



LIMESTONE FIRE PROTECTION DISTRICT

CONTRACT FOR CONCRETE AND DRAINAGE AT FIRE STATION #3

REQUIREMENTS FOR PROPOSAL, REQUIREMENTS FOR BIDDING, AND INSTRUCTIONS TO BIDDERS

CONTRACT: 2020-05 FIRE STATION #3 CONCRETE AND DRAINAGE CONSTRUCTION

SPECIFIC REQUIREMENTS

1. Receipt and Opening of Bids

The Limestone Fire Protection District (herein called "LFPD"), invites Sealed Bids on the project described hereto. Sealed Bids for **Bid Number 2020-05** will be opened at **2:00 P.M.** Central Time, February 14, **2021**.

NOTE: The bid opening is on a Sunday, which is at the normal Board meeting time.

Bids received more than ninety-six (96) hours excluding Saturday, Sunday and holidays before the time set for the opening of the Bids, or any Bid so received after the time set for opening of Bids, shall not be considered and shall be returned unopened. **Bids shall be submitted in a sealed envelope and marked "Sealed Bid – Bid #2020-05 – Fire Station #3 Concrete and Grading Construction.** Sealed Bids shall be submitted to the following address:

Edwin Averill, Board Member
Limestone Fire Protection District
5262 E. Highway 20
Claremore, Oklahoma 74019

All Bids that have been correctly submitted and duly received shall be publicly opened and read aloud at the LFPD Fire Station #1, Claremore, Oklahoma, at the time and date of Bid opening shown above.

LFPD may waive any informalities or reject any and all Bids. Bids cannot be submitted by telephone, fax machine, telegram, or electronic transfer. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof.

2. Qualifications of Bidder

The Bidder is required to be experienced and an expert in the supply of the construction services described in the attached hereto. LFPD may make such investigations as necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to LFPD all such information and data for this purpose as LFPD may request.

LFPD reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy LFPD that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work specified therein.

3. Addenda, and Interpretations and Substitutions

No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any Bidder orally.

Every request for such interpretation should be in writing addressed to Edwin Averill at Elaverill3@Yahoo.com. To be considered, the request for interpretation must be received no later than February 5, 2021 at 4:00 P.M. Central Time. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be e-mailed to all prospective Bidders (at the respective addresses furnished for such purposes) not later than five (5) days prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under this Bid as submitted. All addenda so issued shall become part of the Contract Documents.

4. Tax Exempt Status: LFPD itself is exempt from the payment of any Sales or Use Taxes, and pursuant to 68 O.S. 1997 Supp., Sec. 1356(1), *et seq.*, and Sec. 1401, *et seq.*, direct vendors to the Authority are also exempt from those taxes.
5. Bid Proposal Requirements: The Bidder's proposal must provide sufficient details for LFPD to perform a complete Bid evaluation. The Bidder shall comply with all requirements in the Request for Proposal. Incomplete proposals may be cause for rejection of a Bid. LFPD shall consider Bidder's proposal if the Bidder submits another form of Contract in lieu of LFPD's Contract. Bid proposals shall become the property of the LFPD.
6. Contract Execution: The Contract to be entered into between LFPD and the Bidder awarded the Contract is attached. The Bidder to whom the Contract is awarded will be required to execute the Contract and deliver the same, together with the required bonds, within thirty (30) days from the date that the notice of the award is given the Bidder; and, in case of failure or neglect to do so, the Bidder will be deemed to have abandoned the Contract and thereupon the amount of the check or bond accompanying the Bid shall be due and payable thereunto to LFPD as liquidated damages for such failure or neglect and not as a forfeiture.

All Bidders must distinctly understand that all work is to be done in strict accordance with the Contract and specifications hereto attached. Intending Bidders shall examine thoroughly the form of Contract under which the work is to be done. Exceptions taken to the Contract and specifications may be cause for rejection of a Bid.

7. Bid Comparisons: In comparing Bids, LFPD will take into consideration not only the prices Bid but also items such as but not limited to efficiency, reliability, durability, economy of operation and maintenance, accessibility for repairs, cost of special construction made necessary by the equipment offered, and any guarantees. LFPD reserves the right to reject any or all Bids, to waive any and all informalities, to evaluate Bids, and to disregard all nonconforming, nonresponsive, or conditional Bids.
8. Applicable Laws: The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

9. Site Inspection: At the time of the opening of Bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and Contract Documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument, or documents shall in no way relieve any Bidder from any obligation in respect to their Bid.
10. Submittal Documents: Any Bid submitted must contain complete and executed originals of the following documents requested in this **REQUEST FOR PROPOSAL**:
- *PROPOSAL TO THE LIMESTONE FIRE PROTECTION DISTRICT FOR BID # 2020-05 FIRE STATION #3 CONCRETE AND GRADING CONSTRUCTION.*
 - *BID BOND*: [NOTE: The Bidder shall include the required Bid security (5% of bid amount)].
 - *LIST OF SUBCONTRACTORS*
 - *EXCEPTION STATEMENT*
 - *CREW SCHEDULE INCLUDING RESUMES FOR PROJECT SUPERINTENDENT AND PROJECT MANAGER.*
 - *UNIT AND TASK PRICE SCHEDULE*
 - *NON-COLLUSION AFFIDAVIT*
 - *BUSINESS RELATIONSHIPS AFFIDAVIT*
 - *LIST OF THE LAST 5 YEARS PROJECTS OF SIMILAR SIZE OR TYPE*
 - *EQUAL OPPORTUNITY STATEMENT*
11. Equal Opportunity Employer Statement: Any Bid submitted must include a written acknowledgement that Bidder is an Equal Opportunity Employer.
12. Bid Bond: Any Bid submitted must be accompanied by a certified check or cashier's check of the Bidder, or a bid bond duly executed by the Bidder as principal and having as surety thereon a surety company authorized and registered to do business in Oklahoma and the surety company must also be listed in Federal Circular 570. The Federal Circular may be found at http://www.fms.treas.gov/C570/c570_a-z.html. The bid bond shall be in the amount equal to five percent (5%) of the total Bid including alternates which shall be deposited with LFPD as a guarantee. Such checks or bid bonds will be returned to all except the three lowest Bidders within three (3) days after the opening of Bids and the remaining checks, or bid bonds will be returned promptly after LFPD and the accepted Bidder have executed the Contract, or if no award has been made within sixty (60) days after the date of the opening of Bids, upon demand of the Bidder at any time thereafter so long as they have not been notified of the acceptance of his Bid.
13. Contract Bonds: The selected Bidder shall be required to provide performance, defect, and payment bonds, or an irrevocable letter of credit, with terms approved by LFPD, as described in the Pro Forma Contract. Such bonds shall have surety thereon a surety company authorized and registered to do business in Oklahoma and must also be listed in Federal Circular 570.

14. Vendor Protest: Vendor protests must be submitted in writing to the LFPD within 5 days of award of contract or purchase order. Contract award is expected to be made on February 14, 2021
15. Prior Experience: Any Bid submitted must contain the following documentation and demonstration of technical competence:
 - a. The Contractor must demonstrate a proven record of successfully providing construction services of similar projects.
 - b. Provide a list of three recent projects with names, phone numbers and email addresses of reference contacts.
16. Price Schedule: All proposals shall include a completed copy of the attached Unit and Task Price Schedule with all prices and other information inserted. This schedule is for accounting purposes.
17. Lump Sum Bid: This project is to be a LUMP SUM Bid. All work is to be performed by one contractor unless otherwise noted. Work to be done by subcontractors must be so noted on the proposal.
19. Proposal Copies: Bidder shall submit the **original proposal and one (1) complete copy** of the proposal for evaluation by the LFPD.
18. Bids: This project is expected to cover a period of no more than one year. This project is to be Bid each of the phases separately with a LUMP SUM Bid listing the total cost of the project. It is required that the Work will require phases the northern section done first and the southern section done second. It must be remembered that the fire station is to remain in service at all times during this construction. The northern section may be subdivided into separate pours if necessary. This activity shall be outlined in the bid. The bid shall take this into consideration when making the bid. LFPD also reserves the right to not execute any of the phases if it chooses to. The order and year that the phases are to be done will be selected after the project is awarded. All work is to be performed by one contractor unless otherwise noted. Work to be done by subcontractors must be so noted on the proposal.
19. Schedule: Time is of the essence with this contract. Contractor shall have one hundred (100) calendar days to complete the construction for a given phase after receiving the official 'Notice to Proceed' for that phase.

