

**2024 Yale Senior Citizens Building
Demolition and Construction Project**

ADVERTISEMENT FOR BIDS

SEALED BIDS for the demolition of the existing structure and construction of a new Senior Citizens Building for the City of Yale, Oklahoma will be received by the City of Yale, Oklahoma, 209 N. Main Street, Yale, Oklahoma, 74085 until 4:00 P.M. on October 24, 2024. The bids will be opened and publicly read aloud on Thursday October 24, 2024 at 4:00 P.M. at the Yale City Hall, 209 N. Main Street, Yale, Oklahoma. The outside of the bid envelopes must be clearly marked with the name of the bidder and the words "2024 Yale Senior Citizens Building Demolition and Construction Project Bid."

All bids must include assurances that the following provisions will be complied with:


1. Federal Labor Standards Provisions. US Department of Labor, 29 CFR 5.
2. Section 3 of the Housing and Urban Development Act of 1974, as amended, 13 U.S.C. 1701, which requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in substantial part by persons residing in the area of the project.
3. Section 109 of the Housing and Community Development Act of 1974, which assures that no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination.
4. Certification of non-Segregated facilities, which assures that the bidder does not maintain or provide segregated facilities.
5. Assurances that surety companies executing bonds appear on the Treasury Department list and are authorized to transact business in the State where the project is located.

The contract documents may be examined at the following locations:

City of Yale, 209 N. Main Street, Yale, Oklahoma 74085

Copies of the contract documents and specifications may be obtained by contacting:

Deanna Couch, City Clerk, City of Yale, 209 N. Main Street, Yale, Oklahoma 74085, (918) 387-2405. Office Hours are Monday through Friday 8:00 A.M. to 4:30 P.M. Mail bids will be accepted. Bidders may present sealed bids to the Clerk before 4:00 P.M. on October 24, 2024. The City of Yale, Oklahoma reserves the right to reject any and all bids. Any bids received after the scheduled time will be returned unopened.



DEANNA COUCH
YALE CITY CLERK

INFORMATION FOR BIDDERS

Bids will be received by, the City of Yale (herein called the “Owner”) at the City of Yale, 209 N. Main Street, Yale, Ok 74085 until 4:00 p.m. on the 24th day of October, 2024. Said bids will be publicly opened and read aloud at that time and place.

Each bid must be submitted in a sealed envelope addressed to City of Yale, 209 N. Main Street, Yale, OK 74085. Each sealed envelope containing a bid must be plainly marked on the outside as a bid for 2024 Senior Citizens Building Demolition and Construction Project and the envelope should bear on the outside the bidder’s name, address, and license number, if applicable, and the project for which the bid is submitted. If forwarded by mail, the sealed envelope, containing the bid must be enclosed in another envelope addressed to Deanna Couch, City of Yale, 209 N. Main St., Yale, OK 74085.

All bids must be made on the required bid form. Each bidder shall bid on the project described in the bid specifications. The City of Yale, Oklahoma reserves the right to award a contract to the successful bidder. All blank spaces for bid prices must be filled in, in ink, or typewritten, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required.

The Owner may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above-mentioned time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Lowest responsible bid will be awarded. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between Owner and bidders.

Bidders must satisfy themselves on the accuracy of the estimated quantities in the Bid Schedule by Examination of the site and a review of the drawings and specifications, including addenda. After bids have been submitted, no bidder shall assert that there was a misunderstanding concerning the quantities of work or the nature of the work to be done.

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

Prospective bidders may examine the bidding documents at the office of the City Clerk, City of Yale, 209 N. Main Street, Yale, Oklahoma between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday, or bidders may obtain digital copies of the document from Deanna Couch, City Clerk. Copies of the bidding documents may be obtained from the City Clerk during such hours by making payment in the amount of \$20.00 for each set of documents.

Each bidder shall accompany with the original bid, a certified or cashier's check on a solvent bank located in the State of Oklahoma or a Bidder's Bond, in the amount of five (5) percent of the total amount of the bid, payable to the City of Yale, Oklahoma and as a guarantee of the Bidder's ability to perform the contract bid upon and that the Bidder will enter into a written contract with the City of Yale, Oklahoma to perform said work in accordance with the plans and furnish all required bonds within ten (10) days after acceptance of the bid. As soon as the bid prices have been compared, the Owner will return the bonds of all but the two lowest responsible bidders. When the agreement is executed, the bond of the remaining unsuccessful bidder will be returned. The bid bond of the successful bidder will be retained until the payment/statutory bond and performance bonds have been executed and approved, after which it will be returned. The deposit will be retained by the City of Yale as, and for, liquidated damages in case the successful Bidder fails to execute said contract and furnish the required bonds provided for in the specifications within the time required.

The successful Bidder shall file a performance bond, maintenance bond, statutory bond and certificates of insurance at the time of signing the contract in the amount of 100 percent of the contract price and each with a corporate surety approved by the Owner, to guarantee the faithful performance of the contract.

Attorneys-in-fact who sign bonds, payment bonds, and performance bonds must file with each bond a certified copy of their power of attorney bearing the effective date.

Each Bidder shall accompany its bid with a Non-Collusion Affidavit and a Business Relationships Affidavit in writing displaying that the Bidder has not directly or indirectly entered into an agreement, express or implied, with any other bidder of the price or amount of such bid or any bids, the limiting of the bids or bidders, the paying to anyone of any exchange of money or other thing of value for special consideration in the award of a contract.

A pre-bid conference will be held at 3:00 p.m. on October 10, 2024 at the Yale Public Library, 213 N. Main Street, Yale, Oklahoma. Attendance at the pre-bid conference is highly encouraged but is not mandatory.

The party to whom the contract is awarded will be required to execute the agreement and obtain the performance bond and statutory bond within ten (10) calendar days from the date when Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary agreement and bond forms. In case of failure of the bidder to execute the agreement, the Owner may consider the bidder in default, in which case the bid bond accompanying the proposal shall become the property of the Owner.

The Owner, within ten (10) days of receipt of acceptable performance bond, maintenance bond, statutory bond, and agreement signed by the party to whom the agreement was awarded, shall sign the agreement and return to such party an executed duplicate of the agreement. Should the Owner not execute the agreement within such period, the bidder may, by written notice, withdraw the signed agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The Notice to Proceed shall be issued within ten (10) days of the execution of the agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the Owner and contractor. If the Notice to Proceed has not been issued within the ten-day period or within the period mutually agreed upon, the contractor may terminate the agreement without further liability on the part of either party.

The Owner may make such investigations as deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the agreement and to complete the work contemplated therein. Owner may reject any Bid if it contains additional terms, conditions, or agreements that modify the requirements of this invitation to bid or attempts to limit Bidder's liability to the City of Yale, Oklahoma. All forms contained in the advertisement for bids shall be returned with the bid.

Award will be made to the lowest responsible bidder.

All applicable laws, ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the contract documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation with respect to the bid.

Further, the bidder agrees to abide by the requirements under Executive Order No. 11246, as amended, including, specifically, the provisions of the Equal Opportunity Clause set forth in the Supplemental General Conditions.

Title 68 of the Oklahoma Statutes exempts sales to a public entity from all sales tax on the sale of "tangible personal property or services." All Bids shall be assumed to have been made based on such statutory exemption as effective on the date of the bid.

The low Bidder shall supply the names and addresses of major material suppliers and subcontractors when required to do so by the Owner.

No oral statements by any person shall modify or otherwise affect the provisions of this invitation for Bid and/or any contract resulting therefrom. All modifications, addenda or amendments must be made in writing by the City of Yale, Oklahoma.

Each Bidder shall hold the City of Yale harmless for any loss, damage or claims arising from or related to your bid or performance of the agreement. You must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to your bid and the agreement.

The architect for the project is Mark Gandy, 1 S. Broadway, Suite 200, Edmond, OK 73034 (405) 259-2000, e-mail mgandy@schemmer.com

SPECIAL CONDITIONS FOR BIDDERS

No contractor nor any subcontractors employed on this project may discriminate against any employee or applicant for employment because of race, religion, creed, sex, color, national origin, ancestry, age, or disability as defined by the Americans with Disabilities Act. A certification of nondiscrimination must be properly signed and submitted with the contractual agreement. The requirements of the certificate must be included in any subcontracts awarded under the contractual agreement.

The following requirements are accepted and agreed to by all Bidders:

A. Equal Opportunity in Employment. All qualified applicants will receive considerations for employment. Bidders on this work will be required to comply with the President's Executive Order NO. 11246, as amended.

B. Each Bidder must fully comply with the requirements, terms and conditions of the Department of Environmental Quality Small, Minority, Women's Businesses Requirements including affirmative steps to contract with small, minority and women's businesses during the performance of the contractual agreement.

C. All Bidders must comply with the Anti-Kickback Act and the Contract Work House Standards Act.

FORM #1
BIDDER INFORMATION SHEET

Bidder's Exact Legal Name: _____

(Must be Bidder's company name as reflected on its organizational documents, filed with the state in which bidder is organized, rather than DBA)

State of Organization: _____

Bidder's Type of Legal Entity: (check one)

- Sole Proprietorship _____
- Partnership _____
- Corporation _____
- Limited Partnership _____
- Limited Liability Company _____
- Other _____

Bidder's Address: _____

E-mail Address: _____

Contact Person:

Name: _____

Street: _____

City: _____

State: _____

Phone: _____

E-mail _____

FORM # 6
THIS FORM MUST BE SUBMITTED WITH THE BID

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

I, _____ of lawful age, being first duly sworn, upon oath states that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with any party to the municipal agency is as follows:

Affiant further states that any such business relationship present in effect or which existed with one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or trustee of the City of Yale or the Yale Water & Sewer Trust as follows:

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

(If none of the business relationship hereinabove mentioned exist, Affiant should so state.)

Affiant

Subscribed and sworn to before me this _____ day of _____, 2024.

Notary Public

My Commission expires: _____
My Commission number: _____

INSURANCE REQUIREMENTS

Name of Insured: The City of Yale, Oklahoma, a municipal corporation

Description of Work: 2024 Senior Citizens Building Demolition and Construction Project

Location of Work: Yale, Oklahoma

Type of Insurance	Minimum Coverage Amounts
Workmen's Compensation	Statutory Limits
General Public Liability and Property, Including Vehicle Coverage	
Employer's Liability	\$500,000 aggregate comprehensive
General Liability	\$1,000,000 per occurrence
Property Damage	\$125,000 per occurrence
Property Damage	\$1,000,000 aggregate
Auto Liability	\$125,000 each person for bodily injury
Auto Liability	\$25,000 each occurrence for property damage
Builder's Risk During Construction	Equal to the amount of the contract

This coverage is for all motor driven vehicles

In the event of any material change or cancellation of said policies, the company will give a fifteen (15) day written notice of such cancellation to the City of Yale, Oklahoma.

Coverage shall be indicated by checking all applicable boxes. Insurance shall cover any hazards involved with the planned project. Special coverage for any blasting operations shall be listed separately on the certificates.

The City of Yale, Oklahoma shall be listed as the additional insured.

SECTION 004113

BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Project Name: City of Yale, Senior Center
- C. Project Location: 111 N B Street, Yale, Oklahoma 74085
- D. Owner: City of Yale
- E. Architect: The Schemmer Associates Inc.
- F. Architect Project Number: 09334.001

1.2 CERTIFICATIONS AND BASE BID

- A. A. Base Bid plus a 2% Owner Contingency for a Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Drawings, Specifications, and all subsequent Addenda, as prepared by The Schemmer Associates Inc. and Owner's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. _____ Dollars

(\$_____).

1.3 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect and shall fully complete the Work within _____ calendar days.

1.4 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
 - 1. Addendum No. 1, dated _____.
 - 2. Addendum No. 2, dated _____.
 - 3. Addendum No. 3, dated _____.
 - 4. Addendum No. 4, dated _____.

1.5 BID SUPPLEMENTS

- 1. Not Applicable

1.6 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Oklahoma, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.7 LIST OF PROPOSED MAJOR SUB-CONTRACTORS (include General Conditions and Fee)

- A. Grading: _____
- B. Utilities: _____
- C. Precast Material & Erection: _____
- D. Glazing: _____
- E. Steel Material & Erection: _____
- F. Roofing: _____
- G. HVAC: _____
- H. Plumbing: _____
- I. Electrical & Fire Alarm: _____

1.8 CHANGE ORDER ALLOWABLE OVERHEAD AND PROFIT

- A. In the case of a net increase in Contract Sum, the overhead and profit shall be determined as follows:
 - 1. Contractor performed work, overhead: _____% (Limit to 5%)
 - 2. Contractor performed work, profit: _____% (Limit to 5%)
 - 3. Contractor mark-up on subcontractor performed work: _____% (Limit to 5%)
 - 4. Subcontractor overhead: _____% (Limit to 10%)
 - 5. Subcontractor profit: _____% (Limit to 10%)

- B. In the case of a net decrease in Contract Sum, the overhead and profit shall be determined as follows:
 - 1. Contractor performed work, overhead: _____% (Limit to 5%)
 - 2. Contractor performed work, profit: _____% (Limit to 5%)
 - 3. Contractor mark-up on subcontractor performed work: _____% (Limit to 5%)
 - 4. Subcontractor overhead: _____% (Limit to 10%)
 - 5. Subcontractor profit: _____% (Limit to 10%)

1.9 SUBMISSION OF BID

Respectfully submitted this _____ day of _____, 202_.

Submitted By: _____
(Name of bidding firm or corporation)

Authorized Signature: _____
(Handwritten signature)

Signed By: _____
(Type or print name)

Title: _____
(Owner/Partner/President/Vice President)

Witness By: _____
(Handwritten signature)

Attest: _____
(Handwritten signature)

By: _____
(Type or print name)

Title: _____
(Corporate Secretary or Assistant Secretary)

Street Address: _____

City, State, Zip _____

Phone: _____

License No.: _____

Federal ID No.: _____

(Affix Corporate Seal Here)

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

 as Principal, and

 As Surety, are hereby held and firmly bound unto the CITY OF YALE, a Municipal Corporation, Yale, Oklahoma, as OWNER, in the penal sum of (5% of said Bid)

_____ Dollars

(\$ _____) lawful money for the payment of which, well and truly be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of _____, 2024.

The Condition of the above obligation is such that whereas the Principal has submitted to the CITY OF YALE, a municipal corporation, a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the purpose of demolition of the existing building and construction of the Senior Citizens Building of the City of Yale, Oklahoma.

NOW, THEREFORE,

- (a) If said BID shall be rejected or,
- (b) If said BID shall be accepted and the Principal shall execute and deliver an Agreement in the Form of Agreement attached hereto (properly completed in accordance with said BID) and shall furnish BONDS for this faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation should be void, otherwise the same shall remain in force and effect; It being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPAL

By: _____

SURETY

By: _____

This form properly executed, or a Bond issued by a Surety, or a Cashier's Check must be returned with your bid.

MAINTENANCE BOND

WHEREAS, the undersigned, _____ has executed a certain contract dated the _____ day of _____, 2024, designated and known as The 2024 Yale Senior Citizens project for the demolition of the existing building and construction of a Senior Citizens Building for the City of Yale, Oklahoma including all of the work mentioned and described in said Contract, and to be performed by the undersigned strictly and punctually in accordance with the terms, conditions, plans and specifications thereof,

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____, as Principal, and _____ as Surety, are jointly and severally, firmly held and bound unto the City of Yale, Oklahoma (hereinafter referred to as "Owner") in the sum of _____ Dollars (\$ _____), in lawful money of the United States of America, same being the approximate cost of the Contract herein referred to, for the payment of which sum will and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this bond is such that the said Principal and Surety herein named to hereby agree and bind themselves unto and guarantee the Owner that the said improvements, including materials, workmanship and all work done under said contract were such that the same shall endure without need of any repair whatsoever for a period of one (1) year from and after the formal acceptance of said project by the duly appointed governing body of the Owner and that at the expense of said Principal and/or Surety, that such work performed under said Contract shall be kept and maintained in a first class condition for a period of one (1) year as herein provided, and that interiors or exteriors of such building without any notice being given, and that all conditions or failures occurring or arising from any cause whatsoever within said period of one (1) year, maintained by said Principal and/or Surety, without notice being given; and it being further agreed that upon the neglect, failure or refusal of the Principal to make any needed repairs upon said project or any work contained therewith within ten (10) calendar days after notice to said Principal by letter deposited in the United States mail, addressed to said Principal at _____, that the said Principal and Surety shall jointly and severally be liable to the City of Yale, a Municipal Corporation, Yale, Oklahoma for the costs and expenses of making such repairs, or making good defects or imperfections.

NOW THEREFORE, if the said Principal and Surety shall faithfully and securely keep and perform all of the obligations herein provided to be kept and performed by them, or either of them, then this obligation shall be null and void and of no force and effect, otherwise to be and remain in full force and effect at all times.

Signed, sealed and delivered this _____ day of _____, 2024.

ATTEST:

By: _____
(Signature)

Name: _____
(Print or Type)

(Print or Type)

(SEAL)

Principal: _____
(Print or Type)

By: _____
(Signature)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

ATTEST:

By: _____
(Signature)

Name: _____
(Print or Type)

Surety: _____
(Print or Type)

By: _____
Surety's Agent (Signature)

Name: _____
(Print or Type)

By: _____
(Attorney in Fact (Signature))

Name: _____
(Print or Type)

Attach a certified copy of the Power of Attorney

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal, and _____, a Corporation organized under the laws of the State of _____, as Surety, are held and firmly bound unto the State of Oklahoma, in the amount of _____ Dollars (\$ _____) for the payment of which we hereby bind ourselves, our heirs, executors, administrator, successors, and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 2024.

Whereas, the said Principal did on _____, 2024, enter into a certain contract with the City of Yale, a Municipal Corporation for the demolition of the existing building and construction of the Senior Citizens Building in the City of Yale, Oklahoma.

Whereas, this bond is given in compliance with Title 61, Sections 1 and 2, as amended, of the Oklahoma Statutes.

Now Therefore, the condition of the above obligation is such, that if the Principal shall pay all indebtedness incurred for labor or material or rental of machinery or equipment furnished in the completion of said public improvement contract or in making said public improvements, then this obligations shall be void, otherwise to remain in full force and effect.

In Witness whereof, we have hereunto set our hand and seals the day first written above.

By: _____

By: _____
Surety's Agent (Signature)

Name: _____
(Print or Type)

By: _____
Attorney in Fact (Signature)

Name: _____
(Print or Type)

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS; that

(Name of Contractor)

(Address of Contractor)

(Corporation, Partnership, LLC or Individual)

Hereinafter called Principal and _____ whose address if _____, hereinafter called "Surety" are held and firmly bound unto the City of Yale, a Municipal Corporation, Yale, Oklahoma, hereinafter called "Owner" in the total aggregate penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by the presents. The conditions of the obligation is such that whereas the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2024, a copy of which is hereto attached and made a part hereof for the demolition of the existing building and construction of the Senior Citizens Building of the City of Yale, Oklahoma.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by Owner, with or without notice to the Surety and if the Principal shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that it is expressly agreed that the bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the contract not increasing the contract price more than Twenty percent (20%), so as to bind the Principal, and the Surety to the full and faithful performance of the contract as so amended. The term "Amendment" wherever used in this bond, and whether referring to this bond,

the contract or the documents shall include any alteration, addition, extension, or modification of any character whatsoever.

IN WITNESS WHEREOF, this instrument is executed in ____ counterparts, each which shall be deemed an original, this _____ day of _____, 2024.

ATTEST:

By: _____
(Signature)

Principal: _____
(Print or Type)

Name: _____
(Print or Type)

By: _____
(Signature)

Title: _____
(Print or Type)

Name: _____
(Print or Type)

(SEAL)

Title: _____
(Print or Type)

ATTEST:

By: _____
(Signature)

Surety: _____
(Print or Type)

Name: _____
(Print or Type)

By: _____
Surety's Agent (Signature)

Name: _____
(Print or Type)

By: _____
Attorney in Fact (Signature)

Name: _____
(Print or Type)

SENIOR CITIZENS BUILDING CONSTRUCTION CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 2024, by and between THE CITY OF YALE, OKLAHOMA, a municipal corporation , (hereinafter referred to as "CITY") and _____, (hereinafter referred to as "CONTRACTOR.")

RECITALS

(1) CITY desires to demolish the existing structure and construct a new Senior Citizens Building located at 111 N. "B" Street, Yale, Oklahoma to serve the City of Yale, Oklahoma, which improvements are more fully described in the 2024 Yale Senior Citizens Building Demolition and Construction Project specifications, documents and drawings attached hereto and made a part hereof.

(2) CONTRACTOR did on the ____ day of ____ 2024 submit to the CITY the Contractor's written bid to do the work described under the terms and conditions of the bid notices and specifications advertised by the CITY.

(3) CONTRACTOR is the lowest and best bidder for constructing the above-mentioned Senior Citizens Demolition and Construction project.

(4) CONTRACTOR agrees to perform those services on demand and provide the work necessary to demolish and construct such Senior Citizens Building pursuant to the specifications attached hereto as Exhibit "A" and the accompanying contract documents which are attached hereto and made a part hereof under the terms and conditions set forth in this contract, and which include:

1. This contract document
2. Exhibit A – Plans and Specifications
3. Exhibit B – Invitation to Bid
4. Proposal Bid Sheet
5. Exhibit C – Contractor's Bid Proposal

IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN, IT IS AGREED BY AND BETWEEN TRUST AND CONTRACTOR AS FOLLOWS:

I.

CONTRACTOR agrees to demolish the existing structure and construct a new Senior Citizens Building in the City of Yale, Oklahoma. The work to be completed by CONTRACTOR includes all services and work generally performed by a contractor in the demolition and construction of a Senior Citizens Building

including but not limited to, the work and services contained and defined in the Invitation to Bid, attached hereto as Exhibit "B", and the plans and specifications attached hereto as Exhibit "A."

All of the work and labor performed under this contract shall be performed, and all of the material furnished shall be in strict conformity with such plans and specifications, and CONTRACTOR accepts and consents to the conditions contained in said plans and specifications and expressly agrees to comply with every requirement and stipulation therein contained to be performed by the party contracting to do said work. All of said work shall be performed and all of said material shall be furnished under the supervision, direction and control and to the complete satisfaction of the CITY, and the CITY shall decide every question that can or may arise between the parties relative to the construction of this contract and to the performance thereof, including all questions as to the quality, quantity and amount of the several kinds of work that may be performed or material furnished under this contract and the prices thereof, and such determination shall be conclusive upon the parties. In case of improper construction or noncompliance with this contract and the specifications attached thereto, CITY may suspend said work at any time or order a partial or complete reconstruction of the same if improperly done or declare this contract forfeited. In the event CONTRACTOR shall violate any of the provisions of this contract, CITY shall ascertain and determine the amount of damages resulting from such violation, which determination shall be conclusive and CONTRACTOR shall pay to CITY the amount of such damages as ascertained and determined.

II.

The contract documents consist of this contract, the plans and specifications, bid notices and drawings for the 2024 Yale Senior Citizens Building demolition and construction Project, any and all addenda issued prior to the execution of this contract, and any amendments and change orders. These documents form the contract and what is required by any one shall be as binding as is fully contained herein. It is the intention of the contract to include all labor, materials, equipment and other items necessary for the proper execution and completion of the work necessary to perform the Senior Citizens Building demolition and construction project.

III.

(A) CONTRACTOR agrees that it shall provide supervision and direct the work for such project. The CONTRACTOR shall be solely responsible for all of such construction and for coordinating all portions of the work under the contract.

(B) Unless specifically noted to the contrary, CONTRACTOR shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, utilities and any other items necessary for the completion of the work described herein.

(C) CONTRACTOR shall at all times enforce strict discipline and good order among its employees, and shall enforce such discipline on the job location.

(D) CITY shall authorize CONTRACTOR to purchase materials and supplies on its behalf for purposes of utilizing the sales tax exemptions of CITY however CONTRACTOR shall be responsible and liable for payment for any such purchases.

(E) CITY or its representatives shall at all times have access to the work for purposes of inspection.

IV.

CITY shall pay unto CONTRACTOR a sum not to exceed the sum of _____ for the work described herein. CITY shall make partial payments, in an amount equal to percentage of the work completed as certified by the architect for the CITY, of the work as described and shall make the full and final payment upon completion, inspection and acceptance of the project. CITY shall have the right to retain up to five percent (5%) of the partial payments to be held as retainage. Any request for payment shall have attached any affidavits as may be required by the Statutes of the State of Oklahoma.

. V.

CONTRACTOR must, at its own expense and cost, secure all permits and licenses and pay any fees required by Federal or State Statute, law, code or regulation necessary to the lawful prosecution of the work described in this contract.

VI.

The parties intend that an independent contractor relationship be created by this contract. CITY is interested only in the results to be achieved and the conduct and control of the work rests solely with CONTRACTOR. CONTRACTOR shall not be considered as an agent or employee of CITY.

VII.

(A) The work to be performed under this contract will be performed entirely at the risk of CONTRACTOR, and CONTRACTOR assumes all responsibility and liability for the work accomplished in the performance of this contract. CONTRACTOR will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors during the performance of this contract.

(B) CONTRACTOR agrees to indemnify and hold harmless CITY, its agents, officers and employees from and against all claims, damages, losses and expenses, attorney fees, including property and employees or agents of CITY, arising out of or resulting from the performance of the work described herein and shall defend, indemnify and save harmless CITY, its officers, agents and employees, from any and all claims, damages, suits, costs, expenses, liability actions or proceedings of any kind or nature whatsoever , including workers' compensation claims, of or by anyone resulting from or arising out of directly or indirectly the performance by CONTRACTOR of the work required by this contract.

VIII.

CONTRACTOR agrees that it will carry and maintain liability insurance in an amount not less than those amounts as listed in the insurance requirement provisions of the City of Yale, 2024 Senior Citizens

Demolition and Construction Project bid notice and specifications, said insurance being to secure CITY against liability for bodily injury and damage and property damage.

CONTRACTOR further agrees that it shall carry and maintain workers' compensation insurance with a company licensed to do business in the State of Oklahoma and as may be required by the Statutes and regulations of the State of Oklahoma and the requirements of the bid notice.

CONTRACTOR agrees that it shall carry builder's risk insurance against damage from fire and the elements during the process of construction in an amount of not less than _____ and such insurance shall be maintained in full force and effect until such project is accepted by CITY. CONTRACTOR agrees that it shall name the City of Yale, Oklahoma as additional insureds under such policy.

CONTRACTOR additionally agrees that it shall carry such other insurance policies and coverages as are listed and shown in the bid specifications at the page titled "Insurance Requirements".

IX.

CONTRACTOR understands and agrees that CITY is a public corporation that is funded in part by taxpayers to operate for the benefit of the citizens of the City of Yale, Oklahoma Pursuant to Oklahoma law, CONTRACTOR agrees that CITY shall not indemnify nor hold CONTRACTOR harmless for loss,, damages, expense or liability arising from or related to this contract, including attorney's fees and costs. CONTRACTOR does further agree that it shall not limit its liability to CITY for actual loss or direct damages for any claim based on a material breach of this contract and the documents incorporated herein. CITY reserves the right to pursue all legal and equitable remedies to which it may be entitled. CITY will not agree to binding arbitration of any disputes.

X.

CONTRACTOR agrees that time is of the essence in the completion of the work described herein and that CONTRACTOR will complete all of such work within _____ days from the date that CONTRACTOR is provided notice to commence the work described in the project plans and specifications. Should CONTRACTOR be delayed at any time in the completion of the work by unavoidable circumstances or causes beyond the control of CONTRACTOR, then and in that event the contract time shall be extended by change order for such reasonable time as CITY may determine.

CONTRACTOR and CITY recognize that time is of the essence to this agreement and that CITY will suffer financial loss if the work is not completed within the time specified above, plus any extensions thereof. The parties also recognize the delays, expenses and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by CITY if the work is not completed on time. The parties hereby agree that, instead of requiring proof of loss, CITY and CONTRACTOR agree that as liquidated damages for delay, but not as penalty, CONTRACTOR shall pay CITY the sum of _____ for each day that expires after the time specified for completion herein.

XI.

Upon completion of the work and before acceptance and final payment will be made, CONTRACTOR shall clean and remove from the site of the project surplus and discarded materials, temporary structures, and debris of any kind. CONTRACTOR shall leave the site of the work in a neat and orderly condition.

XII.

The extent and character of the work to be done by the CONTRACTOR shall be subject to the general approval of the inspector employed by CITY. Upon completion of the work described herein, but prior to acceptance thereof, CITY, or its representative will determine by examination that said work has been completely and fully performed in accordance with the Contract Documents. The CONTRACTOR shall furnish proof that all claims and obligations incurred by CONTRACTOR in connection with the performance of said work have been fully paid, said information shall be in the form of an Affidavit. Thereupon, the final estimate shall be approved and paid. Provided, however, that any such final payment shall not be deemed nor construed as proof that said improvements were constructed in strict compliance with this Contract and the specifications therefore, and CITY reserves the right to recover from CONTRACTOR any damage it may sustain for noncompliance herewith.

XIII.

CITY reserves and shall have the right to pay any and all claims against CONTRACTOR for labor and any claim for materials and deduct the same from the amount due to CONTRACTOR, provided that this provision shall not apply to any claim of a subcontractor against CONTRACTOR and provided, further, that this provision shall not be construed in any way to require CITY to pay any such claim for labor or material.

Nothing contained herein shall in any manner create any liability against CITY on behalf of any claimant for unpaid labor or materials. Further that these provisions shall not in any manner affect the liability of CONTRACTOR to CITY on any bond given to CITY in connection with this contract.

XIV.

Notwithstanding anything herein contained to the contrary, CONTRACTOR shall not have the right to make any contracts or commitments for or on behalf of CITY without first obtaining the written consent of CITY.

XV.

CONTRACTOR shall establish and implement safety measures, policies and standards conforming to those required or recommended by governmental and quasi-governmental authorities including, but not limited to, the requirements of the United States Occupational Safety and Health Act. Further the CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work to be performed under this contract. CONTRACTOR shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage,

injury or loss to employees on the work and other persons who may be affected, all work and equipment to be used in connection with such project and any other property at the site.

CONTRACTOR shall further be responsible for the erection and maintenance of such warning signs, street closure barriers and any other measures necessary to protect the public from said job location and shall further comply with any and all federal and state highway rules and regulations regarding traffic control measures at street construction locations.

XVI.

CONTRACTOR shall at all times observe and comply with all Federal and State laws and regulations and all City of Yale, Oklahoma ordinances and regulations which in any manner affect the conduct of the work and shall observe and shall comply with all orders and decrees which exist at the present or which may be enacted later, of bodies having jurisdiction or authority over the work and no plea of misunderstanding shall be considered.

XVII.

CONTRACTOR agrees that neither CONTRACTOR nor any subcontractors employed to complete the work described in the plans and specifications for the project that is the subject of this contract shall discriminate against any employee or applicant for employment because of race, religion, creed, sex, color, national origin, age or disability as defined by the Americans with Disabilities Act.

XVIII.

The provisions of this contract may be amended or changed only by an amendment or a change order executed by the City Manager, as authorized by the Yale City Commission however the CITY may, without invalidating this contract, order changes in the work described herein to include but not limited to additions, deletions or modifications, the contract sum being adjusted accordingly. Any such changes shall be made only by written change order signed and executed by the parties.

XIX.

CONTRACTOR agrees to correct any work that fails to conform to the requirements of the contract documents where such failure to conform appears during the progress of the work. CONTRACTOR shall further remedy any defects which appear within a period of one (1) year from the date of completion of the contract or within such longer period as may be prescribed by the Statutes of the State of Oklahoma. Pursuant to the contract documents CONTRACTOR agrees that it shall post any maintenance bond as may be required by the provisions of Title 61, Section 113 of the Oklahoma Statutes.

XX.

This contract, and the exhibits attached thereto, contains the complete agreement by and between the parties and as of the effective date hereof, shall supersede any other agreements between the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter

of this contract or any representations including the execution and delivery hereof except such representations as are set forth herein.

XXI.

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by a court of competent jurisdiction, then and in that event this contract shall be interpreted as if such invalid agreements or covenants were not contained herein.

XXII.

No supplement, modification or waiver of this contract shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this contract shall be deemed or shall constitute a waiver of any other provisions hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. The parties further agree that this agreement shall be interpreted by the laws of the State of Oklahoma.

XXIII.

This contract shall not be assigned or transferred by CONTRACTOR, either in whole or part, nor shall any portion be sublet without prior written consent of CITY.

XXIV.

The prevailing party in any legal proceeding or arbitration based upon this contract shall be entitled to recover reasonable attorney fees, expenses and court costs.

IN WITNESS WHEREOF, the parties hereto have hereunto signed and entered into this contract this _____ day of _____, 2024.

THE CITY OF YALE, OKLAHOMA,
A MUNICIPAL CORPORATION

JASON BROWN, MAYOR

ATTEST:

DEANNA COUCH, CLERK

CONTRACTOR.
An Oklahoma Corporation

ATTEST:

SECRETARY