

**Bid Documents for Micro-Surface Maintenance Project 2025**

**Application within City of Ada**

**Bid# 26-55-01**



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**CITY OF ADA, PURCHASING**

512 North Stockton Street

Ada, Oklahoma 74820

580/436-6300 x256 Fax 580/436-8044

**BID NOTICE**

**26-55-01**

- Bid Proposal:** 26-55-01
- Item:** Micro-Surface application to designated streets
- Bid Due:** March 27, 2025, at 10:30 A.M. CST, at the delivery address  
City of Ada - Purchasing 512 N. Stockton Ada, OK 74820
- Bid Opening:** March 27, 2025, at 11:00 A.M. CST, at the City of Ada Irving  
Community Center, 530 West 5<sup>th</sup>, Ada, OK 74820
- Pre-Bid Meeting:** Non-mandatory meeting to be held March 20, 2025, at  
10:30 A.M. at City of Ada Irving Community Center,  
530 West 5<sup>th</sup>, Ada, OK 74820 and on-site inspections shall be  
conducted by interested bidders.
- Mailing Address:** City of Ada - Purchasing 512 N. Stockton Ada, OK 74820
- Published:** Ada News, March 1 & 8, 2025

**NOTICE IS HEREBY GIVEN THAT:**

The City of Ada, Oklahoma and its agencies/authorities herein called (BUYER) will receive **SEALED BIDS** as listed above at which time said bids will be opened and read aloud.

Complete plans, specifications, conditions, etc. and bidding information may be obtained from the City of Ada Purchasing Office, 512 N. Stockton, Ada, OK, by emailing [pam.mckinzie@adaok.com](mailto:pam.mckinzie@adaok.com) or by going to [www.adaok.com](http://www.adaok.com).

Pre-Bid Conference will be held on Thursday, March 20, 2025, at 10:30 A.M. at City of Ada Irving Community Center, 530 West 5<sup>th</sup>, Ada, OK, and on-site inspections shall be conducted by interested bidders.

## GENERAL CONDITIONS

01. Bidders must complete and submit bid on the provided bid documents. Duplication of bid documents is authorized.
02. Bids must be submitted in a sealed envelope clearly marked "**SEALED BID**" and bear the bid number, item, and bidder's name. Bids improperly marked, submitted, and/or received after the bid opening may be rejected unless lateness is due to other than the bidder's fault -- such as mail or delivery errors. **FAX bids are not acceptable.**
03. The BUYER is an Equal Opportunity Employer and purchases only from those that comply with applicable Equal Opportunity Provisions. Non-compliance will result in rejection of bids and/or breach of contract.
04. **The bid amount must be FOB -- Ada, OK and exclude all taxes.**
05. Unless so stated, bids will be evaluated by Life Cycle Cost and will be awarded on a "Best Buy" basis as determined by the BUYER.
06. Offer Period – 30 days after the bid opening unless so stated. Formal acceptance will be by receipt of a valid purchase order issued by the BUYER within the offer period.
07. 2009 OKLAHOMA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION GOVERN, APPROVED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, JANUARY 4, 2010.
08. All references to the Oklahoma Department of Transportation Commission pertaining to the 2009 Specifications and Standards shall be interpreted to mean the City of Ada.
09. All references to the Engineer in the Oklahoma Department of Transportation specifications shall be revised to read the **City of Ada – Public Works Director**, or his designee. All references to the "State", "Department", "Highway Department" or "Transportation Commission" shall be interpreted to be "the City of Ada – Public Works Division", or "the City of Ada" as applicable.
10. Rates for liquidated damages for this project will be \$500.00 per calendar day.
11. Contract Time allotted for this project is **30** calendar days for construction.
12. **PAYMENT** -- Full payment will be made approximately 3 weeks AFTER receipt and acceptance of the goods/services and required documents.
13. The BUYER reserves the right to negotiate changes/alterations/quantities to the base bid with the low bidder.
14. The BUYER reserves the right to waive any informalities in the bidding process and/or reject all bids.
15. **Mistakes, Errors, Bid Withdrawal, or Adjustments:**
  - A. Prior to bid opening, bidders may withdraw or alter their bids or submit adjustments or attachments provided the total bid amount is not revealed and it does not provide an unfair advantage to the bidder.
  - B. After bid opening, only corrections of obvious errors will be accepted.

16. **Bond Requirements:**
  - A. All bidders must submit a 5 percent Bid Security (Bond, Letter of Credit, or Cashier's Check) to insure bidder can comply with the requirements of the bid documents. These bonds will be returned to the unsuccessful bidders upon awarding of this contract.
  - B. A Performance Bond equal to 100 percent of the contract amount shall be submitted with the contract within 10 days after official notification of acceptance of the offer.
  - C. A Statutory Bond equal to 100 percent of the contract amount shall be submitted with the contract within 10 days after official notification of acceptance of the offer.
  - D. A Maintenance Bond equal to 100 percent of the contract amount for a period of one (1) year shall be submitted within 10 days after official notification of acceptance of the offer.
17. **Insurance Requirements:** Within 10 work days of awarding of this contract, the successful bidder must:
  - A. Provide evidence of Worker's Compensation insurance per Oklahoma Statutes.
  - B. Provide evidence of \$1,000,000.00 Liability insurance naming the City of Ada as co-insured.
18. **Dispute Resolution:** In the event that a dispute arises between City and Contractor regarding any term in the contract/project, the parties should first try and resolve the dispute informally between themselves. If litigation is commenced by either party, both parties agree that the exclusive jurisdiction and venue of any litigation shall be in Pontotoc County District Court, State of Oklahoma; and that the prevailing party in said litigation shall be entitled to recover all costs and reasonable attorney fees against the other party.

