intent to reject a bid not accompanied by the required bid security, and/or a properly signed bid form, and/or properly completed, signed and notarized bid affidavits and/or by other item(s) required by the bidding documents, and may reject a bid which is in any way incomplete or irregular.

5.3 ACCEPTANCE OF BID AND AWARD OF CONTRACT

5.3.1 It is the intent of the City to award a Contract to the lowest and best bidder provided the bid has been submitted in accordance with the requirements of the bidding

documents and does not exceed the engineer's estimate or the funds available. The City shall have the right to waive immaterial defects or irregularities in a bid received and to accept the bid which, in the City's judgment, is in its own best interest.

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

ARTICLE 6 - CONTRACT AND BONDS

6.1 BOND AND INSURANCE REQUIREMENTS

6.1.1 The Development Services Department Director/City Engineer will provide the successful bidder (Contractor) three (3) complete sets of the project Contract documents (Contracts, bond forms, insurance certificates, etc.). The Contractor will execute all three (3) sets in original signatures on each, and return same to the Development Services Department Project Manager for the project within seven (7) calendar days following the City's notification of its intent to award Contract, unless that time is extended by the City Engineer. Prior to the project bid opening date, all bidders should make arrangements with their respective insurance and bonding company(s) to complete (or be prepared to immediately complete) all required insurance and bond documents in the event of selection as lowest and best bidder for the project and in order to meet the seven (7) calendar day Contract document return deadline.

6.1.2 The Contractor shall at its own cost provide the following bonds on the forms, or photocopies thereof, provided. The properly executed bonds shall be provided by the successful bidder with the Contract within seven (7) calendar days following the City's notification of its intent to award Contract, unless additional time is granted by the awarding public agency. No work order shall be issued until the required Contract, bonds and insurance have been obtained by the Contractor, provided to the awarding public agency's project manager, and approved by the awarding public agency. The bonds are: Performance Bond, Statutory Bond, and Maintenance Bond. The bonds are generally described as follows:

- a) Performance Bond which guarantees completion of the project intended in the Bidding Documents and the Contractor's full and faithful execution of the work and performance of the Contract and for the protection of the City, the awarding public agency and all property owners against any damage by reason of acts or omissions of the Contractor or the improper execution of the work or the use of inferior, non-compliant defective materials or equipment. The Performance Bond shall be made in favor of the City of Stillwater in an amount equal to the contract price.
- b) Statutory Bond which guarantees that the Contractor will make payment for

all labor, materials and equipment used in or for the project and/or for the performance or provision of the work. The Statutory Bond shall be made in favor of the City of Stillwater in an amount equal to the contract price.

- c) Maintenance Bond which guarantees the maintenance in good condition of the workmanship and materials and the operation of the project as intended in the Bidding Documents for a specified period after the completion and acceptance of the project by the awarding public agency and the City. The term of the Maintenance Bond is one (1) year. The Maintenance Bond shall be in favor of the City of Stillwater in an amount equal to the contract price.

6.1.3 The cost of such bonds shall be included in the amount of the Bid.

6.1.4 The City may, by formal action, reject/not accept any bond if the surety issuing the bond is: (1) now in default or delinquent on any demand on any bond; (2) is an adverse party to the City of Stillwater or any of its participating public trusts in any litigation involving bonds issued in favor of the City of Stillwater or any of its participating public trusts; or, (3) is not licensed or otherwise permitted to do business in the State of Oklahoma.

6.1.5 The successful Bidder must provide certificates of insurance in the following forms and amounts:

Workmen's Compensation
Amount defined by statutory formula
Public Liability
\$25,000 per person property damage
\$125,000 per person personal injury
\$1,000,000 per event

6.2 TIME OF DELIVERY CONTRACTS, BONDS AND INSURANCE

6.2.1 The Bidder shall deliver the required Contract and bonds, together with the certificates of insurance as required in the Special Provisions, to the awarding public agency's project manager no later than seven (7) calendar days following the City's notification of its intent to award Contract, unless that time is extended by the City Engineer.