GENERAL REQUIREMENTS

Bid Submission

1. **Advertised projects.** Bids must be prepared on forms provided by LFPD and in accordance with the instructions provided in the Bid package. Instructions on obtaining the Bid packages shall be in the solicitation notice. Bids cannot be submitted by telephone, fax machine, telegram, or e-mail. Bids may be delivered in person, by the U.S. Mail, or by any of the express/delivery services available during regular business hours, 8:00 AM to 4:00 PM weekdays and shall be received during a period which does not exceed ninety-six (96) hours (excluding weekends or holidays) before the scheduled Bid opening at the time and day specified in the Bid Documents. Any Bid received by LFPD or an officer or employee thereof, more than ninety-six (96) hours excluding Saturdays, Sundays and holidays before the time set for the opening of Bids, or any Bid so received after the time set for opening of Bids, shall not be considered by LFPD and shall be returned unopened to the bidder submitting same. **The following information shall be placed on the outside of each sealed bid envelope:**
 - a. **Bidder's name and address.**
 - b. **The notation "Sealed Bid"**
 - c. **"Bid 2020-05"**
2. **Bid envelopes.** Each envelope shall contain only one (1) Bid. Bids received after the time specified in the Bid Documents cannot be accepted. LFPD cannot be responsible for delay of receipt of Bids due to factors beyond the control of LFPD employees.
3. **Equal opportunity employment requirements.** LFPD is an Equal Opportunity Employer. LFPD does not discriminate in its hiring practices and expects its contractors to abide by all Federal rules and regulations on non-discrimination. All Bidders shall acknowledge in the Bidding Documents they are Equal Employment Opportunity employers. LFPD adheres to a policy which provides a drug free workplace to all of its employees. All contractors working on a LFPD facility shall comply with the policies of LFPD.
4. Each Bidder shall accompany its Bid with a written statement under oath disclosing the following information:
 - a. The nature of any partnership, joint venture or other business relationship then in effect or which existed within one (1) year prior to the date of such statement with any architect, engineer or other party to the project;
 - b. Any such business relationship then in effect or which existed within one (1) year prior to the date of such statement between any officer or director of the Bidding company and any officer or director of any architectural or engineering firm or other party to the project; and

- c. The names of all persons having any such business relationships and the positions they hold with their respective companies or firms. If none of the business relationships hereinabove mentioned exist, then a statement to that effect shall accompany the Bid.
5. Each Bidder, by making a Bid, represents that:
 - a. The Bidder has read and understands the Bidding Documents and the Bid is made in accordance therewith.
 - b. The Bidder has had the opportunity to visit the site, is familiar with the local conditions under which the Work is to be performed and has correlated observations with the requirements of the proposed Contract Documents.
 - c. The submitted Bid is based upon the materials, systems and equipment required by the Bidding Documents without exception.

Modifications/withdrawal of Bids

1. A Bid may not be modified, withdrawn or canceled by the Bidder after the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.
2. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided they are in complete conformance with these Instructions to Bidders.
3. Bidders may withdraw, change and resubmit their Bids by appearing in person prior to the time set for the closing of the Bid period. Upon presenting proper picture identification to the Procurement Administrator or an authorized representative, the sealed Bid will be returned to the Bidder. The withdrawn Bid shall not be opened or otherwise disclosed to LFPD. A new or changed sealed Bid will be accepted until the time designated for the closing of the Bid period.
4. Bid security shall be in an amount of five percent (5%) of the total Bid including alternates as modified.

Bid openings

The Bid openings shall be open to the public and shall be held as specified in the solicitation notice. The Bids shall be opened by the designated board member or designee in the following manner and recorded by an assistant. Bids may be examined by the public after the Bid opening on request to the Board member.

1. The Bidder's name, city, and price shall be announced.
2. The Bid shall be initially reviewed for completeness and correctness. Any of these deficiencies shall be grounds for disqualifying the Bid:
 - a. Addenda must be acknowledged. This may be waived in those cases where the addenda have no direct effect on the proposal cost.
 - b. The Bid must be signed.
 - c. The affidavits required by the Bid Documents must be present, signed and properly notarized.

3. The Bidder shall accompany the Bid with:
 - a. A certified check, cashier's check or bid bond equal to five percent (5%) of the total Bid including Alternates, which shall be deposited with the LFPD as a guaranty; or
 - b. An irrevocable letter of credit containing terms the LFPD prescribes, issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation for the benefit of the LFPD in an amount equal to five percent (5%) of the total Bid including Alternates. The LFPD shall deposit the irrevocable letter of credit as prescribed by LFPD.
 - c. All equipment lists, selected materials, or other information when required by the specifications must be present.
4. The cost of republication of the notice to Bidders, actual expenses incurred by reason of the Bidder's default and the difference between the low Bid of the defaulting Bidder and the amount of the Bid of the Bidder to whom the Contract is subsequently awarded, but not to exceed the amount of the certified check, cashier's check, bid bond or irrevocable letter of credit may, at the discretion of LFPD, be forfeited to the LFPD in the event the apparently successful Bidder fails to execute the Contract or fails to provide the required bonds or irrevocable letters of credit and insurance to the LFPD.
5. The LFPD shall return a certified or cashier's check, bid bond, or irrevocable letter of credit to the successful Bidder on execution and delivery of the Contract and required bonds or irrevocable letters of credit and insurance. Checks of unsuccessful Bidders shall be returned in accordance with the terms of the Bid solicitation.
6. Nothing contained herein shall be construed so as to prevent the LFPD or the courts from exonerating the Bidder and other parties to the Bid security document from liability upon a timely showing that the Bidder committed what the courts have determined under the common law to be an excusable Bidding error and for that reason it would not be equitable to enforce the Bid security.

Bid Review and Evaluation

1. At the conclusion of the Bid opening, the Bids will be reviewed and considered by a designee LFPD. The following items shall be reviewed:
 - a. **Surety companies.** If a surety company is used to issue bonds, the company must be registered to do business in Oklahoma and listed in Federal Circular 570. When a bid bond is required and the bond submitted is from a company not registered in Oklahoma or prequalified by LFPD or Oklahoma Department of Central Services as good and sufficient, or if the company is not listed in Federal Circular 570, the Bid shall be disqualified.
 - b. **Verification of Bid contents.**
 - i. Extensions on unit price calculations shall be recomputed. In case of an error, the Unit Price shall govern.
 - ii. When there is a variance between the amount in words and the figures, the amount in words shall govern.
 - iii. Bid forms containing omissions, alteration of form, additions, or conditions not called for, or containing a clause in which the Bidder reserves the right to accept or reject a Contract, shall be disqualified.
 - iv. LFPD may reject a Bid as nonresponsive if the prices Bid are materially unbalanced between line items or sub line items. A Bid is materially

- unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work; and, if there is reasonable doubt that the Bid will result in the lowest overall cost to LFPD even though it may be the low evaluated Bid; or, if it is so unbalanced as to be tantamount to allowing an advance payment.
- v. Failure to submit unit prices for any requested work item shall cause the Bid to be disqualified.
- c. Before a Contract may be awarded to a Bidder, the Bidder's ability to perform the required work is considered. Any of the following may be grounds for disqualifying the Bidder.
- i. More than one (1) Bid for the same work from an individual, firm, partnership, joint venture, or corporation under the same or different names.
 - ii. Evidence of collusion among Bidders, subcontractors, or material suppliers.
 - iii. Lack of responsibility as shown by past work for LFPD judged from the standpoint of workmanship and progress.
 - iv. Uncompleted work under any Contract with LFPD or any party which might hinder or prevent the prompt completion of the Contract, if awarded.
 - v. For being in arrears on existing Contracts with the State or LFPD or having defaulted on a previous Contract or failure to comply with any other just and reasonable cause.
 - vi. Certificate by the Oklahoma Human Rights Commission that the Bidder has engaged or is engaging in a discriminatory practice.
 - vii. Any violation of LFPD or Oklahoma Department of Central Services rules or other information indicating that the Bidder is no longer responsible nor qualified to do business with the State.
- d. The review/evaluation shall be completed within the greater of fifteen (15) days or the next regularly scheduled meeting of the LFPD Board of Directors after the Bid opening. The General Manager may extend the evaluation period.
- e. Decisions leading to the Contract award may be appealed in writing within five (5) working days of notice of the decision to the LFPD Board.
- f. All opened Bids, both successful and unsuccessful, and all Contracts and required bonds shall be placed on file and maintained in the main office of the LFPD for a period of five (5) years from the date of opening of Bids or for a period of three (3) years from the date of completion of the Contract, whichever is longer, shall be open to public inspection and shall be a matter of public record.

Rejection of Bids

1. LFPD has the right to reject any or all Bids and to reject a Bid not accompanied by any required Bid security, or accompanied by other information as required by the Bidding Documents. LFPD may reject a Bid which is in any way incomplete or irregular.

2. LFPD will reject any Bid that is not signed by the authorized representative of the Bidder or does not contain the affidavit(s) included in the Bidding Documents. The affidavit must be properly signed by the Bidder, notarized and stamped by a Notary Public.
3. LFPD reserves the right to reject any or all Bids, to waive any and all informalities, to evaluate Bids, and to disregard all nonconforming, nonresponsive, or conditional Bids. LFPD reserves the right to accept or reject any Bid which, in its judgment, in is the best interest of LFPD. LFPD may consider any exceptions to the Bidding Documents as nonresponsive and cause for rejection of a Bid.