## PROJECT SPECIFICATIONS

### Micro-Surfacing Application of Listed Streets

#### 1.0 SCOPE OF SERVICES

The City of Ada is seeking a qualified and competent vendor to completely prepare the roadway surface and apply micro-surface material to the following streets: **N. Johnston Ave.** (W.10<sup>th</sup> to W. 4<sup>th</sup>, Approx. 6,133 SY), **W. 4th ST** (Oak to Townsend, Approx. 6,484 SY), **Lonnie Abbott Blvd.** (Stone Creek to Staples Entrance, Approx. 10,008 SY), **Price Ave.** (Arlington Blvd. to E.7th, Approx. 1,754 SY), **Webb Ave.** (Arlington Rd to Woodland, Approx. 3,324 SY), **Harvey Ave.** (E.12<sup>th</sup> to E. 14<sup>th</sup>, Approx.1,400 SY), **S. Hillcrest Ave.** (E.14<sup>th</sup> to Kirby, Approx. 2,496 SY), **N. Hillcrest Ave.** (Arlington Blvd. to Kirby, Approx. 4,644 SY), **E. 12<sup>th</sup> ST** (Monte Vista to Hillcrest, Approx. 1,619 SY), **E. 16<sup>th</sup> ST** (Broadway to Mississippi, Approx. 7,033 SY), **SE County Rd** (E.18<sup>th</sup> to Kirby, Approx. 6,836 SY), **Seabrook** (Broadway to Oak, Approx. 6,728 SY), **Lonnie Abbott Blvd.** (Mississippi to Chili's, Approx. 6,920 SY), **Beverly ST** (Francis to St. Joseph, Approx. 3,727 SY), **E. 14<sup>th</sup> ST** (Stadium to Francis, Approx. 4,381 SY) and **Ada Regional Airport** (Approx. 13,300 SY).

The following information should be of assistance in developing a proposal. If you have any questions, please contact the Purchasing Director Pam McKinzie at 580-436-6300 ext-256.

**Streets (Bid Item 1) scheduled for micro-surfacing are shown in the attached aerial exhibits, and all project areas equal an approximate total of 73,487 Square Yards.**

**Ada Regional Airport asphalt pavement areas (Bid Item 2) scheduled for micro-surfacing are shown in the attached aerial exhibit, and all project areas equal an approximate total of 13,300 Square Yards.**

**The Micro-Surface Maintenance Project 2025 total quantity of areas scheduled for micro-surfacing equal an approximate grand total of 86,787 Square Yards.**

#### 1.1 DESCRIPTION OF WORK

1.1.1 Contractor will provide necessary personnel and equipment to prepare, furnish and install Micro-Surfacing in accordance with the 2009 Oklahoma Department of Transportation Standard Specifications for Highway Construction, Section 404 Thin Surface Courses, Micro-Surface.

1.1.2 Contractor will lay a single micro layer placed at a rate of 25#/SY (Composite).

- 1.1.3 Contractor will be responsible for any traffic control needed to complete the project.
- 1.1.4 Contractor will be responsible for any clean up following completion of project.
- 1.1.5 Contractor will be responsible for any damage done to adjacent property owners during construction.
- 1.1.6 The City of Ada will provide a sweeper, with operator to clean streets prior to Micro-Surface application.
- 1.1.7 Micro-Surface, shall be paid for at the contract unit price by the number of square yards of micro-surface, completed and accepted, and measured complete in place. The width for measurement will be the width from outside to outside of the completed pavement, but not to exceed the width as shown on the Plans or as directed by the City of Ada. The length will be the actual length measured along the riding surface on the centerline of the road, and shall exclude the length occupied by bridges, approach slabs, and all other exceptions.
- 1.1.8 Contractor must provide one (1) week notice prior to starting project and a mutually agreed upon schedule and traffic control plan.

## **1.2 CONTRACTOR'S PLAN**

- 1.2.1 Contractor shall include with their Quote, a brief description of how they plan to complete the project along with estimated time for completion.

## **1.3 PROTECTION**

- 1.3.1 Provide passageways around the areas of work to ensure safe passage of persons in the area.
- 1.3.2 No part of the streets may be left in an unsafe condition. If any danger is imminent, the contractor shall rope off or place barricades around the area.
- 1.3.3 Protect existing trees and vegetation adjacent to the work areas. With written permission of the City of Ada, some vegetation may be removed to facilitate completion of the project.

## 1.4 DAMAGES

1.4.1 Should adjacent property be damaged in any manner, Contractor shall immediately contact: Office of the City Attorney at **580-436-6300**

1.4.2 Contractor shall promptly repair damages caused to adjacent facilities, property, streets, and sidewalks by project operations as directed by the City of Ada and at no cost to the City of Ada.