6.2.2 The date blanks on the Bonds shall be left blank. The dates will be inserted by the City upon approval of the Contract and Bonds by the City of Stillwater.

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

6.2.4 The provisions for the competitive bidding of City projects and the form of and requirements for the bidding documents are governed by the Charter and Ordinances of

the City, the Oklahoma Competitive Bidding Act, and other adopted policies of the City of Stillwater.

LIST OF CONTRACT DOCUMENTS

The Successful Bidder, as Contractor, is responsible for the proper completion and submission of the documents listed below within seven (7) calendar days following the City's notification of its intent to award Contract, unless that time is extended by the City Engineer.

All forms must have the original ink signature of a person authorized to bind the Contractor. All documents must be attested to or notarized as required by the "Signature Requirements for Bidding Documents."

All bonds must be issued by a surety licensed to do business in the State of Oklahoma and meeting the requirements of the Oklahoma Competitive Bidding Act (Title 61 O.S. 1991, §113)

REQUIRED CONTRACT DOCUMENTS

- Contract
- Certificate of Nondiscrimination
- Performance Bond in the amount of the Contract
- Statutory Bond in the amount of the Contract
- Maintenance Bond in the amount of the Contract and for the term required in the Special Provisions
- Certificates of Insurance in the types and amounts required in the General Conditions, including:
 - Workers' Compensation
 - Public liability and Property Damage
- Any other documents required in the Bidding Documents

Forms to be Used. Contractor shall use only the forms provided in the Bidding Documents or photocopies thereof and shall make no changes or alterations in the documents other than to add signature lines for joint ventures or limited liability companies in accordance with the instructions in the "Signature Requirements for Bidding Documents."

CONTRACT

THIS CONTRACT AND AGREEMENT, made and entered into this _____ day of _____ 20____, by and between the City of Stillwater, Oklahoma, and **CONTRACTOR**, hereinafter called the "Contractor", WITNESSETH:

THAT WHEREAS, the City of Stillwater has caused to be prepared in accordance with the law, certain plans, specifications, and other documents for the work hereinafter described, and has approved and adopted all of said Contract Documents, and has caused Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for:

PROJECT NUMBER C4DR01
GLENWOOD/RAILROAD
DRAINAGE CHANNEL

as outlined and set out in the contract documents and in accordance with the terms and provisions of this contract; and,

WHEREAS, the Contractor, in response to said Solicitation for Bids; has submitted to the City of Stillwater in the manner and at the time specified, a sealed proposal in accordance with the terms of this contract; and,

WHEREAS, the City of Stillwater, 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 and best 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:

_____ **Dollars and 00/100**
(\$ _____)

NOW THEREFORE, for and in consideration for 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 workmanlike manner, at his own cost and expense, furnish all labor, materials, tools, and equipment required to complete said work in strict accordance with this Contract and the following contract documents all of which documents are on file in the office of the City Engineer, City of Stillwater, Municipal Building, Stillwater, Oklahoma, and are made a part of this Contract as fully as if the same were herein set out at length, with the following additions: (If none, so state)
Plans, Standard Conditions, and ODOT Standard Specifications

2. The Contractor agrees to hold the OWNER harmless on any liability that may arise and shall provide a certificate of insurance certifying the same.
3. On completion of the work, but prior to the acceptance thereof by the City of Stillwater, it shall be the duty of the City Engineer to determine, by examination, that said work has been completely and fully performed in accordance with the Contract Documents. Upon completion and acceptance of all work, the amount due the Contractor shall be paid.
4. The Owner requires the Contractor to carry insurance against damage during the process of construction until accepted by said agency. A complete list of all required insurance is included in the Standard Conditions.
5. In lieu of actual damages, the contractor agrees to pay liquidated damages in the amount of \$250.00 per day if all work is not completed in 60 calendar days.

