

Bid Documents for Concrete Panel Replacement Project 2020

Application within City of Ada



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Concrete Panel Replacement Project 2020 CITY OF ADA BID NO. 21-55-12

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CITY OF ADA, PURCHASING

512 North Stockton Street

Ada, Oklahoma 74820

580/436-6300 x 256 Fax 580/436-8044

BID NOTICE

November 13, 2020

Bid Proposal: 21-55-12

Item: Concrete Panel Replacement 2020

Bid Due: 2:00 pm CST, December 8, 2020, City of Ada – Purchasing Dept.
512 N. Stockton Ada, OK 74820

Bid Opening: 2:30 pm CST, December 8, 2020, City of Ada – Irving
Community Center, 530 West 5th St., Ada OK

Pre-Bid Meeting: Mandatory meeting to be held at 2:00 pm CST, December 1st, 2020, City of Ada Irvin Community Center, 530 West 5th St. Ada, OK.

Mailing Address: City of Ada - Purchasing 512 N. Stockton Ada, OK 74820

Published: Ada Evening News, November 14th & 21st, 2020

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, 580-436-6300 x256 or emailing-pam.mckinzie@adaok.com.

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 **100** 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.
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.

PROJECT SPECIFICATIONS

Concrete Panel Replacement

Of Listed Streets

1.0 Scope of Services

The City is seeking a qualified and competent vendor to completely repair street by removing specified old concrete panels and replace with new concrete panels. (Construction locations are marked on street surfaces. Addresses are an estimated point of reference.) **1117 Scenic Dr.** (N. bound lane 13' X 95', no curb. N. & S. bound lanes 34' X 235', approximately 235 linear feet of integral curb. **623 Ann Ave.** (N. & S. bound lanes 23' X 117', curb and gutter not to be replaced unless specified.) **1705 S. Broadway Blvd.** (N. & S. bound lanes 20' X 58', no curb.) **1616 S. Broadway Blvd.** (N. bound lane 10' X 55', curb and gutter not to be replaced unless specified.) **1601 S. Broadway Blvd.** (N. bound lane 10' X 51', curb and gutter not to be replaced unless specified.) **109 N. Broadway** (S. bound lanes 25' X 60', approximately 60 linear feet of integral curb.)

Estimated surface area scheduled for replacement is 1,738 square yards. Includes replacement of estimated 295 linear feet of Integral Curb.

The following information should be of assistance in developing a proposal. If you have any questions, please contact the Assistant Public Works Director Jason Thompson at 580-436-6300 ext-314.

1.1 DESCRIPTION OF WORK

1.1.1 Contractor will provide necessary personnel and equipment to prepare, furnish and install Concrete Panels in accordance with the 2009 Oklahoma Department of Transportation Standard Specifications and Oklahoma Department of Transportation 2009 Roadway Design Standard Drawings, including but not limited to CSCD-5-4, LECS-4-2, and LTU-4-0.

1.1.2 Contractor shall install ODOT Type A Aggregate Base at a minimum thickness of 6-inch and shall also install ODOT Class A High Early Strength Concrete with a minimum thickness of 6-inch. Contractor shall exceed 6-inch in thickness in order to match existing pavement if existing pavement is greater than 6-inch thick.

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 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.

1.2.2 Contractor shall not work on more than **TWO** Concrete Panel Replacement construction sites at any one time without prior approval from the City of Ada. Consideration for approval will require the contractor to submit additional construction phase plans and detailed traffic control plans.

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, 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 and at no cost to the City.

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 the Traffic Control Pay Item 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. 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 immediately and without notice, may 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 Concrete Panel Replacement Square Yard Quantity shall include all cost associated with the Removal of Existing Pavement, excavation as required, and installation of Geogrid, Aggregate Base, Tie Bar Reinforcement, High Early Strength Concrete, Sawing, and Joint Sealing.

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

1.7.3 2009 OKLAHOMA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION GOVERN, APPROVED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, JANUARY 4, 2010.

1.7.4 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.

1.7.5 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.

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

1.7.7 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.

