

Advertisement for Bids

Notice is hereby given that _____
(hereinafter called the "Owner") will receive sealed bids at _____,
_____ County, Oklahoma, until the ___ day of _____, 20___, for the

_____.

Funding for this project is provided through the FAP loan program. As such, compliance with Labor Standards Contract Provisions is mandatory.

All bids received at said time will be opened and evaluated for completeness and correctness. All work shall be performed and all construction and materials used and furnished shall be in accordance with the Plans and Specifications prepared by _____, and on file in the office of _____.

The Bid Packet and Contract Documents for this project may be examined at the following locations:

- 1. _____
- 2. _____
- 3. _____

A complete set of Plans and Specifications may be obtained by the prospective bidders at these locations upon deposit of \$_____. Upon return of a complete set, in good condition, within ___ days after the time of bid opening, \$_____ will be refunded.

Each bidder shall accompany his original bid, filed with the _____, with a certified or Cashier's Check on a solvent bank located in Oklahoma, or a Bidder's Bond, in the amount of five (5) percent of the amount bid, as a guarantee of his ability to perform the contract bid upon, and that he will enter into a written contract with the Owner to perform said work and/or furnish said materials in accordance with said Plans and Specifications, and furnish the required bonds according to the Public Competitive Bidding Act of 1974.

The Owner will retain the deposit for liquidated damages in case the successful bidder fails to enter in said contract and furnish the required bonds provided for in the specifications within the time required. Deposit of the unsuccessful bidders will be returned upon the execution of the Contract and required bonds.

Each bidder shall accompany his bid with a sworn statement in writing that the bidder has not

directly or indirectly entered into an agreement, expressed or implied, with any other bidder concerning the price or amount of such bid or any bids, the limiting of the bids or bidders, the paying to anyone any money for promotion expenses, the parceling or farming out to any bidder or bidders or other persons of any part of the contract or any part of the subject matter of the bid or of the profits thereof.

Construction, Maintenance and Statutory Payment Bonds in the amount of 100% of the contract price are required for this project. These bonds must be obtained from a Corporate Surety licensed in Oklahoma, and approved by the Owner and Consulting Engineer. The bidder shall state in the proposal the name and address of the Surety or Sureties who will sign this bond in case the contract is awarded. The Maintenance Bond required will guarantee the repair of all damage due to improper materials or workmanship for a period of one (1) year after the acceptance of the work by the Owner.

This project is to be financed by a FAP Bond loan from the Oklahoma Water Resources Board (OWRB) and shall be referred to as Project No. FAP-__ - ____ -L. The following requirements and regulations must be complied with:

"Equal Opportunity in Employment: All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or physical handicap. Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended."

The bids filed with the _____ will be opened and considered by the Owner, at a meeting to be held in _____, on the ___ day of _____, 20___. Bids received more than ninety-six (96) hours prior to the Bid Opening will be returned.

The contract is to be awarded to the lowest, responsive, responsible bidder. The Owner reserves the right to correct any non-material clerical errors in the bidding as allowed under Oklahoma Law. The Owner reserves the right to reject any and all bids in accordance with the Oklahoma Public Competitive Bidding Act of 1974. Conditional bids shall not be accepted.

A pre-bid conference will be held on this project at _____ on the ___ day of _____, 20__.

Approved on this ___ day of _____, 20__.

Information for Bidders

Notice is hereby given that _____ (hereinafter called the "Owner") will receive sealed bids at _____, _____ County, Oklahoma, until the ___ day of _____, 20___, for the _____.

This project is to be financed by a FAP Bond loan from the Oklahoma Water Resources Board (OWRB) and shall be referred to as Project No. FAP-__-____-L. The following requirements and regulations must be complied with:

"Equal Opportunity in Employment: All qualified applicants will receive considerations for employment without regard to race, color, religion, sex, national origin, age or physical handicap. Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended."

