

OKLAHOMA CITY WATER UTILITIES TRUST

PRICING AGREEMENT – CIMARRON CONSTRUCTION COMPANY, LLC

OKLAHOMA CITY WATER UTILITIES TRUST

By: Chris Browning
Chris Browning, General Manager

REVIEWED for form and legality.

Erin Keith
Assistant Municipal Counselor

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS.
COUNTY OF CANADIAN)

This instrument was acknowledged before me on this 21st day of, November 2024,
by Chris Browning, General Manager of the Oklahoma City Water Utilities Trust.



Tasha DeWitt
Notary Public # 17003122

My Commission Expires: 3/31/25

Supplier: Cimarron Construction Company, LLC

**BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION
STATEMENT**

**BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS
DOCUMENT PRIOR TO SUBMITTING IN THE ELECTRONIC BID SYSTEM**

**Please be aware that typing in your password acts as your electronic signature, which is
just as legal and binding as an original signature.**

(See Electronic Signatures in Global and National Commerce Act for more information.)

**THIS DOCUMENT MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID
OR THE BID WILL BE REJECTED**

INSTRUCTIONS: This document MUST be electronically signed and submitted with the bid for the bid to be valid. Failure to electronically sign the this document prior to submitting the electronic bid will result in rejection of your bid. This document constitutes your bid and will be the Pricing Agreement/Contract document under which you are to perform, should your bid be accepted, so it must be properly and completely executed. It is, therefore, essential that you are aware of its terms, as well as those contained in the specifications.

Submit this electronically signed document, along with all accompanying documents:

THIS PRICING AGREEMENT/CONTRACT is made and entered into, by and between **Cimarron Construction Company** hereinafter referred to as "Bidder" and The City of Oklahoma City, a municipal corporation, or a participating Public Trust of which The City of Oklahoma City is Beneficiary hereinafter referred to as the "Contracting Entity."

WITNESSETH:

WHEREAS, the governing body of the Contracting Entity has approved certain specifications and requested by notice that bids be submitted thereon; and

WHEREAS, this document until executed by the Mayor/Chairman of the Contracting Entity constitutes the Bidder's proposal; and

NOW, THEREFORE, that in consideration of the covenants, agreements and representations as hereinafter set forth, it is mutually agreed by the parties that:

1. The Bidder agrees to sell and deliver to the Contracting Entity, the items of material and/or services, specified in the pricing section of the electronic bid submittal, which is attached hereto and made a part of this Pricing Agreement/Contract. List the prompt payment discount, if any, for this agreement in the space provided below:

Discount for Prompt Payment **0% 0 Days**

2. The Bidder expressly warrants that all articles, material, and/or work covered in this Pricing Agreement/Contract will conform to the specifications and electronic bid documents attached to this bid and are hereby incorporated, as if set forth in full herein; and further warrants that the same shall be of good material and workmanship, and free from defects.

3. The Bidder understands that all bids are to be submitted in U.S. dollars at a firm price. Bids submitted in any currency other than U.S. dollars will be rejected.

4. The Bidder also understands that all invoices shall be submitted in U.S. dollars and agrees to accept payment in U.S. dollars as full satisfaction of the invoiced amount.

5. If any of the goods fail to meet the warranties contained in Paragraph 2, above, the Bidder, upon notice from the Contracting Entity, shall promptly correct or replace the same at the Bidder's expense. If the Bidder shall fail to so do, the Contracting Entity may cancel this order as to all such goods, and in addition, may cancel the then remaining balance of this order. After notice to the Bidder, all such goods will be held

at the Bidder's risk. The Contracting Entity may, at the Bidder's direction, make available such goods to be returned to the Bidder at the Bidder's risk, and all transportation charges, both to and from the original destination, shall be paid by the Bidder. Any payment for such goods shall be refunded by the Bidder unless the Bidder promptly corrects or replaces the same at the Bidder's expense.

6. The Contracting Entity agrees to pay to the Bidder the price and amount in accordance with Paragraph 1 above, based on the quantity actually purchased, upon delivery to and acceptance by the Contracting Entity, of the material and/or service[s] above described and upon the filing by the Bidder, and approval by the Contracting Entity, of a verified claim for the amount due.

7. The Bidder agrees, in connection with the performance of work under this Pricing Agreement/Contract:

a. That the Bidder will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The Bidder shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Bidder agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contracting Entity setting forth the provisions of this section, and;

b. That the Bidder agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Pricing Agreement/Contract.

8. In the event of the Bidder's non-compliance with the above non-discrimination clause, this Pricing Agreement/Contract may be canceled or terminated by the Contracting Entity. The Bidder may be declared by the Contracting Entity ineligible for further Pricing Agreement[s]/Contract[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Bidder.

9. The risk of loss or damage shall be borne by the Bidder at all times until the acceptance of goods, properly packed, by the Contracting Entity.

10. This Pricing Agreement/Contract, specifications, electronic bid submittal documents and any attachments constitutes the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not contained in or attached to this Pricing Agreement/Contract. This Pricing Agreement/Contract may not be modified or assigned unless approved in writing and signed by both parties.

11. The parties assume and understand that the variables in the Bidder's cost of performance may fluctuate; consequently, the parties agree that any fluctuations in the Bidder's costs will not alter the Bidder's obligations under this Pricing Agreement/Contract nor excuse performance or delay on the Bidder's part.

12. This Pricing Agreement/Contract shall be inoperative during such period of time that the aforesaid delivery or acceptance may be rendered impossible by reason of fire, Act of God or government regulation. Provided, however, to the extent that the Bidder has any commercially reasonable alternative method of performing this Pricing Agreement/Contract by purchase on the market or otherwise, the Bidder shall not be freed of any obligations hereunder by this clause, even though the goods intended for this Pricing Agreement/Contract were destroyed or their delivery delayed because of an event described above.

13. The shipping or receiving of any goods under this Pricing Agreement/Contract shall not be deemed, or be, a waiver of any right to damages for any prior failure to ship or receive any goods.

14. This Pricing Agreement/Contract shall be governed by the laws of the State of Oklahoma.

15. The Bidder shall be responsible for complying with all applicable federal, state and local laws.

16. If submitting a bid for services, the Bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

The undersigned individual states that the Bidder will be bound by all components of its bid, the specification, the terms and conditions of the Pricing Agreement/Contract, and the requirements for Bidders.

WITNESS the hands of the parties hereto:

THIS FORM MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID FOR THE BID TO BE VALID

Note: The owner or an officer of the business or corporation may sign this document. A Corporate Seal or a letter of authorization is needed for any other signer. For instance, if a Salesman or Manager signs this form, a letter of authorization or Corporate Seal is to be attached.

Don E. Noble

Type Name of Authorized Agent

President

Title of Authorized Agent

**Cimarron Construction Company, 7409 NW. 85th Street, 73132
Okc., Ok.**

Company Name and Address

Zip Code

(405) 728 1555 / (405) 728 5026

Telephone Number and Fax Number if any

**BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS
DOCUMENT**

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(See Electronic Signatures in Global and National Commerce Act for more information.)

**THIS FORM MUST BE ELECTRONICALLY SIGNED AND SUBMITTED
WITH THE BID OR THE BID WILL BE REJECTED**

Supplier: Cimarron Construction Company, LLC

NON-COLLUSION AFFIDAVIT

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT PRIOR TO SUBMITTING BID

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.

(See Electronic Signatures in Global and National Commerce Act for more information.)

The undersigned, of lawful age, being duly sworn, upon oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal/bid for, and on behalf of, the Proposer/Bidder; that the Proposer/Bidder has not, directly or indirectly, entered into any agreement, express or implied, with any Proposer/Bidder, having for its object the controlling of the price or amount of such proposal/bid, the limiting of the proposals/bids or the Proposers/Bidders, the parceling or farming out to any Proposer/Bidder or other persons, of any part of the Agreement or any part of the subject matter of the proposal/bid, or of the profits thereof, and that Proposer/Bidder has not and will not divulge the sealed proposal/bid to any person whomsoever, except those having a partnership or other financial interest with the Proposer/Bidder in the said proposal/bid, until after the said sealed proposals/bids are opened.

The undersigned further states that the Proposer/Bidder has not been a party to any collusion: among Proposer/Bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from proposing; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Agreement, or any other terms of the said prospective Agreement; or in any discussions between the Proposers/Bidders or City/Trust official, City/Trust employee or City/Trust agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement. The Proposer/Bidder states that it has not paid, given or donated or agreed to pay, give or donate to any City/Trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement pursuant to this Proposal/Bid.

Witness the hands of the parties hereto:

The undersigned states that the Proposer/Bidder will be bound by its proposal/bid, the specification, the terms and conditions of the Agreement, and the Requirements for Proposer/Bidders.

➔ ➔ THIS FORM TO BE COMPLETED BY THE PROPOSER/BIDDER PRIOR TO AGREEMENT APPROVAL ◀ ◀

Don E. Noble	President
Type Name of Authorized Agent/Representative	Title
Cimarron Construction Co.	
Company Name	
3501 NE 63rd Street	73121
Address	Zip Code
Oklahoma City, OK	
Telephone Number and Fax Number, if any	

TO BE COMPLETED BY THE NOTARY:

State of *)
Oklahoma) SSS
County of *)
Oklahoma	

[*State and County where notarized must be typed in for bid/proposal to be considered.][SAK.1]

Signed and sworn to before me on this **20th** day of **November,** **2024** by **Don E. Noble**
[Day] [Month] [Year] [Print the name of the agent/representative who signed above.]

My Commission Number: **08000561** **Shannon Moore**
[Oklahoma] Type Name of Notary Public
My Commission Expires: **1-14-28**
[Date/Year]

[49 Okla. Stat. 2011 §119]

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Supplier: Cimarron Construction Company, LLC

BIDDER MUST ELECTRONICALLY COMPLETE THIS FORM PRIOR TO SUBMITTING BID

SUPPLIER CONTACT INFORMATION

The purpose of this form is to assist various City Departments and Trusts with placing orders.

Sales Contact:

Company Name: Cimarron Construction Company
Address: 3501 NE 63rd Street, Oklahoma City, OK 73121
Contact Person: Chris McMurtrey Email Address: cm@cimarronconstructionco.com
Telephone Number: 405-728-1555 EXT104 Fax Number: 405-728-5026

Billing Contact:

Company Name: Cimarron Construction Company
Address: 3501 NE 63rd Street, Oklahoma City, OK 73121
Contact Person: Chris McMurtrey Email Address: cm@cimarronconstructionco.com
Telephone Number: 405-728-1555 EXT104 Fax Number: 405-728-1555

Service Contact:

Company Name: Cimarron Construction Company
Address: 3501 NE 63rd Street, Oklahoma City, OK 73121
Contact Person: Chris McMurtrey Email Address: cm@cimarronconstructionco.com
Telephone Number: 405-728-1555 EXT104 Fax Number: 405-728-5026

After Hours Emergency Number(s) 405-250-3146
After Hours Emergency Number(s) 405-659-0010
After Hours Emergency Number(s) 405-664-9130
After Hours Emergency Number(s) 405-659-8784

Supplier: Cimarron Construction Company, LLC

RFB OCWUT 11-25

Line Maintenance Standby Water Main Service

BID FORM A - REFERENCES

Reference No. 1

Name of Municipality or Organization:	Will Rogers Buisness Park
Physical Address (include City, State and Zip Code)	7501 SW 29th Street Oklahoma City, OK 73128
Contact Person and Title	Steve Williams - Property Manager
Contact Phone Number	4056880471
Contact E-mail address	
How long has this reference been your customer?	10+ Years
How many projects for this reference? Approximate length of each project?	20+ 5' to 40'
Describe the type of services provided for this reference.	Leak Repairs on High Pressure Fireline Loop
Provide specific details of a project that you completed.	Removed and Replaced Fireline Riser, Post Indicator Valve and associated pipe.
Do you have a service agreement with this customer? Please describe.	No
Approximate dollar volume of services annually?	<input type="checkbox"/> Less than \$10,000 per year <input checked="" type="checkbox"/> \$10,000 - \$50,000 per year <input type="checkbox"/> Greater than \$50,000 per year

RFB OCWUT 11-25
Line Maintenance Standby Water Main Service
BID FORM A - REFERENCES

Reference No. 2

Name of Municipality or Organization:	Hobby Lobby Inc
Physical Address (include City, State and Zip Code)	7707 SW 44th Street Oklahoma City, OK 73179
Contact Person and Title	Lonnie Glidewell
Contact Phone Number	405-745-1614
Contact E-mail address	lonnie.glidewell@hobbylobby.com
How long has this reference been your customer?	10+ Years
How many projects for this reference? Approximate length of each project?	30+ 5'-40'
Describe the type of services provided for this reference.	Underground Fireline, Domestic, Sewer Repairs. Across Hobby Lobby's Vast Campus.
Provide specific details of a project that you completed.	Replaced Fireline Riser and Pipe at 9' deep under paving and in a truck dock.
Do you have a service agreement with this customer? Please describe.	No we do not have a written agreement. We complete repairs and provide breakdown for labor, equipment and material with Invoicing.
Approximate dollar volume of services annually?	<input type="checkbox"/> Less than \$10,000 per year <input checked="" type="checkbox"/> \$10,000 - \$50,000 per year <input type="checkbox"/> Greater than \$50,000 per year

RFB OCWUT 11-25
Line Maintenance Standby Water Main Service
BID FORM A - REFERENCES

Reference No. 3

Name of Municipality or Organization:	
Physical Address (include City, State and Zip Code)	
Contact Person and Title	
Contact Phone Number	
Contact E-mail address	
How long has this reference been your customer?	Jonathan9130
How many projects for this reference? Approximate length of each project?	
Describe the type of services provided for this reference.	
Provide specific details of a project that you completed.	
Do you have a service agreement with this customer? Please describe.	
Approximate dollar volume of services annually?	<input type="checkbox"/> Less than \$10,000 per year <input type="checkbox"/> \$10,000 - \$50,000 per year <input type="checkbox"/> Greater than \$50,000 per year

Cimarron Construction Company, LLC

Bid Contact **Don E Noble**
DNoble@cimarroncco.com
Ph 405-728-1555
Fax 405-728-5026

Address **3501 NE. 63rd Street**
Oklahoma City, OK 73121

Qualifications **OKC PRE-QUALIFIED CONTRACTORS**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
OCWUT 11-25--01-01	Excavation: Excavation: Trenching with Backfill	Supplier Product Code:	First Offer - \$1,080.00	1 / linear foot	\$1,080.00 Y Y
OCWUT 11-25--01-02	Excavation: Excavation: Trenching with Backfill	Supplier Product Code:	First Offer - \$2,280.00	1 / linear foot	\$2,280.00 Y
OCWUT 11-25--01-03	Excavation: Excavation Extra Depth: Trenching with Backfill	Supplier Product Code:	First Offer - \$5,960.00	1 / linear foot	\$5,960.00 Y

Lot Total **\$9,320.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
OCWUT 11-25--02-01	Material Application: Material Application: Temporary Surfacing - Asphalt	Supplier Product Code:	First Offer - \$135.00	1 / ton	\$135.00 Y
OCWUT 11-25--02-02	Material Application: Material Application: Bedding - Crushed Rock	Supplier Product Code:	First Offer - \$135.00	1 / ton	\$135.00 Y

Lot Total **\$270.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
OCWUT 11-25--03-01	Pavement Cuts: Pavement Cut: Driveways, Curb, and Street	Supplier Product Code:	First Offer - \$110.00	1 / square yard	\$110.00 Y
OCWUT 11-25--03-02	Pavement Cuts: Pavement Cut: Driveways, Curb, and Street	Supplier Product Code:	First Offer - \$110.00	1 / square yard	\$110.00 Y
OCWUT 11-25--03-03	Pavement Cuts: Pavement Cut:	Supplier Product Code:	First Offer - \$85.00	1 / linear foot	\$85.00 Y

Driveways, Curb, and Street **Code:**

Lot Total **\$305.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
OCWUT 11-25-04-01	Work Zone/Traffic Control: Work Zone/Traffic Control when required	Supplier Product Code:	First Offer - \$2,050.00	1 / each	\$2,050.00 Y

Lot Total **\$2,050.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
OCWUT 11-25-05-01	Water Main Repair: Water Main Repair/Clamp: Small Diameter Pipe (4 to 6 inch pipe)	Supplier Product Code:	First Offer - \$8,150.00	1 / each	\$8,150.00 Y
OCWUT 11-25-05-02	Water Main Repair: Water Main Repair/Clamp: Large Diameter Pipe (8 to 12 inch pipe)	Supplier Product Code:	First Offer - \$18,250.00	1 / each	\$18,250.00 Y
OCWUT 11-25-05-03	Water Main Repair: Water Main Repair/Replacement: Small Diameter Pipe (4 to 6 inch pipe)	Supplier Product Code:	First Offer - \$1,288.00	1 / linear foot	\$1,288.00 Y
OCWUT 11-25-05-04	Water Main Repair: Water Main Repair/Replacement: Large Diameter Pipe (8 to 12 inch pipe)	Supplier Product Code:	First Offer - \$2,424.00	1 / linear foot	\$2,424.00 Y

Lot Total **\$30,112.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
OCWUT 11-25-06-01	Valves Replacement: Valve & Valve Box - Small Valve Replacement	Supplier Product Code:	First Offer - \$8,150.00	1 / each	\$8,150.00 Y
OCWUT 11-25-06-02	Valves Replacement: Valve & Valve Box - Large Valve Replacement	Supplier Product Code:	First Offer - \$25,250.00	1 / each	\$25,250.00 Y
OCWUT 11-25-06-03	Valves Replacement: Valves Replacement: Water Valve/Meter Boxes	Supplier Product Code:	First Offer - \$900.00	1 / linear foot	\$900.00 Y

Lot Total **\$34,300.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
OCWUT 11-25--07-01	Hydrant Replacement: Hydrant Replacement: Complete Replacement	Supplier Product Code:	First Offer - \$10,500.00	1 / each	\$10,500.00 Y

Lot Total **\$10,500.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
OCWUT 11-25--08-01	Water Service Line: Water Service Line - Short Replacement: 3/4 inch - 1.5 inch	Supplier Product Code:	First Offer - \$1,256.00	1 / linear foot	\$1,256.00 Y
OCWUT 11-25--08-02	Water Service Line: Water Service Line - Short Replacement: 2 inch	Supplier Product Code:	First Offer - \$1,372.00	1 / linear foot	\$1,372.00 Y
OCWUT 11-25--08-03	Water Service Line: Water Service Line - Long Replacement: 3/4 inch - 1.5 inch	Supplier Product Code:	First Offer - \$255.00	1 / linear foot	\$255.00 Y
OCWUT 11-25--08-04	Water Service Line: Water Service Line - Long Replacement: 2 inch	Supplier Product Code:	First Offer - \$272.00	1 / linear foot	\$272.00 Y

Lot Total **\$3,155.00**

Supplier Total **\$90,012.00**

Cimarron Construction Company, LLC

Item: **Excavation:Excavation: Trenching with Backfill**

Attachments

OCWUT 11-25 Bid Bond.pdf

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Cimarron Construction Company
as Principal, hereinafter call the Principal, and
Fidelity and Deposit Company of Maryland
a corporation duly organized under the laws of the State of Illinois
as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Oklahoma City and its Trusts, OK
as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Total Amount Bid Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the Principal has submitted a bid for
OCWUT 11-25 Line Maintenance Standby Water Main Service

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding
or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void and of no
force and effect.

Signed, sealed this 20th day of November, 2024



Jon Heuberg
(Witness)

Cimarron Construction Company

Don E. Mada
(Principal)
(Title)



Becky Killman

(Witness) Becky Killman

Fidelity and Deposit Company of Maryland

Deborah L Raper
(Surety) (Seal)
Deborah L Raper (Title) Attorney-in-Fact



AIA DOCUMENT A310 • BID BOND • AIA® • FEBRUARY 1970 ED. • THE AMERICAN
INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON D.C. 20006

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint to Clayton HOWELL, Vicki WILSON, Austin K. GREENHAW, J. Kelly DEER, Shelli R. SAMSEL, Travis E. BROWN, Jamie BURRIS, Vaughn P. GRAHAM, Vaughn P. GRAHAM, JR., Stephen M. POLEMAN, Deborah L. RAPER, Dwight A. PILGRIM, Gary LILES, Randy D. WEBB, Bobby Joe YOUNG, Aaron WOOLSEY, Carey L. KENNEMER, Kristin LEWIS, Joshua BRYAN, Becky KILLMAN of Tulsa, Oklahoma, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 04th day of January, A.D. 2024.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 04th day of January, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY MD
My Commission Expires JANUARY 27 2025



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20th day of November, 2024.



Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577
Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

2025

Tasha DeWitt
Management Specialist
The City of Oklahoma City
Utilities Department
Tasha.dewitt@okc.gov

OCWUT 11-25
Line Maintenance Standby Water Main Service

OCWUT 11-25 Line Maintenance Standby Water Main Service

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OCWUT 11-25 Line Maintenance Standby Water Main Service

(Published in the Journal Record on October 30, 2024, and November 6, 2024)

NOTICE TO BIDDERS

Notice is hereby given that Oklahoma City Water Utilities Trust (“Contracting Entity”) will receive electronic bids at the **OFFICE OF THE CITY CLERK, 200 North Walker Avenue, Oklahoma City, Oklahoma 73102** until 10:00:00 a.m., on the 20th day of November 2024, for the following:

BID: OCWUT 11-25 - Name of Bid: Line Maintenance Standby Water Main Service

The Contracting Entity has partnered with Periscope (formerly BidSync) to accept bids electronically. You are invited to submit a bid electronically through the Periscope system to supply the goods and/or services specified in the electronic bid packet. The Contracting Entity does not provide access to a computer for electronic bidding or electronic bid submission. Bidders must register in advance with Periscope at <https://prod.bidsync.com/the-city-of-oklahoma-city> in order to submit an electronic bid. The Contracting Entity recommends potential Bidders register and become familiar with the Periscope electronic bidding process in advance of submitting a bid. There is no charge to the Bidder for registering or submitting an electronic bid to the Contracting Entity through Periscope. Instructions on how to get registered to bid through Periscope can be found on The City of Oklahoma City’s website at <https://www.okc.gov/departments/bidding>.

Bidders shall be pre-qualified as “Class C Water Pipeline Contractor”.

Bids shall be made in accordance with this Notice to Bidder, General Instructions and Requirements for Bidders, Oklahoma Open Records Act and Confidential Information, the Specifications, the Agreement & Non-Discrimination Statement, the Non-Collusion Affidavit, the Business Relationship Affidavit, and any other documents which are included in the complete electronic bid packet. The Agreement must be completed, signed, and submitted electronically through Periscope for the bid to be valid.

Bids timely submitted electronically through Periscope shall be opened at the time stated above or later in the City Clerk’s Conference Room, located on the 2nd floor of the Municipal Building. The Periscope system does not allow bids to be submitted after the above stated date and time. There will be no exceptions to this policy. All bids shall remain on file at least 48 hours before an Agreement shall be made and entered.

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GENERAL INSTRUCTIONS AND REQUIREMENTS FOR BIDDERS

THESE INSTRUCTIONS, REQUIREMENTS AND ANY SPECIAL INSTRUCTIONS CONTAINED IN THE SPECIFICATIONS ARE A PART OF THE TERMS AND CONDITIONS OF THE BIDDER'S IRREVOCABLE BID AS A FIRM OFFER. ANY EXCEPTIONS TO THESE INSTRUCTIONS, REQUIREMENTS OR SPECIFICATIONS MUST BE SPECIFIED AND SUBMITTED WITH THE BIDDER'S BID. THIS CAN BE ACCOMPLISHED BY SUBMITTING AN ALTERNATE OFFER, IF AVAILABLE ON THE BID, OR BY ENTERING INFORMATION INTO THE "NOTE TO BUYER" FIELD. A BIDDER MAY ALSO SUBMIT EXCEPTIONS BY UPLOADING A SEPARATE DOCUMENT LABELED "EXCEPTIONS" INTO THE PERISCOPE SYSTEM. FAILURE TO INDICATE ANY EXCEPTIONS WILL BE REGARDED AS FULL ACCEPTANCE OF THE REQUIREMENTS, INSTRUCTIONS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET AND ANY OTHER BID DOCUMENTS RELATED TO THIS BID.

1. **EXAMINATION BY BIDDERS:** All Bidders must examine the specifications, drawings, schedules, special instructions and these general instructions and requirements prior to electronically submitting any Bid/Pricing Agreement/Contract. Failure to examine is at the Bidder's own risk as Bidder will be held to the terms, conditions and requirements therein.
2. **SUBMISSION OF FORMS REQUIRED FOR PRICING AGREEMENT/CONTRACT AWARD:** All bids must be completed electronically, on the forms provided by the Contracting Entity through the electronic bidding system. Bids will not be considered unless the Bid/Pricing Agreement/Contract form is completed, signed and submitted by the Bidder in the electronic bidding system and accompanied by a Bid Security or Bid Bond, Non-collusion Affidavit, Business Relationship Affidavit, and Bidder references. A Letter of Authorization should also be attached and submitted when the Bidder is not authorized by statute and the Bidder's organizational and establishing documents to sign and bind the Bidder to the Bid/Pricing Agreement/Contract documents. The Business Relationship Affidavit must be executed by the Bidder or an authorized agent and notarized. The Anti/Non-Collusion Affidavit must be executed by the Bidder or an authorized agent and notarized. The notarization must contain:
 - (a) The notary's signature (electronic signature);
 - (b) Jurisdiction where notarization took place (i.e., State of __, County of __);
 - (c) Date of notarization;
 - (d) The notary's commission expiration date;
 - (e) The notary's commission number (Oklahoma);
 - (f) The notarial seal (the notary seal is not required for electronic notarization); and
 - (g) Comply with all other applicable laws. The anti/non-collusion affidavit must be submitted electronically with the electronic bid packet.

The "Bid Security" is that security submitted with the Bid which shall be in the form of a certified check, cashier's check or Bid Bond equal to five percent (5%) of the expected expenditure \$600,000 or of an irrevocable letter of credit in the amount of five percent (5%) of the expected expenditure \$600,000 and issued in accordance with the provisions of the Public Competitive Bidding Act of 1974, as amended. If submitting an irrevocable letter of credit, certified check and/or cashier's check, it must be hand delivered to the Office of the City Clerk, 2nd Floor, Municipal Building, 200 N. Walker Avenue, Oklahoma City, Oklahoma 73102 prior to Bid Time.

3. **SUBMISSION OF BIDS ELECTRONICALLY TO THE CITY CLERK/SECRETARY:** Bids must be submitted electronically through Periscope and shall be opened at the time stated in the Notice to Bidders, or later, in the City Clerk's Conference Room, located on the 2nd floor of the Municipal Building. The Periscope system does not allow bids to be submitted after the deadline. There will be no exceptions to this policy. All bids shall remain on file at least 48 hours thereafter before a Pricing Agreement/Contract shall be made and entered into thereon.
4. **DESCRIPTIVE TERMS:** Unless the term "no substitute" is used, the use of brand name, manufacturer, make, or catalog designation in describing an item does not restrict Bidders to that particular brand name, etc. The term is simply to indicate the type, character, quality and/or performance equivalence of the item desired. However, the proposed substitution item must be of such character, quality and/or performance equivalence as indicated in the specifications. A proposed substitute item must include complete data as to the manufacturer's name, type, model number, any descriptive bulletins and specifications. This data can be uploaded electronically through the electronic bidding system.
5. **EXCEPTIONS:** Any exceptions or variances to these instructions or specifications must be submitted with the Bidder's bid. This can be accomplished by submitting an alternate offer, if available on the bid, or by entering information in the "Note to Buyer" field. A Bidder may also submit exceptions by uploading a separate document labeled "Exceptions" into the Periscope system. Failure to indicate any exceptions will be construed to mean that the Bidder offers to furnish the exact commodity as described in the bid specifications and as full acceptance of the

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requirements, instructions, and specifications contained in this bid packet and any other bid documents related to this bid.

6. **UNIT PRICES:** A unit price for each unit bid must be shown and include any applicable taxes, delivery, and packaging and/or packing, if any, unless otherwise specified. If there is an estimated quantity stated as such in the specifications, the estimate is not a guarantee of the quantity which may be purchased. When the quantity in the Periscope system is listed as "1", Bidder shall bid the per individual unit price. The Contracting Entity may purchase one or more bid items at any given time throughout the term of the Bid/Pricing Agreement/Contract. The Periscope system will calculate the total based on the quantity requested by the Contracting Entity and the price entered by the Bidder. The Periscope system will calculate the bid price based on the quantity and price. Items bid as an estimated quantity will be awarded on a "no guarantee" basis. Prices shall be extended in decimals, not fractions, and shall include transportation and delivery charges, prepaid by the Bidder to the destination specified in the special instructions of the specifications.
7. **EXEMPTIONS FROM CERTAIN TAXES:** The purchase of certain goods or services by the Contracting Entity is exempt from the payment of excise, transportation, use, and sales tax imposed by the federal, state and/or city governments. Such taxes must not be included in the bid prices. Any taxes that are not exempt must be included in the bid price. No additional payment or compensation will be made for taxes.
8. **PAYMENTS AND DISCOUNTS:**
 - (a) Payment for goods and services as specified in the Bid/Pricing Agreement/Contract shall be processed promptly after completion of delivery and acceptance of items and after receipt from Bidder of properly prepared invoice(s) and/or notarized claim voucher(s), if applicable. Purchases may be made by certain City or Trust employees using a purchasing card. Employees of Contracting Entity are required, when possible, to use a purchasing card for purchases under the amount of \$5,000 for a single transaction. For single transactions over \$5,000, the Bidder may request payment be completed by issuance of a purchase order. Processing fees may not be added when a purchasing card is used. The bid price shall cover any fees a bidder may incur.
 - (b) Discounts for prompt payment will not be considered in bid evaluations, unless otherwise specified. Discounts offered by the Bidder will be taken, however, if payment is made within the discount period.
 - (c) Late charges cannot be assessed against Contracting Entity.
9. **LATE INVOICES:** If the purchase order indicates that the purchase is being made with City funds, all unpaid invoices pertaining to this Bid/Pricing Agreement/Contract must be recorded in the Finance Department, Accounts Payable Section, or in the Office of the City Clerk on or before September 30 for all debts incurred during the prior fiscal year (July 1 through June 30) or said invoice shall be void and forever barred. (See 62 Okla. Stat. 2010 § 310.4).
10. **DELIVERY:**
 - (a) All bid prices quoted shall be based on delivery F.O.B. Oklahoma City, Oklahoma or to any points located within the municipal corporate limits (unless otherwise stated in the bid specifications) with all charges prepaid to the actual point of delivery.
 - (b) Bids must show the number of days required for delivery under normal conditions. Unrealistically short or long delivery promises may cause bids to be rejected. A successful Bidder is required to keep the purchasing department advised at all times of the status of the order and delivery. All goods or services shall be delivered within thirty (30) days from the date of the award of the Bid/Pricing Agreement/Contract, unless specified otherwise.
11. **AWARD OF PRICING AGREEMENT/CONTRACTS:** The Contracting Entity reserves the right to: award by item, groups of items or all items of the bid; to reject any or all bids in whole or in part; and, waive technical defects, irregularities and/or omissions.
12. **PERFORMANCE BONDS:** If required by the specifications, the successful Bidder must post the performance bond, a certified or cashier's check in the amount required prior to award of Bid/Pricing Agreement/Contract.
13. **PATENTS:** The Bidder agrees to indemnify and save harmless the Contracting Entity, including any of Contracting Entity's employees, the purchasing agent and assistants from all suits and actions of every nature and description brought against the Bidder and/or any assistants because of, or for the use of, patented or licensed appliances, products, or processes. The Bidder shall pay all royalties and charges which are legal, and equitable evidence of such payment or satisfaction shall be submitted upon request of the Contracting Entity, as a necessary requirement in connection with the final execution of any Bid/Pricing Agreement/Contract in which patented or licensed appliances, products, or processes are to be used.
14. **TERMINATION:**
 - (a) The performance of services and/or the delivery of items under any Bid/Pricing Agreement/Contract may be terminated by the Contracting Entity, in whole or in part, whenever it is determined to be in the best interest of the Contracting Entity.

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- (b) Any such termination will be affected by delivery to the Bidder of a termination notice specifying the extent to which performance or services and/or delivery of ordered commodities is terminated, and the date the termination becomes effective.
 - (c) After receipt of a termination notice, the Bidder shall stop performance of services and/or accept no further orders under the Pricing Agreement/Contract.
- 15. COMPLIANCE WITH APPLICABLE LAWS:** All Bidders must comply with all applicable federal, state or local laws and regulations, including Title VI and all provisions of the Civil Rights Act of 1964 42, U.S.C. §§ 2000d, -et seq.
- 16. SELF-INSURED:** The Contracting Entity is self-insured for its own negligence. The liability of the Contracting Entity for acts of negligence are limited and subject to the Governmental Tort Claims Act, 51 O.S. §§ 151, *et seq.*
- 17. RIGHT TO AUDIT:** The Contracting Entity shall at all times have the right to examine books, papers and records of the successful Bidder relative to all aspects of the Bid/Pricing Agreements/Contracts awarded as a result of this bid to confirm Bid/Pricing Agreement/Contract compliance. Failure to provide the requested information may result in termination of the Bid/Pricing Agreement/Contract. This right to audit only affects Bid/Pricing Agreement/Contract compliance as a result of this bid and does not apply to Bidder records beyond the scope of the Bid/Pricing Agreement/Contract.
- 18. REFERENCES:** The Contracting Entity has requested references from Bidders. Bidder must complete the references and submit such references with the bid.
- 19. BID EVALUATION:** Bids will be evaluated based upon the lowest overall cost to the Contracting Entity and a Bidder's responsiveness to the requirements of the specifications. The Contracting Entity retains the right to waive minor deficiencies of specifications, technicalities, or informalities in a bid, provided that the best interest of the Contracting Entity would be served without prejudice to the rights of other Bidders.

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OKLAHOMA OPEN RECORDS ACT AND CONFIDENTIAL INFORMATION

All materials submitted to the Contracting Entity pursuant to this Bid or Proposal potentially become subject to the mandates of the Oklahoma Open Records Act, O.S. §§ 24A.1. *et seq.* The purpose of this Act is to ensure and facilitate the public's right of access to and review of government records, so they may efficiently and intelligently exercise their inherent political power. Almost all "records," as that term is defined in the Act, may be disclosed to the public upon request. Except where specific state or federal statutes create a specific and express exemption or confidential privilege, persons who submit information to public bodies have no right to keep this information from public access nor have a reasonable expectation that this information will be kept from public access.

If you believe that any of the information you have submitted to the Contracting Entity pursuant to this Bid or Proposal is exempt or confidential under a specific state or federal statute, and therefore not subject to public access under the Oklahoma Open Records Act, you must comply with the following:

1. Place said documents/records in a separate electronic file attachment marked "Confidential". DO NOT label your entire Bid or Proposal as "Confidential" – label only those portions of the Bid or Proposal that you feel are exempt or are made confidential by state or federal law as "Confidential".
2. For each such document for which you are claiming an exemption or a confidential privilege, identify the federal and/or state law that creates said privilege, e.g., for trade secrets, see 21 O.S. § 1732 (Larceny of Trade Secrets) and the Uniform Trade Secrets Act, 78 O.S. §§ 85, *et seq.*

Should an Open Records request be presented to the Contracting Entity requesting information you have identified as "Confidential," you will be responsible for defending your position in the District Court, if needed.

If you fail to identify any records submitted as part of your Bid or Proposal as "Confidential," you are agreeing that said records are not exempt or confidential and are subject to public access.

Upon receipt of a request by a third party to review or copy records properly identified as "Confidential," you will be notified of the request and thereby given an opportunity to immediately enforce and protect your rights by initiating an action in a court of competent jurisdiction. Should you fail to timely bring an action to enforce your rights, then the requested records will be released by the Contracting Entity based upon its determination of the application of the Oklahoma Open Records Act.

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SPECIFICATIONS

INTENT OF CONTRACT

The Oklahoma City Water Utilities Trust (OCWUT), "Contracting Entity" invites firms to submit bids for standby water and sewer main services of various types and sizes, restore service to water line breaks, service leaks and valves, associated equipment for these services, as well as field service personnel for job site work and other related services at various locations citywide. The intent of this pricing agreement is to procure services for emergency maintenance needs to sustain current operations to utility customers.

CONTRACTING ENTITY

The term "Contracting Entity" as used throughout this Bid/Pricing Agreement/Contract shall mean OCWUT and/or The City of Oklahoma City and any participating Public Trust which chooses to avail itself of the goods or services from the resultant Bid/Pricing Agreement/Contract. Should a participating Public Trust, of which The City of Oklahoma City is Beneficiary, choose to avail itself of goods or services from the resultant Bid/Pricing Agreement(s)/Contract(s), the Bidder(s) will honor the terms and conditions, including price, of the Bid/Pricing Agreement(s)/Contract(s).

BIDDER

Upon award of this Bid/Pricing Agreement/Contract, the term "Bidder" shall mean the contracting party supplying the goods and/or services.

The enclosed affidavit must be signed, sealed, notarized, and returned with your bid. If the person signing the pricing agreement documents is not President, Vice-President, or Chief Executive Officer of your company a letter of authorization must be completed and enclosed with the bid submission. Please note, failure to properly execute these documents and/or follow instructions given may result in a recommendation to reject your bid.

Bidders shall be pre-qualified for the specific type or types of construction, as provided in the City of Oklahoma City's "Standard Specifications for the Construction of Public Improvements", unless prequalification is specifically waived in the Special Provisions for the project. The City Clerk will not tabulate the submission of any proposed Bidder who is not listed, at the time for receipt of Bids, as pre-qualified for the type or types of work required for the project and such submission will not be considered by the Contracting Entity.

SCOPE OF PRICING AGREEMENT/CONTRACT

The Bidder shall furnish and supply the services listed below in accordance with the terms, conditions and provisions set forth herein.

The Contracting Entity reserves the right to award this Bid/Pricing Agreement/Contract to a single Bidder or to multiple Bidders, whichever is deemed to be in the best interest of the Contracting Entity. You may bid on some or all items. If you choose not to bid on one of the

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items respond by typing, "No Bid" in the "Note to Buyer" field of the Line Item in the Periscope system. If the Bidder does not provide a response, it will be considered a "No Bid" item.

The Bidder(s) will be utilized on an as-needed basis to ensure rapid response during times of water emergencies. It is anticipated that repairs will be assigned one location at a time. If a Bidder has not completed all the water line repairs assigned to the Bidder and the Trust requires additional repairs, another Bidder awarded by the Trust will be utilized. The Trust reserves the right to assign repairs to subsequent Bidders as needed. The Bidder(s) may be required to complete work under pressure of time constraints due to the immediate need to satisfy the public water and wastewater needs.

Bidders shall be pre-qualified as "Class C Water Pipeline Contractor".

SUBSTITUTE OFFERS

If the bid specifications provide that the Contracting Entity is accepting substitute offers for a good or service, this option will be available for bidders in Periscope when completing the electronic bid packet. The Contracting Entity is under no obligation to accept a substitute offer.

PRICING AGREEMENT/CONTRACT PERIOD

Notwithstanding any other provision in the Bidding Documents, the Bid/Pricing Agreement/Contract shall be effective for a period of three (3) years, with an option to renew for one (1) additional three (3) year term, as approved by the Contracting Entity. The Bid/Pricing Agreement/Contract shall be in effect commencing on the date of the award as approved by the Contracting Entity.

The Bidder's performance will be evaluated on an ongoing basis during the term of the Bid/Pricing Agreement/Contract. Based on these evaluations, the OCWUT's General Manager and/or appointed designee will determine if any problems exist. The following criteria will be applied in the Bid/Pricing Agreement/Contract evaluation performance process:

- The ability, capacity, and skills utilized by the contracted Bidder in the performance of the Bid/Pricing Agreement/Contract and providing the services required;
- Whether the contracted Bidder performed the requirements of the Bid/Pricing Agreement/Contract in providing the service promptly, or within the time specified, without delay or interference;

The Contracting Entity reserves the right to apply Contract Cancellation/Order of Precedence in the event of Bidder's inability to perform the requirements of the Bid/Pricing Agreement/Contract.

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PRICING AGREEMENT CANCELLATION/ORDER OF PRECEDENCE

The Contracting Entity reserves the right to cancel this pricing agreement within 30 days' written notice to said Bidder in the event of the contracted Bidder's inability to satisfactorily perform the requirements of the contract.

In the event of an inconsistency between provisions of this Bid/Pricing Agreement/Contract, the inconsistency shall be resolved by giving precedence in the following order: (i) Bid/Pricing Agreement/Contract articles, (ii) Technical Specifications, (iii) Specifications, (iv) Notice to Bidders (v) General Instructions and Requirements for Bidders, (vi) other requirements provided by the Contracting Entity in the bid packet, then (vii) attachments, notes, and exceptions by Bidder.

PRICING AGREEMENT/CONTRACT RENEWAL OPTION

Should the Contracting Entity desire to renew the Pricing Agreement/Contract, a written preliminary notice will be furnished to the Bidder prior to the expiration date of the Pricing Agreement/Contract. (Such preliminary notice will not be deemed to commit the Contracting Entity to renew.)

Upon receipt of the Contracting Entity's preliminary notice, the Bidder shall, if desired, submit a written agreement to continue Pricing Agreement/Contract performance for an additional three (3) year period.

Should the Contracting Entity exercise this option for renewal, the Pricing Agreement/Contract as renewed shall be deemed to include this option provision except that the total duration of this Pricing Agreement/Contract, including any renewals, shall not exceed six (6) years without approval of the Contracting Entity.

In all cases Pricing Agreement/Contract renewals must be approved by the Contracting Entity.

RESPONSE TIME

The successful bidder shall be required to appear on site as specified after receipt of a work order from the Contracting Entity. The standard response time will be 24 hours.

INSPECTION AND ACCEPTANCE AT WORK SITE

Final inspection and acceptance shall be at the work site. Although source inspection by the Contracting Entity is not anticipated under this pricing agreement, the provisions of this article shall in no way be construed to limit the rights of the Contracting Entity to otherwise conduct source inspections, which it deems to be appropriate.

ESTIMATED ANNUAL REQUIREMENTS (NO GUARANTEE)

For this RFB, the Bidders are not purchasing any materials. All materials will be provided by OCWUT. The Bidder will be required to pick up materials at the warehouse and transport the materials to the jobsite. Upon completion of a project, the Bidder is responsible for returning extra materials to the warehouse.

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PAYMENT METHODS

The ordering departments will utilize purchase order numbers or purchasing cards for ordering the goods and services they require as the need arises during the Pricing Agreement/Contract period.

The Contracting Entity shall not be held liable for any damages sustained by any Bidder for delivery of goods or services awarded by Pricing Agreement/Contract unless accompanied by an authorized purchase order or purchasing card reference name and number. Delivery of goods or services to any department of the Contracting Entity without a purchase order document, purchase order number or purchasing card reference name and number given at the time the order is placed shall constitute an unauthorized purchase.

PAYMENT/INVOICE

Payments will be processed promptly after completion of service and after receipt of properly prepared invoices. The original invoices and payment correspondence must be emailed to LMutilityrepairs@okc.gov for review and approval. If the original invoice is sent to any other address, payment will be delayed or may not be processed at all.

Invoices must contain the following information:

- a) Bidder's name and address
- b) Ship to address (department name)
- c) Purchase order number - **MUST BE INDICATED ON THE INVOICE**
- d) Itemization of each service to include:
 - 1) description
 - 2) unit price
 - 3) quantity
 - 4) total price
- e) Total amount of invoice
- f) Date of service completion

Invoices should not reflect any outstanding backorders.

COST ADJUSTMENT TERMS

Prices shall remain firm throughout the first twelve months of the contract period. At the request of the bidder, unit prices can be adjusted annually based on the year-over-year increase or decrease in the U.S. Bureau of Labor's Consumer Price Index, South Region. To find the CPI-U (South Region, All Urban Consumers), go to www.bls.gov/cpi. Charts are available on this website to show CPI for the previous 10 years.

For purposes of calculating an adjustment for the ensuing year, the base rate for the adjustment shall be the Target unit cost and labor rates in effect on the last day of the previous twelve months of the Agreement. Adjustments to the unit prices will be made only in units of one cent (\$0.01).

Cost adjustments are calculated in the following manner:

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New Unit Price = Existing unit price(s) * (((CPI_n – CPI_o)/CPI_o)+1)

Where, CPI_n = Consumer Price Index-U (All Urban Consumers), South Region, all items for the calendar month and year of the adjustment.

CPI_o = Consumer Price Index-U (All Urban Consumers), South Region, all items for the previous calendar month and year.

A valid written request consists of the following:

- Letter requesting price increase(s) must be submitted on your company letterhead along with the combined CPI_n and CPI_o chart from www.bls.gov/cpi.
- Signed by an officer or someone authorized to execute contracts on the company's behalf
 - Reference the assigned contract number
 - Reference the Contracting Entity's bid number
 - Reference the title of the contract (e.g. OCWUT 11-25 Line Maintenance Standby Water Main Service, etc.)
- Must be submitted to: The City of Oklahoma City, Utilities Department, Contracts Administration Section, 420 W. Main Street, Suite 500, Oklahoma City, OK 73102. Requests emailed to ww-procurement@okc.gov are acceptable.

GENERAL PROVISIONS

The following documents are attached or by this reference incorporated as a part of this Pricing Agreement/Contract:

- a. Bid/Pricing Agreement/Contract Form & Non-Discrimination Statement
- b. General Instructions and Requirements for Bidders
- c. Oklahoma Open Records Act and Confidential Information
- d. Anti/Non-collusion Affidavit
- e. Supplier Contact Information
- f. Vendor Registration Form
- g. W-9 Form
- h. Exhibit A – Scope of Work
- i. Exhibit B – Samples of Required Bonds
- j. Bid Form A – References (3)
- k. Letter of Authorization

INSURANCE REQUIREMENTS

The following insurance requirements are applicable and must be obtained prior to contract award if the bid submitted includes on-site installation, on-site maintenance services or other repair services to be performed on the Contracting Entity's property, or if insurance coverage is otherwise requested by the Contracting Entity.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:
The Bidder shall carry Worker's Compensation Insurance in amounts as prescribed by the laws of the State of Oklahoma.

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GENERAL LIABILITY INSURANCE: The Bidder shall carry a general liability insurance policy to protect the Bidder and any the Contracting Entity as Additional Insured from claims for property damage and bodily injury including death, or other loss which may arise directly or indirectly from the activities, omissions, and operations of the Bidder under the Agreement, whether such activities, omissions, and operations be by the Bidder, its subcontractor, or by anyone employed by or acting for the benefit of the Bidder in conjunction with this Agreement. The general liability policy shall have at a minimum, the following coverage amounts:

Property Damage Liability - Limits shall be carried in the amount of not less than twenty-five thousand dollars (\$25,000) to any one person for any single claim for damage to or destruction of property arising out of a single act, accident, or occurrence.

All Other Liability - In the amount not less than one hundred seventy-five thousand dollars (\$175,000) for claims including accidental death, personal injury, and all other claims to any one person out of a single act, accident, or occurrence.

General Aggregate Limit- In an amount not less than one million dollars (\$1,000,000) for any number of claims arising out of a single act, occurrence or accident.

AUTOMOBILE LIABILITY INSURANCE – The Bidder shall maintain automobile insurance coverage in, at a minimum, the amounts required by Oklahoma law as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles and equipment when said vehicles or equipment is utilized to meet the requirements of this contract.

The insurance policies required herein shall be issued by a company authorized to do business in the state of Oklahoma and acceptable to Contracting Entity. Upon request, the Contracting Entity shall be furnished with a Certificate of Insurance evidencing all the above-referenced requirements. All policies shall be in the form of an “occurrence” insurance coverage or policy. If any insurance is written in a “claims made” form, the Bidder shall also provide tail coverage that extends a minimum of two years from the expiration of the Pricing Agreement/Contract. Unless stated otherwise above, all policies must be fully insured with any single deductible not exceeding \$25,000. Bidder or Bidder’s insurance company must provide the Contracting Entity at least thirty (30) days’ prior written notice of any cancellation or material coverage change in their policies. **The Contracting Entity shall be listed as a Certificate Holder. This Pricing Agreement/Contract requires that Contracting Entity, including The City of Oklahoma City and its participating public trusts to this Contract/Agreement whether named herein or by reference only, be named as additional insured on the Bidder’s insurance policies, except Worker’s Compensation and Employer’s Liability Insurance, to the full limits of the policies and consistent with the same coverages available to the named insured. Any blanket additional insured endorsement which limits coverage to any Contracting Entity is**

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not compliant with this Pricing Agreement/Contract and shall be considered a breach. Contracting Entity must be provided with a Certificate of Insurance or Endorsement evidencing Contracting Entity's additional insured status prior to contract award. The policy description shall state the following: "Additional insured(s) on the listed policies are those required in the contract."

Unless otherwise approved by the Contracting Entity prior to contract award, self-insured retentions will not be accepted unless accompanied by a bond or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration, and defense expenses not otherwise covered by the Bidder's self-insured retention.

MAINTENANCE BOND

The bidder shall, at its own cost, provide a maintenance bond for two years. No payment shall be issued until the required bond and claim form have been obtained by the Bidder and approved by the Contracting Entity.

The bond is generally described as follows: A 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 Contracting Entity. The term of the Maintenance Bond is provided in the Special Provisions of the Bidding Documents. The Maintenance Bond will be in the amount equal to one hundred percent (100%) of the invoiced amount for all jobs and **shall be submitted along with the claim form when submitted for remittance**. The Maintenance Bond shall be made in favor of the Contracting Entity.

The cost of obtaining this bond shall be included in the amount of services bid. The Maintenance Bond must be in a form as shown in "**Exhibit B**".

PERFORMANCE BOND

The bidder shall, at its own cost, provide a performance bond. No payment will be issued until the required performance bond and claim form have been obtained by the Bidder and approved by the Contracting Entity. The annual performance bond must be in a form as shown in "**Exhibit B**" in the amount equal to the total amount of the award and must be submitted to the Contracting Entity following award. The Performance Bond must be made in favor of the Contracting Entity.

The annual performance bond is generally described as follows: A Performance Bond, which is issued by a bank or insurance company authorized by the State of Oklahoma, is a written guaranty from a bank or insurance company guaranteeing the Contractor's full and faithful execution of the Project and performance of the Contract in accordance with the Contract, and any Change Order or Amendment to the Contract, and provide for the protection of 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 Project or the use of inferior materials.

The cost of obtaining this performance bond will be included in the amount of the services bid.

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PAYMENT BOND

The bidder shall, at its own cost, provide a payment bond (statutory bond). No payment will be issued until the required payment bond and claim form have been obtained by the Bidder and approved by the Contracting Entity. The annual payment bond must be in a form as shown in “**Exhibit B**”.

A properly executed Statutory Bond (Payment Bond) on the form provided in the bidding documents must be submitted with the Contract. The Statutory Bond shall provide that the Contractor will make payment for all labor, materials, and equipment used in the construction of the Project. The Statutory Bond shall be made in favor of the Contracting Entity and subcontractors, and all suppliers of labor, material, rented machinery or equipment, and repair of and parts for equipment used or consumed in the performance of the Contract.

SAFETY/RESPONSIBILITY

The Bidder is to assure their employees are work and safety-trained, knowledgeable of all job-related hazards and must document the training of their employees. The Bidder must assure employees follow all safety rules; and must report to plant personnel any hazards and/or occurrence.

SAFETY DATA SHEETS

Any Bidder supplying goods or materials to the Contracting Entity that require a Safety Data Sheet (SDS) will furnish the required sheet or a composite concentration list in one of the following manners:

- Submitted as part of the proposal document
- Submitted prior to Agreement/Contract award
- Submitted with the product invoice
- Submitted at the request of the Contracting Entity

In all instances, the Bidder shall furnish the safety data sheets with the products at delivery, and shall comply with all local, state, and federal laws providing for identification of materials transported to the Contracting Entity. The appropriate proposal number, Bid/Agreement/Contract number, delivery ticket number, or invoice number shall be clearly marked on the safety data sheet or the composite concentration lists. Information regarding Safety Data Sheets can be found on-line at <https://www.osha.gov/Publications/OSHA3514.html>. Any question regarding this requirement should be directed to the following address:

Oklahoma City Risk Management Division
420 W. Main Street, Suite 630
Oklahoma City, Oklahoma 73102
(405) 297-3891

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RIGHT TO ACCEPT OR REJECT AND WAIVING OF FORMALITIES

The Contracting Entity reserves the right to reject any or all bids, to waive certain formalities, or to award the contract to the lowest and best bidder(s) depending upon the selection criteria.

WHOLE AGREEMENT

It is expressly agreed by and between the parties hereto that the provisions embodied in the General Instructions and Requirements for Bidders, Specifications, and Technical Specifications contain all covenants, agreements, obligations, rights, duties, and stipulations agreed upon by the parties hereto upon the execution hereof. No statements or representations, oral or written, not incorporated herein shall be a part of the Bid/Pricing Agreement/Contract.

INDEPENDENT BIDDER

Bidder is, and shall always remain, an independent Bidder with respect to activities and conduct while engaged in the performance of services for the Contracting Entity under this Bid/Pricing Agreement/Contract. It is expressly understood and agreed by the parties that Bidder shall perform all work and services described herein as an independent Bidder and not as an officer, agent, servant, or employee of Contracting Entity or the City of Oklahoma City; that Bidder shall have exclusive control of and the exclusive right to control the details of the work and services performed hereunder and all persons performing the same; that Bidder shall be solely responsible for the acts and omissions of its officers, agents, employees, and Bidders, if any; and that nothing herein shall be construed as creating a partnership or joint venture between the Contracting Entity, Oklahoma City and/or the Bidder.

INDEMNITY REQUIREMENTS

The Bidder assumes all risks incident to or in connection with its purpose to be conducted herein under and shall indemnify, defend and save Contracting Entity harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Bidder's operations and transportation of the Contracting Entity's equipment to and from repair site regardless of fault and arising from acts or omissions of its employees regardless of fault and shall indemnify, defend, and save harmless Contracting Entity from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation.

ADDENDA

It is the Bidder's responsibility to log into the electronic bidding system to monitor any addenda that may be issued during the process. A Bidder's bid will not be accepted if all addenda have not been acknowledged by the Bidder through the electronic bidding system. If you are set up for electronic notifications through the electronic bidding system, you should receive a notification by e-mail when addenda are issued.

CLARIFICATION

Any explanation, clarification, or interpretation desired by a Bidder regarding any part of the solicitation must be requested in writing with sufficient time allowed for a written addendum to reach each Bidder before the submission of their bid. Interpretations, corrections, or changes to the solicitation made in any other manner are not binding upon the Contracting Entity, and

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Bidders shall not rely upon such interpretations, corrections, or changes. Oral explanations or instructions given before the award of the pricing agreement are not binding.

Technical questions are to be addressed through the electronic bidding system and the Contracting Entity will respond electronically and issue addenda, if necessary.

These specifications constitute a vital part of the Bidder's bid proposal. The proposed bid must be submitted on these specifications and include any addenda. Failure to do so will result in a recommendation of bid rejection.

UNDUE INFLUENCE

Upon advertising this solicitation, no officer, employee, agent, or representative of the Bidder shall have any contact or discussion, verbal or written, with any representative of the Contracting Entity (i.e., Trust Officer, City Council member, City staff, etc.) either directly or indirectly through others in which the Bidder seeks to influence any representative of the Contracting Entity regarding any matters pertaining to this solicitation.

Contacts by the Bidder with the Contracting Entity that do not pertain to a solicitation are exempt from this provision. Examples of these exempt contacts are:

- Private, non-business, contacts with the Contracting Entity by the Bidder's employees acting in their personal capacity
- Business contacts outside of this solicitation that the Contracting Entity may have with the Bidder
- Presentations and/or responses to inquiries initiated by the Contracting Entity
- Pre-bid or pre-proposal conferences
- Discussions with the Contracting Entity or its staff as outlined in the bid packet

If a representative of any Bidder submitting a bid violates the foregoing prohibition by contacting any of these parties, such contact may result in the Bidder being disqualified from the procurement process.

AWARD METHODOLOGY

The Contracting Entity anticipates awarding the Pricing Agreement for "OCWUT 11-25" on the Bidder's ability to meet the requirements of the specifications, lowest and best unit price, and best delivery schedule.

- A. The Contracting Entity reserves the right to award this contract by line item, by group of items, or all items of the bid; to reject any or all bids in whole or in part, if it is in the best interest of the Contracting Entity. All or none" type bids will be considered only when it is deemed by the Contracting Entity to be in its best interest.
- B. The Contracting Entity may choose to award contract(s) of a particular item or group of items to one or more Bidder. Generally, the Bidder (s) will be identified as Primary or Secondary Bidder for the items or group of items based on the lowest and best bids(s) for

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those items or groups of items. From time to time, the Contracting Entity will make a multiple award of a particular item or group of items due to the uniqueness of products or services available based on received bids and the needs of the Contracting Entity.

In the event all bid(s) received for a single item or groups of items exceed the stated delivery requirements, the Contracting Entity reserves the right to consider the bids. In the event of similar/identical bids per line item or group of items, the award may be based on shortest delivery as per response from the Bidder's delivery schedule sheet.

Normally, the Contracting Entity will endeavor to procure the materials and/or services only from the Primary Bidder. If for any reason(s) the Primary Bidder is unable to meet the requirements for the materials and/or services within the contracted period, or in emergency situations, unable to meet the critical needs as required, the Contracting Entity may procure such materials and/or services from the Secondary Contracted Bidder in that order, to meet its critical requirements.

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LETTER OF AUTHORIZATION

THIS LETTER OF AUTHORIZATION MUST BE COMPLETED IF THE ATTACHED LEGALLY BINDING DOCUMENT WAS NOT SIGNED BY THE STATUTORILY AUTHORIZED OFFICER ON BEHALF OF THE BIDDING ENTITY.

City of Oklahoma City or related Public Trust:

This letter authorizes _____ to
(PRINTED NAME OF AUTHORIZED AGENT)
sign the attached legally binding document on behalf of _____
(BIDDING ENTITY)
_____.

Sincerely,

Signature of Authorizing Officer **Printed Title** **Date**

Printed Name of Authorizing Officer **Email Address of Authorizing Officer**

NOTE: If the Bidder is a(n):	
Corporation	The authorizing officer must be: President, Vice-President, Chairperson, or Vice-Chairperson
LLC	The authorizing officer must be: Manager, Managing Member, President, or Vice-President
Partnership	The authorizing officer must be: General Partner
Joint Venture	The authorizing officer must be: An Authorized Officer of Each of the Ventures

EXHIBIT A

SCOPE OF WORK

OCWUT 11-25 RFB

**THE CITY OF OKLAHOMA CITY UTILITIES DEPARTMENT
LINE MAINTENANCE STANDBY WATER MAIN SERVICE**

EXHIBIT A- Scope of Work
OCWUT 11-25 Line Maintenance Standby Water Main Service

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**Scope of
Work**

I. GENERAL INFORMATION

The Oklahoma City Water Utilities Trust (OCWUT) is the state's largest drinking water provider, treating and delivering an average of 100 million gallons of water daily to more than 1.4 million residents through retail and wholesale service connections. OCWUT finances municipality-owned critical assets to deliver the water services as well as wastewater services. The OCWUT service area includes the corporate limits of Oklahoma City (City) (~621 square miles), select cities within our combined statistical area, and areas along the raw water pipelines to Lakes Atoka and McGee Creek. The Trust's customer base has been steadily growing with the number of water and wastewater customers reaching 236,445 and 223,647, respectively, in fiscal year 2023. The City of Oklahoma City Utilities Department (Utilities Department) manages the operation of these critical services, which are distributed over a vast geographical area that consists of approximately 4,245 miles of pressurized water mains, service lines, gravity mains, and the Atoka raw water line. Of that total, there are approximately 3,400 miles of pressurized mains ranging from 4 to 12 inches in diameter and 700 miles of water service lines.

The purpose of this OCWUT 11-25 bid is to obtain water main construction services on 4-inch to 12-inch diameter distribution mains, restore service to water line breaks, service leaks and valves and other related services at various locations citywide. The projects and services under this Contract shall be performed by prequalified Bidders on a flat rate basis for labor and equipment as identified by the Utilities Department's Line Maintenance Division. Materials will be supplied by OCWUT. The Line Maintenance Division intends to issue purchase orders for projects under this Contract to complete and restore service to water line breaks, service leaks and valves. The Line Maintenance Division has an estimate of 200 repairs needed for water line breaks in the City. This repair estimate is subject to change and may result in fewer or additional repairs.

It is anticipated the awarded Bidder(s) may receive additional purchase orders if Line Maintenance staff is unable to keep up the work demand as described in this Scope of Work (Work).

II. SCOPE - Project Location and Purchase Order Issuance

A Pre-Work Conference will be held with the Bidder(s) and the Line Maintenance Division to establish the conditions of Scope of Work, sequencing of locations, repairs or installations, coordination efforts required for water isolation, estimated time of completion for each task, commencement date and estimated cost. One purchase order will be issued with a project number. The Work consists of furnishing all labor and transportation required for the installation or repair of mains, service lines, valves, and appurtenances with the least interference of service to customers and the City.

EXHIBIT A- Scope of Work
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III. TECHNICAL SPECIFICATIONS

General

All Work must be performed by the successful Bidder unless written approval from the OCWUT General Manager or designee is obtained in advance for subcontracting services, including but not limited to boring, dewater, traffic control work, or any other specific services.

Sub-contracting work performed without prior written approval from the ordering department's authorized representative shall constitute an unauthorized purchase.

The successful Bidder must submit to OCWUT an itemized invoice for labor and/or equipment from the sub-Bidder for work performed to constitute as an authorized claim for payment. The Bidder's direct costs must be shown on the invoice for all subcontracted services and equipment.

The Bidder shall comply with the City of Oklahoma City Standard Specifications for Construction of Public Improvements, and to the supplemental Section 1510 regarding clamps in the performance of main repairs, which is as follows:

1510.01 – DESCRIPTION

This section covers the repair of pipe defects causing leaks from the existing water mains. The main repair is made by excavation at the defect location. Water main repairs will utilize pipe clamps. Replacement of water mains will be with the use of new pipe and couplings connecting to the existing pipe.

If no City leak is found, the excavation fee will apply.

1510.02 – MATERIALS

All materials will be supplied by Line Maintenance. The Bidder is responsible for checking out materials for the work order from the Line Maintenance facility/warehouse located at 621 N. Pennsylvania, Oklahoma City. This includes backfill material and asphalt required in the case of pavement removal.

1510.04 – CONSTRUCTION METHODS

All main repairs require prior approval of the Project Manager.

- Pipe and fittings for main repairs shall be installed according to provisions set forth in Section 505.
- Trench excavation and backfill shall be accomplished in accordance with Section 212.
- Bidder shall establish and implement safety measures, policies and standards conforming to those required or recommended by governmental and quasi-governmental authorities including, but not limited to, the requirements of the United States Occupational Safety and Health Act.
- The length of any water main repair shall be a minimum of twelve inches (12”).

1510.06 – METHOD OF MEASUREMENT

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Payment for Repair or installation shall be made at the unit price bid. The price established shall include all labor and transportation costs for excavation, replacement, clean up, and incidentals necessary to complete a main repair.

Repairs and remediation of the site that include, but are not limited to sod, trees, shrubs, hedges, mailboxes, sprinkler lines, meter boxes, driveways, sidewalks, or paving that result from necessary work established in this Scope of Work shall be repaired or replaced by OCWUT. However, any damage that occurs due to the negligent acts or omissions or willful misconduct of the Bidder(s), their agents, employees, or staff will result in the Bidder's sole responsibility to reimburse OCWUT for the total amount of damages, including interest for three percent (3%) of the total damages. Bidder(s) must take photos, document the damage, and immediately notify the Field Operations Supervisor. Every effort shall be made to keep landscape and concrete repair to a minimum and shall be backfilled by the Bidder to grade using the approved methods described herein.

1510.07 – BASIS OF PAYMENT

The items measured as provided above will be paid at the pricing agreement unit price bid.

IV. GENERAL PROVISIONS

1. **Standard Specifications/Standard Details** - The provisions of these Bidding Documents incorporate and are complementary to the Standard Specifications for Construction of Public Improvements and Standard Details and only supersedes and takes precedence over any provision in the Standard Specifications for Construction of Public Improvements or Standard Details, which conflict with or diminish the effect of these Bidding Documents. The Oklahoma City *Standard Specifications for Construction of Public Improvements* ("Standard Specifications") and Oklahoma City *Standard Details* ("Standard Details") are incorporated herein by reference.
2. **Licenses/Permits** - The Bidder must obtain all licenses and permits required by the City of Oklahoma City, and applicable city, county, State and federal regulations and laws.
3. **Quantities** - The Bidder, or the authorized representative from the Bidder, must meet with the Field Operations Supervisor at the end of each workday to establish and agree on the amount of the quantities. The Bidder must provide the Field Operations Supervisor with daily invoices of quantities of bid items obtained. These quantities will be entered in the Field Operations Supervisor's daily report and shall be the basis for the final quantities estimate.
4. **Incidental Work**- Any item not covered in the Bid or NOT shown in the summary of quantities in the **Item Price List** shall be considered as incidental to construction for which the Bidder is responsible and will not receive additional payment.
5. **Supervision** – Notwithstanding any requirement to perform Work for any Project, neither the OCWUT nor Oklahoma City will recognize any subcontractor acting as a supervisor related to this Work. When Work is in progress, the Bidder shall always be present at the project site of the Work either in person or by a qualified and approved superintendent employed by the Bidder who shall be in direct charge of all operations.

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6. **Emergency Work Hours** - Unless otherwise directed by the Purchase Order, the Bidder must mobilize and start Work within two hours of receiving a verbal Notice to Proceed or written Purchase Order, whichever comes first. The Bidder must work continuously until the project is completed including nights, weekends, and holidays. Provided, however, the Purchase Order may require a tap or tie in which must be performed during certain hours.
7. **Invoices** - Invoices must include the date of completion for each Work project. Bidder must notify the Field Operations Supervisor when the Work is completed in order for the City to begin the restoration. All monthly invoices for Projects shall be delivered to the following address for processing:
- Attn: Finance Operations
Utilities Department
420 W. Main Street, Suite 500
Oklahoma City, OK 73102
Email: LMutilityrepairs@okc.gov

If electronically signed copies of the Uniform Vouchers/Claim Forms and Invoices are submitted, please email them. If hard copies are submitted, please submit two (2) copies of Uniform Vouchers/Claim Forms and Invoices, along with the copy of the Purchase Order submitted or PO number on the claim form.

8. **Testing** – All tests must be in accordance with the Standard Specifications and Standard Details. All costs of conducting tests on bid items or the Projects, which meet specification requirements will be paid by the OCWUT. All costs of conducting tests on bid items or Projects, which do not meet specification requirements will be deducted from Bidder's Uniform Vouchers/Claim Forms and Invoices for OCWUT cost reimbursement.
9. **Correction of Work after Final Payment** - Neither the final certificate nor payment nor any provision in the Contract Documents will relieve the Bidder of responsibility for defective materials or workmanship. The Bidder must remedy any defects related to defective materials or workmanship and pay for any damage to property or other work resulting therefore, which appears or is identified within a period of two (2) years from the date of formal acceptance of the Contract (not each Project) by the OCWUT.
10. **Removal of defective and unauthorized Work** – All Work which has not been authorized or has been rejected or condemned or which is defective must be timely repaired or if it cannot be satisfactorily repaired, it must be timely removed and replaced by the Bidder at the Bidder's expense. Defective, rejected, and condemned materials or workmanship must be removed immediately from the Project and project site.

Work done without project lines and grades; Work done beyond the project lines or not in conformity with the grades shown on the plan, or the Standard Specifications or the Standard Details or in the Purchase Order; Work done without proper inspection; or any extra or unclassified Work done without written authority by change order or amendment

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will be considered unauthorized. Unauthorized Work will not be measured or paid. Unauthorized Work may also be ordered removed by the Bidder at the Bidder's expense.

If the Bidder fails to immediately and satisfactorily repair or remove and replace, any rejected, defective, unauthorized, or condemned work or materials, the OCWUT will, after giving written notice to the Bidder, have the authority to have defective Work remedied or removed and replaced by others and will deduct the cost thereof from any compensation due to the Bidder. At the OCWUT's sole discretion, the OCWUT may accept rejected, defective, unauthorized, or condemned Work or materials and make an equitable deduction from the Contract payment due the Bidder.

- 11. Protection and restoration of property** - The Bidder may not enter upon private property for any purpose without first obtaining permission from the property owner. The Bidder is responsible for the preservation of private property. Bidder will use every precaution necessary to prevent damage to all trees, fences, culverts, bridges, pavements, driveways, sidewalks etc., to all water, sewer, gas, or electric lines and appurtenances, and to all other public or private property, facilities, and improvements along within, or adjacent to the Work. The Bidder must notify the proper representatives of any public service or utility corporation and company, or any individual not less than twenty-four (24) hours in advance of any Work, which may damage or interfere with the operation of such property, along, within, or adjacent to the Work. The Bidder is responsible for all damage or injury to property, or any character resulting from an act, omission, neglect, or misconduct in the manner or method of executing the Work or a Project. When and where any such direct or indirect damage or injury is done to public or private property due to an act, omission, neglect, or misconduct in the execution of Work or Project or the non-execution of the Work or Project, the Bidder must make good for such damage or injury by payment of damages.
- 12. Utility alteration** - When an Oklahoma City or OCWUT utility asset alteration is a part of the Work to be performed by the Bidder as a part of this Contract, such Work shall be done in conformity with the requirements of the Standard Specifications and Standard Details for new Work of this type. The cost of any such alteration must be included by the Bidder in cost of other bid items, unless otherwise expressly shown in **Price List**.
- 13. Control of the Work** – All Work shall be done under the supervision of OCWUT's General Manager, and his designated representatives, (collectively "Assigned Representatives") and to their satisfaction. The Assigned Representatives have the right to establish any sequence or priority of operations for this Project. The Assigned Representatives will determine the amount of Work performed and if the quality of Work meets the Contract Documents. Assigned Representatives' decisions and estimates are final.
- 14. Tapping Operations** – When using tapping sleeves with the appropriate valves, all tapping operations are to be made in accordance with the recommendations of the pipe manufacturer involved. Tapping operations must be conducted in the presence of an OCWUT's Assigned Representatives. Tapping saddles will not be accepted.

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- 15. Maintaining Access** – The Bidder is responsible for safely managing traffic flow and maintaining continuous vehicle and pedestrian access to all businesses and homes unless specifically authorized by OCWUT’s Assigned Representative. If there is only one access point, temporary access must be constructed and maintained until the original access is re-established. The Bidder will coordinate the driveway cut with the respective business or property owner.
- 16. Traffic Control Devices** – The Bidder is responsible for the replacement or repair of traffic control devices and conduits damaged or relocated during construction, which shall be considered as **incidental** work and costs included in other work.
- 17. Construction zone clearing and restoration** – The Bidder must use every precaution necessary to prevent damage to all trees, shrubs, bushes, sod, vegetation, fences, sidewalks, driveways, pavement, etc. (collectively referred to as “private property” adjacent to the line of construction and outside the Project site. The Bidder shall take every necessary precaution to prevent injury or damage to the work or any part thereof by the action of the elements or any other cause whatsoever, whether arising from the execution or non-execution of the Work. Until formal written acceptance by the OCWUT, the work shall be under the charge and care of the Bidder.
- The removal, repair, or replacement of property not listed separately as a unit price bid item, will not be paid for directly as such, but are considered **incidental** work, and the cost must be included by Bidder in listed unit price bid items. Where sidewalks and paved driveways are to be removed and replaced, Bidder will be paid at the unit price bid item. Gravel or dirt driveways must be restored to an equal or better than original condition and cost of same are **incidental** work and will not be paid for separately but must be included by Bidder in other unit price items.
- 18. Establish Condition of Property** – The condition of real property and private property will be established by the pre-Work videos and pictures. If the Bidder fails to establish the condition of the property, then Bidder will replace any damaged or relocated property with new property at Bidder’s cost and will not be paid for directly as such, but are considered **incidental** work, and the cost must be included by Bidder in listed unit price items.
- 19. Flushing the water main** – The site for flushing must be selected by the Bidder subject to the approval of OCWUT’s Assigned Representative and must include adequate provision for dechlorinating and drainage that does not discharge onto private property, into nearby creeks or streams, or into the City storm drainage system without authorization and approval of OCWUT’s Assigned Representative. Bidder must pay for all potable water used for flushing and such cost is considered **incidental** and the Bidder must include the cost in other unit bid prices. (Bidder is responsible for flushing and de-chlorination.)
- 21. Trench Excavation** – Trench excavation for pipelines will consist of excavation necessary for the construction of water lines and all appurtenant facilities therefore, including vaults, valves, service lines, specials, fittings, appurtenances, saddles, pipe

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embedment materials, and pipe protection. It shall include site preparation, backfilling, and tamping of pipe trenches and backfilling, compaction, and tamping around structures and the disposal of waste materials, all of which must conform to the applicable provisions of the Standard Specifications for the Construction of Public Improvements.

- 22. Unsuitable Foundation** – Whenever mulch, quicksand, soft clay, swampy material, or other material unsuitable for foundations or sub-grade are encountered which extend within the limits of the excavation, such material must be removed and replaced with pipe foundation material. The pipe foundation material shall be crushed stone material meeting the following graduation requirements:

Nominal Sieve Size	Percent Passing
2 inch	100%
½ inch	<30%

The foundation material must be power tamped in six-inch layers. Pipe foundation material as described herein will be measured for payment only in specific locations where its use is authorized in writing by the OCWUT Assigned Representative before the Work is performed.

- 23. Public Trench Safety** – All trenches left open must be protected by barriers and/or fences to safeguard the public from accessing the open trench. The Bidder is liable for all incidents regarding the safety and protection of any open trench.
- 24. Protection of Work** – In all cases where materials, supplies, or equipment are deposited along open trenches, the materials, supplies or equipment must be placed so that in the event of rain no damage will result to the Work, materials, supplies, equipment, or adjacent property.
- 25. Protection of existing structures** – The Bidder must provide all necessary sheeting, shoring, and other bracing and supports to protect existing structures, facilities, and improvements adjacent to the construction. This Work and any expense or cost is **incidental** to the Work and Project, will not be paid for separately, and must be included by the Bidder in the unit price bid items.
- 26. Sheeting, Shoring, and Bracing** – The sides of all excavations must be sufficiently sheeted, shored, and braced to prevent slides, cave-ins, settlement, or movement of the bank. The Bidder must maintain the excavation clear of obstructions that will in any way, hinder or delay the progress of the Work or endanger workmen. Wood or steel sheet piling designed by the Bidder's registered professional engineer licensed in the State of Oklahoma must be used. All sheeting, shoring, and bracing must have sufficient strength and rigidity to withstand the pressures exerted. The Bidder must maintain the walls of the excavation properly in place and protect all persons and property from injury or damage.

Whenever excavations are made adjacent to existing buildings or other structures or in paved streets or alleys, the Bidder must take particular care to sheet, shore, and brace the

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sides of the excavation adequately to prevent any undermining of or settlement beneath such buildings, structures, or pavement.

The Bidder will be liable for and responsible to restore any damage to any property or injury to any person that results from his operations.

Sheeting, shoring, or bracing materials must not be left in place unless as shown in the plans or permitted by the OCWUT's Assigned Representative. Such materials must be removed in such manner as will not endanger or damage the pipe, Work, Project, or any existing buildings, structures, paving or property, either public or private, in the vicinity, and must be removed so as to avoid cave-ins or slides. All trench sheeting, shoring, and bracing must be left in place until the trench has been backfilled one foot above the top of the pipe.

Sheeting, shoring, and bracing are considered **incidental**, and an integral part of the excavation Work and no direct payment will be made therefore, but are considered **incidental** work, and the cost must be included by the Bidder in listed unit price bid items.

27. **Control Water** – Existing valves, pipelines, and structures may leak in the closed position. The Bidder shall provide whatever means and equipment necessary to de-water and control water during construction. The labor, equipment, and materials associated with this Work is considered **incidental** and shall be included in the cost of other unit price items.
28. **Dewatering** – Groundwater levels along the Project will vary depending on rain events, seasonal variations, and subsurface conditions. All de-watering shall be considered **incidental** and included in the cost of other unit price items.
29. **Dewatering excavation area** – The Bidder must provide and maintain ample equipment with which to remove all water from every source which enters excavations for pipelines, structures, and appurtenances. Dewatering operations must ensure dry excavations and the preservation of the elevations of the bottoms of the excavations. The Bidder will not allow surface water to enter excavated areas.

Where areas to be excavated are located under water surfaces or near the banks of flowing streams or other bodies of water, the Bidder may adopt and carry out any method of dewatering the Bidder may deem feasible for the performance of the excavation work and for the protection of the Work thereafter, provided that the method and equipment to be used results in completed Work which complies with these Specifications and is acceptable to the OCWUT's Assigned Representative. The Bidder must submit the dewatering plan for approval by the OCWUT's Assigned Representative. In all cases, the excavation area must be effectively protected from water damage during the excavation period and until all contemplated Work therein has been completed.

The Bidder is responsible for damage to pipelines, structures, or appurtenances caused by hydrostatic displacement during construction operations.

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- 30. Drainage** – The Bidder shall be responsible for grading all disturbed areas to drain as good or better than existing condition.
- 31. Sediment and Erosion Control** – The cost of developing a storm water pollution prevention plan, obtaining a storm water discharge permit, and obtaining other City, State, or Federal land or water disturbing permits are the cost of which shall be incidental and included in the cost of other unit price items.
- 32. Storm Water Discharge Permit** – A storm water discharge permit is required before any land disturbing activities can begin. The Bidder shall be responsible for the repairs and replacement of all Erosion Control Measures required to obtain the permits and the costs of which shall be **incidental** and included in the cost of other unit price items.
- 33. Tracer Wire** – The Bidder shall install one strand of No. 12 gauge copper tracer wire along top of all PVC pipes and bring the tracer wire to the top of ground and anchor at all valves, fire hydrants, and other appurtenances the cost of which shall be **incidental** and included in the cost of other unit price items. Any tracer wire found and damaged during repair will be at the Bidder’s expense and repaired accordingly.
- 34. Street Closure** – Street crossing construction shall be accomplished at only ½ width of the street at a time so that no roadway shall be completely closed without prior authorization from the OCWUT General Manager or designee. The Bidder will be responsible for traffic control and work zones.
- 35. Detours** – The General Manager or his designee shall first approve all detour routes while streets are closed during construction. The Bidder 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”.
- 36. Barricades and Warning Signs** – Where work is carried on, in, or adjacent to, any street, alley, or public place, the Bidder 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, enough barricades shall be erected to keep pedestrians and vehicles from entering on or into any work zone(s). From sunset to sunrise, the Bidder 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 Bidder shall provide an “after hours” phone number to the City’s Emergency Operations Center and to the Field Services Division to be used for notification to the Bidder 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 working business days for the project.
- 37. Water Meters** – All water meters to be relocated shall be relocated to a location within

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City right-of-way or City easements only, and out of paved areas such as sidewalks.

- 38. Transit Pipe** – Bidder shall be solely responsible for compliance with all applicable regulations for the removal and disposal of any transit pipe encountered which cost shall be **incidental** and included in the cost of other unit price bid items.
- 39. Abandoned water lines** – All water lines that are to be abandoned in place must be cut to the nearest connection and either capped or plugged as required to provide a watertight connection. Water lines shall not be abandoned until all related improvements, connections, and services have been replaced, completed, tested, and approved. Bidder is responsible for providing the appropriate plug or cap for the Work. Caps or plugs along with any associated joint restraints will be considered incidental costs and included in the cost of other unit price bid items. Cutting and dewatering of the waterline are considered **incidental** and costs of these items are to be included by Bidder in other unit price bid items. When an existing valve is abandoned in a grassy area, the box must be pulled, and the top nut removed from the valve and the void from the box filled with soil and compacted level with the surrounding ground surface. When an existing valve is abandoned in a paved area, the valve box must be filled with concrete. All materials, labor, tools, and equipment for valve abandonment are considered **incidental** and costs are included by the Bidder in other unit price items.
- 40. Final Clean Up** – Upon completion of the work and before acceptance and final payment will be made, the Bidder shall clean and remove from the site of the work surplus and discarded materials, temporary structures, barricades, and other warning devices, stumps, portions of trees, and debris of any kind. The Bidder shall leave the site or the work in a neat and orderly condition. Waste materials removed the site of the work shall be disposed of at locations satisfactory to the General Manager or designee and in compliance with Federal, State, and City of Oklahoma City requirements.

V. SPECIAL PROVISIONS

- The Bidder will make every effort to not disturb any sprinkler lines. If any damage is caused to a sprinkler system, meter, mailbox, or any other private property during the repair, the Bidder is required to take photos and document the damage. Bidder is required to notify the Project Manager for restoration and remediation. Bidder will be back billed on the invoice for the repair costs caused by their own negligence or willful misconduct. Every effort shall be made to keep landscape and concrete repair to a minimum and shall be backfilled to grade using the approved methods described here.

- If a break occurs under a driveway, the Bidder is required to replace the waterline under the entire driveway and 18” on either side.

- If a meter tile is found to be in the sidewalk, it shall be moved in either direction at the discretion of the OCWUT Project Manager so that the tile is no longer in concrete. All services must be moved in either direction to restore service. A new meter tile will be supplied if the meter tile is damaged or is a concrete tile.

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- The Bidder is authorized to remove one panel of sidewalk as necessary to effectuate the repair. Any further removal of sidewalk will require the OCWUT Project Manager approval. When the sidewalk is removed, the Bidder will be required to backfill and compact per OCWUT standards and install an OCWUT provided asphalt cap of 4 inches.

- The Bidder shall verify all utilities within the work area. Bidder shall notify OKIE 811 for location services.

- The Bidder shall notify all customers affected due to the shutdown.

- The Bidder shall complete any repair and the associated surface restoration started before leaving the job site. Bidder must clean up excavated materials, fill holes with dry materials. Unused materials will be returned to Line Maintenance Facility, 621 N. Penn Ave., Oklahoma City.

- If the Bidder exposes an existing leaking repair clamp on the water main, the section of pipe should be cut out and replaced. (Refer to Oklahoma City Standard Specifications for Construction of Public Improvements).

- If the Bidder identifies or exposes a lead service line, the Bidder is to stop work and immediately notify the project manager, the Field Operations Supervisor, and the OCWUT General Manager or Designee. Once the Bidder is given approval to continue repairing the lead line by the General Manager or designee, the Bidder shall replace the full-service line from the meter to the main with Copper. Copper will be supplied by OCWUT.

- If the Bidder identifies a plastic line, the bidder is to replace the full-service line with copper from the meter to the main.

- If a copper service is found to be leaking the Bidder shall remove the failed section, not less than one foot, and install a new copper section and couplers.

- Any leak other than copper or PEX shall be required to be replaced in its entirety.

VI. PROJECT ACCEPTANCE

Once the Work as described in the Purchase Order is completed, the Work must be inspected, and all punch items must be completed. A project completed as confirmed by inspections will be presented to the OCWUT for acceptance of that project. Upon acceptance of a project, that portion of the Contract comprised of that project will be deemed substantially complete and the Bidder will no longer be liable for the Work on that project under the Performance Bond, however, the Bidder will be responsible for workmanship for all projects, regardless of substantial completion date, for two years after completion of the last Purchase Order issued under this Contract.

A. Contract Time as Specified on Purchase Order

The Bidder is required to continue work until service is restored and the temporary surface repair is completed.

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Water Service Restoration – Fully repaired/replaced water main, service connections and appurtenances, including but not limited to passing all testing, disinfection, re-connections of service, and capping, and grouting abandonments.

Temporary Surface Restoration – Fully compacted backfill in accordance with the standard details. If paved area is disturbed, temporary surface restoration must include compaction in accordance with the Standard Details with Type A aggregate installed level to the surface elevation. If pervious areas are disturbed temporary restoration must include compaction in accordance with the Standard Details with native backfill level to the surface elevation.