## 1.5 TRAFFIC

1.5.1 Conduct project operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. All construction traffic control will be implemented according to and installed in a manner approved by the City, in accordance with Chapter VI of the MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, (Current Edition). All cost to be included in other items of work for the installation, maintenance and subsequent removal of all necessary construction traffic control devices and pavement markings required for completion of the project.

1.5.2 Do not close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways, if required by governing regulations.

1.5.3 The contractor shall maintain traffic in the project areas to the satisfaction of the applicable local regulatory agencies, the local public agency, and the City of Ada. Unless otherwise specified within the Contract Documents, the Contractor must maintain pedestrian and vehicular traffic. It shall be the sole responsibility of the Contractor to keep the local regulatory agencies, (including but not limited to, the Police and Fire Departments) notified at least 72 hours in advance of changes in traffic patterns. The Contractor shall supply, install, maintain, adjust, move, relocate and store all signs, suitably lighted barricades, sidewalk sheds, traffic cones, warning lights and traffic delineators, as necessary to carry out the traffic routing plan and maintain vehicular and pedestrian traffic, to keep people, animals, and vehicles from work areas, obstacles, etc.

1.5.4 Signs shall be adequate from the regulation safety and convenience of traffic and pedestrians. The Contractor may be required to employ traffic control persons and take other such reasonable means or precautions or as required to prevent injury or damage to other property, and to minimize the impact to the public by his construction operations.

1.5.5 The Contractor shall observe and obey all local and state laws, ordinances, regulations, and permits in relation to the obstruction of a street, keeping passageways open and protecting pedestrians.



1.5.6 Suitably lighted barriers or barricades shall be furnished by the Contractor and put up and maintained at all times, during the night and daytime, around all open ditches, trenches, pedestrian walkways, excavations, or other work potentially dangerous to pedestrians. Such barricades shall be constructed of 2" x 8" rough lumber, securely supported and braced at least 3 feet high above the ground. Barricades shall be placed on all sides and throughout the entire length and of all open ditches, trenches, excavations, or other work, which must be barred to the general public. Barricades shall be properly painted to the satisfaction of the owner in order to retain a high degree of visibility to vehicular and pedestrian traffic.

1.5.7 Should the Contractor or his employees neglect to set out and maintain barricades or lights, as required in these specifications, the City of Ada may immediately and without notice, furnish, install, and maintain barricades or lights. The cost thereof shall be borne by the contractor and may be deducted from any amount due or to become due to the contractor under this contract.

1.5.8 The Contractor will be held responsible for any damages that the local public agency, owner, their heirs or assigns may have to pay as consequence of the contractor's failure to protect the public from injury, and the same may be deducted from any payments that are due, or may become due, to the contractor under this contract.

1.5.9 Provide a traffic coordinator and flag persons as required by the local regulatory agencies.

## **1.6 POLLUTION CONTROLS**

1.6.1 Use water sprinkling, temporary enclosures, and other suitable methods as necessary to limit the amount of dust and dirt rising and scattering in the air, to the lowest level of air pollution practical for the condition of work. Comply with the governing Clean Air regulations. Do not use water where it may create hazardous or objectionable conditions such as pollution, ice, or flooding.

1.6.2 Clean adjacent improvements including walks and streets of all dust, dirt and debris caused by operations, as directed by governing authorities. Return adjacent areas to condition existing prior to the start of the work.

## 1.7 CONSTRUCTION DETAILS

1.7.1 Furnish all materials, labor, equipment, services and incidentals to complete the proposed project.

1.7.2 2009 OKLAHOMA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION GOVERN, APPROVED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, JANUARY 4, 2010.

1.7.3 All references to the Oklahoma Department of Transportation Commission pertaining to the 2009 Specifications and Standards shall be interpreted to mean the City of Ada.

1.7.4 All references to the Engineer in the Oklahoma Department of Transportation specifications shall be revised to read the City of Ada – Public Works Director, or his designee. All references to the “State”, “Department”, “Highway Department” or “Transportation Commission” shall be interpreted to be “the City of Ada – Public Works” or “The City of Ada” as applicable.

1.7.5 Follow all technical specifications applicable to this project as prescribed by the 2009 Oklahoma Department of Transportation Standard Specifications for Highway Construction.

1.7.6 Quality Control, Sampling and Testing shall be in compliance with applicable specifications as set forth by the 2009 Oklahoma Department of Transportation Standard Specifications for Highway Construction.

1.7.7 Rates for liquidated damages for this project will be \$500.00 per calendar day.

1.7.8 Contract Time allotted for this project is 30 calendar days for construction.

## 1.8 STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your company's past performance on similar projects.

Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a proposal.