Each sealed envelope containing a bid must be plainly marked on the outside as "Bid for _____", and the envelope should bear on the outside the bidder's name, address, and license number (if applicable). If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Owner at _____.

All bids must be made on the required bid form, where all blank spaces for bid prices must be filled in, in ink or typewritten. The bid form must be fully completed and executed when submitted. Only one copy of the bid form is required. The Owner may waive any informalities or minor defects, or reject any and all bids as allowed under Oklahoma Law. Any bid may be withdrawn prior to the above scheduled time for bid opening, or authorized postponement thereof. Bids received more than ninety-six (96) hours before the time specified, or those received after the time set for bid opening will not be considered and will be returned unopened. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the bidders.

Bidders must satisfy themselves of the accuracy of estimated quantities in the bid proposal by review of the Plans and Specifications, including any existing addenda, and by examination of the project site. Once a bid is submitted, the bidder shall not assert that there was a misunderstanding

concerning the quantities or the nature of work to be performed. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to its bid.

Prior to bidding, the Owner shall provide to the bidders all pertinent information that delineates and describes the land owned and rights-of-way acquired or to be acquired.

The Contract Documents contain the provisions required for the construction of the product. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the contractor, or relieve the contractor from fulfilling any of the conditions of the contract.

Each bid exceeding \$50,000 must be accompanied by a Bid Bond for five percent of the total amount of the bid and payable to the Owner. A certified check may be used in lieu of the Bid Bond. As soon as the bid prices have been compared, the Owner will return the bonds of all except the three lowest responsive, responsible bidders. The bid securities of the successful bidder and the two remaining unsuccessful bidders will be returned upon Owner's approval of the successful bidder's executed certificate of insurance and construction bonds.

Construction bonds (Performance, Statutory, and Maintenance) in the amount of 100 percent with a corporate surety approved by the Owner will be required for the faithful performance of the contract. Attorneys-in-fact who sign bid and construction bonds must file with each bond a certified and effective dated copy of their Power-of-Attorney.

The Owner shall award a contract to the lowest, responsive, responsible bidder or bidders within thirty (30) calendar days after bid opening. The Owner may extend the award period not to exceed fifteen (15) calendar days by formal recorded action and for good cause. The time may be extended further by mutual agreement between the Owner and the bidder per O.S. Title 61 Section 111, Public Competitive Bidding Act of 1974 (PCBA).

The Notice of Award shall be accompanied by the necessary contract, bonds, and insurance. In the event of failure of the bidder to execute the contract, the Owner may consider the bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner.

The party to whom the contract is awarded will be required to execute the contract and obtain the construction bonds (Performance, Statutory and Maintenance) and certificate of insurance within ___ calendar days (not to exceed 60 days) from the date when the Notice of Award is delivered to the bidder. The time may be extended further by mutual agreement between the Owner and the bidder per O.S. Title 61 Section 113 (PCBA).

With an acceptable contract, bonds and certificate of insurance signed by the party to whom the Contract was awarded, the Owner shall sign the contract and return to such party an executed duplicate. Should the Owner not execute the contract within the agreed upon period, the bidder may by written notice withdraw the signed contract. Such notice of withdrawal shall be effective upon its receipt by the Owner.

The Owner shall issue the Notice to Proceed after the execution of the contract, approval of bonds and certificate of insurance. If the Notice to Proceed has not been issued within the agreed upon period, the contractor may terminate the contract without further liability on the part of either party.

The Owner may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidders fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

A conditional or qualified bid will not be accepted. Tied bids are non-restrictive, and in order for a tied bid to be accepted it must be lower than the sum of low separate bids.

All applicable laws, ordinances, rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout. The successful bidder will be required to meet all requirements of the Underground Facilities Damage Prevention Act when engaged in work within public rights-of-way.

When using alternate bids, they will be listed in numerical order, with the highest priority being number one, the second highest priority being number two, etc. The lowest bidder will be determined by comparing all bids that contain the selected alternates and computing the total value of the base bid plus the alternates.