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

CONTRACTOR

ATTEST:

By: _____
Title: _____
Street: _____
City/State/Zip: _____

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

(SEAL)

Notary Public

My Commission Expires: _____

The City of Stillwater, State of Oklahoma, acting by and through the Board of Commissioners for said City, a municipal corporation:

**CITY MANAGER
CITY OF STILLWATER**

(SEAL)

ATTEST:

DEPUTY CITY CLERK

Approved as to form and legality this ____ day of _____, 20__.

CITY ATTORNEY

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, _____ as Principals, and
_____ as Surety, a
corporation organized and existing under the laws of the State of _____,
and duly authorized to do business in the State of Oklahoma, are held and firmly bound
unto the CITY of Stillwater (CITY), in the penal sum of

Dollars (\$_____), in lawful money of the United States, such sum being
equal to 100% of the contract price for the payment of which sum, well and truly to be
made, we and each of us, bind ourselves, our 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 named Principal did, on
the _____ day of _____, 20_____, enter into a contract with DSD for the
construction of _____

_____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 of the City of Stillwater.

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 said contract, 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 the
CITY, 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.

NOW, THEREFORE, it is 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 thereunto so to do, the day and year first above written.

ATTEST:

Secretary

Principal

ATTEST:

Secretary

Surety

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, _____ as Principal, and _____, as Surety, a corporation organized and existing under the laws of the State of _____, and duly authorized to do business in the State of Oklahoma, are held and firmly bound unto the CITYOF STILLWATER (CITY), in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, such sum being equal to 100% of the contract price for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 200_____.

The condition of this obligation is such that whereas, the above named Principal did, on the _____ day of _____, 20_____, enter into a contract with CITY for the construction of _____ 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 of the City of Stillwater; and said contract is hereby made a part and parcel of this bond as if literally written herein.

NOW, THEREFORE, if said Principal shall, fully and faithfully execute the work and perform said contract according to its terms and conditions, and covenants, and in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore made, adopted, and placed on file in the Office of the City Clerk of the City of Stillwater, as set out in the specifications herein, and shall promptly pay, or cause to be paid, all labor, material and/or repairs and all bids for labor performed on said work, whether by subcontract or otherwise, and shall protect and save harmless the City of Stillwater and all interested property owners against all claims, demands, causes of action, losses or damage, and expense to life or property suffered or sustained by any person firm or corporation by reason of negligence of the Principal or his or its agents, servants, or employees in the construction of said work, or by or in consequences of any improper execution of the work or act of omission or use of inferior materials by said Principal, or his or its agents, servants, or employees and shall protect and save the City of Stillwater harmless from all suits and claims of infringement or alleged infringement of patent rights or processes, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in 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 obligation 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 officer, 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

ATTEST:

Secretary

Surety

(Accompany this bond with Attorney-in-fact's Authority from the Surety Company certified to include the date of the bond.)

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, _____, as Principal and _____
_____ as Surety, a corporation organized and
existing under the laws of the State of _____, and duly authorized to do business in the
State of Oklahoma, are held and firmly bound unto the CITY OF STILLWATER (CITY) in the penal sum of
_____ Dollars (\$_____),
such sum being equal to the contract price for a period of one (1) year, well and truly to be made, we and
each of us bind ourselves, our 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-named Principal did on the _____ day
of _____, 200_____, enter into a contract with CITY for the construction of

.

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 of the City of Stillwater; and to maintain the said improvement in the amounts
set forth above against any failure due to workmanship or material for a period of ____ year(s) from the
date of acceptance of the said improvements by the SUA.

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

It is further 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 _____ years and at any
time repairs shall be necessary that the cost of making said repairs shall be determined by the CITY, or
some person or persons designated by them to ascertain the same, and if, upon thirty (30) days notice,
the said amount ascertained shall not be paid by the Principal or Surety herein, or if the necessary repairs
are not made, the 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 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 officer; 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

ATTEST:

Secretary

Surety

LIST OF DOCUMENTS REQUIRED FOR THIS BID

PROJECT NUMBER C4DR01

*Glenwood/Railroad
Drainage Channel*

The Bidder is responsible for reviewing this list of required documents and any requirements of the Special Provisions and assuring that each and every required document is properly completed, signed, and submitted with the Bid. Forms and Affidavits should be completed and submitted in accordance with provisions of the "Signature Requirements for Bidding Documents." Bids not submitted in accordance with these requirements will be recommended for rejection.