Contract Award

1. Bids are normally awarded to the lowest, best, and responsible Bidder as determined by the review of the Bids. Within (5) five business days after approval by the LFPD Board of Directors, the successful Bidder shall be notified by LFPD of its selection and shall be provided copies of the Contract to execute. The LFPD Board of Directors may grant a reasonable extension of the awarding period, by formal recorded action and good cause shown. The contractor shall be given a specific period of time, not to exceed thirty (30) days, in which to execute the Contract and obtain the necessary bonds and insurance. No Bidder shall obtain any property right in a Contract awarded under these provisions until the Contract has been fully executed by both the Bidder and the LFPD. The award is expected to be at the February Board meeting held on February 14, 2021.
2. The Notice to Proceed shall not be issued until the Contract has been executed by all parties and no Work shall commence until the Notice to Proceed has been received by the contractor.
3. All bonds required herein must be on terms acceptable to LFPD and issued by certified companies as identified in the U.S. Department of Treasury Federal Circular 570. This circular can be found at http://www.fms.treas.gov/C570/c570_a-z.html. The following surety bonds or Letters of Credit shall be required as provided in the Pro Forma Contract:
 - a) Performance Bond for 100% of the value of the Contract to insure completion of the Work;
 - b) Defect Bond for 100% of the value of the Contract to provide correction of defects in the construction and equipment for one year after acceptance of the Work; and
 - c) Payment Bond for 100% of the Contract to assure that LFPD is protected from the action of subcontractors, suppliers and employees for unpaid debts of the contractor.
 - d) All bond submittals shall contain all terms and conditions of the bonds.
 - e) Irrevocable Letters of Credit may be used as a substitute for the bond(s) required in the Pro Forma Contract and shall be in a form and with terms acceptable to LFPD.

f) Such bonds or irrevocable letters of credit shall be valid to the end of the Base Warranty Period as defined in the Pro Forma Contract

4. Insurance shall be provided as required by the Pro Forma Contract.

- End of Page -

**PROPOSAL
TO THE
LIMESTONE FIRE PROTECTION DISTRICT
FOR BID 2020-05
FIRE STATION 3 CONCRETE AND DRAINAGE CONSTRUCTION**

MADE BY: _____

State of Incorporation _____
Business Address: Street: _____
City _____ State _____ Zip Code _____
Telephone Number _____
Fax Number _____
E-Mail _____

The Bidder named above hereby tenders his Bid and declares that the only person or persons interested in this proposal is or are named above; that the Bid is made without collusion with any other Bidder and is in all respects without collusion or fraud. The Bidder further declares he has examined the "*Pro Forma Contract BID 2020-05 Station 3 Concrete and Drainage Construction*" the specifications and the Contract drawings referred to, and has read the REQUEST FOR PROPOSAL REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS; included herein and agrees to furnish all the materials, equipment, and services necessary or proper to carry out such Contract in the manner, on the terms, and under the conditions set forth therein and in the specifications, **and to accept in full payment the firm lump sum Base bid of:** \$ _____ (*Base bid price in writing*) _____

Bid Price, including 100% of the bond coverage required under the Pro Forma Contract.

Accompanying this proposal is a certified check, cashier's check or bid bond in the amount of five percent (5%) of Bidder's lump sum Bid price; in the amount of: _____

_____ Dollars (\$ _____) payable to the Limestone Fire Protection District, all as called for in the REQUEST FOR PROPOSAL, and it is hereby agreed that in case of failure on the part of the undersigned to execute the Contract including delivery to LFPD of the required bond or irrevocable letter of credit for performance and warranty guarantees, within sixty (60) days from the date that notice of the acceptance of this proposal is given the undersigned, the undersigned will be deemed to have abandoned the Contract, and thereupon the above five percent (5%) Bid security shall be due and payable thereunder to LFPD as liquidated damages for such failure and not as a forfeiture.

In case this proposal is accepted by LFPD, the following surety company, or bank, namely,

_____ has agreed to provide the required bond or irrevocable letter of credit for performance, warranty and payment guarantees.

Note: If this Bid is made by an individual, it shall be signed with his/her usual business signature, with his/her business address and place of residence; if by a firm, the co-partnership name shall be signed by a member of the firm and the name and address of each member shall be given; if by a corporation, it shall be signed by a duly authorized officer, with the corporate name attested by the corporate seal, and the business address of the corporation shall be given.

Signed: _____

Date: _____

(Seal)

SUBCONTRACTORS

In case this proposal is accepted by LFPD, the following subcontractors will be used (if no work will be subcontracted, state "NONE"):

Subcontractor identification is for information only and award of Contract does not constitute approval of identified subcontractors nor relieve the Bidder of the responsibility for providing qualified subcontractors. If any other subcontractors are used, the contractor must obtain LFPD advanced approval in writing.

Work Subcontracted

Firm Name and Address

EXCEPTION STATEMENT

This part of the proposal must be completed even if no exceptions are stated.

EXCEPTIONS (Attach additional pages if required. If no exceptions, state "NONE".)

CREW SCHEDULE

Crew Foreman (attach experience description): _____

Crew Size: _____

Equipment: _____

Planned Work Schedule: _____ Days/Week; _____ a.m. to _____ p.m.

SCHEDULE

Upon receipt of Authorization to Proceed for LFPD, work shall be completed by _____.

The work in the field will start no earlier than _____, or one week after receipt of Notice to Proceed from LFPD, whichever is later.

Bidder: _____

Date: _____

By: _____
(Signature)

Title: _____

PRICE SCHEDULE

Northern Section \$ _____

Southern Section \$ _____

Bonds \$ _____

Total \$ _____

NON-COLLUSION AFFIDAVIT

A. For purposes of competitive bid or contract, being of lawful age and first duly sworn on oath, I certify:

1. I am the duly authorized agent of _____,
(Company Name)
the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder, nor contractor, nor anyone subject to the bidder's or contractor's direction or control, has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor, whether competitively bid or not, has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

B. The contractor further certifies that no person who has been involved in any manner in the development of said contract while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under said contract.

C. If any contract pursuant to this bid is for professional services as defined in 74 O.S. § 85.2.25, and if the final product is a written proposal, report or study, the contractor further certifies that (s)he has not previously provided the state agency or any other state agency with a final product that is a substantial duplication of the final product of the proposed contract.

Authorized Signature _____ *Certified this Date*

Printed Name _____ *Title*

State of _____ County of _____

Subscribed and sworn to me this _____ day of _____, 20 _____

Notary Seal:

Notary Public Signature

My commission expires: _____

My commission number: _____

BUSINESS RELATIONSHIPS AFFIDAVIT

Bidder shall accompany Bid with a written statement under oath disclosing the following information:

1. The nature of any partnership, joint venture, or other business relationship then in effect or which existed within one (1) year prior to the date of such statement, with any architect, engineer, or other party to the project.

2. Any such business relationship then in effect or which existed within one (1) year prior to the date of such statement, between any officer or director of the Bidding company and any officer or director of any architectural or engineering firm or other party to the project; and

3. The names of all persons having any such business relationships and the positions they hold with their respective companies or firms. If none of the business relationships hereinabove mentioned exist, then provide a statement to that effect.

Signature Date

Subscribed and sworn to before me this _____ date of _____, _____.

Notary Public

(Seal)

My Commission Expires: _____
Commission No.: _____



PRO FORMA CONTRACT

for

Contract: 2020-05

CONSTRUCTION SERVICES

At Fire Station #3

TABLE OF CONTENTS

<i>PRO FORMA CONTRACT</i>	18
1. RECITALS	20
2. SCOPE OF WORK.....	22
3. CONTRACT PRICE, ACCEPTANCE, FINAL PAYMENT, ALTERATIONS AND CHANGE ORDERS	22
4. CONTRACTOR'S OBLIGATIONS	24
5. BONDS AND INSURANCE.....	27
6. CONTRACT TERM AND TERMINATION	28
7. SUBCONTRACTING	29
8. INDEMNITY	30
9. WARRANTIES	30
10. FORCE MAJEURE	31
11. TITLE	31
12. ASSIGNMENT.....	32
13. AMENDMENT	32
14. TAXES	32
15. PATENTS.....	32
16. COMPLIANCE WITH LAWS	32
17. ACCESS TO WORK AND RIGHT OF INSPECTION BY LFPD.....	33
18. ACCOUNTING AND AUDIT RIGHTS	33
19. WAIVERS	33
20. ENVIRONMENTAL COMPLIANCE	34
21. CONFIDENTIALITY	34
22. APPLICABLE LAW	35
23. NOTICES	35

THIS CONTRACT, made and entered into this _____ day of _____, _____, by and between the **LIMESTONE FIRE PROTECTION DISTRICT**, an agency of the State of Oklahoma, organized and existing pursuant to 19 O.S. § 21-901 *et seq.*, as amended, (herein "LFPD") and _____, (herein "Contractor"), incorporated in the state of _____.

WITNESSETH:

That in consideration of the mutual terms, covenants and conditions set forth, the parties agree as follows:

1. RECITALS.

1.1 LFPD has called for bids for:

**Contract No. 2020-05
Construction Services
Fire Station #3**

called the "Project," which is to be in accordance with the plans and specifications therefor prepared by LFPD, and is further identified as all the Specifications, Contract Documents, blueprints, drawings and any addenda made a part of this Contract. Contractor's bid is incorporated into and made a part of this Contract by reference, as fully as if copied at length.

1.2 This Contract together with LFPD's Request for Proposal contains the entire agreement between the parties as to the terms and conditions governing this Contract. This Contract shall supersede any and all additional or conflicting terms and conditions submitted in the Contractor's bid, all prior agreements, warranties, commitments, representations, writings and discussions between the parties. This Contract together with all plans, and the general and technical specifications contained in LFPD's Request for Proposal and Contractor's bid shall be the entire agreement and understanding between the parties as to the technical aspects of this Contract. This Contract shall be amended or modified only by a Change Order. A copy of LFPD's Request for Proposal, including all modifications and addenda, is attached hereto, and made a part hereof. Likewise, a copy of Contractor's Bid Proposal, including all modifications, is attached hereto, and made a part hereof. In the event of inconsistency or conflict between anything contained within the provisions of this Contract, LFPD's Request for Proposal, and the Contractor's Bid Proposal, the order of precedence for interpretation of the terms and conditions of this Contract shall be as follows: (1) Contract; (2) LFPD's Request for Proposal; and (3) Contractor's Bid Proposal.

1.3 By executing the Contract, Contractor represents that he has carefully examined the project site and has informed himself as to the facilities for delivery and placing of all equipment and materials. Contractor further agrees that it is his responsibility to evaluate the local economy, available labor, weather and other conditions which will influence his productivity in performing the Work. Contractor understands that no plea of ignorance of conditions that exist or difficulties that may be encountered in the execution of the work as a result of the failure to make necessary examinations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill all requirements in the Contract or will be accepted as the basis of any claim for extra compensation.

1.4 LFPD and Contractor agree that the following definitions shall be applicable to this Contract:

Base Warranty Period – shall mean the period commencing with the execution by both parties of the "*Certificate of Contract Completion*" and ending one (1) year thereafter.

Change Order – is a modification of the Contract signed by both parties. A Change Order is necessary for any change in the Work, any change or adjustment in the amount of the Contract Price, or any change or adjustment in the Contract time or schedule. Change Orders are subject to approval by the LFPD Board of Directors and any limitations set forth in Oklahoma law and regulations.

Completion of the Work - shall mean the date when LFPD issues a final certificate stating that the Work specified in the Contract has been completed and is ready for acceptance under the terms and conditions contained therein.

Contract Documents - shall mean: (1) LFPD's Request for Proposal, and any modifications thereto; (2) Contractor's Bid Proposal, and any modifications thereto; (3) plans, drawings or Specifications; (4) this Contract; (5) Change Orders issued after execution of the Contract; and (6) any other document mutually agreed to in writing by both parties.

Contract Term - shall mean the date set forth in this Contract. If no specific term is set forth in this Contract, LFPD's Request for Proposal shall govern regarding the Contract Term. If no specific term is set forth, the Contract expires by its own terms upon satisfactory completion of the Work. However, Contractor's contractual obligations pertaining to warranty, indemnification, confidentiality, insurance, and audit rights shall survive termination.

Contractor - shall mean the party entering into this Contract for the performance of the required work and/or any designated representatives of said Contractor.

Designated LFPD Representative – shall mean the person authorized to represent LFPD and who shall be appointed by the Board of LFPD. Such appointment shall be in writing and shall be provided to Contractor. Contractor shall only perform work hereunder as authorized by the Designated LFPD Representative.

Final Acceptance Certificate - shall mean the certificate issued by LFPD to Contractor stating that the Work specified in the Work Authorization has been completed according to the terms and conditions of the Contract Documents.

LFPD - shall mean the Limestone Fire Protection District, an agency of the State of Oklahoma, as defined by 19 O.S. § 21-901 *et seq.*

Site - shall mean LFPD's facility where the Work is to be performed.

Specifications - shall mean, collectively, all of the terms and stipulations contained in the specifications appended to this Contract and includes all written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

Subcontractor - shall mean a person, firm or corporation to whom any part of this work has been sublet by or supplied to Contractor. This term includes, but is not limited to, a person or entity who has a direct contract with the Contractor to perform a portion of the Work or to provide materials or equipment.

Work - shall mean the construction and services required by the Contract Documents whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by the contractor to fulfill the Contractor's obligations.

2. SCOPE OF WORK.

Contractor shall furnish all personnel, material and equipment, except as otherwise provided, for the Work to be performed, as described in LFPD's Request for Proposal and at the prices agreed to in Contractor's attached Bid Proposal.

3. CONTRACT PRICE, ACCEPTANCE, FINAL PAYMENT, ALTERATIONS AND CHANGE ORDERS

3.1 The Contract Price as contained in Contractor's Bid Proposal, shall be _____ Dollars (\$_____) and payable as set forth:

3.2 At times, partial payments on projects may be necessary by LFPD, before LFPD takes possession of the project. Partial payments for work completed and materials stored on site may be submitted once each month. In such instances, the following procedure applies:

- a) The Contractor shall be required to complete a detailed breakdown of costs, arranged according to sections of the specifications, and submitting it to the Designated LFPD Representative, for approval by the Board. This breakdown shall be used throughout the job and cannot be changed without approval from the LFPD Board.
- b) The Contractor should meet with the appropriate LFPD Representative or designee when the rough draft of the pay request is prepared. At such time, the parties shall agree on percentages of work completed prior to typing the final form. The Contractor should furnish the designated LFPD representative or designee with (2) two copies of the pay request and all supporting documents.
- c) An itemized listing of materials stored on site at the end of the period covered in the pay request shall be prepared on the Contractor's letterhead. Copies of paid invoices are to be attached. The date on the listing must agree with the date on the pay request. The materials must be stored at the site and cannot be removed after the payment has been made. The detailed description of stored materials should show quantities and sizes of materials. The usual terms of reference such as tons of steel and types of windows shall be acceptable. If the Contractor deems it necessary, and it is recommended by both the appropriate Board member, the Contractor may store material off-site if there is a written agreement between LFPD and the Contractor. This agreement must provide the following:

- i. Proof of applicable insurance.
 - ii. A written guarantee of delivery to the job site.
 - iii. A written title to all materials covered by the request for payment, which shall pass to LFPD.
 - iv. An on-site inspection of facilities by an authorized LFPD representative to verify the authenticity of quantities of stored materials.
 - v. All pay requests shall be submitted to LFPD.
- d) If partial payments are made hereunder, ten percent (10%) of all partial payments made shall be withheld as retainage. At any time the Contractor has completed in excess of fifty percent (50%) of the total contract price, the retainage shall be reduced to five percent (5%) of the amount earned to date if LFPD has determined that satisfactory progress is being made, and upon approval by the surety. If satisfactory progress is not maintained, the retainage may be increased back to ten percent (10%) of the total contract price.
- e) The *Certificate of Contract Completion*, *Consent of Surety* and the *Contractor's Warranties* must be submitted with the final request for pay to LFPD.

3.3 Upon completion of the Work, Contractor shall give written notice to LFPD that the Work is ready for final inspection and acceptance, and shall at the same time submit evidence satisfactory to LFPD that all payrolls, material bills, sums due subcontractors and any or all other indebtedness connected with the Work have been fully paid. LFPD shall promptly make an inspection of the Work. In the event any portion of the Work is not in accordance with the plans and specifications or is faulty, whether such defect be latent or patent, discovered or undiscovered, before the final acceptance under this provision, Contractor shall at its expense remedy such deficiencies or defaults and correct any improper construction or workmanship in accordance with the Contract and warranty article herein, and shall then complete performance of this Contract in accordance with the plans and specifications and these contract documents.

3.4 When, upon inspection, LFPD finds that the Work has been fully completed and the Contract fully performed, Contractor and LFPD shall complete the applicable portions of the attached "*Certificate of Contract Completion*" form, including release of all claims and liens. The Contractor shall complete the sworn affidavit on this certificate, thus certifying all Work is complete in accordance with all terms of this Contract, and releasing LFPD from all claims and liens. LFPD agrees not to unreasonably withhold issuance of this certificate for minor inconsistencies that Contractor has agreed in writing to remedy in accordance with the Contract. Upon receipt of the final certificate from LFPD that said Work has been completed according to the terms and conditions of the Contract documents, Contractor shall invoice LFPD for payment in full, including retainage amounts, in accordance with the prices shown in Contractor's Bid Proposal, along with the sum of the change orders, and LFPD shall, within thirty (30) days, pay to Contractor the entire balance then due and payable unless otherwise agreed to in writing signed by both parties. No interest or penalty shall be charged by Contractor for late payment until forty-five (45) days after receipt of the invoice at LFPD's office. If there are apparent billing errors, or amounts in dispute, payment will be delayed for those specific items until such errors or disputes are resolved satisfactorily between the parties. All submittals, operating manuals, brochures, as-built drawings, receipts for keys given to LFPD, warranties, and all other

requirements of the contract shall have been submitted to LFPD for the items received by them, before final payment is made.

3.5 It is specifically understood that LFPD's approval of the "*Certificate of Contract Completion*", shall not of itself constitute an approval or acceptance of any faulty Work or defective materials, whether latent or patent, nor shall any payment, whether progress payment or final payment by LFPD, constitute a waiver and/or acceptance of any defective or faulty workmanship or materials. On such final completion, Contractor shall furnish to LFPD a release of all claims and right of lien and a sworn statement as required by law, and Contractor acknowledges receipt of statutory notice to furnish the same before final payment shall be due under this Contract.

3.6 Contractor shall not be entitled to any claim for extras in any amount, whether performed or not, unless before their commencement such extras shall have been approved and authorized in writing by the Board of LFPD.