All bidders and owners shall comply with the Oklahoma PCBA of 1974.

The awarded bidder shall supply the names and addresses of all subcontractors and material suppliers when required to do so by the Owner.

To avoid bypassing of raw sewage during construction, the contractor shall use the methods and/or schedule(s) described in Section _____ of these Specifications, or the method(s) and/or schedule(s) described as follows:

The Contractor will be required to begin work within ____ calendar days of the date shown on the Notice to Proceed. The time for completion is ____ calendar days. Liquidated damages will be \$_____ per calendar day.

In the event of a conflict between the Plans and the Specifications, the Specifications will govern.

The following items, included in this Bid Packet, shall be submitted along with the bid: Bid Proposal, Bid Bond, Non-Collusion Affidavit, Business Relationship Affidavit, Contractor's Statement about Equal Opportunity (FAP-211), Contractor's Certificate of Non-Segregated Facilities (FAP-212), Sub-Contractor's Certificate of Non-Segregated Facilities (FAP-212a).

The consulting engineer is _____. The consulting engineer's contact person for this project is _____, with phone number _____.

Bidder's Statement about: **Equal Opportunity Clause (FAP-211)**

Mark **one**:

- I have participated in previous contract(s) or subcontract(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375 or preceding Executive Orders 10925 and 11114. I have filed all reports due under the requirements contained in 40 CFR, Part C, 8.11.
- I have not participated in previous contract(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375 or preceding Executive Orders 10925 and 11114.

- I will obtain a similar statement from any proposed subcontractor(s), when appropriate.

Bidder's Statement about: **Non-Segregated Facilities (FAP-212 and FAP-212a)**

- I hereby certify that I do not and will not maintain any facilities provided for my employees in a segregated manner, or permit my employees to perform their services at any location under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any subcontract exceeding \$10,000 which is not exempted from the equal opportunity clause.

Bidder's Statement about: **Bonds**

- I hereby certify that I will obtain and provide a Bid Bond along with my Bid.
- I hereby certify that, in the event of being awarded a Contract, I will provide a Performance Bond for 100% of the contract amount.
- I hereby certify that, in the event of being awarded a Contract, I will provide a Statutory/Payment Bond for 100% of the contract amount.
- I hereby certify that, in the event of being awarded a Contract, I will provide a Maintenance Bond for at least 1 year after construction completion, and 100% of the contract amount

Name and Title of Prospective Prime Contractor's Representative

Signature of Prospective Prime Contractor's Representative

Name and address of Prospective Prime Contractor

AFFIDAVITS

State of _____ ss.
County of _____

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid.

Non-Collusion

Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any government official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any government official concerning exchange of money or other value for special consideration in the letting of a contract; that the bidder/contractor had not paid, given or donated or agreed to pay, give or donate to any officer or employee of the _____ (or other entity) any money or other thing of value, either directly or indirectly in the procurement of a contract or pursuant to this bid.

Business Relationships

Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

_____.

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

_____.

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

_____.

If none of the business relationship herein above mentioned exists, affiant should so state.

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

Notary Public Signature

My Commission Expires: _____

CLAIM OR INVOICE AFFIDAVIT

State of _____ ss.
County of _____

The undersigned (engineer or supervisory official), of lawful age, being first duly sworn, on oath says that this (invoice, claim, or contract) is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders, or requests furnished to the affiant. Affiant further states that (s)he has made no payment, given, or donated or agreed to pay, give, or donate, either directly or indirectly, to any elected official, officer, or employee of the State of Oklahoma, of money or any other thing of value to obtain payment or the award of this contract.

Engineer/Supervisory Official signature

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

Notary Public signature

My Commission Expires: _____

AGREEMENT

This Agreement, made this ___ day of _____, 20___ between _____
(hereinafter called the Owner) and _____ (hereinafter called the Contractor).

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the work for:

_____.

2. The Contractor will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.

3. The Contractor will commence the work required by the Contract documents within _____ calendar days after the date of the Notice to Proceed and will complete the same within _____ calendar days unless the period for completion is extended otherwise.

4. The Contractor agrees to perform all the work described in the Contract documents and comply with the terms therein for the sum of \$ _____ or as shown in the Bid Schedule.

5. The term "Contract documents" means and includes the following:

- | | |
|--------------------------------------|------------------------------|
| (A) Advertisement for Bids | (I) Standard Requirements |
| (B) Information for Bidders | (J) Statutory Bond |
| (C) Bid Proposal | (K) Performance Bond |
| (D) Bid Schedule | (L) Maintenance Bond |
| (E) Business Relationships Affidavit | (M) Certificate of Insurance |
| (F) Non-collusion Affidavit | (N) Notice of Award |
| (G) Bid Bond | (O) Notice to Proceed |
| (H) Agreement | (P) Change Order |
- (Q) Drawings prepared by _____.

Numbers _____ through _____, and dated ___/___/____.

(R) Specifications prepared by _____, dated ___/___/____.

(S) ADDENDA:

No. _____, dated ___/___/____

No. _____, dated ___/___/____

No. _____, dated ___/___/____

No. _____, dated ___/___/____

6. The Owner will pay to the Contractor in the manner and at such times as set forth in the Standard Requirements such amounts as required by the Contract documents.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. It is understood that the following are also required of the Contractor in performance of this contract:

- a. Liquidated damages for failure to complete the work within the time specified shall be assessed at the rate of \$_____ per day for each additional calendar day until the work is completed.
- b. Contractor shall comply with the Underground Facilities Damage Prevention Act (63 O.S. 42.1 et seq.).

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in _____ copies each of which shall be deemed an original on the date first above written.

Owner's Authorized Representative	Title	Signature	/ / Date
Attested by	Title	Signature	/ / Date
Contractor's Authorized Representative	Title	Signature	/ / Date
Attested by	Title	Signature	/ / Date

NOTICE TO PROCEED

Date: ___/___/_____

Project: _____

Loan#: FAP-___-_____-L

Notice is hereby given to _____ to commence work on the above
Contractor
referenced project on or before ___/___/_____. In accordance with the Agreement dated
___/___/_____, you are to complete the work within ___ consecutive calendar days. The date of
completion of all work is ___/___/_____.

Owner's Authorized Representative signature

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____,
Contractor's Representative name

Authorized Representative of _____.
Contractor

Contractor's Authorized Representative signature

___/___/_____
Date

**CERTIFICATE OF APPROVAL OF CONTRACTS AND BONDS BY LOCAL
ATTORNEY**

I, the undersigned _____,
the duly authorized and acting legal representative of the _____,
after careful examination of the Contract between this Entity and
_____, and the surety bonds given by the contractor in
connection with the performance of said contract, do hereby certify that:

1. Each of the aforesaid agreements has been duly executed by the proper parties thereto, acting through their duly authorized representatives.
2. Said representatives have full power and authority to execute said agreements on behalf of the respective parties named therein.
3. The foregoing contract and surety bonds, as applicable, constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Dated this ___ day of _____, 20__.

Attorney's signature

PROJECT SIGN

- The general contractor shall erect and maintain for the life of the construction contract a suitable sign, 4' x 6' in size, and detailed hereon, lettered black on white background. Sign shall be professionally painted. Lettering to be appropriate size. No separate bid item. Sign shall be the general obligation of the Contractor.
- The OWRB logo is required on the project sign if the project is funded in part with OWRB Financial Assistance Program funds. The OWRB logo is available at <http://www.owrb.ok.gov/about/index.php> or may be provided directly by OWRB.
- Redwood Posts shall be 4" x 4" x 10' buried securely a minimum of 3 feet below ground.
- Sign face shall be constructed of 3/4" x 4' x 6' – 5 ply Dura-plywood board & mounted to Posts with four (4) 5/8" x 6" Carriage Bolts.