DOCUMENTS REQUIRED FOR THIS BID

Bid Form
Unit Price Bid Form
Noncollusion Affidavit
Business Relationship Affidavit
Bid Security

For the purpose of determining that a bid is properly submitted, Bidder should submit the properly completed and executed documents listed on this page. Bidder should also review the Special Provisions and Special Provisions - Technical for any other required documents. Failure to submit a required document may be cause for rejection of the bid. However, the City of Stillwater reserves the right to require timely submission of document(s) required in the Special Provisions.

Forms Not in Packet. If an item is listed on this page or in the Special Provisions and the form is not included in this packet, it is the Bidder's responsibility to obtain the form from the Office of the Deputy City Clerk for the City of Stillwater or such other office noted in the Notice to Bidders.

Forms to be Used. Bidder shall use the forms in this Bid Package or shall photocopy the forms and complete them. No alterations can be made to the forms except to add additional signature lines as required. Any other alteration or amendment of these forms may invalidate the Bid.

SIGNATURE REQUIREMENTS FOR BIDDING DOCUMENTS

All Bid Documents and Contract Documents must be signed in ink by a person having the legal authority to bind the Bidder/Contractor and be completed in accordance with the rules listed below.

PART I. A. INSTRUCTIONS FOR SUBMISSION OF THE BID DOCUMENTS

- (1) All documents shown on the "List of Documents Required for this Bid" or in the Standard Specifications, Special Provisions or Special Provisions - Technical must be completed and submitted as provided herein.
- (2) The name of the individual, limited liability company, partnership, corporation or joint venture submitting the Bid must be typed or legibly printed in the space provided. The Bid Documents must be signed in ink in accordance with the requirements of Part I.B. herein. The name and title of each person who signed the Bid Documents must be typed or legibly printed on the line below the signature line.
- (3) All blank spaces in the Bid Documents which require the provision of any information or any statement from the Bidder must be filled in.
- (4) **All Affidavits must be signed and notarized.** The notary must legibly: enter the date; enter the name of the person(s) sworn; sign as Notary Public; provide the date of commission expiration; and may impress his/her notary seal or stamp.
- (5) The Bid Bond must be submitted in the sealed envelope with the Bid.
- (6) The Bid Form, Affidavits and Bid Security, and any other required documents, must be enclosed in a sealed envelope. Place the name of the Bidder and the words "**Sealed Bid for Project C4DR01 Bid No. 031-03/04**" on the envelope.

PART I. B. AUTHORIZED SIGNATURE AND MINIMUM REQUIREMENTS FOR BID DOCUMENTS

- (1) Bids submitted by a Corporation: Bid Documents must have the original ink signature of the President or Vice President of the corporation.
- (2) Bids submitted by a Sole Proprietorship or Individual: Bid Documents must have the original ink signature of the owner or individual.
- (3) Bids submitted by a Partnership: Bid Documents must have the original ink signature of a General Partner.
- (4) Bids submitted as a Joint Venture: If two or more parties submit a joint bid, the

Bid Documents must have the original ink signatures of the appropriate representatives of each/all parties. Such Bidders should alter all Documents, but only to provide signature lines (name of bidder, signature line, and name and title line) to meet this requirement. Where notarization is required on the forms, each signature must be properly notarized.

- (5) Bids Submitted by a Limited Liability Company: Bid Documents must have the original ink signature of an authorized agent having authority to bind the limited liability company, or comply with Part I.B.(6). Such Bids must be accompanied by the documentation required in Part II.B. (5) below.
- (6) Signature Requirements for Bidder's Authorized Agent: Some businesses may delegate the authority to sign the Bid Documents to an authorized agent. In such cases, all documents requiring signature must have the original ink signature of the "authorized" agent. Attached to the Bid Documents must be the documentation required in Part II.B. (6) below.
- (7) Additional Documentation: Additional documentation of signature and authority may be required on any authority issue or Contract issue.