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

1.7.9 Contract Time allotted for this project is **100** calendar days for construction.

1.8 CONSTRUCTION MATERIAL DETAILS

1.8.1 Concrete required Mix Design shall be ODOT approved Class A High Early Strength.

1.8.2 Geogrid shall be Tensar BX 1100/1200 or ODOT approved equivalent.

1.8.3 Aggregate Base shall be approved ODOT Type A Aggregate Base.

1.8.4 Reinforcement shall be #5 X 30" Tie Bar, (see) City of Ada Public Works, Typical Roadway Section.

1.8.5 Concrete Joint Sealant shall be Novalink 35 for vertical applications and Novalink SL for flatwork applications or ODOT approved equivalent.

1.8.6 All Curbing replacement, Curb and Gutter and Integral Curb, shall match existing curbing.

1.8.7 Concrete Surface Finish shall be a broom finish approved by the City of Ada.

1.9 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- _____,

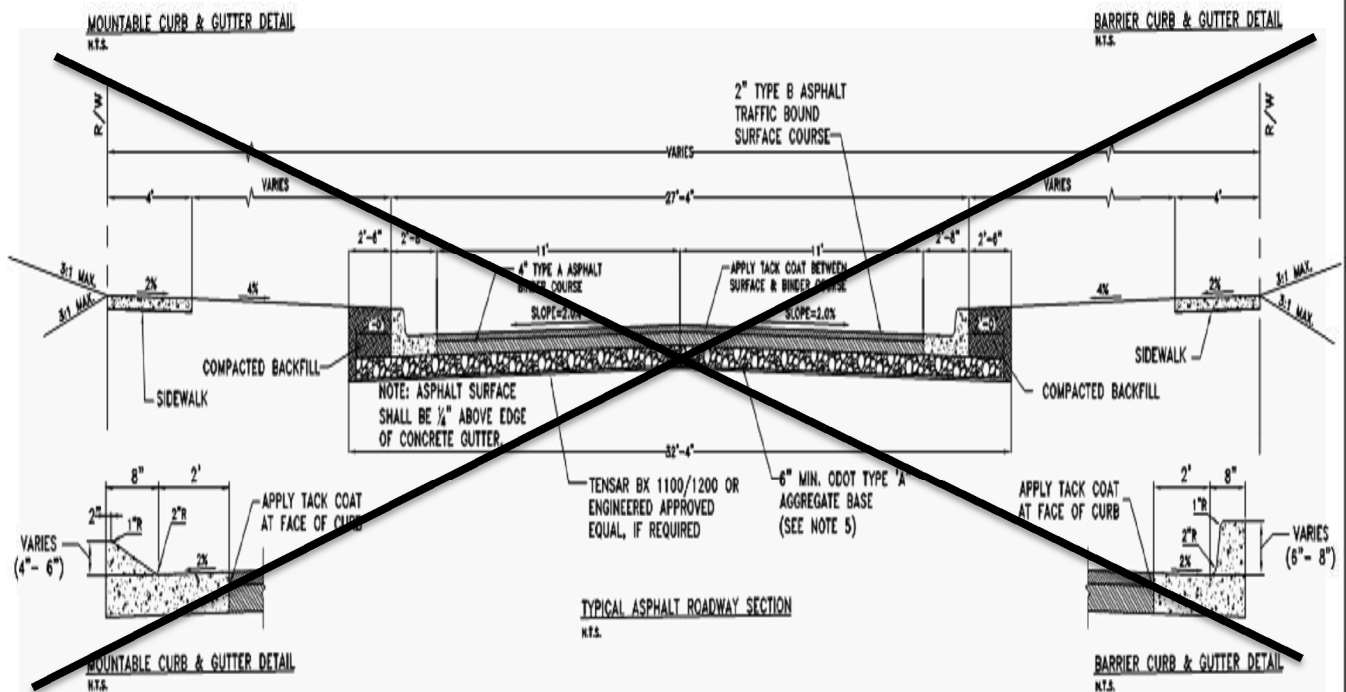
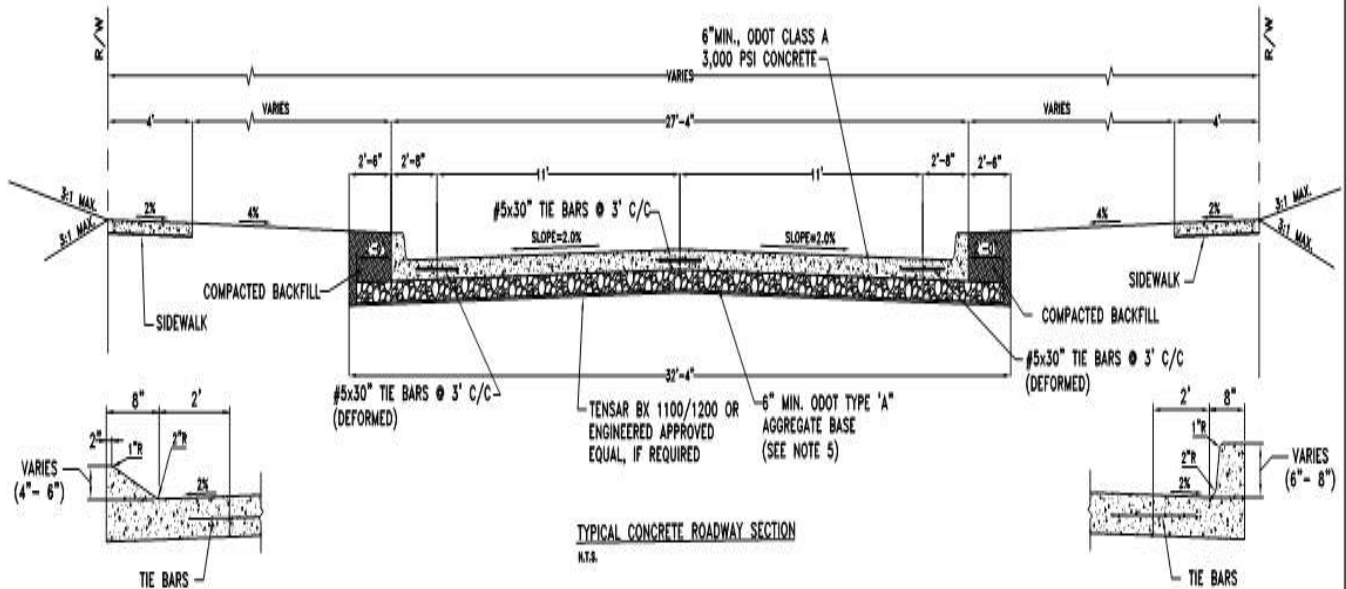
3. List three contracts of this type/size your firm has completed within the last three years:

| Project | Date | Contact Person | Phone No. |
|---------|------|----------------|-----------|
| . | . | . | . |
| . | . | . | . |
| . | . | . | . |
| . | . | . | . |
| . | . | . | . |
| . | . | . | . |

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 |
|--------------|---------|-----------|-------|
| . | . | . | . |
| . | . | . | . |
| . | . | . | . |
| . | . | . | . |

Additional information may be requested subsequent to your responding to this proposal request.



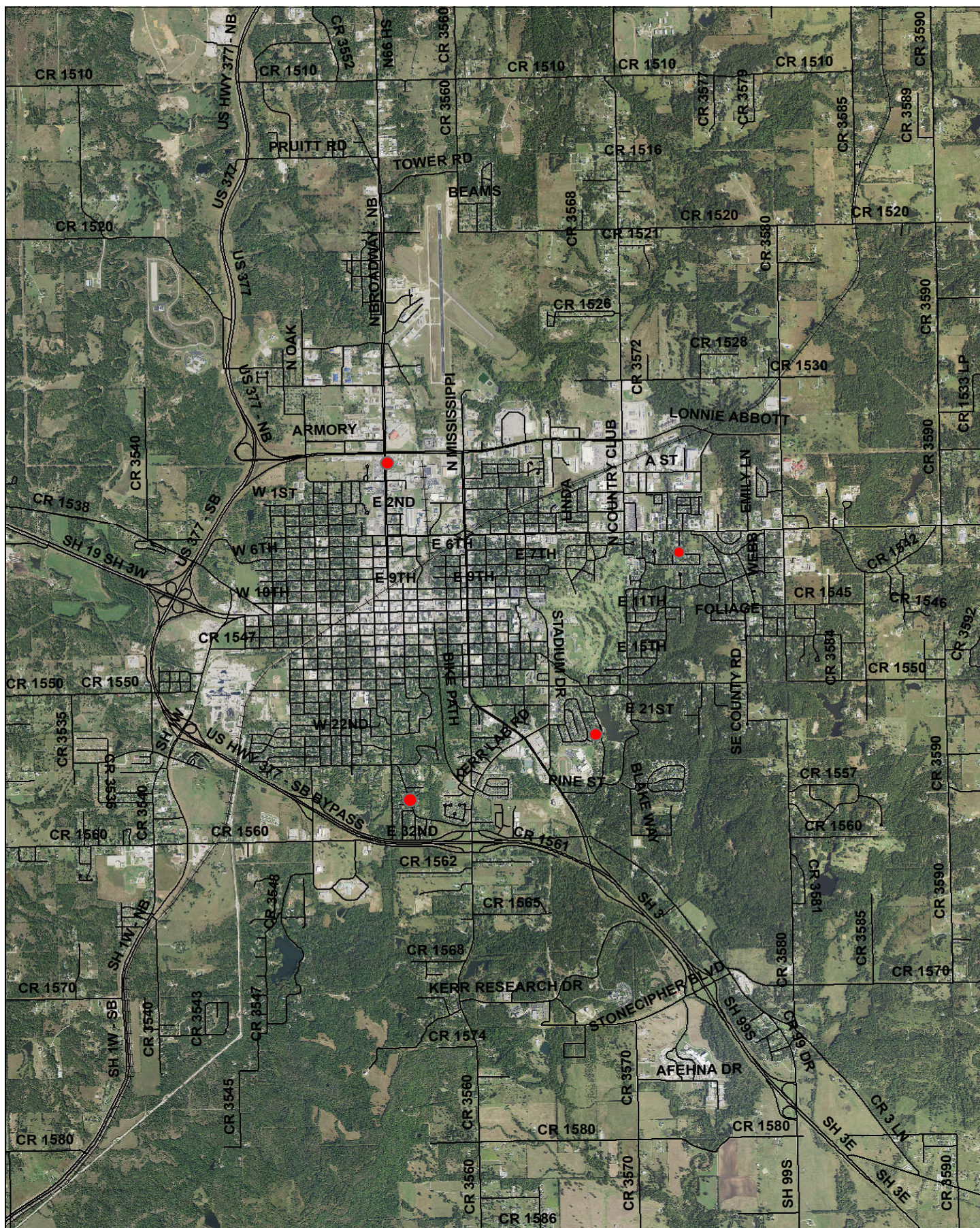
GENERAL NOTES:

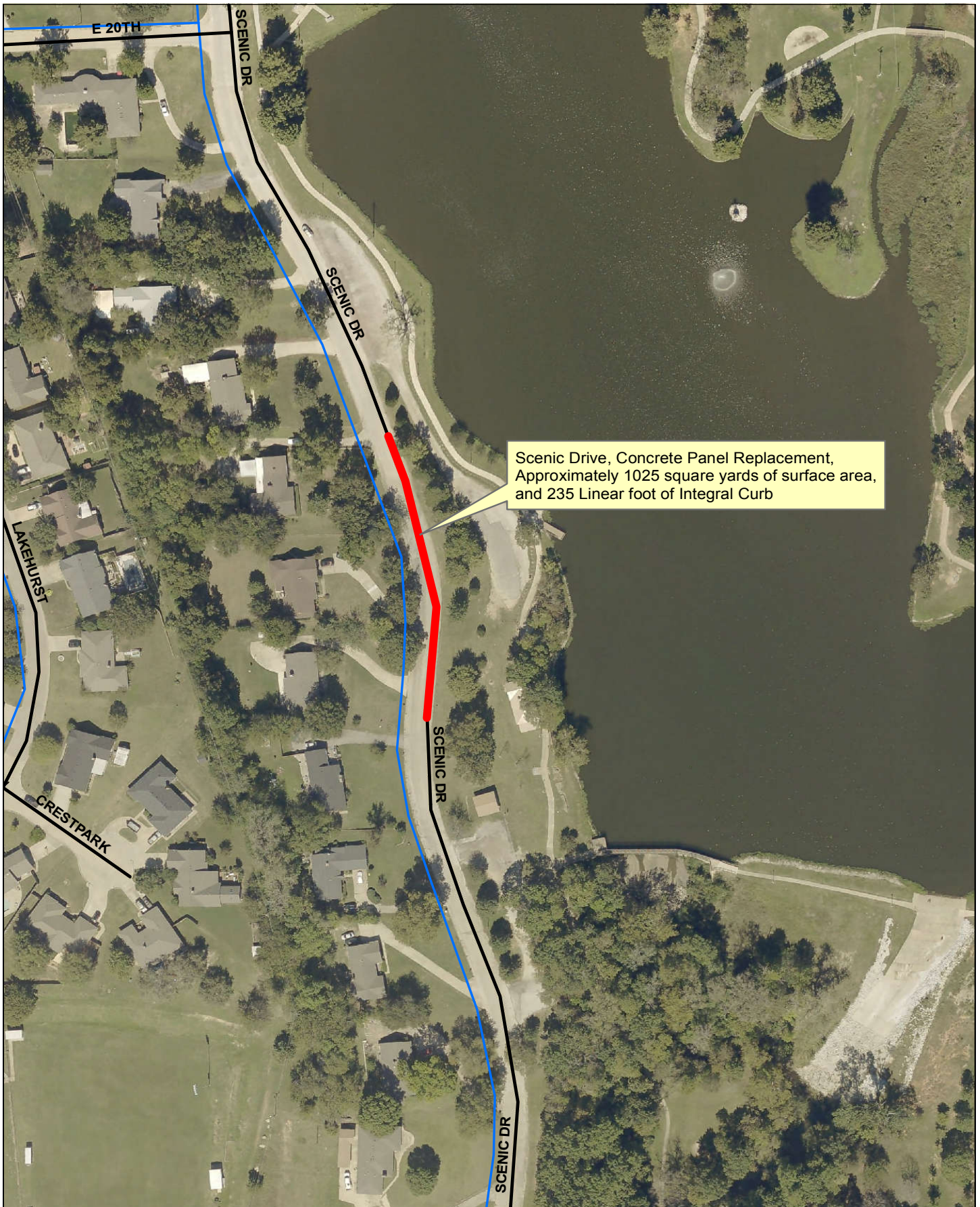
- 1) BACKFILL: AREA TO BE BACKFILLED AND COMPACTED AS PART OF FINISHING.
- 2) TOPSOIL: THE CONTRACTOR SHALL STRIP ALL AVAILABLE TOPSOIL, STOCKPILE THE MATERIAL AND REPLACE THE TOPSOIL ON FINISHED SLOPES IN ACCORDANCE WITH ODOT STANDARD SPECIFICATION SECTION 205. RESERVED TOPSOIL SHOULD BE SPREAD FIRST ON THE COMPLETED FILL SLOPES OR OTHER PRIORITY AREAS LOCATED BY THE ENGINEER. THE CONTRACTOR SHALL DETERMINE THE AMOUNT OF TOPSOIL REQUIRED AND INCLUDE ALL COSTS TO REMOVE STOCKPILE AND REPLACE THE TOPSOIL ON THE FINISHED SLOPES.
- 3) SUBGRADE SHALL BE COMPACTED TO A MINIMUM 95% DENSITY PER ODOT SECTION 310.04(B).
- 4) AGGREGATE BASE SHALL BE COMPACTED UNTIL A DENSITY OF NOT LESS THAN 98% MAXIMUM DENSITY PER AASHTO T-180 METHOD D PER ODOT SECTION 303.04(E).
- 5) CONTRACTOR SHALL REFER TO THE GEOTECHNICAL REPORT TO FAMILIARIZE HIMSELF WITH THE SOIL CHARACTERISTICS AND SELECT FILL MATERIAL REQUIREMENTS.

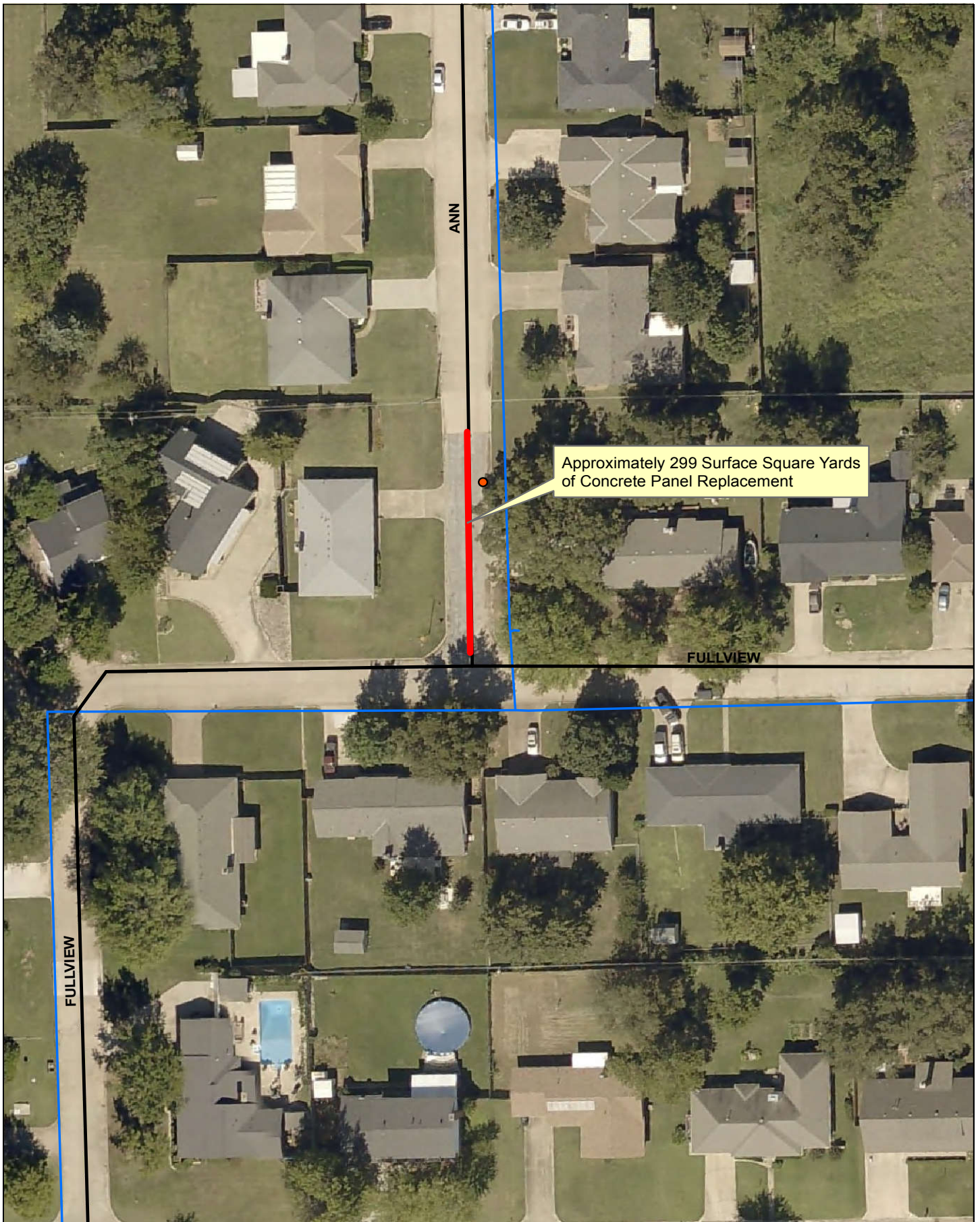
CITY OF ADA
PUBLIC WORKS
PH. 580-436-6300x255

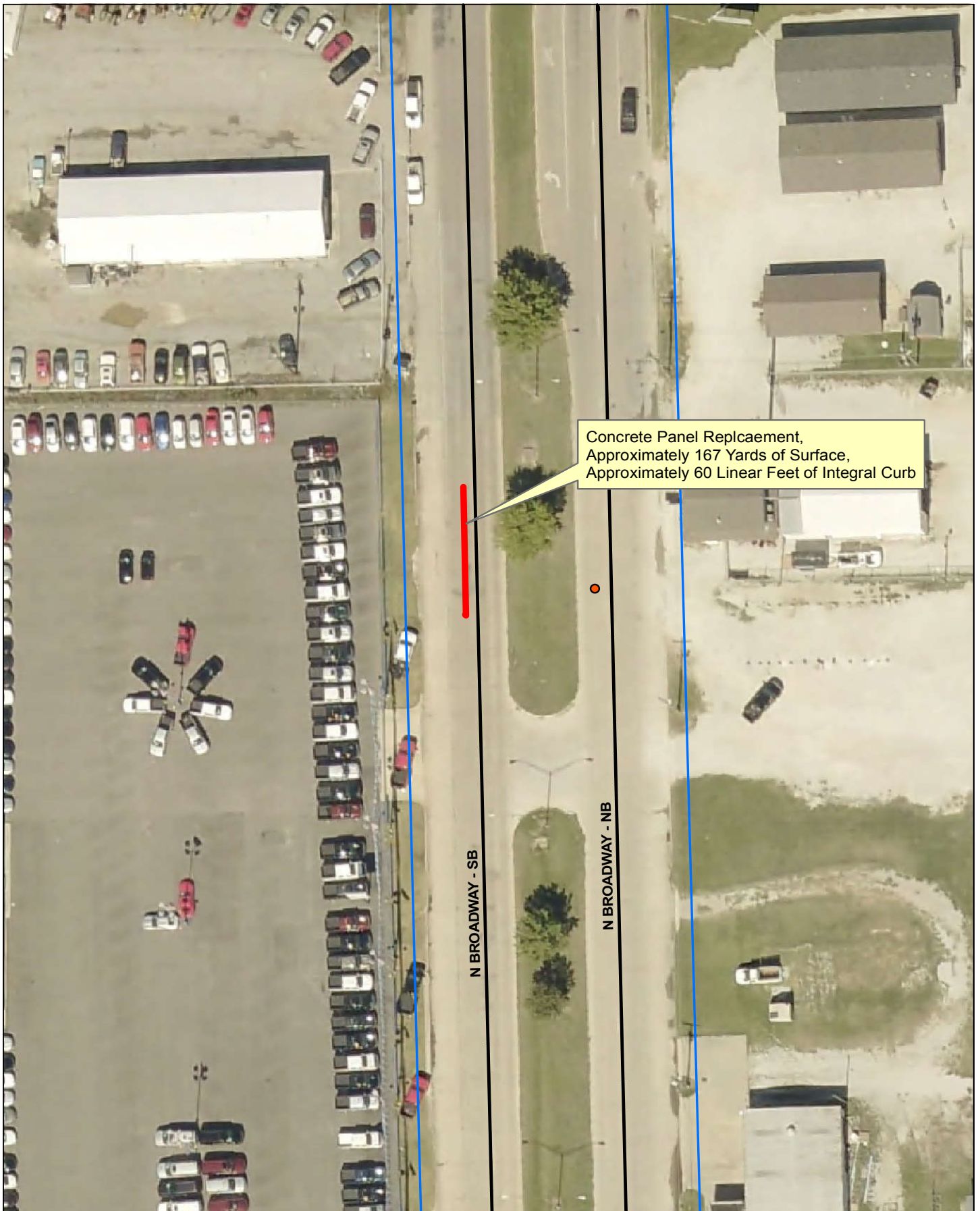
TYPICAL ROADWAY SECTION

DRAWN BY: MLW DATE: 4/2/19 SHEET: 1 OF 1











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
Concrete Panel Replacement Project
Bid #21-55-12
Bidder's Proposal

Scenic Drive

| <u>Item</u> | <u>Description</u> | <u>Approximate Quantity</u> | <u>Unit</u> | <u>Unit Cost</u> | <u>Bid Price</u> |
|-------------|-------------------------------|-----------------------------|-------------|------------------|------------------|
| 1. | Concrete Panel Replacement | 1,025.0 | SY | \$_____ | \$_____ |
| 2. | Integral Curb | 235.0 | LF | \$_____ | \$_____ |
| 3. | Traffic Control | 1.0 | LSUM | \$_____ | \$_____ |
| 4. | <u>Scenic Drive Bid Price</u> | | | | \$_____ |

Ann Avenue

| <u>Item</u> | <u>Description</u> | <u>Approximate Quantity</u> | <u>Unit</u> | <u>Unit Cost</u> | <u>Bid Price</u> |
|-------------|----------------------------|-----------------------------|-------------|------------------|------------------|
| 1. | Concrete Panel Replacement | 299.0 | SY | \$_____ | \$_____ |
| 2. | Traffic Control | 1.0 | LSUM | \$_____ | \$_____ |
| 3. | <u>Ann Ave. Bid Price</u> | | | | \$_____ |

South Broadway Blvd.

| <u>Item</u> | <u>Description</u> | <u>Approximate Quantity</u> | <u>Unit</u> | <u>Unit Cost</u> | <u>Bid Price</u> |
|--------------------|---------------------------------------|------------------------------------|--------------------|-------------------------|-------------------------|
| 1. | Concrete Panel Replacement | 247.0 | SY | \$_____ | \$_____ |
| 2. | Traffic Control | 1.0 | LSUM | \$_____ | \$_____ |
| 3. | <u>South Broadway Blvd. Bid Price</u> | | | | \$_____ |

North Broadway

| <u>Item</u> | <u>Description</u> | <u>Approximate Quantity</u> | <u>Unit</u> | <u>Unit Cost</u> | <u>Bid Price</u> |
|--------------------|---------------------------------|------------------------------------|--------------------|-------------------------|-------------------------|
| 1. | Concrete Panel Replacement | 167.0 | SY | \$_____ | \$_____ |
| 2. | Integral Curb | 60.0 | LF | \$_____ | \$_____ |
| 3. | Traffic Control | 1.0 | LSUM | \$_____ | \$_____ |
| 4. | <u>North Broadway Bid Price</u> | | | | \$_____ |

Total Project Bid Price \$_____

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

is: 100 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 must accompany contract.

Contract for Services

This Agreement, and entered into this _____ day of _____, 2020, by and between the City of Ada, Oklahoma, a municipal corporation, herein called the “City” and _____, a corporation, herein called the “Contractor.”

Witness:

Whereas, the City intends to replace concrete panels on 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 concrete panel replacement project. The streets to be address for concrete panel replacement are described as follows:

1117 Scenic Dr. (N. bound lane 13’ X 95’, no curb. N. & S. bound lanes 34’ X 235’, approximately 235 linear feet of integral curb. **623 Ann Ave.** (N. & S. bound lanes 23’ X 117’, curb and gutter not to be replaced unless specified.) **1705 S. Broadway Blvd.** (N. & S. bound lanes 20’ X 58’, no curb.) **1616 S. Broadway Blvd.** (N. bound lane 10’ X 55’, curb and gutter not to be replaced unless specified.) **1601 S. Broadway Blvd.** (N. bound lane 10’ X 51’, curb and gutter not to be replaced unless specified.) **109 N. Broadway** (S. bound lanes 25’ X 60’, approximately 60 linear feet of integral curb.)

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 concrete panel replacement of the described streets.

2. Scope of Services:

Contractor shall provide necessary personnel and equipment to prepare, furnish and replace Concrete Panels in accordance with the 2009 ODOT Standard Specifications and ODOT 2009 Roadway Design Standard Drawings, included but not limited to CSCD-5-4, LECS-4-2, and LTU-4-0.

Concrete Panel Replacement Square Yards Quantity shall include all cost associated with the Removal of Existing Pavement, Excavation as required, and installation of Geogrid Aggregate Base, Tie Bar Reinforcement, High Early Strength Concrete, Saw Joints, and Joint Sealing.

Specific requirements include:

1. Contractor shall be responsible for all traffic control required to complete the project.
2. Contractor shall be responsible for any clean up following completion of project.
3. Contractor shall be responsible for any damage done to adjacent property owners During Construction.
4. 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 100 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.

City of Ada

A Municipal Corporation