3.7 The following procedure shall apply to changes to the Work outside the original scope of the Contract:

- a) When it has been determined that a change is needed in the work and prior to the issuance of any Change Order, the LFPD Representative and the Contractor shall complete applicable portions of the "*Change Order Request*" form attached to this Contract. The "*Change Order Request*" shall fully describe the scope of work explaining completely what each item entails and the cost, credit, and time extension involved. The Contractor shall provide a detailed breakdown of cost, showing quantities and sizes of materials, unit cost, labor, equipment, profit and overhead, and other expense items. The Designated LFPD Representative shall transmit the completed "*Change Order Request*" to the Board and appropriate LFPD officials. The change in work scope described in the Change Order Request is not authorized until it has been approved in writing by the LFPD Board of Directors.
- b) Change Orders or addenda to contracts shall not exceed a fifteen percent (15%) cumulative increase in the original contract amount.
- c) Change Orders or cumulative Change Orders which exceed the limits of b) shall require a re-advertising for bids on the incomplete portions of the contract.
- d) All Change Orders shall require formal approval by the LFPD Board of Directors and the reasons for approval shall be recorded in the permanent records of LFPD. The LFPD Board of Directors must accept the additional adjusted amount prior to LFPD being responsible for payment thereof. The approval by the LFPD Board of Directors and the reasons for approval of the Change Order shall be reflected in the formal minutes thereof.

4. CONTRACTOR'S OBLIGATIONS.

4.1 Contractor shall, unless otherwise specified, provide all supervision, materials, labor, tools, equipment, and other facilities necessary for the execution and completion

of the specified Work. All materials, unless otherwise specified, shall be new. Contractor shall, if required, furnish satisfactory evidence as to kind and quality of materials to the Designated LFPD Representative who shall approve or reject them. Contractor shall diligently perform the specified Work in accordance with good industry practices and in a workmanlike manner, and shall use such methods, appliances, supervision and inspection for the performance of the specified Work as will assure satisfactory quality conforming to the provisions of this Contract. LFPD will not provide equipment to be used by Contractor for performing authorized Work.

4.2 Contractor shall commence Work only after receiving a written authorization from the Designated LFPD Representative. Contractor shall furnish sufficient trained and experienced personnel, materials, and equipment, and shall work such hours and shall furnish such other necessities so as to assure the completion of the authorized Work in accordance with the work scope and schedule specified by the Designated LFPD Representative. Contractor agrees to utilize his best skill and judgment, and to cooperate with LFPD in every way. Contractor agrees to provide highly competent supervision and direction and to maintain at the Site the necessary material, equipment and skilled workmen to properly prosecute the Work to completion. Contractor shall remove from the Site any specific personnel designated by the Designated LFPD Representative. The Contractor shall obtain approval from LFPD for all personnel sent to the Site, including supervision.

4.3 Contractor shall do no Work without drawings and specifications approved by the Designated LFPD Representative. Where Contractor proposes to deviate from the drawings or specifications, he must have approval in writing from the Designated LFPD Representative before commencing the Work. All Work done under this Contract shall be done to the satisfaction of the Designated LFPD Representative, who shall, in all cases, determine the amount, quality acceptability, and fitness of the completed Work. The Designated LFPD Representative shall decide all matters which may arise as to the Contractor's fulfillment of the Contract specifications. The decision of the Designated LFPD Representative thereon shall be final and conclusive.

4.4 Contractor shall obtain all permits, certificates and licenses which are requirements in existence on the date of Contract award, except for those specifically required or normally furnished by LFPD, and Contractor agrees to fully comply with such permits. Further, Contractor shall, where applicable, comply with all applicable codes.

4.5 Contractor shall, in a good and workmanlike manner, perform all Work and furnish all labor, materials, supplies, machinery, equipment, facilities and means, except as otherwise provided, necessary or proper to perform and complete all the Work required by this Contract, within the time specified, which time is considered to be of the essence to LFPD, in accordance with the provisions of this Contract and the specifications. It is expressly understood and agreed by the parties that the above times for completion of the Work are reasonable times for its completion, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

4.6 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the LFPD Representative immediately.

4.7 Contractor agrees to perform all Work and complete the construction of the Work within hundred (100) calendar days after receiving the official Notice to Proceed. Should Contractor neglect, fail or refuse to complete the Work within hundred (100) days after receiving the official Notice to Proceed, then Contractor agrees, as part consideration for the awarding of this Contract, to pay to LFPD, ONE THOUSAND DOLLARS (\$1,000.00) not as a penalty, but as liquidated damages for each such breach of contract, for each and every calendar day, after the time set forth as provided that Contractor shall be in default in completing the Work. In the computation of the time actually taken to complete the Work, the length of time (expressed in days or parts of days) during which the Work or any part of it has been delayed in consequence of any act or omission of LFPD, (which shall be determined by LFPD who shall certify to the same in writing, and whose determination and certificate shall be binding and conclusive upon Contractor), or any force majeure event, shall be allowed to Contractor and excluded from the computation.

Notwithstanding the above, the total liquidated damages for delay in completion of the Work as a result of causes that are deemed to be within the reasonable control of Contractor are limited to a maximum of twenty percent (20%) of the total price of the Work covered by this Contract.

4.8 The liquidated damages described above are fixed and agreed upon by the parties because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages LFPD would in such event sustain. The said amount is agreed by the parties as liquidated damages and not as a penalty. The parties hereto have computed, estimated and agreed upon the sum as an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result.

4.9 It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications in which a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any Work, the new time limit fixed by such extension shall be of the essence of this Contract. A request for extension of time shall be filed with the Designated LFPD Representative within twenty (20) days from the date when any alleged cause for delay shall occur. No extension shall be deemed to be a waiver by LFPD of any of its rights under this Contract.

4.10 Contractor agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly as far as possible, but it is expressly understood and agreed that the rate of progress and the time for completing the Work is subject to extension and revision in the event that Contractor is delayed in performance due to unforeseeable causes beyond its control and without its fault.

4.11 Contractor shall repair or replace any and all equipment or facilities damaged by him or his sub-contractors in a timely manner. This repair shall be finished before any final payment is made.

4.12 Contractor shall follow all safety laws and regulations as they pertain to this Work. Contractor shall also assure that his sub-contractors also follow the appropriate safety laws and regulations.

5. BONDS AND INSURANCE.

5.1 Upon execution of the Contract, Contractor shall furnish three bonds for Contracts exceeding Fifty Thousand Dollars (\$50,000.00):

a) Performance Bond for 100% of the value of the Contract to insure completion of the Work;

b) Defect Bond for 100% of the value of the contract to provide correction of defects in the construction and equipment for one (1) year after acceptance of the Work; and

c) Payment Bond for 100% of the contract to assure that LFPD is protected from the action of Subcontractors, suppliers and employees for unpaid debts of the Contractor.

5.2 All bonds shall be in a form approved by LFPD with terms acceptable to LFPD. All bond submittals shall contain all terms and conditions of the bonds or applicable to the bonds. The surety company is registered to do business in Oklahoma and is listed in Federal Circular 570.

5.3 Irrevocable Letters of Credit may be used as a substitute for the bond required in 5.1 above and shall be in a form approved by LFPD and with terms acceptable to LFPD.

5.4 Such bonds or irrevocable letters of credit shall be valid for a period of one (1) year after acceptance of the Work, or to the end of the Base Warranty Period as defined in Article 1.4 herein, whichever is sooner.

5.5 Contractor, at its own expense, shall carry, with reliable insurance companies licensed to do business in the State of Oklahoma and acceptable to LFPD, the following types of insurance with limits not less than shown in the respective amounts:

- a) Workers' Compensation Insurance complying with all statutory benefits to the statutory limits, including coverage as necessary for the benefits provided under the U. S. Long Shoremen's and Harbor Worker's Act and the Jones Act, and employer's liability insurance to cover operations of the party required to furnish same performed in connection with the Work of no less than: (i) a combined single limit per occurrence of One Hundred Thousand Dollars (\$100,000) for each accident; (ii) Five Hundred Thousand Dollars (\$500,000) disease policy limit; and (iii) One Hundred Thousand Dollars (\$100,000) disease coverage per each employee.
- b) Liability Insurance in form providing coverage not less than that of Standard Comprehensive General Liability Insurance policy covering operations of the party required to furnish same, including Hazards of Premises/Operations (including

explosion, collapse and underground coverage), Independent Contractors, Products and Completed Operations for two (2) years after completion of the Work, Contractual Liability coverage (for any contracts related to the Work), and Personal Injury Liability coverage for claims arising out of the Work hereunder for Personal Injury "occurrence" of Bodily Injury (including death) and Property Damage (Broad Form, including Completed Operations) in policy or policies of insurance such that the total available limits combined shall not be less than One Million Dollars (\$1,000,000).

- c) Automobile Liability Insurance with coverage for owned vehicles, non-owned vehicles and hired vehicles, with a combined single limit per occurrence of not less than One Million Dollars (\$1,000,000).
- d) The Contractor shall provide Excess/Umbrella insurance coverage of not less than Three Million Dollars (\$3,000,000) to follow form on the employer's liability, general liability and auto insurance heretofore described in this Section.

5.6 Contractor hereby waives and agrees to have its insurers waive any rights of subrogation they may have against LFPD, and any and all of its Directors, officers, agents and employees and their insurers. Contractor also waives any rights of subrogation as respect to deductibles under such policies and as respect to damage to its equipment, including loss of use thereof, whether insured or not. Deductibles on insurance policies shall be for the account of Contractor. Contractor's insurance shall be primary and insurance policies carried by LFPD shall not be called upon for contribution. Contractor further agrees to name LFPD as an additional named insured under its applicable insurance policies to the extent the coverage provided relates to the Work to be performed hereunder, but in no event shall such additional insured status extend coverage beyond the indemnification contained herein.

5.7 A certificate of such insurance shall be forwarded to Limestone Fire Protection District. The certificate must show the name and address of the insured, particular work covered, limits of coverage, policy number, effective and expiration dates and cancellation requirements. The cancellation clause must provide for thirty (30) days prior written notice to LFPD of cancellation or the making of any material change.

6. CONTRACT TERM AND TERMINATION.

6.1 The period of performance under this Contract shall be as provided herein from the effective date of this Contract unless sooner terminated as provided for herein.

6.2 LFPD may terminate this Contract for convenience upon fourteen (14) days prior written notice to Contractor or immediately in the event the Work is delayed for a period in excess of ninety (90) days due to a force majeure condition. Termination charges in either event will include a portion of the purchase price reflecting the amount of work performed, man hours expended and materials acquired at the time of termination. These charges will also include the expenses associated with the termination, including, but not limited to, any additional expense incurred by reason of termination or cancellation of agreements between Contractor and its suppliers, and any applicable costs allocated in contemplation of performance, including profit and overhead costs associated with the work performed, but not including any consequential damages. Contractor will make every reasonable effort to minimize such termination charges.

Upon receipt of written notice from LFPD of termination, the Contractor shall cease operations as directed by LFPD, take actions necessary or that LFPD may direct, for the protection and preservation of the Work, and except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase order. All termination charges shall be due and payable thirty (30) days from the date of receipt of Contractor's invoice. No interest or penalty shall be charged by Contractor for late payment until forty-five (45) days after receipt of the invoice at LFPD's office.

6.3 LFPD may terminate this Contract for cause if Contractor shall fail, at any time during the performance hereof, to provide the necessary crews, tools and equipment for the performance of the work hereunder; shall fail to make payment to Subcontractors for materials or labor; persistently disregards laws, ordinances, or regulations; or shall fail to perform any of its obligations as herein expressed. In such event, and if Contractor fails to substantially cure the non-conforming action within five (5) days of receiving notice, LFPD may, at its election, and without prejudice to other remedies it may have, either (i) cancel this Contract in its entirety and pay to Contractor the reasonable value of the work completed to date of cancellation; or (ii) relet the work to another Contractor. In such event, Contractor shall not be entitled to any consequential damages. If the nature of the remedial action is such that reasonable efforts are taken in a timely manner by Contractor, then LFPD will continue to allow Contractor to complete the remedial action without declaring Contractor to be in default. Following completion of the work under (ii) above, Contractor shall be entitled to receive the balance of the amount owed Contractor as specified in this Contract, less the cost to LFPD for completion of the work; provided, however, if the cost of completion, plus any payments previously made to Contractor, exceeds the amount specified, Contractor shall promptly pay LFPD the amount of such excess. Any remedy hereinabove provided for LFPD in the event of default by Contractor shall not be construed as a waiver of other rights or remedies to which LFPD may be entitled by virtue of such default.

6.4 Upon termination of the Contract by LFPD, LFPD shall be released from further liability to the Contractor or Surety Company. If the Contractor cannot be located, the payment for any amount owed to the Contractor for work performed, shall be held in LFPD funds for the Contractor for a period not to exceed thirty-six (36) months at which time the payment shall be deposited in the LFPD Revenue Fund. This shall release LFPD from any further liability to the Contractor or Surety Company.

7. SUBCONTRACTING.

7.1 Except as provided in Contractor's Bid Proposal, Contractor shall not subcontract any portion of the Work without first obtaining LFPD's written consent. Approval of any subcontractor by LFPD shall not constitute a waiver of any right of LFPD to reject work not in conformance with the Contract. This right of subcontractor and subcontract approval does not extend to individuals or entities providing services to Contractor under personal or professional service contracts or subcontracts.

7.2 The requirements in this Contract shall also apply to each succeeding tier of Contractor's subcontractors.

7.3 Contractor shall be fully responsible for acts and omissions of its subcontractors. Nothing in this Contract shall be construed to create any contractual relationship between LFPD and any subcontractor, nor any obligations on the part of LFPD to pay or to see to the payment of any money due any subcontractor of Contractor, except as may be otherwise required by law.

7.4 Contractor shall be responsible for the management and performance of its subcontractors in the performance of the Work to be performed hereunder.

7.5 Contractor shall inspect and promptly report to LFPD any and all defects of such other work as would render it unsuitable for proper performance under this Contract. Failure by Contractor to inspect and report any such deficiency by any Subcontractor shall constitute its acceptance of the work of such Subcontractor as being fit, adequate and proper for the reception of the required work, but this clause shall not be construed or interpreted as relieving Contractor of the primary responsibility of due performance of this Contract in a good and workmanlike manner which shall extend to and encompass any and all work done under this Contract.

8. INDEMNITY AND LIABILITY.

8.1 The Parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. LFPD shall be responsible for the acts and omissions to act of its officers and employees while acting within the scope of their employment according to the Governmental Tort Claims Act, Title 51 O.S. § 151 *et seq.* The Contractor shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents. The Contractor agrees to hold harmless LFPD of any claims, demands and liabilities resulting from any act or omission on the part of the Contractor and/or its agents, servants, and employees in the performance of the contract. It is the express intention of the parties hereto that this agreement shall not be construed as, or given the effect of, creating a joint venture, partnership or affiliation or association that would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint and several liability.

8.2 LFPD does not waive any protection it has under the Governmental Tort Claims Act (51 O.S. § 151 *et seq.*).

9. WARRANTIES.

9.1 Contractor warrants that the equipment and Work to be provided will conform to all specifications which are part of this Contract, will be free of defects in workmanship or material, and will be designed for the purposes stated in the specifications for a Base Warranty Period of one (1) year commencing from the date of completion of the installation, or eighteen (18) months from the date of delivery, whichever should occur first.

9.2 If any failure to conform to the foregoing warranties is discovered before one (1) year after completion of installation, or eighteen (18) months from the date of delivery, whichever should occur first, and LFPD gives Contractor written notice after its discovery of such nonconformity within thirty (30) days of such warranty period, then Contractor shall promptly correct such nonconformity at its sole cost and expense.

9.3 The warranty on the repaired or replaced equipment, or the correction of defective workmanship, provided by Contractor pursuant to the provisions of this warranty, will be on the same terms and conditions as set forth herein commencing from the date of such repair, replacement and/or rework.

9.4 If under the provisions of the Contract, Contractor is notified by LFPD to correct defective or non-conforming Work, and Contractor states or by its actions indicates that it is unable or unwilling to proceed with corrective action in a reasonable time, LFPD may, upon written notice, proceed to accomplish the redesign, repair, rework or replacement of non-conforming Work by the most expeditious means available and back-charge Contractor for the costs incurred. Furthermore, if LFPD agrees to or is required to perform Work for Contractor, such as cleanup, off-loading or completion of incomplete Work, LFPD may, upon written notice, perform such Work by the most expeditious means available and back-charge Contractor for the costs incurred. The cost of back-charge Work shall include labor, materials, and other direct costs. The back-charge notice will request Contractor's concurrence for LFPD to proceed with the required Work. However, failure of Contractor to grant such concurrence shall not impair LFPD's right to proceed with Work under this or any other provision of the Contract.

9.5 LFPD shall separately invoice or deduct from payments otherwise due to Contractor the costs as provided herein. LFPD's right to back-charge is in addition to any and all other rights and remedies provided in this Contract. The performance of back-charge Work by LFPD shall not relieve Contractor of any of its responsibilities under this Contract including but limited to express warranties, specified standards for quality, contractual liabilities and indemnifications.

10. FORCE MAJEURE.

10.1 Contractor will not be liable for failure to perform any obligation or delay in performance resulting from or contributed to by any cause beyond the control of Contractor or its suppliers if such cause was not reasonably foreseeable, or from any act of God; act of civil or military authority; act of war, whether declared or undeclared; act (including delay, failure to act or priority) of any governmental authority or LFPD; civil disturbance; insurrection or riot; sabotage; terrorist activities; fire; earthquake; flood; strike, work stoppage or other labor difficulty; embargo; car shortage; fuel or energy shortage; major equipment breakdown; delay or accident in shipping or transportation; or failure or delay beyond its reasonable control in obtaining necessary manufacturing facilities, labor or materials from usual sources.

10.2 In the event of a delay in performance excusable under this Article, the date of delivery or time for performance of the Work will be extended by a period of time reasonably necessary to overcome the effect of the delay.

11. TITLE. Title to all materials and Work furnished by the Contractor hereunder shall pass to LFPD upon Contractor's receipt of payment as provided in Article 3.1 herein. Notwithstanding the terms of any agency appointment agreement entered into by the parties, Contractor shall retain all risk of loss or injury to all materials and Work to be furnished by Contractor until final approval and acceptance of complete performance of this Contract.

12. ASSIGNMENT. Contractor shall not assign or transfer any work under this Contract without the prior written consent of LFPD. Any assignment by Contractor agreed to by LFPD shall not relieve Contractor of its obligations hereunder.

13. AMENDMENT. This Contract may be amended only by a written instrument signed by both Contractor and LFPD.

14. TAXES. The prices herein are exclusive of any present or future federal, state or municipal sales, use, property, gross receipts, gross income, excise, value added or other similar taxes with respect to the work performed herein. If Contractor is required by applicable law or regulation to pay or collect such taxes on the work performed herein, then LFPD shall pay such tax or reimburse Contractor for any payment of any such tax made by Contractor which is in addition to the Contract Price.

15. PATENTS.

15.1 Contractor will, at its own expense, defend, or, at its option, settle any suit or proceeding brought against LFPD so far as based on an allegation that any equipment furnished and used by Contractor in furtherance of the Work, work on LFPD's material, or process performed by Contractor in connection with the equipment/service or use thereof for its intended purpose constitutes an infringement of any United States patent, copyright or trade secret, if Contractor is notified promptly in writing and given authority, information and assistance in a timely manner for the defense of said suit or proceeding. Contractor will pay the damages and costs awarded in any suit or proceeding so defended. Contractor will not be responsible for any settlement of such suit or proceeding made without its prior written consent. In case the process, as a result of any suit or proceeding so defended, is held to constitute infringement of any patent, copyright or trade secret, or its use by LFPD is enjoined, Contractor will, at its option and its own expense, either (i) procure for LFPD the right to continue using said equipment, LFPD's material or process; (ii) replace it with a substantially equivalent non-infringing equipment, LFPD's material or process; or (iii) modify the equipment, LFPD's material or process so it becomes non-infringing.

15.2 Contractor will have no duty or obligation to LFPD under this Section to the extent that the equipment, work on LFPD's material or process is supplied according to LFPD's instructions wherein compliance therewith has caused Contractor to deviate from its normal course of performance, and by reason of said instruction, a suit is brought against LFPD.

16. COMPLIANCE WITH LAWS.

16.1 In the performance of any work under this Contract, Contractor and its suppliers shall comply with all applicable provisions and requirements of the Civil Rights Act of 1991 and any amendments thereto, the Fair Labor Standards Act of 1938 and amendments thereto, the Occupational Safety and Health Act of 1970 and all other federal, state and local laws, including but not limited to environmental laws. The Contract Price, as contained in Contractor's Bid Proposal for the work hereunder, is based on compliance by Contractor with these laws and requirements as they are in effect on the date of the offer prepared by Contractor. If any failure by Contractor or any subcontractor to comply with such laws, regulations or enactment shall result in any fine, penalty, cost or charge or expense being assessed or levied against LFPD, Contractor agrees to indemnify LFPD for such expenses.

16.2 The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time this Contract is executed or awarded, are in compliance with 25 O.S. Section 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Section 1312 and includes, but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

17. ACCESS TO WORK AND RIGHT OF INSPECTION BY LFPD. LFPD shall have reasonable access to the areas of Contractor plants where the work under this Contract may be being performed to enable LFPD to observe tests on the work. Contractor, if requested, will inform LFPD of those tests and procedures which can be witnessed. Should LFPD elect to witness specific tests, LFPD must so specify such requirement in ample time to permit Contractor to include said witness tests in the schedule. Contractor, if requested, will advise LFPD of the schedule of such tests. However, no rescheduling of tests or delays in manufacturing or shipment will be made to accommodate such inspection. Contractor will exercise reasonable efforts to secure similar rights with respect to the inspection of the work at Supplier's premises. Any tests conducted at the Project Site shall likewise contain the same rights.

18. ACCOUNTING AND AUDIT RIGHTS

18.1 For all contracts other than those on a fixed price basis, Contractor agrees to furnish LFPD, in such form as will be reasonably satisfactory to LFPD, such detailed statements pertaining to the cost of material and labor as may be necessary for LFPD to comply with the requirements of its internal purchasing and accounting policies or any governmental regulatory authority having jurisdiction over LFPD with the understanding that any such requests by LFPD for such information will comply with and be in accordance with generally accepted accounting principles and practices. In determining the amount of compensation payable to Contractor, Contractor shall, during the period of performance of Work invoiced on a time and material basis, maintain books, records, documents and other supporting data relating to the amounts invoiced, in accordance with generally accepted accounting principles and practices.

18.2 During the performance of Work invoiced on a time and material basis, LFPD having given reasonable prior notice, shall have the right to request to examine and audit such books, records, documents and other supporting data of Contractor which are reasonably necessary to substantiate the amounts and items invoiced. Such audit shall be conducted in accordance with a mutually agreed time schedule, on the account of LFPD, and in accordance with generally accepted auditing standards. The right to audit extends for a period of one year from the date of the invoice or from one year following the completion of the Work whichever occurs last. Such audits will be conducted at the Contractor's place of business during normal business hours, on a periodic basis not to exceed one audit per year, with such audit not exceeding three consecutive working days, unless otherwise mutually agreed.

19. WAIVERS. The failure of either party to enforce, at any time, any of the provisions of this Contract or to require, at any time, performance by the other party of any of such provisions, shall in no way be construed to be a waiver of such provision, nor in any way to affect the validity of this Contract, or any parts thereof, or the right of either party thereafter to enforce each and every provision.

20. ENVIRONMENTAL COMPLIANCE.

20.1 Contractor recognizes that the performance of the work at the Project Site may involve the generation of hazardous waste as such term is defined in the Resource Conservation and Recovery Act (42 U.S.C. § 6901, *et seq.*), the laws of the State of Oklahoma and the rules or regulations issued thereunder as are now in effect or hereafter amended from time to time. LFPD shall designate an area for hazardous waste storage at the Project Site where waste containers are to be placed by Contractor. Contractor shall, at its expense, furnish containers appropriate for hazardous waste storage and be responsible for the transportation and disposal of such waste. Contractor agrees to store, transport, and dispose of such hazardous waste in accordance with all applicable federal, state and local laws, rules, regulations and ordinances. LFPD shall pre-approve any waste contractor and disposal facility proposed to be utilized by Contractor prior to the waste leaving the LFPD job site. Further, Contractor shall employ procedures to minimize the generation of hazardous waste during the performance of its work hereunder.

21. CONFIDENTIALITY.

21.1 Contractor agrees to accept and hold drawings, specifications, identified computer software, materials and information furnished by LFPD hereunder in complete confidence, and further agrees not to divulge such to any third party or use the same for its own benefit, except to the extent of performing the work hereunder. Contractor agrees to return all originals and copies of such data and all ancillary information derived therefrom to LFPD promptly upon its request or termination of this Contract, whichever occurs first.

21.2 Contractor may have a proprietary interest in information that may be furnished pursuant to the Contract. LFPD will keep in confidence and will not disclose any such information which is specifically designated in writing as being proprietary to Contractor without the prior written permission of Contractor or use any such information for other than the purpose for which it is supplied. The provisions of this paragraph shall not apply to information, notwithstanding any confidential designation thereof, which is known to LFPD without any restriction as to disclosure or use at the time it is furnished, which is or becomes generally available to the public without breach of any agreement, or which is received from a third party without limitation or restriction on said third party or LFPD at the time of disclosure. Contractor also has a proprietary interest in the quotation and the Contract. Accordingly, neither document will be disclosed in whole or in part to third parties without the prior written permission of Contractor. Recording of training programs by video or audio devices is prohibited.

21.3 When required by appropriate governmental authority, including governmental regulations, applicable law or regulation, by order of a court of competent jurisdiction or lawful subpoena (hereinafter collectively referred to as "Governmental Authority"), LFPD may disclose such proprietary information to such Governmental Authority; provided, however, that prior to making any such disclosure, LFPD will: (a) provide Contractor with timely advance written notice of the proprietary information requested by such Governmental Authority and LFPD's intent to so disclose; (b) minimize the amount of proprietary information to be provided consonant with the interests of Contractor and its Suppliers and the Requirements of the Governmental Authority involved; and (c) make every

reasonable effort (which shall include participation by Contractor in discussions with the Governmental Authority involved) to secure confidential treatment and minimization of the proprietary information to be provided. In the event that efforts to secure confidential treatment are unsuccessful, Contractor shall have the prior right to revise such information to minimize the disclosure of such information in a manner consonant with its interests and the requirements of the Governmental Authority involved.

22. APPLICABLE LAW. The words and phrases of this Contract shall be given their ordinary English meaning and this Contract shall be interpreted and construed in accordance with the laws of the State of Oklahoma and venue shall be in Craig County, Oklahoma.

23. NOTICES. Except as otherwise provided, all notices required or permitted to be given shall be in writing and shall be deemed properly given when delivered in person to the other party to be notified or when mailed by registered or certified United States mail, postage prepaid to the proper individual(s), or when sent by facsimile to the party to be notified at its address set forth below, or such other address as the party to be notified may have previously designated by written notice to the other:

Designated LFPD Representative:
Edwin (Bud) Averill_____

Contractor:

This Agreement entered into as of the day and year first above written.

LIMESTONE FIRE PROTECTION

DISTRICT

ATTEST:

(Seal)

ATTEST:

(Seal)

By _____
Rick Phelps, Board Chairman

(CONTRACTOR)

By _____
(Title)

GENERAL SPECIFICATIONS

SEC. 1 MISCELLANEOUS

The Contractor shall abide and follow the Specifications and Technical Requirements to perform the work described in these Specifications and on the drawings.

- 1.1 Water: Water is available at the job site from the nearby fire hydrant. The contractor shall make his own arrangements to obtain such from the water district. LFPD will not provide the water.
- 1.2 Electricity: Electric power may be available for this construction. All temporary connections for electricity shall be subject to approval of the LFPD.
- 1.3 Sanitary Facilities: Contractor may use the facilities at the Station if needed. Or the contractor may provide a portable toilet at each construction site for use by workers at the site during the duration of the contract. Portable toilets shall be maintained and cleaned on a regular basis. Rental costs for the toilet and maintenance services shall be included in the contract price.
- 1.4 Telephone: Contractor shall provide his own telephone lines, if needed. The Fire Station phone shall not be used.
- 1.5 Contacts: The Limestone Fire Protection District assigned the following Designated Representatives for purposes of this Contract:
Edwin Averill, Board Member
Phone: 918697-9514 (C)
- 1.7 Invoices: Invoices for this work shall include the Phase number, Contract number, name of project, and a listing of the percentage of the units on the bid that have been completed as of the time period claimed in the invoice. Invoices shall be e-mailed to:
ap@limestonefd.net
Or by regular mail to:
Limestone Fire Protection District
5262 E. Highway 20
Claremore, Oklahoma 74019
- 1.8 Safety: The Contractor and his subcontractors shall follow all applicable OSHA Safety Manual rules. In addition, the Contractor shall have in place a safety program. The details of the program shall be made available to LFPD representative if requested.

All Contractor and Subcontractor employees, while at the work site, shall wear appropriate clothing and protective equipment for the work being done.

All accidents shall be reported to the LFPD Representative immediately.

Contractor and Subcontractor personnel, who are not following the safety rules, will be immediately removed from the site by the contractor, and be banned from returning.

SEC. 2 SCOPE OF WORK

- 2.1 Location: This project is to construct new driveways at the LFPD Station #3. The location

for the fire station is listed below:

The LFPS Station #3 is located at the intersection of 76th Street North and 177th R. Avenue, Rogers County, Oklahoma.



2.2 Project Description

The work under these specifications is for the LFPD Station #3 Paving Project which consists of construction of paved driveways and parking area as shown on the drawings:

2.3 Construction Schedule

Note that the in-service date is critical to customer operation. Contractor shall allocate crews and equipment as necessary to meet this date and those costs should be included in the bid. Because of the nature of the work, and the fact that the fire station will need to be kept in service during the construction, ALL phases of the construction shall be coordinated with the LFPD representative or the Fire Chief.

- a. This project shall begin work on or before: 15 days after official Notice to Proceed
- b. This project shall be completed on or before: 100 days after official Notice to Proceed

The Contractor shall provide a schedule of work to the LFPD Representative at the beginning of construction. This schedule is to be up-dated every two weeks, reflecting the actual work completed and the expected time line of the work remaining, and resubmitted to the LFPD Representative.

TECHNICAL REQUIREMENTS

CONCRETE

1. General: This section covers all cast-in-place concrete and includes reinforcing steel, forms, finishing, curing and other appurtenant work. The Contractor shall notify LFPD 24 hours prior to concrete placement. No concrete shall be placed without the presence of the LFPD's Construction Coordinator/Inspector.
2. Drawings: the work shall conform to the project drawings. These drawings are listed below:
 - Sheet 1 – Cover sheet
 - Sheet 2: - Existing Site Plan
 - Sheet 3 – Proposed Site Plan
 - Sheet 4 – Grading Plan
 - Sheet 5 – Civil Site Details
3. Soil Bores: The site had soil bores done prior to design, the report concerning these is available for review by the contractor.
4. Materials. Where the use of the following material is specified herein, such material shall be in accordance with these requirements:

Concrete: Concrete used for this project shall be 4000PSI or greater. The mixture shall be approved by LFPD before delivery.

Air-Entraining Agent - Shall conform to ASTM C260

Water Reducing Agent – If used shall conform to ASTM C494, Type A (water reducing)

Reinforcing Steel ASTM 615, Grade 60 - A high yield strength grade may be substituted with the approval of the Company.

Concrete shall be proportioned and produced to have a slump not to exceed 5".

5. Placement. Concrete shall be conveyed to the point of final deposit and placed by methods which will prevent the separation or loss of the ingredients. During and immediately after depositing, all concrete shall be thoroughly compacted, worked around all reinforcements and embedments, and worked into the corners of the forms. Unless otherwise authorized, compaction shall be by immersion-type vibrators only.

6. Hot Weather Concreting. Except as modified herein, hot weather concreting shall comply with ACI 605. At air temperatures of **90 degrees F** or above, special procedures shall be adopted to keep the concrete as cool as possible during placement and curing. The temperature of the concrete, when it is placed in the work, shall not exceed 90 degrees F.

Whenever the air temperature exceeds 95 degrees F membrane cured slabs shall be kept wet to promote cooling of the concrete during the curing periods.

The use of calcium chloride, while not prohibited, will not be permitted unless justification for its use satisfactory to LFPD is provided and prior approval for such use is obtained.

7. Cold Weather Concreting. Except as modified herein, cold weather concreting shall comply with ACI 306. The temperature of concrete at the time of mixing shall be not less than that shown in the following table for corresponding outdoor temperature (in shade) existing at the time of placement:

<u>Outdoor Temperature</u>	<u>Concrete Temperature</u>
Below 30°F	70°F
Between 30°F & 45°F	60°F
Above 45°F	45°F (50° F if temperatures are expected to decrease during curing period)

When deposited, the temperature of heated concrete shall not be over 80° F.

When freezing temperatures may be expected during the curing periods, suitable means shall be provided for maintaining the concrete at a temperature of not less than 50 degrees F for five days or 70 degrees F for three days after the concrete is placed. Concrete and adjacent form surfaces shall be kept moist at all times. Sudden cooling of concrete shall not be permitted.

The use of calcium chloride, will be permitted PROVIDED justification for its use is provided to LFPD and the use of it is approved by LFPD prior to its use.

12. Finishing Unformed Surfaces. The unformed surfaces of concrete shall be screened and given an initial float finish followed by a second floating at the time of initial set (unless the construction drawings call for a different finish).
13. Curing. Concrete shall be protected from loss of moisture for at least seven (7) days by polyethylene film or membrane curing compound. Membrane curing compound shall be applied as recommended by the manufacturer. Concrete shall not be permitted to freeze for at least seven (7) days following placement.

14. Repairing Defective Concrete. Defects in formed concrete surfaces shall be repaired to the satisfaction of the Company within 24 hours, and defective concrete shall be replaced within 48 hours after the adjacent forms have been removed. All concrete which is porous, honey combed, and otherwise defective to a depth in excess of one inch shall be cut out and removed.

Concrete repair work shall be performed in a manner that will not interfere with thorough curing of surrounding concrete. Mortar and concrete used in repair work shall be adequately cured and rubbed out.

15. Silt fences: Silt fences shall be maintained during construction and removed at the end of the construction year.
16. Concrete Truck Washout Area: The contractor shall provide a concrete truck washout area for the trucks and remove the same at the end of the construction.

PRESERVATION, RESTORATION, AND CLEANUP

1 Site Restoration and Cleanup

The Contractor shall clean up construction debris including excess soil, the concrete washout area, excess excavation, and excess materials, and completely restore fences, mailboxes, ditches, culverts, signposts, and similar items immediately following the completion of the Work. All excess soil, concrete, and material shall be removed from the site.

The Contractor shall stockpile excavated materials in a manner that will cause the least damage to adjacent lawns, grassed areas, gardens, shrubbery, or fences either on a location at the site acceptable to LFPD or removed from the site. Contractor shall remove all excavated materials from grassed and planted areas, and leave these surfaces in a condition equivalent to their original condition and replace topsoil areas raked and graded to conform to their original contours.

At the conclusion of each day's work, the Contractor shall thoroughly clean all spilled soil, gravel, or other foreign materials caused by the construction operations from all streets and roads.

The Contractor shall reopen, grade, and restore natural drainage at all existing ditches and culverts. Contractor shall repair or replace damaged or broken culverts to their original condition.

Upon completion of construction operations, the Contractor shall rake and drag all former grassed and planted areas, leaving all disturbed areas free from rocks, gravel, clay, or any other foreign material. The finished surface shall conform to the original surface, and shall be free-draining and free from holes, ruts, rough spots, or other surface features detrimental to a seeded area.

The Contractor shall replace damaged or destroyed vegetation in a manner suitable to LFPD.

The final grade shall conform to the requirements on the drawings and any disturbed soil areas shall be seeded per the drawing requirements.

At Station #1, there may be some soil that can be used for fill dirt at Station #3. The contractor will be responsible for loading, hauling, and unloading the soil.