PART II. A. INSTRUCTIONS FOR SUBMISSION OF THE CONTRACT DOCUMENTS

- (1) All documents listed on the "List of Contract Documents" must be submitted within seven (7) calendar days following the City's notification of its intent to award Contract, unless that time is extended by the City Engineer.
- (2) The Contract and other forms must be signed and, if so provided on the form, notarized. Where notarization is required, the notary must legibly: enter the date; enter the name of the person(s) sworn; sign as Notary Public; provide the date of commission expiration; and may impress his/her notary seal or stamp.
- (3) Type or legibly print the name of the individual, limited liability company, partnership, corporation or joint venture awarded the Contract on the line provided for this information. The name and title of each person who signed the Contract Documents must be typed or legibly printed on the line below the signature line.

PART II. B. MINIMUM SIGNATURE REQUIREMENTS FOR SUBMISSION OF THE CONTRACT AND BONDS

- (1) Contracts submitted by a Corporation: Contract Documents must have the original ink signature of the President or Vice President of the corporation. That signature must be witnessed by the Corporate Secretary or Assistant Corporate Secretary, and the firm's corporate seal, if any, must be affixed in accordance with 18 O.S. (1991) § 1016. Should the corporation not have a seal or should the seal not be available, then the person signing must demonstrate authority to bind the

corporation, as set forth in paragraph II.B.(6) below. The name and title of each person who signed the Contract or bond must be typed or legibly printed on the line below the signature line.

- (2) Contracts submitted by a Sole Proprietorship or Individual: Contract Documents must have the original ink signature of the owner or individual, respectively, on the signature line, or comply with Part II. B.(6). The name and title of each person who signed the Contract or bond must be typed or legibly printed on the line below the signature line.
- (3) Contracts submitted by a Partnership: Contract Documents must have the original ink signature of a General Partner on the signature line, or comply with Part II. B.(6). The name and title of each person who signed the Contract or bond must be typed or legibly printed on the line below the signature line.
- (4) Contracts submitted by a Joint Venture: If two or more parties submit a joint bid, the Contract Documents must be signed in ink by the appropriate representatives of each/all parties. Any of the parties which are corporations must have the appropriate signature(s) and attestation(s) as provided above, or comply with Part II. B.(6). The Contract Documents should be altered, but only to add the signature lines (name of Contractor, signature line, name and title line, and attestation line) to meet this requirement. The name and title of each person who signed the Contract or bond must be typed or legibly printed on the line below the signature line.
- (5) Contracts Submitted by a Limited Liability Company: Contract Documents must have the original ink signature of an authorized agent having authority to sign contracts and bonds and to bind the limited liability company. Attached to the Contract Documents, signed by the authorized agent, must be a properly executed copy of the articles of organization; the operating agreement; and any bylaws, resolution or other document of the authorizing entity, specifically providing the authorized agent with the authority to execute the Contract Documents on behalf of and binding the authorizing entity. All documents designating and authorizing the agent to bind the limited liability company must be notarized by a Notary Public who will complete the required information and may affix his/her seal or stamp. The name and title of each person who signed the Contract Documents must be typed or legibly printed on the line below the signature line. Additional pages may be added, but each signature must be properly notarized.
- (6) Signature Requirements for Bidder's Authorized Agent: Some businesses may delegate the authority to sign the Contract Documents to an authorized agent. In such cases, all Contract Documents requiring signature must have the original ink signature of the "authorized" agent. Attached to the Contract Documents, signed by the authorized agent, must be a properly executed power of attorney or other document of the authorizing entity, specifically providing the "authorized" agent with the authority to execute the Contract Documents on behalf of and binding the

authorizing entity. Each signature on the authorizing documents must be notarized by a Notary Public who will complete the required information and may affix his/her seal or stamp. The name and title of each person who signed the Contract, bond, or any authorizing document must be typed or printed on the line below the signature line. Additional pages may be added, but all signatures must be properly notarized.