1. Number of years in business -

2. Number of personnel employed: Part time - \_\_\_\_\_, Full time- \_\_\_\_\_,

3. List three contracts of this type/size your firm has completed within the last three years:

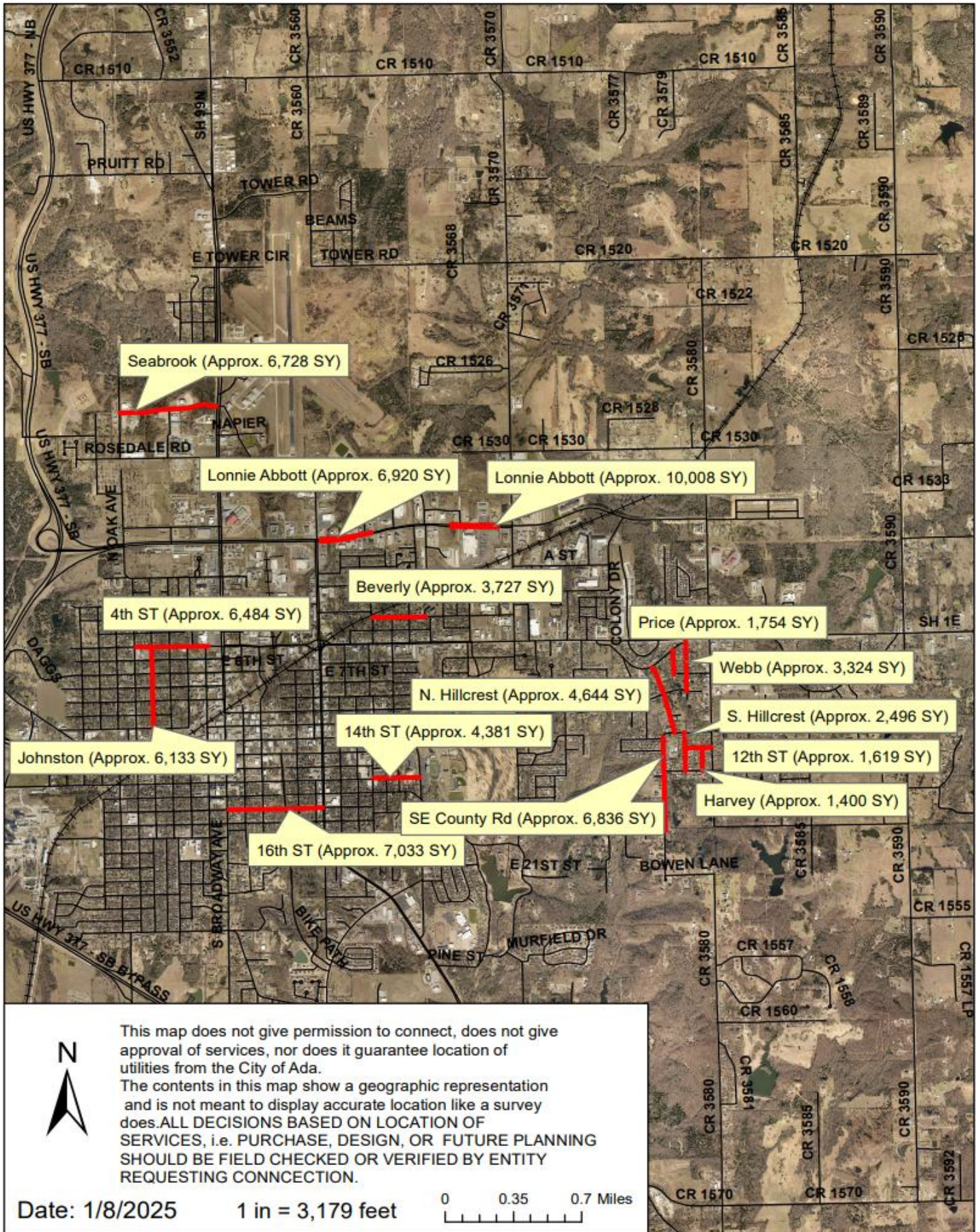
Project	Date	Contact Person	Phone No.
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4. SUBCONTRACTORS: If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also indicate portion or section of work subcontractor will be performing.

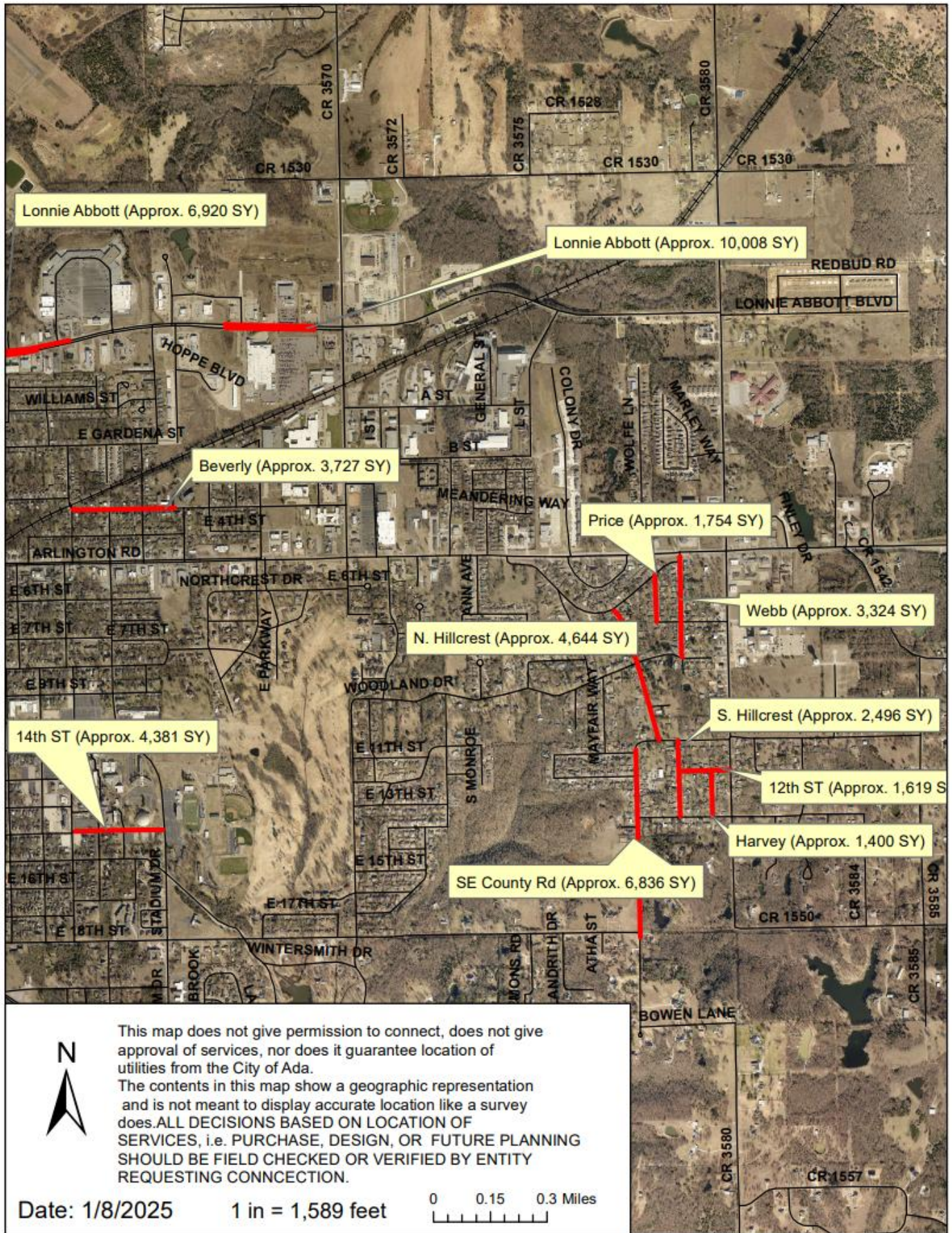
Company name	Address	Principal	Phone
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Additional information may be requested subsequent to your responding to this proposal request.

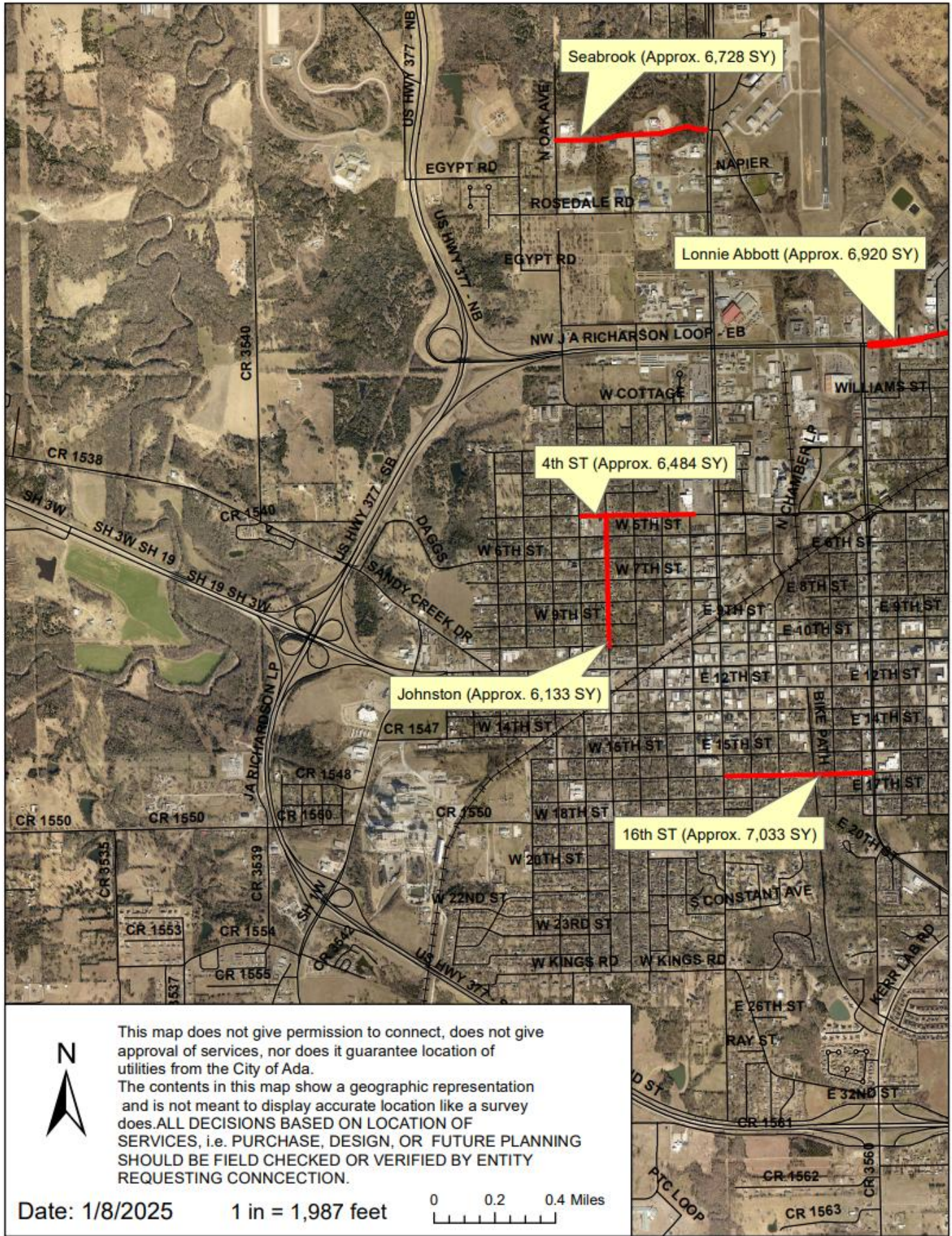








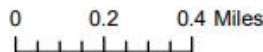




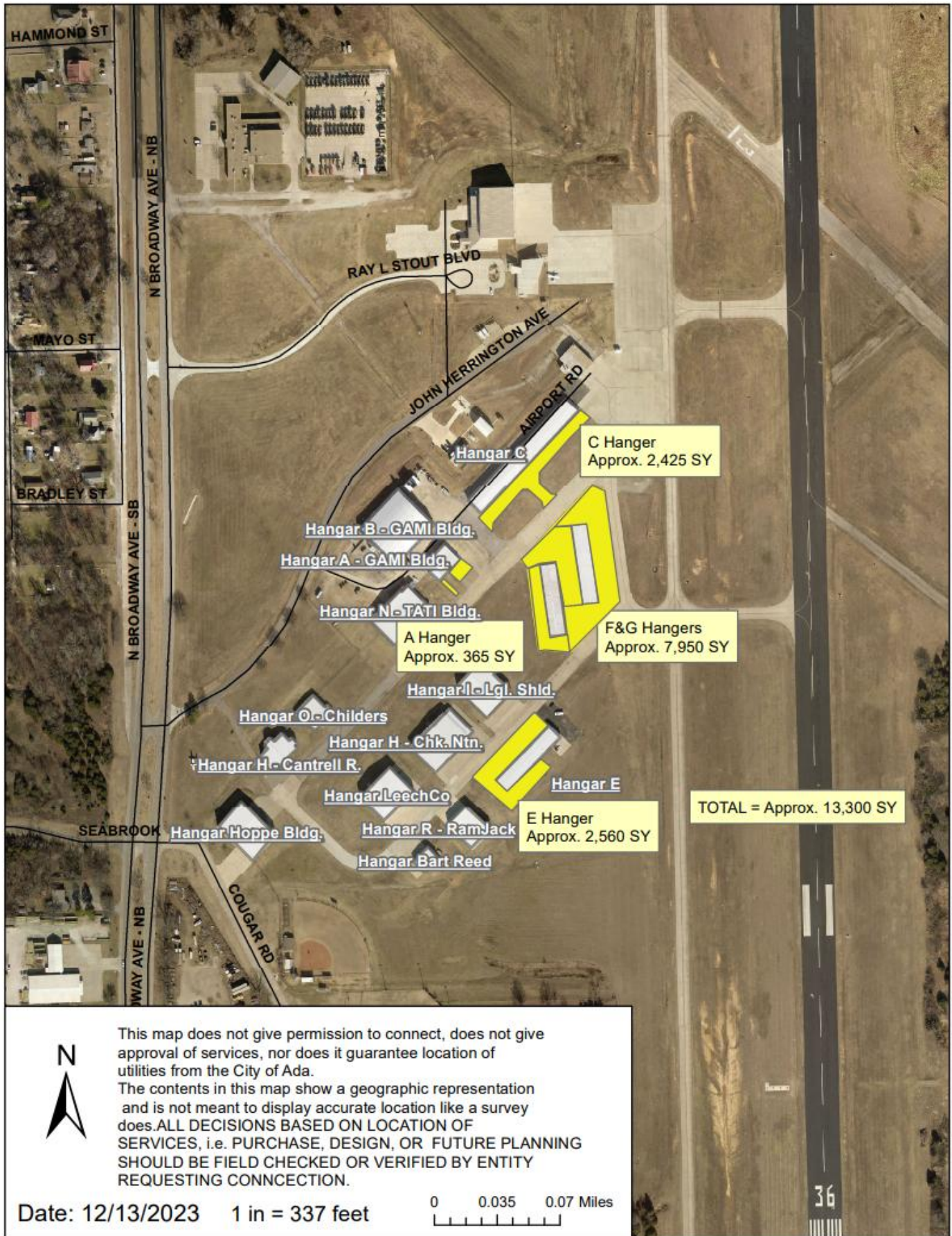
This map does not give permission to connect, does not give approval of services, nor does it guarantee location of utilities from the City of Ada. The contents in this map show a geographic representation and is not meant to display accurate location like a survey does. ALL DECISIONS BASED ON LOCATION OF SERVICES, i.e. PURCHASE, DESIGN, OR FUTURE PLANNING SHOULD BE FIELD CHECKED OR VERIFIED BY ENTITY REQUESTING CONNECTION.

Date: 1/8/2025

1 in = 1,987 feet

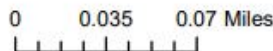






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Date: 12/13/2023 1 in = 337 feet



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**NON-COLLUSION AFFIDAVIT**

The undersigned, of lawful age, being first duly sworn, on oath, says that (s)he is the bidder or bidder's authorized agent, and is authorized to submit this bid (offer). Affidavit further states that the bidder, or bidder's agent, 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 price in the prospective contract; or in any discussion between bidder and/or any BUYER officials concerning exchange of money or other things of value for special consideration on the letting of this bid.

**BUSINESS RELATIONSHIP AFFIDAVIT**

*If none of the business relationships mentioned exist, affidavit should so state "NONE".*

The undersigned, of lawful age, being first duly sworn, on oath says that (s)he is the bidder or bidder's authorized agent to submit this bid. Affidavit further states that the nature if any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this bid with any BUYER officials or employee is as follows:

\_\_\_\_\_

Affidavit further states that any such business relationship presently in effect or which existed one (1) year prior to this bid between the bidder or officers or employees of the BUYER or other party to this bid is as follows.

\_\_\_\_\_

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

\_\_\_\_\_

Firm: \_\_\_\_\_ Name: \_\_\_\_\_

Address: \_\_\_\_\_ Signature: \_\_\_\_\_

City/St/Zip: \_\_\_\_\_ Title: \_\_\_\_\_

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

**NOTARY**

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

My notary expires \_\_\_\_\_. Notary: \_\_\_\_\_.

Commission no: \_\_\_\_\_

Note: Oklahoma state law requires a signed and notarized affidavit for payment of claims or invoices or \$25,000 or more.

Please sign, notarize, and return this affidavit to: City of Ada, Purchasing Department, 512 North Stockton, Ada, OK 74820. Failure to comply with this requirement will delay or prevent payment of your claim(s).



**City of Ada**  
**Micro-Surface Maintenance Project 2025**  
**Bidder's Proposal**  
**#26-55-01**

<u>Bid Item</u>	<u>Description</u>	<u>Bid Price</u>	<u>Total</u>
1	Cost per Square Yard for Micro-Surfacing of street routes 73,487 SY	\$ ____ /SY	\$ _____
2	Cost per Square Yard for Airport Micro-Surfacing 13,300 SY	\$ ____ /SY	\$ _____
<b><u>Project Grand Total</u></b>			<b>\$ _____</b>

**Total number of days to complete project from date of contract approval by City of Ada Council and executed "Notice to Proceed"**

is: 30 Calendar Days.

Print Name: \_\_\_\_\_

Bidding Company Representative

\_\_\_\_\_

Company & Phone Number

Signed by: \_\_\_\_\_

Bidding Company Representative

\_\_\_\_\_

Title

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

**Place this form at the front of your bid proposal.**

**City of Ada**  
**Contractor's Affidavit**

**State of** \_\_\_\_\_ )

**SS**

**County of** \_\_\_\_\_ )

I, \_\_\_\_\_, of lawful age, being first duly sworn, on oath say that (s)he is the agent authorized by the Contractor to submit the attached contract to the City of Ada. Affiant further states that Contractor had not paid. Given or donated or agreed to pay, give, or donate to any officer or employee of the City of Ada any money or other thing of value, either directly or indirectly, in the procuring of this contract.

\_\_\_\_\_

Firm Name (Contractor)

\_\_\_\_\_

Signature and Title

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

\_\_\_\_\_

Notary Public (or Clerk or Judge)

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

Note: This affidavit (completed) must accompany contract.

## Contract for Services

**This Agreement**, and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Ada, Oklahoma, a municipal corporation, herein called the “City” and \_\_\_\_\_, a corporation, herein called the “Contractor.”

### Witnesseth:

**Whereas**, the City intends to micro-surface certain streets in order to prolong street life and has entered into this agreement with Contractor to provide all necessary equipment, labor and materials necessary for the micro-surface project. The streets to be micro-surfaced are described as follows: **N. Johnston Ave.** (W.10<sup>th</sup> to W.4<sup>th</sup>, Approx. 6,133 SY), **W. 4th ST** (Oak to Townsend, Approx. 6,484 SY), **Lonnie Abbott Blvd.** (Stone Creek to Staples Entrance, Approx. 10,008 SY), **Price Ave.** (Arlington Blvd. to E.7th, Approx. 1,754 SY), **Webb Ave.** (Arlington Rd to Woodland, Approx. 3,324 SY), **Harvey Ave.** (E.12<sup>th</sup> to E. 14th, Approx.1,400 SY), **S. Hillcrest Ave.** (E.14<sup>th</sup> to Kirby, Approx. 2,496 SY), **N. Hillcrest Ave.** (Arlington Blvd. to Kirby, Approx. 4,644 SY), **E. 12<sup>th</sup> ST** (Monte Vista to Hillcrest, Approx. 1,619 SY), **E. 16<sup>th</sup> ST** (Broadway to Mississippi, Approx. 7,033 SY), **SE County Rd** (E.18<sup>th</sup> to Kirby, Approx. 6,836 SY), **Seabrook** (Broadway to Oak, Approx. 6,728 SY), **Lonnie Abbott Blvd.**(Mississippi to Chili’s, Approx. 6,920 SY), **Beverly ST** (Francis to St. Joseph, Approx. 3,727 SY), **E. 14<sup>th</sup> ST** (Stadium to Francis, Approx. 4,381 SY) and **Ada Regional Airport** (Approx. 13,300 SY).

**Now, therefore**, in consideration of the mutual covenants contained hereinafter relating to the services described, the parties hereto do hereby agree, as follows:

**1. Services.** The Contractor is hereby authorized by the City to perform, in accordance with good contracting practices and in the best interest of the City, all the various services required for the micro surfacing of the described streets.

**2. Scope of Services:**

Contractor will provide necessary personnel and equipment to prepare, furnish and install Micro-Surfacing in accordance with the 2009 ODOT Standard Specifications, Section 404 Thin Surface Courses, Micro-Surface.

Contractor will lay a single micro layer placed at a rate of 25#/SY(Composite) on described streets.

Specific requirements include:

1. Contractor will be responsible for all traffic control required to complete the project.
2. Contractor will be responsible for any clean up following completion of project.

3. Contractor will be responsible for any damage done to adjacent property owners during construction.
4. The City of Ada will provide a sweeper, with operator to clean streets prior to Micro-Surface application.
5. Contractor must provide one (1) week notice prior to starting project and a mutually agreed upon schedule and traffic control plan.

**Contractor** shall perform the **Services** undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity and with the applicable laws and regulations published and in effect at the time of performance of the **Services**. The **Project** shall be completed in a good and workmanlike manner and in strict accordance with this **Agreement**. All efforts will be made to meet established deadlines, and any request for extension of time will be made in writing to the City prior to the expiration of the time period described in the next sentence. The undersigned agrees to commence work on the contract on or before a date specified in a “Notice to Proceed” from the Owner, and to fully complete all work within 30 calendar days therefore as stipulated in the contract Project Specifications. The undersigned agrees if he should fail to fully complete the work or any element thereof within the above stated time, he shall pay the City of Ada, Ada Oklahoma, as fixed, agreed, and liquidated damages and not as bid, the sum of Two Hundred Fifty Dollars (\$250.00) and the sum of Two Hundred Fifty Dollars (\$250.00) per day for one inspector, for a total of Five Hundred Dollars (\$500.00) for each calendar day of delay until the work is completed. Additional time is only to be allowed for delays as stipulated in the Contract Documents.

1. **Compensation.** As compensation for such services as listed above, the Contractor shall be paid the sum of \$ \_\_\_\_\_, which is the total for all services, equipment or materials necessary to complete the project.
2. **Contractor to Defend, Indemnify and Save Harmless,** The Contractor shall defend, indemnify and save harmless the City, it’s agents and employees from any and all claims and causes of action against said City for damages or injury to any person or property arising out of or in connection with the negligent performance or negligent acts of the Contractor or agents or employees of same under the terms of this contract.

Before this contract shall become effective, the Contractor shall furnish the City with certificates showing complete and adequate workmen's compensation coverage and comprehensive public liability and property damage for the protection of the City from any liability or expense arising out of or as the result of the work, services or activities of the Contractor or his employees. Said insurance shall not be cancelled except upon ten (10) days written notice to the City. The amount of such coverage shall not be less than the following:

- A. Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than five hundred thousand dollars (\$500,000.00)
- B. Comprehensive General Liability Insurance with combined single limit of not less than one million dollars (\$1,000,000.00) for each occurrence and not less than one million dollars (\$1,000,000.00) in the aggregate.

3. **No Extra Clause.** No claims for extra work or services of any kind or character shall be recognized by or be finding on the City unless such work or services be approved in writing.
4. **Binding Effect.** The City and the Contractor each binds itself, its successors, executors, administrator, heirs and assigns to the other. This agreement cannot be assigned, sublet or transferred unless approved, in writing by the City.
5. **Compliance with Ordinances, Specifications and Regulations.** The Contractor shall comply with all existing codes, ordinances and administrative regulations of the City of Ada pertaining, in any manner, to the services provided under the provisions of this contract.
6. **Contract Documents.** The Bid Documents, including but not limited to the General Conditions, are included as a part of this contract.
7. **Dispute Resolution:** In the event that a dispute arises between City and Contractor regarding any term in the contract/project, the parties should first try and resolve the dispute informally between themselves. If litigation is commenced by either party, both parties agree that the exclusive jurisdiction and venue of any litigation shall be in Pontotoc County District Court, State of Oklahoma; and that the prevailing party in said litigation shall be entitled to recover all costs and reasonable attorney fees against the other party.

