

Contract: CL22-042 Concrete Repair

Vendor(s): (1) A.E Construction; (2) TE Construction; (3) MTZ Construction

CITY APPROVAL

Acceptance and entry into this agreement by and on behalf of the City of Lawton is made this 25th day of July, 2023.

The City of Lawton, Oklahoma
a Municipal Corporation


Stanley Bocker, Mayor

ATTEST:


Traci Hushbeck, City Clerk

LEGAL REVIEW

APPROVED, as to form and legality on behalf of the City of Lawton on the 25th
day of July, 2023.


City Attorney



FINANCIAL SERVICES
212 SW 9th Street, Lawton, Oklahoma 73501
(580) 581-3328 FAX (580) 581-3438

MEMORANDUM

DATE: July 20, 2023

TO: City Council Members

Cc: John Ratliff, Interim City Manager
Dewayne Burk, Deputy City Manager
Kristin Huntley, Deputy Finance Director

FROM: Joe Don Dunham, Finance Director

SUBJECT: AIC #23-660 – ~~CL-042~~ – Concrete Repair
CL22-042 CG

This contract was originally accepted by City Council on 05/24/2022. This is the first of two renewal options and the contract is recommended to be renewed at the same rate as accepted at that time.



City of Lawton
Public Works Department
Street & Traffic Control Division



Telephone: 580-581-3427
Email: streets@lawtonok.gov

2100 SW 6th St.
Lawton, Oklahoma 73501

MEMORANDUM

TO: Financial Services
THRU: Larry Wolcott P.E., Director of Public Works/Civil Engineer 
FROM: Cliff Haggemiller, Street & Traffic Control Division Superintendent
SUBJECT: CL22- 042, Concrete Repair
DATE: July 12, 2023

I have reviewed this contract and determined it to be valid. I recommend action be taken to extend it for (1) one additional year with PRIMARY vendor; Alfred Espinoza dba A.E. Construction Co., SECONDARY vendor; TE Construction, TERTIARY vendor; MTZ Construction.

I further recommend action be taken to *not* extend with vendor Allison Excavation due to no response from bidder received.



Cliff Haggemiller
Street & Traffic Division Superintendent
Office: (580)581-3425
Email: clifford.haggemiller@lawtonok.gov

Mission Statement

*To maintain and enhance the streets,
providing a safe transportation network in our community.
Utilizing trained, dedicated, and professional personnel,
with an emphasis on exceptional customer service.*

CONTRACT EXTENSION FORM

CONTRACT TITLE: Concrete Repair
CONTRACT NUMBER: CL22-042

In accordance with the Agreement between the parties, the above-described contract is hereby modified in the following respects:

1. The contract period is extended to July 31, 2024, by mutual agreement between the undersigned vendor and the City of Lawton, Oklahoma subject to funding availability beyond this fiscal year.
2. All other terms and conditions of the contract or any written modifications thereto remain unchanged.
3. The laws of the State of Oklahoma shall govern this contract.

WITNESS the hands of the parties hereto this 5 day of July, 2023.

AFFIDAVIT:

STATE OF OKLAHOMA COUNTY OF COMANCHE

I Alfred Espinoza (name of affiant), of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the vendor executing the extension to the above referenced agreement, and that as such agent Affiant has the authority to bind the vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into any extension to or modification of said agreement, and for certifying the facts pertaining to the existence of collusion among vendors and City 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 or extension of any contract entered; 2. Affiant is fully aware of the facts and circumstances surrounding the procurement of the contract to which this statement refers and has been personally and directly involved in the proceedings leading to the submission of such extension; 3. Neither the vendor nor anyone subject to the vendor's direction or control has been a party: a. to any collusion among vendors 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 municipal official or employee as to quantity, quality or price in the contract, or as to any other terms of such contract, c. in any discussions between vendors and any municipal official concerning exchange of money or other thing of value for special consideration in the letting or extension of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the extension of the contract described above. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extent of Affiant's authority to bind the vendor herein, and to indemnify and hold harmless the City of Lawton, its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: A.E. CONSTRUCTION, LLC

Alfred Espinoza
SIGNATURE OF AUTHORIZED AGENT

Address: 713 NW 46th ST

Alfred Espinoza, President
PRINT/TYPE NAME/TITLE

Lawton, OK 73505
(City, State, Zip)

Subscribed & sworn before me this 5 day of July, 2023.

Phone: 580-357-9222

Karen Espinoza
Notary Public
Notary Public, State of Oklahoma
Commission #00020139
My Commission Expires December 24, 2023

City of Lawton, Oklahoma
A Municipal Corporation

Stanley Booker
Stanley Booker, Mayor

ATTEST: Mari Washed
CITY CLERK

APPROVED as to form and legality on behalf of the City of Lawton on the 25th day of July, 2023

[Signature]
CITY ATTORNEY

CONTRACT EXTENSION FORM

CONTRACT TITLE: Concrete Repair
CONTRACT NUMBER: CL22-042

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2. All other terms and conditions of the contract or any written modifications thereto remain unchanged.
3. The laws of the State of Oklahoma shall govern this contract.

WITNESS the hands of the parties hereto this 10th day of July, 2023

AFFIDAVIT:

STATE OF Oklahoma COUNTY OF Comanche

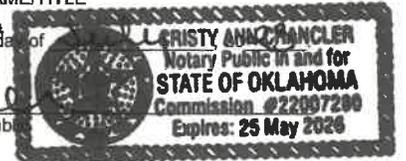
I, Thomas Espinoza (name of affiant), of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the vendor executing the extension to the above referenced agreement, and that as such agent Affiant has the authority to bind the vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into any extension to or modification of said agreement, and for certifying the facts pertaining to the existence of collusion among vendors and City 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 or extension of any contract entered; 2. Affiant is fully aware of the facts and circumstances surrounding the procurement of the contract to which this statement refers and has been personally and directly involved in the proceedings leading to the submission of such extension; 3. Neither the vendor nor anyone subject to the vendor's direction or control has been a party: a. to any collusion among vendors 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 municipal official or employee as to quantity, quality or price in the contract, or as to any other terms of such contract, c. in any discussions between vendors and any municipal official concerning exchange of money or other thing of value for special consideration in the letting or extension of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the extension of the contract described above. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extent of Affiant's authority to bind the vendor herein, and to indemnify and hold harmless the City of Lawton, its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: TE Construction
Address: 806 NE 75th St.
Lawton, OK 73507
(City, State, Zip)
Phone: 580-591-2270

Thomas Espinoza
SIGNATURE OF AUTHORIZED AGENT
Thomas Espinoza, Owner
PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this 10th day of July
C. Chandler
Notary Public



My Commission expires: May 25, 2026
City of Lawton, Oklahoma
A Municipal Corporation
Stanley Booker
Stanley Booker, Mayor

ATTEST: Jacqui Washburn
CITY CLERK

APPROVED as to form and legality on behalf of the City of Lawton on the 25th day of July, 2023

[Signature]
CITY ATTORNEY

CONTRACT EXTENSION FORM

CONTRACT TITLE: Concrete Repair
CONTRACT NUMBER: CL22-042

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2. All other terms and conditions of the contract or any written modifications thereto remain unchanged.
3. The laws of the State of Oklahoma shall govern this contract.

WITNESS the hands of the parties hereto this 12th day of July, 2023.

AFFIDAVIT:

STATE OF OKLAHOMA **COUNTY OF** MCCLAIN

I Conrado Martinez - (name of affiant), of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the vendor executing the extension to the above referenced agreement, and that as such agent Affiant has the authority to bind the vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into any extension to or modification of said agreement, and for certifying the facts pertaining to the existence of collusion among vendors and City 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 or extension of any contract entered; 2. Affiant is fully aware of the facts and circumstances surrounding the procurement of the contract to which this statement refers and has been personally and directly involved in the proceedings leading to the submission of such extension; 3. Neither the vendor nor anyone subject to the vendor's direction or control has been a party: a. to any collusion among vendors 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 municipal official or employee as to quantity, quality or price in the contract, or as to any other terms of such contract, c. in any discussions between vendors and any municipal official concerning exchange of money or other thing of value for special consideration in the letting or extension of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the extension of the contract described above. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extent of Affiant's authority to bind the vendor herein, and to indemnify and hold harmless the City of Lawton, its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: MTZ Construction Inc

Conrado Martinez
SIGNATURE OF AUTHORIZED AGENT

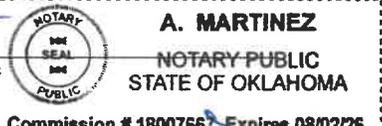
Address: 3545 SW 37th St

Conrado Martinez / Vice President
PRINT/TYPE NAME/TITLE

Oklahoma City, OK, 73119
(City, State, Zip)

Subscribed & sworn before me this 12th day of July, 2023

Phone: (405) 225 - 1115

A. Martinez
Notary Public

Commission # 1800766 Expires 08/02/26

City of Lawton, Oklahoma
A Municipal Corporation

Stanley Booker
Stanley Booker, Mayor

ATTEST: Maria J. Washbeck
CITY CLERK

APPROVED as to form and legality on behalf of the City of Lawton on the 25th day of July, 2023

[Signature]
CITY ATTORNEY

Contract: CL22-042 Concrete Repair
Vendor(s): (1) A.E Construction; (2) TE Construction; (3) Allison Excavation; (4) MTZ Construction

CITY APPROVAL

Acceptance and entry into this agreement by and on behalf of the City of Lawton is made this 24th day of May, 2022.

The City of Lawton, Oklahoma
a Municipal Corporation


Stanley Booker, Mayor

ATTEST:


Traci Hushbeck, City Clerk

LEGAL REVIEW

APPROVED, as to form and legality on behalf of the City of Lawton on the 12th
day of May, 2022.


City Attorney

City of Lawton INVITATION TO BID AND CONTRACT

MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: maegan.dowlen@lawtonok.gov	
Date Bid Typed: April 5, 2022		DATES Bid Advertised: April 11, 2022	
Contract Number and Title: CL22-042 CONCRETE REPAIR		No Bids Received After: April 26, 2022 2:00pm	
Requirements-type Contract: CL22-042 CONCRETE REPAIR		Contract Period: 12 months	
Bid Openings are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: <u>A.E. CONSTRUCTION LLC, ALFRED ESPINOZA</u>		Reason for No Bid:	
Mailing Address: <u>713 NW 46th Street</u>		Terms:	
City: <u>Lawton</u> State: <u>OK</u> Zip: <u>73505</u>		Delivery:	
Area Code and Phone Number: <u>580-357-9222</u>		Email Address:	
Federal Employer Identification Number or Social Security Number <u>82-3631442</u>			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: STATE OF OKLAHOMA COUNTY OF COMANCHE

Alfred Espinoza

of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City 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 the bid to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor'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 municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: A.E. Construction LLC
 Address: 713 NW 46th ST
LAWTON, OK 73505
 (City, State, Zip)
 Phone: 580-357-9222

Alfred Espinoza
 SIGNATURE OF AUTHORIZED AGENT
Alfred Espinoza, President
 PRINT/TYPE NAME/TITLE
 Subscribed & sworn before me this 25 day of April, 2022.
Karen Espinoza
 Notary Public
 My Commission expires: December 24, 2023

INVITATION TO BID AND CONTRACT
PAGE 1 OF 11

FORM REVISED 2/14/22

KAREN ESPINOZA
 Notary Public, State of Oklahoma
 Commission #99020139
 My Commission Expires Dec. 24, 2023

GENERAL CONDITIONS FOR BIDDING REQUIREMENTS CONTRACTS WITH THE CITY OF LAWTON, OKLAHOMA.

BIDDER – TO INSURE ACCEPTANCE OF THE BID, CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time of the bid opening and the contract number. Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. **Those which do not comply with these conditions are subject to rejection.** Bids will be considered only on first quality products. Bid files which include copies of specifications, drawings, schedules or special instructions are on file with the City Clerk and may be examined during normal working hours.

1. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED. Do not use white out, correction tape or some other method of masking a correction.
2. **NO BID:** If not submitting a bid, respond by returning page one (1), marking it "NO BID" and explain the reason in the space provided above. Failure to respond 3 times in succession shall be cause for removal of the supplier's name from the bid mailing list, without further notice. NOTE: To qualify as having responded, bidder/vendor must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.
3. **OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/vendor is responsible for making this known in writing so as to reach the City Clerk no later than seven (7) calendar days prior to the bid opening date. The envelope shall be marked in such a way to alert the City Clerk of the urgency in order to immediately notify the Purchasing Division. The envelope will be marked indicating that the content is a challenge to a specified Invitation to Bid. For all challenges considered valid by the Purchasing Supervisor, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/Objections not considered valid will be so stated to the objecting party.
4. **BID OPENING:** Bid opening occurs at the time specified on the bid form. It is the bidder/vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile or telephone are not acceptable. NOTE: Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations WILL NOT be provided by telephone. Bid tabulations will be provided by mail at the written request of the bidder/vendor. Bid and contract documents are the property of the City and are subject to the provisions of the Oklahoma Open Records Act.
5. **WITHDRAWAL OF BID:** Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.

6. **AWARDS:**

- a. As the best interest of the City may require, the right is reserved to:
 - 1. Award by individual item, group of items, all or none, or a combination thereof.
 - 2. Award based upon a geographical district basis with one or more suppliers.
 - 3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
- b. Bidder/vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by City Council, and appropriate documents executed. The City of Lawton reserves the right to add or delete any item from this contract when deemed to be in the City's best interest.

- 7. **ACCEPTANCE OF CONTRACT:** This document constitutes only the bidder/vendor's bid until it is accepted by the City Council for the City of Lawton and is executed by the Mayor and City Clerk on behalf of the City of Lawton.
- 8. **WAIVER:** The City of Lawton reserves the right to waive any General Provisions, Special Provision, or minor specification deviation when considered to be in the best interest of the City.
- 9. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the bidder/vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The City shall make the final determination. Failure to notice the City of the deviation from the specification may cause the bid to be rejected at the discretion of the City.
- 10. **MISTAKES:** Bidder/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder/vendor's risk. In all cases, the UNIT PRICE WILL GOVERN.
- 11. **INFORMATION:** The bidder/vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the bidder/vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.
- 12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade name brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder/vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature, and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The bidder/vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the bid form.

13. **SAMPLES:** Samples of items, when called for, must be furnished free of charge and at no expense to the City. Each individual sample must be labeled with bidder/vendor's name, manufacturer's brand name and number, contract number and item reference, or as specified in the attached special conditions. Samples will not be returned.
14. **TESTING:** When testing is required to determine if a sample or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the vendor, both on samples and delivered products.
15. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by appropriate testing laboratories or by the City. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Oklahoma Statutes. Items delivered not conforming to specifications will be rejected and returned to the bidder/vendor at the bidder/vendor's expense. Any violation of these stipulations may result in supplier's name being removed from the City of Lawton Purchasing bidder/vendor mailing list, and the City may pursue any and all other remedies available either in equity or by law.
16. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered for shipped as a result of this bid shall be new (current model at the time of the bid). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
17. **INSPECTION, ACCEPTANCE and TITLE:** Inspection and acceptance will be at the destination unless otherwise provided. "Destination: shall mean delivered to the receiving dock, department stockroom, or other point specified. The City accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the bidder/vendor until accepted by the ordering agency. The bidder/vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims the ordering department will:
 - a. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
 - b. Report damage (whether visible or concealed) to the carrier and bidder/vendor, conforming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.
 - c. Retain the item and it's shipping container including inner packaging material, until inspection is performed by the carrier, and disposition given by the bidder/vendor, or for a reasonable time after notification to the bidder/vendor.
 - d. Provide the bidder/vendor with a copy of the carrier's Bill of Lading and damage inspection report.
18. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
19. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder/vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance

of this contract by the City, bidder/vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be good material and workmanship, and free from defects.

20. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the City to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting bidder/vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, bidder/vendor upon notice thereof from the City shall promptly correct or replace the same at bidder/vendor's expense. If bidder/vendor shall fail so to do, the City may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the bidder/vendor, all such goods will be held at bidder/vendor's risk. The City may and at bidder/vendor's direction shall, return such goods to bidder/vendor at bidder/vendor's risk, and all transportation charges, both to and from original destination, shall be paid by bidder/vendor. Any payment for such goods shall be refunded by bidder/vendor unless bidder/vendor promptly corrects or replaces the same at its expense.
21. **AUTHORIZED USERS:** Bids shall cover requirements during the specified period for all Municipal Departments, Boards, Commissions, Agencies, and Institutions.
22. **LIABILITY:** The bidder/vendor shall hold and save the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.
23. **PRICES AND TERMS:** Unless otherwise provided in the bid specifications, firm fixed prices shall be bid F.O.B Lawton at the indicated department's address and include packing, handling and shipping charges fully prepaid by the vendor. Bid prices shall be valid for a minimum of sixty (60) days from the date of bid opening.
24. **ACCEPTANCE OF PURCHASE ORDERS:** Bidder/vendor are to accept only those purchase orders issued by the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, prepared on Accounting Division Forms unless instructed otherwise in the invitation to bid or executed contract agreement.
25. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business MAY NOT be passed on to the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, nor may the vendor withdraw or cancel the proposal, or any resulting agreement, or any part of the proposal or agreement for these reasons. Vendors may only cancel the contract, pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the bidder/vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation.
26. **SUMMARY OF TOTAL SALES:** The bidder/vendor agrees to furnish City of Lawton Purchasing Division a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached special conditions.
27. **PAYMENT:**

- a. **INVOICING:** The vendor shall be paid within a reasonable time after submission of proper certified invoices to the City at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation bidding shall be the only office authorized to receive orders, do the billing and invoicing and receive payment. If the bidder/vendor wishes to ship or service from a point other than the home office he will furnish a list of these locations. **HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.**
 - b. **REQUIREMENTS ONLY PURCHASES:** The proposed Contract shall be for the quantities actually ordered during the life of the contract only. **UNLESS OTHERWISE SPECIFIED, ALL CONTACTS ARE REQUIREMTNS-TYPE CONTRACT,** meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The City does not promise to purchase the quantity shown. The City reserves the right to purchase none of the product or more than shown.
 - c. **Taxes:** Purchases by the City of Lawton are not subject to any Sales Tax or Federal Excise Tax. Exemption Certificates will be furnished upon request.
 - d. **Discounts:** Bidder/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidder/Vendors are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.
 - e. All provisions of the Uniform Commercial Code shall be adhered to.
28. **EXTENSION:** At the end of the contract period, or upon the conclusion of a maximum of one (1) extension thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price and conditions as in the original contract, by mutual agreement between the City and the bidder/vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said extended contract upon thirty days' prior written notice of termination by one party to the other.
29. **CONFLICT OF INTEREST:** The Invitation to Bid hereunder is subject to the provisions of City of Lawton Charter and City Code. All bidder/vendors must disclose with the bid the name of any officer, director or agent who is also an employee of the City of Lawton or any of its agencies or subdivisions. Further, all bidder/vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder/vendor's firm or any of its branches.
30. **PATENTS AND ROYALTIES:** The bidder/vendor, without exception, shall indemnify and save harmless the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the City of Lawton. If the bidder/vendor uses any design, device or

materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost rising from the use of such design, device, or materials in any way involved in the work.

31. **FACILITIES:** The City reserves the right to inspect the bidder/vendor's facilities at any time with reasonable prior notice.
32. **BANKRUPTCY:** If the bidder/vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the bidder/vendor, or if a receiver is appointed for the bidder/vendor, the City shall have the right to terminate this contract upon written notice to the bidder/vendor without prejudice to any claim for damages or any other right of the City under this contract at the time of such termination.
33. **ASSIGNMENT:** This contract shall not be assigned by the bidder/vendor without written consent of the City.
34. **INSURANCE:** If insurance is required in the specifications to this agreement, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the City, showing the City as an additional insured thereunder without cost to the City of Lawton, prior to the awarding of the contract:
 - a. **General Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by state law. In addition, the bidder/vendor shall have, during the term of the Contract, insurance in the minimum amount of twenty-five thousand dollars (\$25,000) property damages, arising from a single occurrence. One hundred twenty-five thousand dollars (\$125,000) for personal injuries arising from a single occurrence, and one million dollars (\$1,000,000) for any number claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton its department boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the bidder/vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.
 - b. **Automobile Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the bidder/vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the bidder/vendor's business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Lawton, its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned. A current certificate showing that the bidder/vendor has a policy shall be maintained on the file with the City Clerk of the City.
 - c. **Worker's Compensation:** The bidder/vendor shall procure and maintain in full force and effect for the period of the Contract, full workers' compensation insurance in accordance with the laws of the State of Oklahoma to protect himself and the City against liability under the workers' compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the bidder/vendor has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the City.

35. **BONDS:** Neither Bidder's Bonds or Performance Bonds are required unless specifically set forth in the specifications attached hereto. If Bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:
- a. Bidder's Bonds: If required as a part of the specifications on this contract, bids filed with the Municipal Clerk must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount state made payable to the City of Lawton. This amount will be retained by the City as damages in the event successful bidder/vendor fails to comply with the terms of this agreement, but shall in no way act as a remedy or limitation on damages available to the City, which may pursue any and all other remedies available either in equity or at law. All Deposits and Bonds will be returned to the unsuccessful bidder/vendor's within a reasonable time after the contract has been awarded, and to the successful bidder/vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.
 - b. Performance Bonds: If a performance Bond is required under the specifications of this agreement, the successful bidder/vendor must, prior to the award of the contract, post the bond, certified check or cashiers ck in the amount stated made payable to the City of Lawton. The Bidder's bond posted will be returned to the successful bidder/vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the bidder/vendor. The performance bond will be released or returned to the bidder/vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.
36. **TIME OF ESSENCE:** Unless otherwise stated time shall be considered of the essence to this agreement.
- a. Bidder/vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lockouts, inability of obtaining material or shipping space, breakdowns, delays of carrier's or suppliers, and pre-existing governmental regulations of the federal and state government or any subdivisions thereof, unless governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the bidder/vendor prior to submission of his bid and the City Council's acceptance thereof.
 - b. When time is not of the essence this contract shall be inoperative during such period of time that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the bidder/vendor has any commercially reasonable alternative method of performing his contract by purchase on the market or otherwise, he shall not be freed of his obligation hereunder by this clause.
37. **DISCRIMINATION:** Bidder/vendor agrees, in connection with the performance of work under this contract, as follows:
- a. Bidder/Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or physical or mental impairment. The bidder/vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or physical or mental impairment. Such actions

44. **ENERGY SAVINGS:** Oklahoma is an energy conservation State and we welcome any comments on your bid that would indicate energy savings. Energy savings will be considered on all bids where specifications call for Life Cycle Cost Analysis.

AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA

SS

COUNTY OF COMANCHE

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

AE CONSTRUCTION LLC
Business Name / Contractor Name

[AFFIX SEAL]

Alfred Espinoza
Signed
Print: Alfred Espinoza

Attested to before me this 25 day of April 2022

Karen Espinoza
Notary Public
KAREN ESPINOZA
Notary Public, State of Oklahoma
Commission #99020139
My Commission Expires Dec. 24, 2023

My Commission Expires December 24 2023

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.

Bid Number: CL22-042
Bid Title: Concrete Repairs

Vendor

Name: AE CONSTRUCTION LLC
(please complete above information)

Price Bid

(must be completed and returned with the bid)

Item	Description	Est Qty	Unit	Unit Price
1.	Concrete repairs			
a	Sidewalk repairs	----	per sy	\$ 85 ⁰⁰
b	Driveway repairs	---	per sy	\$ 110 ⁰⁰
c	Street repairs	----	per sy	\$ 120 ⁰⁰
d	Curb/Gutter repairs		Per lf	\$ 35 ⁰⁰

For any questions pertaining to the specifications, please place on BidSync.

Notes:

1. As per accompany specifications.
2. This is a requirements contract.
3. There are insurance requirements for this contract.
4. Please submit two copies of any additional documents such as descriptive literature.
5. WARRANTY:
 - a) The vendor must provide detailed information on all warranties provided with the purchase of items covered by this contract.
 - b) The vendor must also provide details, including prices, on any available extended or optional warranties.
 - c) The information provided on warranties will be considered during the bid evaluation. Available warranties are factors for bid award.



AECNST01C

CCOLE

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 7/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURICA of Lawton 10 SW 2nd Street Lawton, OK 73501	CONTACT NAME: Charleigh Cole PHONE (A/C, No, Ext): (580) 355-6595 E-MAIL ADDRESS: Charleigh.Cole@INSURICA.com FAX (A/C, No):														
INSURED A.E. Construction LLC 713 NW 46th Lawton, OK 73505	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Valley Forge Insurance Company</td> <td style="text-align: center;">20508</td> </tr> <tr> <td>INSURER B : Insurance Company of the West</td> <td style="text-align: center;">27847</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Valley Forge Insurance Company	20508	INSURER B : Insurance Company of the West	27847	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Aggregate: GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6080668552	5/17/2021	5/17/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 POLLUTION EACH \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BUA 6080668566	5/17/2021	5/17/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED \$ RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WOK5048734 02	6/1/2021	6/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: 2017 Ad Valorem Street and Roads Program (Residential),
 Phase 1-A- NW 40th Street & NW 24th Street
 Project #2017-07

The insurance covered by this certification will not be canceled or materially altered, except after ten (ten) days written notice has been received by the Owner.

CERTIFICATE HOLDER**CANCELLATION**

City of Lawton 212 SW 9th Street Lawton, OK 73501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

revised

CITY OF LAWTON SPECIFICATION

SPECIFICATION NUMBER: S-159

SPECIFICATION TITLE: Concrete Repair

APPROVAL DATE: 3/26/15

DELIVERY: Various projects within city limits

- a. Item(s) shall be delivered, FOB, to the address shown above.

WARRANTY:

- a. If item(s) bid are warrantable, the warranty will be considered during bid evaluation.
- b. Bidder is to clearly state the terms of the standard warranty and also the cost and terms of any additional available warranties.
- c. Workmanship should be free from defect for a period of one year

DISCLAIMER: The City of Lawton reserves the right to accept or reject any or all bids. Bidders must be on the City of Lawton's approved contractors list to qualify. License Requirements as issued by the City of Lawton Permits section. Division 6-6-1 Building Contractors registration certificate. (Workers comp) Bond requirement.

DESCRIPTION:

- a. If bidder is bidding an item other than that which is shown, the bidder must include, with their bid, a complete, written specification of the item they are bidding, verifying the item they are bidding is equal to or better than the item shown in the bid packet.
- b. The following specifications are the minimum acceptable standards for the item(s) shown above.
- c. Any deviation from these specifications must be clearly annotated by the Bidder on a separate page list the specification reference and detailing the deviation.
- d. Failure to annotate deviations may cause bid to be deemed as non-responsive.

CONSTRUCTION SPECIFICATIONS:

- 1) The contractor shall be an independent party and shall provide all bonds, liability insurance, payroll taxes, etc. associated with the construction of work assigned. He shall not be covered by any insurance or other benefits afforded the City of Lawton.
- 2) The contractor shall be responsible for notifying all utility companies prior to commencing work in the project area. Likewise, the contractor is responsible for coordinating his work and that of the involved utilities in the project area. The contractor shall be responsible for any contractor caused damage to utility and/or service lines. Damages shall be repaired or replaced at no cost to the City of Lawton and shall be accomplished only as authorized by the affected utility provided.

(Oklahoma Underground Facilities Damage Prevention Act)

- 3) The contractor shall take special care not to damage any trees, shrubs, landscaping, sheds or other structures located on existing easements. Any contractor-caused damage, shall be repaired or replaced at no cost to the City of Lawton and shall be accomplished by the contractor, subcontractor as approved by the city engineer.
- 4) The contractor shall erect or cause to be erected traffic-control devices designed to notify vehicular traffic of any obstructions or hazards associated with the project area and shall utilize such devices to safely move traffic around said hazards and obstructions. Control devices shall, as far as practical, be in compliance with the guidelines as published in the manual on uniform traffic-control devices.
- 5) Notice of street closures will be submitted ~~at least two (2) business days~~ in advance of the street closure to the City Engineer. The notice of closure shall specify the purpose of the closure, the location, the planned duration and the hours of the day during which the street will be closed. The closure shall be scheduled to minimize interference with vehicular and pedestrian traffic. The City Engineer shall notify emergency personnel, which shall include the fire department, police department and ambulance service company, of street closures. In the event that any street closing needs to be extended beyond what was originally published in the notice, the contractor shall be responsible for notifying the City Engineer of the number of additional days required so emergency personnel are kept informed as necessary.
This work is to be considered an incidental item and the cost of this item is to be included in other pay items.
- 6) The contractor shall be responsible for coordinating all driveway closings with respective property owners and tenants, if property is rented.

(CITY CODE 20-1-102 AUTHORIZED WORK ON STREETS BY CITY, UTILITIES, CONTRACTORS – REQUIREMENTS NOTICE AND City of Lawton's Technical Specifications SECTION 0600 CONSTRUCTION SIGNING, BARRICADES, AND LIGHTS)

- 7) The area to be repaired will be clearly marked by the City of Lawton, Public Works Department. Concrete repairs shall be measured by the square yard of repair completed and accepted. Concrete repairs shall be paid at the contract unit price bid for concrete repairs. Payment shall include removal of existing pavement, grading, limestone screening, backfill, compaction of backfill to 95% standard proctor density, pavement material, all labor and other material to complete concrete repairs in accordance with Section 0204 of the City of Lawton's Technical Specifications

(City of Lawton's Technical Specifications SECTION 0205 1.12 MEASUREMENT AND PAYMENT)

- 8) The Contractor shall be responsible for the making, backfilling and repairing of any cuts or excavations associated with the project, which shall be done in compliance with the requirements of this section and other ordinances of the City of Lawton, and to the satisfaction of the City Engineer;

- A. General design standards set forth herein are minimum standards. Specific pavement thickness design standards for streets in residential, commercial and industrial subdivisions shall follow the latest revision of the CITY "Modified American Association of State Highway and Transportation Officials (AASHTO) Low-Volume Road Design Standards," standard details for street improvements established by the City Engineer and other design criteria as adopted by the City of Lawton. All other streets, including major and minor arterials, shall follow the latest revision of the "American Association of State Highway and Transportation Officials (AASHTO) Guide for Design of Pavement Structures," standard details for street improvements established by the City Engineer and other design criteria as adopted by the City of Lawton.
- B. All street, curb and gutter construction shall be in accordance with the applicable sections of the City of Lawton Standard Details for Subdivision Streets and appropriate methods in the latest revision of the Standard Specifications for Highway Construction as prepared by the Oklahoma Department of Transportation and modifications as established by the City Engineer.
- C. All asphalt and concrete street cuts for trench excavations shall be repaired in accordance with Figure 1 of article 20-2 of the Lawton City Code. All asphalt alley cuts shall be repaired in accordance with Figure 1, except that the concrete requirement shall be deleted and the repair section shall be surfaced with asphalt to the thickness of the existing section but not less than four (4) inches. All street cuts for other than trench excavations shall be repaired in accordance with CITY street standards. Arterial streets shall be repaired utilizing a typical section equal to the existing pavement or, as a minimum, in accordance with CITY street standards.
- 9) The contractor shall level all disturbed residential or commercial yard areas with topsoil and hand-rake to a uniform appearance that provides adequate drainage. Upon completion of the backfilling or repairing of any cut or excavation, all building material and debris resulting from the work shall be removed from the street, alley, sidewalk or other public place where the work is done. Any surplus excavation shall become the property of the contractor. Disposal of surplus excavation shall be the contractor's responsibility. Cost shall be included in the price bid for other items.
- 10) The City will periodically issue a list of repair projects to the contractor. Work will begin within five business days of receipt of the list. Should the winning vendor be unable to begin work within five business days, the City of Lawton reserves the right to use an alternate vendor. Once work begins at each address, repairs at that address must be completed within five business days. The contractor must complete the entire repair list according to the following schedule:

Repair List Total	Units	Repair Completion (Calendar Days)
500	Square Yards	15
1,000	Square Yards	30
1,500	Square Yards	45
2,000	Square Yards	60
2,500	Square Yards	75
3,000	Square Yards	90

11) Pay Items:

a. Concrete Sidewalk	Square Yards	\$ 85 ⁰⁰ per sq
b. Concrete Driveway	Square Yards	\$ 110 ⁰⁰ per sq
c. Concrete Street	Square Yards	\$ 120 ⁰⁰ per sq
d. Concrete Curb/Gutter	Square Yards linear feet	\$ 35 ⁰⁰ per lf

- 12) The contractor shall notify the city engineer or his designee prior to concrete placement and upon the completion of the repair, and upon receipt of said notification, the engineer or his designee shall inspect the same, securing adequate assurances that the work was completed in a timely manner in accordance with Lawton City Code and acceptable concrete industry standards. No payment for the work shall be made until the work has been approved.

13) Liquidated Damages:

a. The contractor shall ensure the work is prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the contractor and the city, that the time for completion of the work described herein is a reasonable time for the completion of the same; taking into consideration the average climatic range prevailing in this locality. Days of inclement weather shall not count against the work schedule deadline.

b. If contractor shall neglect, fail or refuse to complete the work within the time herein specified, excluding days of inclement weather or any proper extension thereof granted by the city, then the contractor, as part consideration for awarding the bid, agrees to pay the city the amount \$150.00 not as a penalty but as liquidated damages for such breach as hereinafter set forth, for each and every business day (Monday through Friday) that the contractor shall be in default after the time stipulated in the contract for completing the work.

- 14) Breach of performance shall constitute grounds for the non-breaching party to terminate the agreement with thirty days notice to the other party. Otherwise, contract shall be for a one-year term.

15). Points of Contacts:

Cliff Haggemiller

Street & Traffic Control Superintendent

Office: 580-581-3427

Clifford.haggemiller@lawtonok.gov

Larry Wolcott

Director of Public Works

Office: 580-581-3410

Larry.wolcott@lawtonok.gov

*****NOTE*****

Bold font after items refers to applicable code or standard

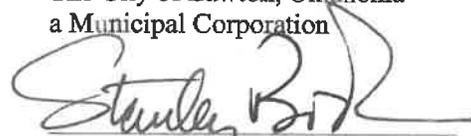
Contract: CL22-042 Concrete Repair

Vendor(s): (1) A.E Construction; (2) TE Construction; (3) Allison Excavation; (4) MTZ Construction

CITY APPROVAL

Acceptance and entry into this agreement by and on behalf of the City of Lawton is made this 24th day of May, 20 22.

The City of Lawton, Oklahoma
a Municipal Corporation


Stanley Booker, Mayor

ATTEST:


Traci Hushbeck, City Clerk

LEGAL REVIEW

APPROVED, as to form and legality on behalf of the City of Lawton on the 12th
day of May, 20 22.


City Attorney

City of Lawton INVITATION TO BID AND CONTRACT

MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: maegan.dowlen@lawtonok.gov	
QUESTIONS REGARDING BID: www.bidsync.com/bidsync-cas/			
Date Bid Typed: April 5, 2022	Dates Bid Advertised: April 11, 2022	No Bids Received After: April 26, 2022 2:00pm	
Contract Number and Title: CL22-042 CONCRETE REPAIR		Requirements-type Contract:	Contract Period: 12 months
Bid Openings are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: TE Construction Thomas Espinoza		Reason for No Bid:	
Mailing Address: 806 NE 75th Street		Terms:	
City: Lawton	State: OK	Zip: 73507	Delivery:
Area Code and Phone Number: 580-248-3824		Email Address: teconcrete@yahoo.com	
Federal Employer Identification Number or Social Security Number 73-1072460			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: STATE OF Oklahoma COUNTY OF Comanche

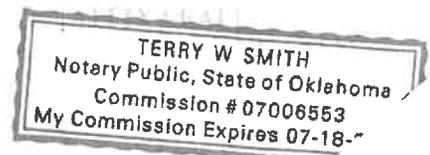
Thomas Espinoza

of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City 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 the bid to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor'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 municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: TE Construction
 Address: 806 NE 75th Street
Lawton, OK 73507
 (City, State, Zip)
 Phone: 580-248-3824

Thomas Espinoza
 SIGNATURE OF AUTHORIZED AGENT
Thomas Espinoza, Owner
 PRINT/TYPE NAME/TITLE
 Subscribed & sworn before me this 26 day of April, 2022
Terry W Smith
 Notary Public
 My Commission expires: 7-18-2023



GENERAL CONDITIONS FOR BIDDING REQUIREMENTS CONTRACTS WITH THE CITY OF LAWTON, OKLAHOMA.

BIDDER – TO INSURE ACCEPTANCE OF THE BID, CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time of the bid opening and the contract number. Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. **Those which do not comply with these conditions are subject to rejection.** Bids will be considered only on first quality products. Bid files which include copies of specifications, drawings, schedules or special instructions are on file with the City Clerk and may be examined during normal working hours.

1. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. **ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED.** Do not use white out, correction tape or some other method of masking a correction.
2. **NO BID:** If not submitting a bid, respond by returning page one (1), marking it "NO BID" and explain the reason in the space provided above. Failure to respond 3 times in succession shall be cause for removal of the supplier's name from the bid mailing list, without further notice. **NOTE:** To qualify as having responded, bidder/vendor must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.
3. **OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/vendor is responsible for making this known in writing so as to reach the City Clerk no later than seven (7) calendar days prior to the bid opening date. The envelope shall be marked in such a way to alert the City Clerk of the urgency in order to immediately notify the Purchasing Division. The envelope will be marked indicating that the content is a challenge to a specified Invitation to Bid. For all challenges considered valid by the Purchasing Supervisor, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/Objections not considered valid will be so stated to the objecting party.
4. **BID OPENING:** Bid opening occurs at the time specified on the bid form. It is the bidder/vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile or telephone are not acceptable. **NOTE:** Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations **WILL NOT** be provided by telephone. Bid tabulations will be provided by mail at the written request of the bidder/vendor. Bid and contract documents are the property of the City and are subject to the provisions of the Oklahoma Open Records Act.
5. **WITHDRAWAL OF BID:** Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.

6. **AWARDS:**

- a. As the best interest of the City may require, the right is reserved to:
 - 1. Award by individual item, group of items, all or none, or a combination thereof.
 - 2. Award based upon a geographical district basis with one or more suppliers.
 - 3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
- b. Bidder/vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by City Council, and appropriate documents executed. The City of Lawton reserves the right to add or delete any item from this contract when deemed to be in the City's best interest.

7. **ACCEPTANCE OF CONTRACT:** This document constitutes only the bidder/vendor's bid until it is accepted by the City Council for the City of Lawton and is executed by the Mayor and City Clerk on behalf of the City of Lawton.

8. **WAIVER:** The City of Lawton reserves the right to waive any General Provisions, Special Provision, or minor specification deviation when considered to be in the best interest of the City.

9. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the bidder/vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The City shall make the final determination. Failure to notice the City of the deviation from the specification may cause the bid to be rejected at the discretion of the City.

10. **MISTAKES:** Bidder/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder/vendor's risk. In all cases, the **UNIT PRICE WILL GOVERN**.

11. **INFORMATION:** The bidder/vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the bidder/vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.

12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade name brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder/vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature, and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The bidder/vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the bid form.

13. **SAMPLES:** Samples of items, when called for, must be furnished free of charge and at no expense to the City. Each individual sample must be labeled with bidder/vendor's name, manufacturer's brand name and number, contract number and item reference, or as specified in the attached special conditions. Samples will not be returned.
14. **TESTING:** When testing is required to determine if a sample or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the vendor, both on samples and delivered products.
15. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by appropriate testing laboratories or by the City. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Oklahoma Statutes. Items delivered not conforming to specifications will be rejected and returned to the bidder/vendor at the bidder/vendor's expense. Any violation of these stipulations may result in supplier's name being removed from the City of Lawton Purchasing bidder/vendor mailing list, and the City may pursue any and all other remedies available either in equity or by law.
16. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered for shipped as a result of this bid shall be new (current model at the time of the bid). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
17. **INSPECTION, ACCEPTANCE and TITLE:** Inspection and acceptance will be at the destination unless otherwise provided. "Destination: shall mean delivered to the receiving dock, department stockroom, or other point specified. The City accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the bidder/vendor until accepted by the ordering agency. The bidder/vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims the ordering department will:
 - a. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
 - b. Report damage (whether visible or concealed) to the carrier and bidder/vendor, conforming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.
 - c. Retain the item and it's shipping container including inner packaging material, until inspection is performed by the carrier, and disposition given by the bidder/vendor, or for a reasonable time after notification to the bidder/vendor.
 - d. Provide the bidder/vendor with a copy of the carrier's Bill of Lading and damage inspection report.
18. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
19. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder/vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance

of this contract by the City, bidder/vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be good material and workmanship, and free from defects.

20. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the City to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting bidder/vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, bidder/vendor upon notice thereof from the City shall promptly correct or replace the same at bidder/vendor's expense. If bidder/vendor shall fail so to do, the City may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the bidder/vendor, all such goods will be held at bidder/vendor's risk. The City may and at bidder/vendor's direction shall, return such goods to bidder/vendor at bidder/vendor's risk, and all transportation charges, both to and from original destination, shall be paid by bidder/vendor. Any payment for such goods shall be refunded by bidder/vendor unless bidder/vendor promptly corrects or replaces the same at its expense.
21. **AUTHORIZED USERS:** Bids shall cover requirements during the specified period for all Municipal Departments, Boards, Commissions, Agencies, and Institutions.
22. **LIABILITY:** The bidder/vendor shall hold and save the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.
23. **PRICES AND TERMS:** Unless otherwise provided in the bid specifications, firm fixed prices shall be bid F.O.B Lawton at the indicated department's address and include packing, handling and shipping charges fully prepaid by the vendor. Bid prices shall be valid for a minimum of sixty (60) days from the date of bid opening.
24. **ACCEPTANCE OF PURCHASE ORDERS:** Bidder/vendor are to accept only those purchase orders issued by the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, prepared on Accounting Division Forms unless instructed otherwise in the invitation to bid or executed contract agreement.
25. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business MAY NOT be passed on to the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, nor may the vendor withdraw or cancel the proposal, or any resulting agreement, or any part of the proposal or agreement for these reasons. Vendors may only cancel the contract, pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the bidder/vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation.
26. **SUMMARY OF TOTAL SALES:** The bidder/vendor agrees to furnish City of Lawton Purchasing Division a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached special conditions.
27. **PAYMENT:**

- a. **INVOICING:** The vendor shall be paid within a reasonable time after submission of proper certified invoices to the City at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation bidding shall be the only office authorized to receive orders, do the billing and invoicing and receive payment. If the bidder/vendor wishes to ship or service from a point other than the home office he will furnish a list of these locations. **HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.**
 - b. **REQUIREMENTS ONLY PURCHASES:** The proposed Contract shall be for the quantities actually ordered during the life of the contract only. **UNLESS OTHERWISE SPECIFIED, ALL CONTACTS ARE REQUIREMTNS-TYPE CONTRACT,** meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The City does not promise to purchase the quantity shown. The City reserves the right to purchase none of the product or more than shown.
 - c. **Taxes:** Purchases by the City of Lawton are not subject to any Sales Tax or Federal Excise Tax. Exemption Certificates will be furnished upon request.
 - d. **Discounts:** Bidder/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidder/Vendors are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.
 - e. All provisions of the Uniform Commercial Code shall be adhered to.
28. **EXTENSION:** At the end of the contract period, or upon the conclusion of a maximum of one (1) extension thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price and conditions as in the original contract, by mutual agreement between the City and the bidder/vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said extended contract upon thirty days' prior written notice of termination by one party to the other.
29. **CONFLICT OF INTEREST:** The Invitation to Bid hereunder is subject to the provisions of City of Lawton Charter and City Code. All bidder/vendors must disclose with the bid the name of any officer, director or agent who is also an employee of the City of Lawton or any of its agencies or subdivisions. Further, all bidder/vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder/vendor's firm or any of its branches.
30. **PATENTS AND ROYALTIES:** The bidder/vendor, without exception, shall indemnify and save harmless the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the City of Lawton. If the bidder/vendor uses any design, device or

materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost rising from the use of such design, device, or materials in any way involved in the work.

31. **FACILITIES:** The City reserves the right to inspect the bidder/vendor's facilities at any time with reasonable prior notice.
32. **BANKRUPTCY:** If the bidder/vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the bidder/vendor, or if a receiver is appointed for the bidder/vendor, the City shall have the right to terminate this contract upon written notice to the bidder/vendor without prejudice to any claim for damages or any other right of the City under this contract at the time of such termination.
33. **ASSIGNMENT:** This contract shall not be assigned by the bidder/vendor without written consent of the City.
34. **INSURANCE:** If insurance is required in the specifications to this agreement, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the City, showing the City as an additional insured thereunder without cost to the City of Lawton, prior to the awarding of the contract:
 - a. **General Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by state law. In addition, the bidder/vendor shall have, during the term of the Contract, insurance in the minimum amount of twenty-five thousand dollars (\$25,000) property damages, arising from a single occurrence. One hundred twenty-five thousand dollars (\$125,000) for personal injuries arising from a single occurrence, and one million dollars (\$1,000,000) for any number claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton its department boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the bidder/vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.
 - b. **Automobile Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the bidder/vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the bidder/vendor's business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Lawton, its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned. A current certificate showing that the bidder/vendor has a policy shall be maintained on the file with the City Clerk of the City.
 - c. **Worker's Compensation:** The bidder/vendor shall procure and maintain in full force and effect for the period of the Contract, full workers' compensation insurance in accordance with the laws of the State of Oklahoma to protect himself and the City against liability under the workers' compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the bidder/vendor has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the City.

35. **BONDS:** Neither Bidder's Bonds or Performance Bonds are required unless specifically set forth in the specifications attached hereto. If Bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:
- a. Bidder's Bonds: If required as a part of the specifications on this contract, bids filed with the Municipal Clerk must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount state made payable to the City of Lawton. This amount will be retained by the City as damages in the event successful bidder/vendor fails to comply with the terms of this agreement, but shall in no way act as a remedy or limitation on damages available to the City, which may pursue any and all other remedies available either in equity or at law. All Deposits and Bonds will be returned to the unsuccessful bidder/vendor's within a reasonable time after the contract has been awarded, and to the successful bidder/vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.
 - b. Performance Bonds: If a performance Bond is required under the specifications of this agreement, the successful bidder/vendor must, prior to the award of the contract, post the bond, certified check or cashiers ck in the amount stated made payable to the City of Lawton. The Bidder's bond posted will be returned to the successful bidder/vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the bidder/vendor. The performance bond will be released or returned to the bidder/vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.
36. **TIME OF ESSENCE:** Unless otherwise stated time shall be considered of the essence to this agreement.
- a. Bidder/vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lockouts, inability of obtaining material or shipping space, breakdowns, delays of carrier's or suppliers, and pre-existing governmental regulations of the federal and state government or any subdivisions thereof, unless governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the bidder/vendor prior to submission of his bid and the City Council's acceptance thereof.
 - b. When time is not of the essence this contract shall be inoperative during such period of time that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the bidder/vendor has any commercially reasonable alternative method of performing his contract by purchase on the market or otherwise, he shall not be freed of his obligation hereunder by this clause.
37. **DISCRIMINATION:** Bidder/vendor agrees, in connection with the performance of work under this contract, as follows:
- a. Bidder/Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or physical or mental impairment. The bidder/vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or physical or mental impairment. Such actions

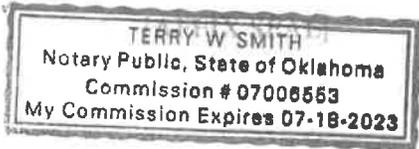
44. **ENERGY SAVINGS:** Oklahoma is an energy conservation State and we welcome any comments on your bid that would indicate energy savings. Energy savings will be considered on all bids where specifications call for Life Cycle Cost Analysis.

AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Oklahoma
COUNTY OF Comanche SS

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

TE Construction
Thomas Espinoza
Business Name / Contractor Name



Thomas Espinoza
Signed
Print: Thomas Espinoza

Attested to before me this 26 day of April 2022.

Terry W Smith
Notary Public

My Commission Expires 7-18 2023.

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.

SPECIFICATION COMPLIANCE

FAILURE TO COMPLETE THIS PAGE MAY RESULT IN BID REJECTION

BID NUMBER: CL22-042

BID TITLE: CONCRETE REPAIR

COMPANY: TE Construction

SUBMITTED BY: Thomas E. Spina
SIGNATURE OF AUTHORIZED AGENT

Item(s) bid meets or exceeds all specifications.

Item(s) bid does not meet all specifications as shown below.

List below all exceptions to the bid specifications. Attach additional pages if necessary.

ADA Mats when required:
4 ft - + 300⁰⁰
6 ft - + 400⁰⁰

Labor & material for #4 rebar per stick - # 15⁵⁰

Labor & material for #3 rebar per stick - # 8⁰⁰

Additional page(s) to exceptions? Yes No

Bid Number: CL22-042
Bid Title: Concrete Repairs

Vendor Name: TE Construction
(please complete above information)

Price Bid
(must be completed and returned with the bid)

Item	Description	Est Qty	Unit	Unit Price
1.	Concrete repairs			
a	Sidewalk repairs	----	per sy	\$ 96. ⁰⁰
b	Driveway repairs	---	per sy	\$ 115. ⁰⁰
c	Street repairs	----	per sy	\$ 129. ⁰⁰
d	Curb/Gutter repairs		Per lf	\$ 36. ⁰⁰

For any questions pertaining to the specifications, please place on BidSync.

Notes:

1. As per accompany specifications.
2. This is a requirements contract.
3. There are insurance requirements for this contract.
4. Please submit two copies of any additional documents such as descriptive literature.
5. WARRANTY:
 - a) The vendor must provide detailed information on all warranties provided with the purchase of items covered by this contract.
 - b) The vendor must also provide details, including prices, on any available extended or optional warranties.
 - c) The information provided on warranties will be considered during the bid evaluation. Available warranties are factors for bid award.

Repair List Total	Units	Repair Completion (Calendar Days)
500	Square Yards	15
1,000	Square Yards	30
1,500	Square Yards	45
2,000	Square Yards	60
2,500	Square Yards	75
3,000	Square Yards	90

11) Pay Items:

a. Concrete Sidewalk	Square Yards	π 96. ⁰⁰
b. Concrete Driveway	Square Yards	π 115. ⁰⁰
c. Concrete Street	Square Yards	π 129. ⁰⁰
d. Concrete Curb/Gutter	Square Yards	π 36. ⁰⁰

12) The contractor shall notify the city engineer or his designee prior to concrete placement and upon the completion of the repair, and upon receipt of said notification, the engineer or his designee shall inspect the same, securing adequate assurances that the work was completed in a timely manner in accordance with Lawton City Code and acceptable concrete industry standards. No payment for the work shall be made until the work has been approved.

13) Liquidated Damages:

a. The contractor shall ensure the work is prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the contractor and the city, that the time for completion of the work described herein is a reasonable time for the completion of the same; taking into consideration the average climatic range prevailing in this locality. Days of inclement weather shall not count against the work schedule deadline.

b. If contractor shall neglect, fail or refuse to complete the work within the time herein specified, excluding days of inclement weather or any proper extension thereof granted by the city, then the contractor, as part consideration for awarding the bid, agrees to pay the city the amount \$150.00 not as a penalty but as liquidated damages for such breach as hereinafter set forth, for each and every business day (Monday through Friday) that the contractor shall be in default after the time stipulated in the contract for completing the work.

14) Breach of performance shall constitute grounds for the non-breaching party to terminate the agreement with thirty days notice to the other party. Otherwise, contract shall be for a one-year term.

Contract: CL22-042 Concrete Repair

Vendor(s): (1) A.E Construction; (2) TE Construction; (3) Allison Excavation; (4) MTZ Construction

CITY APPROVAL

Acceptance and entry into this agreement by and on behalf of the City of Lawton is made this 24th day of May, 2022.

The City of Lawton, Oklahoma
a Municipal Corporation


Stanley Booker, Mayor

ATTEST:


Traci Hushbeck, City Clerk

LEGAL REVIEW

APPROVED, as to form and legality on behalf of the City of Lawton on the 12th
day of May, 2022.


City Attorney

City of Lawton INVITATION TO BID AND CONTRACT

MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: maegan.dowlen@lawtonok.gov	
QUESTIONS REGARDING BID: www.bidsync.com/bidsync-cas/			
Date Bid Typed: April 5, 2022	Dates Bid Advertised: April 11, 2022	No Bids Received After: April 26, 2022 2:00pm	
Contract Number and Title: CL22-042 CONCRETE REPAIR		Requirements-type Contract:	Contract Period: 12 months
Bid Openings are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: <u>MTZ Construction Inc.</u>		Reason for No Bid:	
Mailing Address: <u>3545 SW 37th St</u>		Terms:	
City: <u>Oklahoma City</u>	State: <u>OK</u>	Zip: <u>73119</u>	Delivery:
Area Code and Phone Number: <u>405-202-6417</u>		Email Address: <u>mtzconstruction2012@hotmail.com</u>	
Federal Employer Identification Number or Social Security Number <u>45-4540849</u>			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

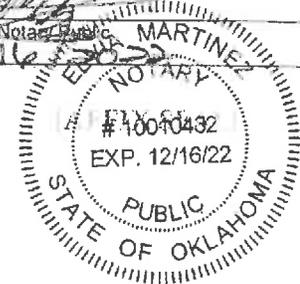
AFFIDAVIT: STATE OF Oklahoma COUNTY OF Oklahoma

Conrado Martinez of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City 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 the bid to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor'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 municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: MTZ Construction Inc.
Address: 3545 SW 37th St
Oklahoma City, OK 73119
(City, State, Zip)
Phone: 405-202-6417

Conrado Martinez
SIGNATURE OF AUTHORIZED AGENT
Conrado Martinez
PRINT/TYPE NAME/TITLE
Subscribed & sworn before me this 26th day of April, 2022
Edwin Martinez
Notary Public
My Commission expires: 12/16/2022



GENERAL CONDITIONS FOR BIDDING REQUIREMENTS CONTRACTS WITH THE CITY OF LAWTON, OKLAHOMA.

BIDDER – TO INSURE ACCEPTANCE OF THE BID, CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time of the bid opening and the contract number. Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. **Those which do not comply with these conditions are subject to rejection.** Bids will be considered only on first quality products. Bid files which include copies of specifications, drawings, schedules or special instructions are on file with the City Clerk and may be examined during normal working hours.

1. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED. Do not use white out, correction tape or some other method of masking a correction.
2. **NO BID:** If not submitting a bid, respond by returning page one (1), marking it "NO BID" and explain the reason in the space provided above. Failure to respond 3 times in succession shall be cause for removal of the supplier's name from the bid mailing list, without further notice. NOTE: To qualify as having responded, bidder/vendor must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.
3. **OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/vendor is responsible for making this known in writing so as to reach the City Clerk no later than seven (7) calendar days prior to the bid opening date. The envelope shall be marked in such a way to alert the City Clerk of the urgency in order to immediately notify the Purchasing Division. The envelope will be marked indicating that the content is a challenge to a specified Invitation to Bid. For all challenges considered valid by the Purchasing Supervisor, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/Objections not considered valid will be so stated to the objecting party.
4. **BID OPENING:** Bid opening occurs at the time specified on the bid form. It is the bidder/vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile or telephone are not acceptable. NOTE: Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations WILL NOT be provided by telephone. Bid tabulations will be provided by mail at the written request of the bidder/vendor. Bid and contract documents are the property of the City and are subject to the provisions of the Oklahoma Open Records Act.
5. **WITHDRAWAL OF BID:** Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.

6. **AWARDS:**

- a. As the best interest of the City may require, the right is reserved to:
 - 1. Award by individual item, group of items, all or none, or a combination thereof.
 - 2. Award based upon a geographical district basis with one or more suppliers.
 - 3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
- b. Bidder/vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by City Council, and appropriate documents executed. The City of Lawton reserves the right to add or delete any item from this contract when deemed to be in the City's best interest.

- 7. **ACCEPTANCE OF CONTRACT:** This document constitutes only the bidder/vendor's bid until it is accepted by the City Council for the City of Lawton and is executed by the Mayor and City Clerk on behalf of the City of Lawton.
- 8. **WAIVER:** The City of Lawton reserves the right to waive any General Provisions, Special Provision, or minor specification deviation when considered to be in the best interest of the City.
- 9. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the bidder/vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The City shall make the final determination. Failure to notice the City of the deviation from the specification may cause the bid to be rejected at the discretion of the City.
- 10. **MISTAKES:** Bidder/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder/vendor's risk. In all cases, the **UNIT PRICE WILL GOVERN.**
- 11. **INFORMATION:** The bidder/vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the bidder/vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.
- 12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade name brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder/vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature, and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The bidder/vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the bid form.

13. **SAMPLES:** Samples of items, when called for, must be furnished free of charge and at no expense to the City. Each individual sample must be labeled with bidder/vendor's name, manufacturer's brand name and number, contract number and item reference, or as specified in the attached special conditions. Samples will not be returned.
14. **TESTING:** When testing is required to determine if a sample or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the vendor, both on samples and delivered products.
15. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by appropriate testing laboratories or by the City. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Oklahoma Statutes. Items delivered not conforming to specifications will be rejected and returned to the bidder/vendor at the bidder/vendor's expense. Any violation of these stipulations may result in supplier's name being removed from the City of Lawton Purchasing bidder/vendor mailing list, and the City may pursue any and all other remedies available either in equity or by law.
16. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered for shipped as a result of this bid shall be new (current model at the time of the bid). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
17. **INSPECTION, ACCEPTANCE and TITLE:** Inspection and acceptance will be at the destination unless otherwise provided. "Destination: shall mean delivered to the receiving dock, department stockroom, or other point specified. The City accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the bidder/vendor until accepted by the ordering agency. The bidder/vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims the ordering department will:
 - a. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
 - b. Report damage (whether visible or concealed) to the carrier and bidder/vendor, conforming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.
 - c. Retain the item and it's shipping container including inner packaging material, until inspection is performed by the carrier, and disposition given by the bidder/vendor, or for a reasonable time after notification to the bidder/vendor.
 - d. Provide the bidder/vendor with a copy of the carrier's Bill of Lading and damage inspection report.
18. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
19. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder/vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance

of this contract by the City, bidder/vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be good material and workmanship, and free from defects.

20. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the City to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting bidder/vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, bidder/vendor upon notice thereof from the City shall promptly correct or replace the same at bidder/vendor's expense. If bidder/vendor shall fail so to do, the City may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the bidder/vendor, all such goods will be held at bidder/vendor's risk. The City may and at bidder/vendor's direction shall, return such goods to bidder/vendor at bidder/vendor's risk, and all transportation charges, both to and from original destination, shall be paid by bidder/vendor. Any payment for such goods shall be refunded by bidder/vendor unless bidder/vendor promptly corrects or replaces the same at its expense.
21. **AUTHORIZED USERS:** Bids shall cover requirements during the specified period for all Municipal Departments, Boards, Commissions, Agencies, and Institutions.
22. **LIABILITY:** The bidder/vendor shall hold and save the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.
23. **PRICES AND TERMS:** Unless otherwise provided in the bid specifications, firm fixed prices shall be bid F.O.B Lawton at the indicated department's address and include packing, handling and shipping charges fully prepaid by the vendor. Bid prices shall be valid for a minimum of sixty (60) days from the date of bid opening.
24. **ACCEPTANCE OF PURCHASE ORDERS:** Bidder/vendor are to accept only those purchase orders issued by the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, prepared on Accounting Division Forms unless instructed otherwise in the invitation to bid or executed contract agreement.
25. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business MAY NOT be passed on to the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, nor may the vendor withdraw or cancel the proposal, or any resulting agreement, or any part of the proposal or agreement for these reasons. Vendors may only cancel the contract, pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the bidder/vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation.
26. **SUMMARY OF TOTAL SALES:** The bidder/vendor agrees to furnish City of Lawton Purchasing Division a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached special conditions.
27. **PAYMENT:**

- a. **INVOICING:** The vendor shall be paid within a reasonable time after submission of proper certified invoices to the City at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation bidding shall be the only office authorized to receive orders, do the billing and invoicing and receive payment. If the bidder/vendor wishes to ship or service from a point other than the home office he will furnish a list of these locations. **HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.**
 - b. **REQUIREMENTS ONLY PURCHASES:** The proposed Contract shall be for the quantities actually ordered during the life of the contract only. **UNLESS OTHERWISE SPECIFIED, ALL CONTACTS ARE REQUIREMENS-TYPE CONTRACT,** meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The City does not promise to purchase the quantity shown. The City reserves the right to purchase none of the product or more than shown.
 - c. **Taxes:** Purchases by the City of Lawton are not subject to any Sales Tax or Federal Excise Tax. Exemption Certificates will be furnished upon request.
 - d. **Discounts:** Bidder/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidder/Vendors are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.
 - e. All provisions of the Uniform Commercial Code shall be adhered to.
28. **EXTENSION:** At the end of the contract period, or upon the conclusion of a maximum of one (1) extension thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price and conditions as in the original contract, by mutual agreement between the City and the bidder/vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said extended contract upon thirty days' prior written notice of termination by one party to the other.
29. **CONFLICT OF INTEREST:** The Invitation to Bid hereunder is subject to the provisions of City of Lawton Charter and City Code. All bidder/vendors must disclose with the bid the name of any officer, director or agent who is also an employee of the City of Lawton or any of its agencies or subdivisions. Further, all bidder/vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder/vendor's firm or any of its branches.
30. **PATENTS AND ROYALTIES:** The bidder/vendor, without exception, shall indemnify and save harmless the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the City of Lawton. If the bidder/vendor uses any design, device or

materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost rising from the use of such design, device, or materials in any way involved in the work.

31. **FACILITIES:** The City reserves the right to inspect the bidder/vendor's facilities at any time with reasonable prior notice.
32. **BANKRUPTCY:** If the bidder/vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the bidder/vendor, or if a receiver is appointed for the bidder/vendor, the City shall have the right to terminate this contract upon written notice to the bidder/vendor without prejudice to any claim for damages or any other right of the City under this contract at the time of such termination.
33. **ASSIGNMENT:** This contract shall not be assigned by the bidder/vendor without written consent of the City.
34. **INSURANCE:** If insurance is required in the specifications to this agreement, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the City, showing the City as an additional insured thereunder without cost to the City of Lawton, prior to the awarding of the contract:
 - a. **General Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by state law. In addition, the bidder/vendor shall have, during the term of the Contract, insurance in the minimum amount of twenty-five thousand dollars (\$25,000) property damages, arising from a single occurrence. One hundred twenty-five thousand dollars (\$125,000) for personal injuries arising from a single occurrence, and one million dollars (\$1,000,000) for any number claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton its department boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the bidder/vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.
 - b. **Automobile Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the bidder/vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the bidder/vendor's business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Lawton, its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned. A current certificate showing that the bidder/vendor has a policy shall be maintained on the file with the City Clerk of the City.
 - c. **Worker's Compensation:** The bidder/vendor shall procure and maintain in full force and effect for the period of the Contract, full workers' compensation insurance in accordance with the laws of the State of Oklahoma to protect himself and the City against liability under the workers' compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the bidder/vendor has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the City.

35. **BONDS:** Neither Bidder's Bonds or Performance Bonds are required unless specifically set forth in the specifications attached hereto. If Bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:
- a. **Bidder's Bonds:** If required as a part of the specifications on this contract, bids filed with the Municipal Clerk must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount state made payable to the City of Lawton. This amount will be retained by the City as damages in the event successful bidder/vendor fails to comply with the terms of this agreement, but shall in no way act as a remedy or limitation on damages available to the City, which may pursue any and all other remedies available either in equity or at law. All Deposits and Bonds will be returned to the unsuccessful bidder/vendor's within a reasonable time after the contract has been awarded, and to the successful bidder/vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.
 - b. **Performance Bonds:** If a performance Bond is required under the specifications of this agreement, the successful bidder/vendor must, prior to the award of the contract, post the bond, certified check or cashiers ck in the amount stated made payable to the City of Lawton. The Bidder's bond posted will be returned to the successful bidder/vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the bidder/vendor. The performance bond will be released or returned to the bidder/vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.
36. **TIME OF ESSENCE:** Unless otherwise stated time shall be considered of the essence to this agreement.
- a. Bidder/vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lockouts, inability of obtaining material or shipping space, breakdowns, delays of carrier's or suppliers, and pre-existing governmental regulations of the federal and state government or any subdivisions thereof, unless governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the bidder/vendor prior to submission of his bid and the City Council's acceptance thereof.
 - b. When time is not of the essence this contract shall be inoperative during such period of time that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the bidder/vendor has any commercially reasonable alternative method of performing his contract by purchase on the market or otherwise, he shall not be freed of his obligation hereunder by this clause.
37. **DISCRIMINATION:** Bidder/vendor agrees, in connection with the performance of work under this contract, as follows:
- a. Bidder/Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or physical or mental impairment. The bidder/vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or physical or mental impairment. Such actions

shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The bidder/vendor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth provisions of this section.

- b. The bidder/vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
 - c. In the event of the bidder/vendor's non-compliance with the above nondiscrimination clause, this contract may be terminated by the City. The bidder/vendor may be declared by the City ineligible for further contracts with the City until satisfactory proof of intent to comply is made by the bidder/vendor.
38. **DISTRIBUTION OF CONTRACT:** One (1) copy of the contract or award letter shall be furnished to each successful bidder/vendor as a result of this bid. It shall be the bidder/vendor's responsibility to reproduce and distribute copies of the contract to all distribution points listed in this bid whom will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the bidder/vendor.
39. **ADVERTISING:** In submitting a proposal, bidder/vendor agrees not to use the results therefrom as a part of any commercial advertising.
40. **TERMINATION FOR CONVENIENCE OF THE CITY:**
- a. The performance of work and/or delivery of ordered materials, supplies, equipment, and/or services under this contract may be terminated by the City, in whole or in part, whenever it is determined to be in the best interest of the City.
 - b. Any such termination shall be effected by the delivery to the bidder/vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment, and/or services are terminated, and the date upon which such termination becomes effective.
 - c. After receipt of a notice of termination, the bidder/vendor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the notice of termination.
41. **VENUE:** This contract shall be governed by the laws of the State of Oklahoma.
42. **OKLAHOMA STATE CONTRACT:** Some items which the City solicits bids for are on the Oklahoma State Contract. The City is eligible to purchase from the State Contract and will check the prices on the State Contract and may elect to purchase under that contract without termination of this agreement.
43. **INTEGRATED AGREEMENT:** This writing, with the attachments hereto, and any associated purchase orders constitute the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. This agreement may not be modified except in writing signed by both parties.

44. **ENERGY SAVINGS:** Oklahoma is an energy conservation State and we welcome any comments on your bid that would indicate energy savings. Energy savings will be considered on all bids where specifications call for Life Cycle Cost Analysis.

AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Oklahoma

SS

COUNTY OF Oklahoma

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.



MTZ Construction Inc.
Business Name / Contractor Name

Conrado Martinez
Signed
Print: Conrado Martinez

Attested to before me this 26th day of April 2022

Elvia Martinez
Notary Public

My Commission Expires December 16th 2022

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.

revised

CITY OF LAWTON SPECIFICATION

SPECIFICATION NUMBER: 5-159

SPECIFICATION TITLE: Concrete Repair

APPROVAL DATE: 3/26/15

DELIVERY: Various projects within city limits

- a. Item(s) shall be delivered, FOB, to the address shown above.

WARRANTY:

- a. If item(s) bid are warrantable, the warranty will be considered during bid evaluation.
- b. Bidder is to clearly state the terms of the standard warranty and also the cost and terms of any additional available warranties.
- c. Workmanship should be free from defect for a period of one year

DISCLAIMER: The City of Lawton reserves the right to accept or reject any or all bids. Bidders must be on the City of Lawton's approved contractors list to qualify. License Requirements as issued by the City of Lawton Permits section. Division 6-6-1 Building Contractors registration certificate. (Workers comp) Bond requirement.

DESCRIPTION:

- a. If bidder is bidding an item other than that which is shown, the bidder must include, with their bid, a complete, written specification of the item they are bidding, verifying the item they are bidding is equal to or better than the item shown in the bid packet.
- b. The following specifications are the minimum acceptable standards for the item(s) shown above.
- c. Any deviation from these specifications must be clearly annotated by the Bidder on a separate page list the specification reference and detailing the deviation.
- d. Failure to annotate deviations may cause bid to be deemed as non-responsive.

CONSTRUCTION SPECIFICATIONS:

- 1) The contractor shall be an independent party and shall provide all bonds, liability insurance, payroll taxes, etc. associated with the construction of work assigned. He shall not be covered by any insurance or other benefits afforded the City of Lawton.
- 2) The contractor shall be responsible for notifying all utility companies prior to commencing work in the project area. Likewise, the contractor is responsible for coordinating his work and that of the involved utilities in the project area. The contractor shall be responsible for any contractor caused damage to utility and/or service lines. Damages shall be repaired or replaced at no cost to the City of Lawton and shall be accomplished only as authorized by the affected utility provided.

(Oklahoma Underground Facilities Damage Prevention Act)

- 3) The contractor shall take special care not to damage any trees, shrubs, landscaping, sheds or other structures located on existing easements. Any contractor-caused damage, shall be repaired or replaced at no cost to the City of Lawton and shall be accomplished by the contractor, subcontractor as approved by the city engineer.
- 4) The contractor shall erect or cause to be erected traffic-control devices designed to notify vehicular traffic of any obstructions or hazards associated with the project area and shall utilize such devices to safely move traffic around said hazards and obstructions. Control devices shall, as far as practical, be in compliance with the guidelines as published in the manual on uniform traffic-control devices.
- 5) Notice of street closures will be submitted ~~at least two (2) business days~~ in advance of the street closure to the City Engineer. The notice of closure shall specify the purpose of the closure, the location, the planned duration and the hours of the day during which the street will be closed. The closure shall be scheduled to minimize interference with vehicular and pedestrian traffic. The City Engineer shall notify emergency personnel, which shall include the fire department, police department and ambulance service company, of street closures. In the event that any street closing needs to be extended beyond what was originally published in the notice, the contractor shall be responsible for notifying the City Engineer of the number of additional days required so emergency personnel are kept informed as necessary.
* This work is to be considered an incidental item and the cost of this item is to be included in other pay items.
- 6) The contractor shall be responsible for coordinating all driveway closings with respective property owners and tenants, if property is rented.

(CITY CODE 20-1-102 AUTHORIZED WORK ON STREETS BY CITY, UTILITIES, CONTRACTORS - REQUIREMENTS NOTICE AND City of Lawton's Technical Specifications SECTION 0600 CONSTRUCTION SIGNING, BARRICADES, AND LIGHTS)

- 7) The area to be repaired will be clearly marked by the City of Lawton, Public Works Department. Concrete repairs shall be measured by the square yard of repair completed and accepted. Concrete repairs shall be paid at the contract unit price bid for concrete repairs. Payment shall include removal of existing pavement, grading, limestone screening, backfill, compaction of backfill to 95% standard proctor density, pavement material, all labor and other material to complete concrete repairs in accordance with Section 0204 of the City of Lawton's Technical Specifications

(City of Lawton's Technical Specifications SECTION 0205 1.12 MEASUREMENT AND PAYMENT)

- 8) The Contractor shall be responsible for the making, backfilling and repairing of any cuts or excavations associated with the project, which shall be done in compliance with the requirements of this section and other ordinances of the City of Lawton, and to the satisfaction of the City Engineer;

- A. General design standards set forth herein are minimum standards. Specific pavement thickness design standards for streets in residential, commercial and industrial subdivisions shall follow the latest revision of the CITY "Modified American Association of State Highway and Transportation Officials (AASHTO) Low-Volume Road Design Standards," standard details for street improvements established by the City Engineer and other design criteria as adopted by the City of Lawton. All other streets, including major and minor arterials, shall follow the latest revision of the "American Association of State Highway and Transportation Officials (AASHTO) Guide for Design of Pavement Structures," standard details for street improvements established by the City Engineer and other design criteria as adopted by the City of Lawton.
- B. All street, curb and gutter construction shall be in accordance with the applicable sections of the City of Lawton Standard Details for Subdivision Streets and appropriate methods in the latest revision of the Standard Specifications for Highway Construction as prepared by the Oklahoma Department of Transportation and modifications as established by the City Engineer.
- C. All asphalt and concrete street cuts for trench excavations shall be repaired in accordance with Figure 1 of article 20-2 of the Lawton City Code. All asphalt alley cuts shall be repaired in accordance with Figure 1, except that the concrete requirement shall be deleted and the repair section shall be surfaced with asphalt to the thickness of the existing section but not less than four (4) inches. All street cuts for other than trench excavations shall be repaired in accordance with CITY street standards. Arterial streets shall be repaired utilizing a typical section equal to the existing pavement or, as a minimum, in accordance with CITY street standards.
- 9) The contractor shall level all disturbed residential or commercial yard areas with topsoil and hand-rake to a uniform appearance that provides adequate drainage. Upon completion of the backfilling or repairing of any cut or excavation, all building material and debris resulting from the work shall be removed from the street, alley, sidewalk or other public place where the work is done. Any surplus excavation shall become the property of the contractor. Disposal of surplus excavation shall be the contractor's responsibility. Cost shall be included in the price bid for other items.
- 10) The City will periodically issue a list of repair projects to the contractor. Work will begin within five business days of receipt of the list. Should the winning vendor be unable to begin work within five business days, the City of Lawton reserves the right to use an alternate vendor. Once work begins at each address, repairs at that address must be completed within five business days. The contractor must complete the entire repair list according to the following schedule:

Repair List Total	Units	Repair Completion (Calendar Days)
500	Square Yards	15 Days
1,000	Square Yards	33 Days
1,500	Square Yards	50 Days
2,000	Square Yards	65 Days
2,500	Square Yards	83 Days
3,000	Square Yards	100 Days

- 11) Pay Items: **MTZ CONSTRUCTION INC.** will have a \$2,500.⁰⁰ minimum charge per work order

a. Concrete Sidewalk	Square Yards	\$ 95.00
b. Concrete Driveway	Square Yards	\$ 125.00
c. Concrete Street	Square Yards	\$ 155.00
d. Concrete Curb/Gutter	Square Yards	\$ 45.00

- 12) The contractor shall notify the city engineer or his designee prior to concrete placement and upon the completion of the repair, and upon receipt of said notification, the engineer or his designee shall inspect the same, securing adequate assurances that the work was completed in a timely manner in accordance with Lawton City Code and acceptable concrete industry standards. No payment for the work shall be made until the work has been approved.

13) Liquidated Damages:

a. The contractor shall ensure the work is prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the contractor and the city, that the time for completion of the work described herein is a reasonable time for the completion of the same; taking into consideration the average climatic range prevailing in this locality. Days of inclement weather shall not count against the work schedule deadline.

b. If contractor shall neglect, fail or refuse to complete the work within the time herein specified, excluding days of inclement weather or any proper extension thereof granted by the city, then the contractor, as part consideration for awarding the bid, agrees to pay the city the amount \$150.00 not as a penalty but as liquidated damages for such breach as hereinafter set forth, for each and every business day (Monday through Friday) that the contractor shall be in default after the time stipulated in the contract for completing the work.

- 14) Breach of performance shall constitute grounds for the non-breaching party to terminate the agreement with thirty days notice to the other party. Otherwise, contract shall be for a one-year term.

SPECIFICATION COMPLIANCE

FAILURE TO COMPLETE THIS PAGE MAY RESULT IN BID REJECTION

BID NUMBER: CL22-042

BID TITLE: CONCRETE REPAIR

COMPANY:

MTZ Construction Inc.,

SUBMITTED BY:

[Signature]

SIGNATURE OF AUTHORIZED AGENT

Item(s) bid meets or exceeds all specifications.

Item(s) bid does not meet all specifications as shown below.

List below all exceptions to the bid specifications. Attach additional pages if necessary.

MTZ CONSTRUCTION INC., Will have a \$2,500⁰⁰ minimum charge per work order

Additional page(s) to exceptions? Yes No

15). Points of Contacts:

Cliff Haggemiller

Street & Traffic Control Superintendent

Office: 580-581-3427

Clifford.haggemiller@lawtonok.gov

Larry Wolcott

Director of Public Works

Office: 580-581-3410

Larry.wolcott@lawtonok.gov

*****NOTE*****

Bold font after items refers to applicable code or standard

Bid Number: CL22-042
Bid Title: Concrete Repairs

Vendor

Name: MTZ Construction Inc.
(please complete above information)

Price Bid

(must be completed and returned with the bid)

MTZ CONSTRUCTION INC., will have a \$2,500.00 minimum
Charge Per work order

Item	Description	Est Qty	Unit	Unit Price
1.	Concrete repairs			
a	Sidewalk repairs	----	per sy	95.00
b	Driveway repairs	---	per sy	125.00
c	Street repairs	----	per sy	155.00
d	Curb/Gutter repairs		Per lf	45.00

For any questions pertaining to the specifications, please place on BidSync.

Notes:

1. As per accompany specifications.
2. This is a requirements contract.
3. There are insurance requirements for this contract.
4. Please submit two copies of any additional documents such as descriptive literature.
5. WARRANTY:
 - a) The vendor must provide detailed information on all warranties provided with the purchase of items covered by this contract.
 - b) The vendor must also provide details, including prices, on any available extended or optional warranties.
 - c) The information provided on warranties will be considered during the bid evaluation. Available warranties are factors for bid award.

ABSTRACT OF BIDS

I CERTIFY that I have opened, read, and recorded herein all bids received and listed below:

Signature: *Maegan Drukk*

IFB/RFP Number CL22-042		Page <u>1</u> of <u>1</u>	Bidder Number <u>1</u>		Bidder Number <u>2</u>		Bidder Number <u>3</u>		Bidder Number <u>4</u>		Bidder Number <u>5</u>															
IFB/RFP Title Concrete Repair			Date Opened: April 26, 2022			Integrity Construction Services Scott Wilburn 21565 W. Gore Blvd. Indianahoma, OK 73552 P: 940-781-4462 E: scott.wilburn@ics580.com			Allison Excavation Joe Roseberry 1702 S.W. Deyo Mission Rd. Cache, OK 73527 P: 580-695-8338 E: allison.excavation@gmail.com			MTZ Construction Inc. Conrado Martinez 3545 SW 37th St. Oklahoma City, OK 73119 P: 405-202-6417 E: mtzconstruction2012@hotmail.com			TE Construction Thomas Espinoza 806 NE 75th St. Lawton, OK 73507 P: 580-248-3824 E: teconcrete@yahoo.com			AE Construction LLC Alfred Espinoza 713 NW 46th St. Lawton, OK 73505 P: 580-357-9222								
Number of ADDENDA Issued NONE			Buyer Justine Guevara			Addenda Acknowledged N/A			Addenda Acknowledged N/A			Addenda Acknowledged N/A			Addenda Acknowledged N/A											
DELIVERY: CORPORATE SEAL OR NOTARY: AFFIDAVIT OF PAYMENTS....\$25,000: CERTIFICATE OF INSURANCE ENCLOSED:												As required Yes Yes N/A			As required Yes Yes N/A			As required Yes Yes N/A			As required Yes Yes N/A			As required Yes Yes Yes		
Item No.	Description of Bid Item	Est. Qty	Unit	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks													
1	Concrete Repairs																									
1a	Sidewalk Repairs	--	per sy	291.80	94.00	95.00	\$2500 Min. Charge/ Work Order	96.00	*Exceptions noted on Spec Compliance Sheet	85.00																
1b	Driveway Repairs	--	per sy	291.80	109.00	125.00	\$2500 Min. Charge/ Work Order	115.00	*Exceptions noted on Spec Compliance Sheet	110.00																
1c	Street Repairs	--	per sy	392.58	125.00	155.00	\$2500 Min. Charge/ Work Order	129.00	*Exceptions noted on Spec Compliance Sheet	120.00																
1d	Curb/Gutter Repairs	--	per lf	19.80	53.00	45.00	\$2500 Min. Charge/ Work Order	36.00	*Exceptions noted on	35.00																