BID PACKAGE COVER SHEET

THE FOLLOWING PAGES CONSTITUTE THE BID PACKAGE FOR THIS PROJECT

Bidders shall consult the "List of Documents Required for This Bid" the Standard Specifications, Special Provisions of the Bidding Documents to assure that all of the Required Documents are submitted with the Bid.

Bidders shall consult the "Instructions to Bidders" and the "Signature Requirements for Bidding Documents" for the requirements for the submission of Bid Documents.

The following pages may be removed from the project manual and used to submit the Bid. However, submission of a Bid on photocopies made from these pages will not invalidate the Bid.

*ALL BID SUBMISSIONS SHOULD BE TYPEWRITTEN
OR LEGIBLY PRINTED IN INK*

ORIGINAL INK SIGNATURES ARE REQUIRED

CITY OF STILLWATER

BID FORM

*This Bid will not be considered unless this form has been fully completed
and signed by the Bidder or the Bidder's Authorized Agent*

PROJECT NUMBER C4DR01

*Glenwood/Railroad
Drainage Channel*

The rate for liquidated damages for this project is **\$250.00 per day**.

Name of Bidder: _____

Address: _____

To the Honorable Mayor of the City of Stillwater:

The undersigned, as or on behalf of Bidder, declares: That Bidder prepared this Bid and, before preparing the Bid, carefully read and examined the Bidding Documents and any other documentation or information. Bidder is familiar with and able to comply with all the provisions of the Bidding Documents. Bidder agrees that if this Bid is accepted, Bidder will enter into the Contract with the City of Stillwater and properly submit the required Bonds, documents, and insurance within seven (7) calendar days following the City's notification of its intent to award Contract, unless such time is extended by the City Engineer. Bidder hereby agrees to commence work within ten (10) calendar days after the Notice to Proceed is issued by the City Engineer and to complete the work within the number of calendar days or by the calendar date specified in the contract. Bidder encloses the Bid Security as required in Bidding Documents. The Noncollusion Affidavit, in its entirety, is incorporated herein by reference.

TOTAL BASE BID: _____ Dollars

(\$ _____)

*Enter Unit Prices on the Bid Form. The sum of the
Unit Prices constitutes the Total Bid, which must be entered on this page.*

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

Signature of Bidder or Bidder's Authorized Agent

Type or legibly print name and title of person who signed above
Original ink signature required

THE CITY OF STILLWATER

UNIT PRICE BID FORM ITEMS

ITEM	UNIT	EST. QUANT.	UNIT PRICE	ITEM TOTAL
Clearing and Grubbing	L.S.	1.		
Unclassified Excavation	C.Y.	942.		
Unclassified Borrow	C.Y.	1642.		
Class A Concrete	C.Y.	94.		
Gabions	C.Y.	485.		
Solid Slab Sod	S.Y.	1337.		
Rip Rap Type I	Ton	56.		
Filter Fabric for Rip Rap	S.Y.	90.		

NONCOLLUSION AFFIDAVIT

STATE OF _____ }
COUNTY OF _____ } SS

_____, of lawful age, being first duly sworn, says that (he/she) 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 the restraint of freedom of competition by agreement to Bid at a fixed price or to refrain from Bidding; or with any official or employee of the Owner as to quantity, quality, or price in the prospective Contract, or any other terms of said prospective Contract; or, in any discussion between Bidders and any official of the Owner concerning exchange of money or other thing of value for special consideration in the letting of a Contract.

Contractor

SUBSCRIBED AND SWORN TO BEFORE ME, this _____ day of _____, 2003.

Notary Public

My Commission Expires:

BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF

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

(if none, so state)

Affiant further states that any such business relationship presently in effect or which existed within one 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:

(if none, so state)

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

(if none, so state)

Authorized Agent

Subscribed and sworn to before me this ____ day of _____, 200____.

(Notary Public)

My Commission Expires: