

**SPECIFICATIONS, SPECIAL PROVISIONS AND CONTRACT DOCUMENTS**

**THE CITY OF MIDWEST CITY  
AND THE MIDWEST CITY MUNICIPAL AUTHORITY**

**PUBLIC WORKS GENERAL AND EMERGENCY SERVICES  
REQUEST FOR BIDS**



**Matt Dukes, Mayor, Trust/Authority Chair**

**City Council Members – Trust/Authority Members**

**Ward I – Susan Eads**

**Ward IV– Marc Thompson**

**Ward II – Pat Byrne**

**Ward V– Sara Bana**

**Ward III – Rita Maxwell**

**Ward VI– Rick Favors**

**Tim Lyon  
City Manager/General Manager**

**Paul Streets  
Public Works Director**

**Sara Hancock  
City Clerk/Secretary**

**Don Maisch  
City Attorney**

**July 2024**

**Prepared by:  
Midwest City Public Works  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110**

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## NOTICE TO BIDDERS

Notice is given that the City of Midwest City and Midwest City Municipal Authority (jointly referred to as City) will receive sealed bids in the office of the City Clerk/Secretary office, Midwest City Municipal Complex, 100 N. Midwest Boulevard, Midwest City, Oklahoma, until 2:00 p.m., on **July 30, 2024**, for:

### Public Works General and Emergency Services

Any bids received more than ninety-six (96) hours, excluding Saturdays, Sundays, and holidays, before the time set for opening of bids, as well as bids received after 2:00 p.m. on the above date will be returned unopened. Bids shall be made in accordance with the bid documents, all of which are on file and available for public examination in the office of the City Clerk/Secretary in the Midwest City Municipal Complex. Complete sets of bid documents may be online via the city website: <https://www.midwestcityok.org/rfps>.

Bids filed with the City Clerk/Secretary shall be opened publicly and read aloud in the City Council Chambers at the time stated above or later. All bids shall be considered by the Mayor and Council of the City and the Chairman and Trustees of the Municipal Authority prior to the contract being awarded. The City shall consider award of the bid at or after 6:00 pm on **August 27, 2024**, to the lowest and best bidder meeting specifications. The City may lay the same over to a subsequent meeting for comparison and computation.

**The bidder shall use the City bid documents only** and all forms must be signed and notarized/attested. The bidder shall file his/her bid in a sealed envelope. Each envelope shall bear a legible notation thereon that it is a bid upon the item proposed. The bid shall be filed with the City Clerk/Secretary in the City Clerk's office. All bids shall be typewritten or in ink.

**The following documents comprise the bid package. Incomplete bid packages will be rejected.**

1. **Bid**
2. **Bid Bond**
3. **Statement of Bidder's Qualifications (SBQ)**
4. **Business Relationships Affidavit (BRA)**
5. **Bid Affidavit (BA)**
6. **Noncollusion Affidavit (NA)**
7. **Addendum Acknowledgement(s)**
8. **Contractor Certification**

The specifications are complete as written. No oral representations made by any agent or employee of the City or its affiliate agencies shall be of any force or effect unless reduced to writing and submitted to all prospective bidders at least 24 hours in advance of the bid opening.

Any protest of the award of this proposed contract shall be in writing, shall specify the grounds for the protest in specific terms and shall be received by the City Council within three (3) business days after the award of the contract by the governing body. The governing body reserves the right to review all bids and make the award to the lowest and best bidder. All other provisions of the specifications shall also apply.

Additional information may be obtained from the City of Midwest City, Public Works Department, **Carrie Evenson, Assistant Public Works Director, Public Works Department, 8730 SE 15<sup>th</sup>, Midwest City, Oklahoma 73110, (405) 739-1062, [cevenson@midwestcityok.org](mailto:cevenson@midwestcityok.org)**.

The City reserves the right to reject any or all bids.

  
\_\_\_\_\_  
Sara Hancock, City Clerk/Secretary  
City of Midwest City/Midwest City Municipal Authority

## GENERAL INFORMATION FOR BIDDERS

The City of Midwest City and the Midwest City Municipal Authority (jointly referred to as “City”) requires the execution and submittal of specific bid documents with each bid for a city, authority or grants project, and mandatory attendance at the prebid meeting. The following sections briefly outline the City’s project bidding practices and procedures.

### **BID SPECIFICS**

This bid package is for Public Works General and Emergency Services.

The initial term of any contract resulting from this bid shall be for one year. The parties shall have the option to extend the contract for up to five (5) additional one-year periods.

### **BID PACKAGES**

Bid packages containing the required bidding documents are available for purchase at the mandatory prebid meeting. Each required bid document must be typewritten, submitted with the bid and must be signed in ink by the person with the authority to so execute the document and must be properly attested to or witnessed. The documents required vary with the type and nature of the work and the required bid documents are always listed on the Advertisement for Bids provided at the beginning of every specification book. The bid documents required for most projects are as follows:

- a. Bid bond **or** cashier’s check in the amount of five (5) percent of the total bid
- b. Bid
- c. Statement of Bidder’s Qualifications
- d. Business Relationships Affidavit
- e. Bid Affidavit
- f. Noncollusion Affidavit
- g. Addendum Acknowledgment(s)
- h. Contractor Certification
- i. References of the bidder

The following is a brief synopsis of the bid documents and is provided to assist you in completing the required forms.

- a. Bid Bond.

A Midwest City standard bid bond form **or** surety bid bond form **or** cashier’s check in the amount of five (5) percent of the **total bid** is the required bid security in accordance with the provisions of the Public Competitive Bidding Act of 1974, as amended (61 Okla. Stat. 1991, § 107). A copy of the City standard bid bond form is provided as a part of the bid package at the prebid meeting and the form may be used in lieu of a bid bond provided by a surety company. The total bid amount that the bond or cashier’s check is written for is the largest combination of the base bid plus the alternate bids.

The bid security is a pledge that the bidder will enter into a contract with the City on the terms stated in the bid and will furnish bonds covering the faithful performance of the

contract and payment of all obligations. Should the bidder refuse to enter into such contract or fail to furnish the required bonds, insurance certificates and other required documents, the bid security shall be forfeited to the City as liquidated damages.

The City bid bond form requires execution by a corporate officer representing the company submitting the bid and the bonding company. The surety company executing the bid bond must be authorized to transact business in the state of Oklahoma.

The City has the right to and does retain the bid securities of all bidders until either (a) the contract, bonds, and other required documents have been executed or submitted by the successful bidder or (b) the specified time to award bids has elapsed so that bids may be withdrawn in accordance with State law or (c) all bids have been rejected or (d) a bidder has been determined to be the successful bidder.

b. Bid

The bid is a complete and properly signed proposal, to do the work for the sums specified, submitted in accordance with the bid package documents and the contract documents. The "base bid" is the sum stated in the bid for which the bidder offers to perform the work described in the bid package documents as the base to which work may be added or from which work may be deleted for the sums stated in the alternate bid(s).

An "alternate bid (or alternate)" is an amount stated in the bid to be added to or deducted from the amount of the base bid if the corresponding change in the work, as described in the bid package documents, is accepted.

A "unit price" is an amount stated in the bid as a price per unit of measurement for materials, equipment or services, or a portion of the work as described in the bidding documents.

Bids must be submitted on the bid forms provided in the bid package at the prebid meeting or on photocopies of those forms. Bid forms are unique to each project and therefore forms other than those provided cannot and will not be accepted.

All blanks for unit prices with extensions must be completed and the bid must be totaled. The bid form must be executed by a corporate officer representing the company submitting the bid and the form must be attested to by another corporate representative or otherwise duly notarized. All blanks on the bid form must be filled in by typewriter or legibly printed in ink. Where indicated on the bid form, amounts shall be expressed in both words and figures and, in case of any discrepancy between the two, the amount written in words shall govern.

Unless otherwise provided for when unit prices are bid, partial payments and final claims will be based on actual quantities used. Any substantial change(s) in quantities required to complete the work requires a contract amendment which will be based on the unit prices bid.

Erasures and/or corrections must be initialed by the signer of the bid. A bid with erasures and/or corrections that are not initialed shall be considered to be invalid and incomplete.

c. Statement of Bidder's Qualifications

The statement of bidder's qualifications is a standard form that provides the City with background information on the bidder. It is used solely as a matter of information to evaluate a prospective bidder's capacity to execute the contract requirements and to check references. Midwest City does not have a pre-qualification requirement or a contractor licensing requirement; therefore this document is required.

The statement of bidder's qualifications form requires execution by a corporate officer representing the company submitting the bid and must be duly notarized.

- d. Business Relationships Affidavit.
- e. Bid Affidavit.
- f. Noncollusion Affidavit.

The affidavit forms require execution by a corporate officer representing the company submitting the bid and must be duly notarized.

g. Addendum Acknowledgment(s)

Addenda are written or graphic instruments issued prior to the bid date which modify or interpret the bidding documents by additions, deletions, clarifications, or corrections.

The bidding documents represent all the information the City will provide. Interpretations and corrections of and/or changes to the bidding documents will be made only by addendum. Interpretations and/or changes made in any other manner will not be binding upon the city and bidders shall not rely upon them.

Addenda will be posted to the City website.

h. Contractor Certification

The contractor certification is a standard form that states that the bidder's employees working on the project are in this country legally. State law requires all government agencies to certify that all construction workers hold the necessary legal documents to be in the United States.

The contractor certification form requires execution by a corporate officer representing the company submitting the bid.

## **ACCEPTANCE OF BID AND AWARD OF CONTRACT**

It is the intent of the City to award a contract to the lowest and best bidder meeting specifications provided that the bid submitted is in accordance with the requirements of the bidding documents and does not exceed the engineer's estimate or the funds available. The City has the right to waive immaterial defects or irregularities in bids received and to accept the bid which, in the City's judgment, is in its own best interest.

The City has the right to accept alternates in any order or combination, unless otherwise specifically provided in the bidding documents, and to determine the lowest and best bidder on the basis of the sum of the base bid and any alternates accepted.

The City reserves the right to offer the contract to the bidder deemed to be the next lowest and best bidder should the original bidder who is awarded the contract fail to execute and provide the contract and bonds or fail to provide the required certificates of insurance and/or any other required documents.

## **BONDS AND INSURANCE REQUIREMENTS**

As required by law, the bidder must furnish and execute in triplicate the required bonds in favor of the City. The bonds must be submitted on the standard bond forms provided in the bidding documents or on surety bond forms. The required bonds are:

a. Performance Bond

The performance bond guarantees the contractor's full and faithful execution of the work and performance of the contract, and protection of the City and all property owners against any damage by reason of acts or omissions of the contractor or the improper execution of the work or the use of inferior materials.

b. Statutory Bond

The statutory bond guarantees that the contractor will make payment for all labor, materials and equipment used in the project.

c. Maintenance Bond

The maintenance bond guarantees the maintenance in good condition of the workmanship and materials for a specified period after the completion and acceptance of the project by the City. The maintenance period is specified in the contract documents. The bond for the maintenance period is in an amount equal to one hundred percent (100%) of the contract amount.

The typical maintenance periods for the City projects are as follows:

1 Year Street resurfacing and rehabilitation projects, water and sanitary sewer projects, traffic control projects, etc.

2 Years All buildings and park projects, all drainage improvement projects, except those portions of drainage improvement that are placed under streets which shall be bonded for five (5) years.

5 Years All street and bridge projects including water, sanitary sewer and drainage improvements installed directly in conjunction with those projects.

# **Bid and Specifications**

## **Public Works General and Emergency Services**

The City of Midwest City and Midwest City Municipal Authority, jointly referred to as “City”, are currently soliciting bids from interested parties for the contracting of public works projects including, but not limited to, various professional services such as surveying, planning, budgeting, implementation and completion of such projects as municipal street repairs and improvements, park improvements, drainage improvements, sidewalk replacement, excavation, snow, ice, trash and debris removal, right of way maintenance and mowing, emergency services and any special projects as deemed necessary by the City. Bidders must also quote various equipment rental costs as necessary for use by various City departments.

### **Eligibility of Bidders**

Bidders shall be currently pre-qualified contractors with the Oklahoma Department of Transportation and shall be in good standing with the City and FEMA. Bidders must include in their bid packets a statement of bidder's qualifications describing their company's capabilities, their qualifications to perform this type of work, and a list of at least three references for which they have performed this type of work. The City will evaluate all bids received and reserves the right to waive any informalities or irregularities and select the bid that best suits the needs of the City.

### **Insurance Requirements**

Bidders must meet insurance requirements of not less than the following limits:

General Liability	\$5,000,000.00
Auto Liability	\$1,000,000.00
Excess Liability	\$1,000,000.00
Workers Compensation	Statutory amounts

The City must be named as additional insured on all policies.

### **Description of Work**

The work will consist of assistance in planning, budgeting, the implementation and completion of municipal projects including but not limited to street repairs, asphalt paving, concrete paving, park improvements, drainage improvements, sidewalk replacement, excavation, snow, ice and debris removal, right of way maintenance, emergency response calls, emergency projects and special projects as deemed necessary by the City. The contractor will be required to provide cost estimates on specific projects and cooperate with the City in meeting these estimates. The City reserves the right to use other contractors, or its own forces, to perform portions of this work and will utilize the contractor's services solely at the discretion of the



City. The City does not guarantee any specific amount of work.

### **Contract Term**

The term of the contract shall be five (5) years and shall commence with the signing of the contract. The contract will be reviewed annually and approved by the City for continuance if such action is in the best interests of the City. The contract may be renewed by the City and the successful bidder for additional one (1) year terms upon the same terms and conditions set forth in the bid documents, up to a maximum of five (5) annual extensions. The renewal agreement is to be completed 60 days before the contract expires. A default shall occur on the part of the successful bidder if, during the term of the contract, any proceeding is instituted by or against the successful bidder seeking to adjudicate a bankruptcy, declaring insolvency or seeking liquidation, or if the successful bidder shall admit its inability or fails to pay its debts generally or at any time should fail, refuse or neglect to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payments to any subcontractors of the contractor for materials or labor, or disregard laws, ordinances or the instructions of the City, or otherwise be guilty of a substantial violation of any provision of the contract which the successful bidder shall have failed to sufficiently address, or promptly correct after service of 24 hours of written notice thereof by the City. The City in the case of such default may immediately, without prejudice to any other right or remedy, terminate the contract for default and take possession of the work and of all materials, and finish the work by whatever method the City may deem expedient. In such case, the successful bidder shall not be entitled to receive any further payment. The City or the successful bidder may also terminate the contract for breach or convenience with 90 days written notice to the other party.

### **Labor Requirements**

The successful bidder shall submit a list and resumes for the project team to include the proposed project manager and its key employees. If the successful bidder has a licensed engineer or surveyor on staff or a contractual agreement for services with an engineering or surveying firm, those qualifications and hourly costs shall be included in the bid as well. The project superintendent shall have a minimum of 10 years of verifiable experience in heavy road construction or municipal public works. He or she shall have passed a course in highway safety and traffic control and speak English fluently. The equipment operators shall have a minimum of five years of verifiable experience in heavy road construction or municipal public works and speak English fluently. It is the City's expectation that the contractor provides a drug-free and safe workplace. The contractor shall supply the city with copies of its firm's safety manual and personnel policies and procedures manual.

## Labor Rates

Description	Rate
<b>1. Staff Engineer (hourly)</b>	\$
Licensed civil engineer in the state of Oklahoma. If the successful bidder is using the services of an engineering firm, provide the name:	
<b>2. Senior Project Manager (hourly)</b>	\$
Works with city staff and engineers to plan and budget projects. This person will attend regular meetings with city staff and address the city council at meetings as necessary.	
<b>3. Project Superintendent (hourly)</b>	\$
Project supervision on site. Liaison with city. Operates equipment as needed.	
<b>4. Equipment Operator (hourly)</b>	\$
Dozer, loader, grader (specialized fine grade type operators, CDL drivers)	
<b>5. Laborer (hourly)</b>	\$
Supplied with work crew (manual labor, pick up trash, cutting weeds, shovel work, traffic control, etc.)	
<b>6. Concrete Finishers (hourly)</b>	\$
Concrete laborers trained in concrete placement and form work as needed for misc. projects.	
<b>7. Licensed Surveyor and Field Crew (hourly)</b>	\$

Description	Rate
<b>8. Concrete Paving Repairs</b>	
<p><b>Concrete:</b> ODOT approved 3500 lb ready mix concrete</p> <p>Concrete paving repair bids shall include the cost of the concrete, dowel bars at all joints and installation of dowel bars into existing paving when replacing failed concrete street panels. This work shall be accomplished by a crew that will be paid on a measured quantity, unit cost basis. (Sawing and sealing of new panels must also be included in the bid price.)</p> <p>(Please also review the City's standard specifications.)</p> <p><u>This work will consist of providing all of the labor and materials required to perform repairs to and paving of roads, alleys, etc. as requested by the City. The successful bidder must take into account that the paving of many streets will have to be coordinated to allow public access to businesses and homes. This cost shall include all incidental items and labor necessary to install the pavement. The successful bidder will be required (upon request of the City) to provide samples of the concrete for strength testing and cut cores for assurance testing by an independent lab employed by the City. The successful bidder shall be responsible for replacing any areas that fail the tests.</u></p>	
<b>Unit Costs for Concrete Paving</b>	
100 to 200 SY 6" depth	\$
100 to 200 SY 8" depth	\$
100 to 200 SY 10" depth	\$
201 to 500 SY 6" depth	\$
201 to 500 SY 8" depth	\$
201 to 500 SY 10" depth	\$
501 to 1000 SY 6" depth	\$
501 to 1000 SY 8" depth	\$
501 to 1000 SY 10" depth	\$
Integral curb per lineal foot	\$
Curb & Gutter < 100 lineal feet in one direction (6" curb, 24" gutter)	\$
Curb & Gutter ≥ 100 lineal feet in one direction (6" curb, 24" gutter)	\$
Sidewalks, 4" thickness, < 100 SY per location	\$
Sidewalks, 4" thickness, ≥ 100 SY per location	\$
Additional cost per cubic yard for High Early concrete	\$

Description	Rate
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**9. Asphalt Paving Repairs**

Large repairs will be performed by a secondary crew provided by the successful bidder. The larger asphalt repairs and any necessary asphalt paving shall be performed in a workman like manner as prescribed by current ODOT specifications with materials specified below. The machinery shall be in good repair and conform to the following:

**Asphalt Paver:** Minimum weight 34,000 lbs, paving width 10 to 20 feet width, with automatic grade and slope controls.

**Asphalt Roller:** Minimum of two rollers, each with a weight of 30,000 lbs double drum and vibratory type

**Pneumatic Roller:** Minimum weight of 18,000 lbs. 9 tires for asphalt finishing.

This work will consist of providing all labor and materials required to perform repairs to and paving of roads, alleys, etc. as requested by the City. The successful bidder must take into account that the paving of many streets will have to be coordinated to allow public access to businesses and homes. The asphalt paving will be paid for on a unit cost per ton in place. This cost shall include all incidental items and labor necessary to install the pavement. The successful bidder will be required (upon request from the City) to cut cores for assurance testing of thickness, composition, and density by an independent lab employed by the City. The successful bidder shall be responsible for replacing any areas that fail the tests.

<b>Unit Costs for Asphalt Paving</b>	
Labor and Equipment only for installation of asphalt pavements.	Per Ton in Place
100 tons per day minimum	\$
101 to 200 tons per day	\$
201 to 400 tons per day	\$
401 to 700 tons per day	\$
701 tons and greater per day	\$
Trackless Tack Coat (cost per gallon in place)	\$
Freight for Asphalt Delivery with City (14 ton minimum load shall apply)	\$

The successful bidder may but is not required to submit below a quote for the manufacture and delivery of asphalt materials. The City reserves the right to use materials that best fits the needs and time constraints of the City. The City may take alternate bids for the asphalt materials or purchase them off state or county bids.

The successful bidder shall submit a mix design prior to its use and all mixes shall have less than 25% RAP and PG 64-22 oil.

All asphalt products must conform to or exceed current City specifications and is subject to the latest ODOT specifications including section 411 and 708 and special provision: 109.12. The approved materials shall conform to the following:

<b>Unit Costs for Asphalt Paving</b>	<b>Per Ton in Place</b>
Asphalt (Type S-3)	\$
Asphalt (Type S-4)	\$
Asphalt (Type S-5)	\$
Freight for Asphalt Delivery with City (14 ton min. load shall apply)	\$

### **Additional Services**

There may be additional items or services that are necessary or incidental to complete projects that the successful bidder has underway for the City. The successful bidder shall use its best efforts to obtain the best quality materials at the best price available that fit the budget requirements set forth by the City. The successful bidder must obtain prior authorization before purchasing any additional materials or services not named in these bid items. The successful bidder must provide documentation of the quotes for and the final costs of these materials, services or supplies for payment by the City. These costs shall be billed at their actual cost to the City with no more than eight percent (8%) markup to cover the successful bidder's handling costs. The City may also elect to furnish materials from other bidders or sources such as county or state contracts.

### **Rate Schedule Adjustments**

The contract rates may be adjusted once per year on the contract anniversary date at which time the successful bidder and the City may negotiate rate adjustments to compensate for cost increases in materials, fuel, insurance, etc. These adjustments must be documented to the full satisfaction of the City. Labor rate adjustments or cost of living increases for labor may not exceed the U.S. Labor Department's U. S. City Average Southwest Region C.P.I. for the immediately preceding calendar year. If the successful bidder and the City cannot agree on the adjusted amounts, the successful bidder or the City may elect to terminate the contract. If the parties elect to terminate the contract, the successful bidder shall be bound to complete any projects currently under construction or for a term of no longer than 90 days at the discretion of the City at the current contract rates.

## Hourly Rental Equipment

The successful bidder agrees to provide construction equipment at the following rates when operated by the successful bidder's employees or the City's employees. The cost of the equipment shall include delivery with a full load of fuel and all necessary accessories. The City will fuel equipment while being utilized by the City and returned with a full load of fuel. The equipment specified below will be delivered to a project site specified by the City within the City's city limits with fuel provided and all necessary attachments. All equipment will be late model, equipped with all necessary OSHA prescribed safety equipment, be neat in appearance and be in good operating condition. Do not include labor costs in the following items. (An eight-hour minimum will apply for the first 24-hour day and actual usage will apply after the first eight hours.)

Description	Hourly Rate
1. Road Grader*	
200 HP equipped with a 14 ft blade and a ripper attachment	
2. Front End Loader*	\$
3 cubic yard with rubber tires	
3. Soil Compactor*	\$
Self-propelled, vibratory pad foot, 84" drum width	
4. Water Truck*	\$
3000-gallon tandem axle with pressure spray system	
5. Dump Truck*	\$
12-14 cubic yard, tandem axle	
6. Demolition Truck and Trailer	\$
40 cubic yard	
7. Demolition Truck and Trailer	\$
70 cubic yard	
8. Self-Loading Knuckle Boom Trucks	\$
45 cubic yard minimum	
9. Trailer Mounted Wood Chipper	\$

Description	Hourly Rate
Chips up to 8" diameter limbs	
10. Semi-Trailer End Dump*	\$
25 cubic yard	
11. Track Mounted Backhoe*	\$
Weight class 90,000 lbs	
12. Scrapers (elevating or pan)	\$
13. Skid Steer Loader*	\$
Bobcat 853 or equal with bucket, broom, and milling attachment	
14. Road Reclaimer*	\$
Bomag MPH 362R or equal	
15. CMI RS 500 Reclaimer or equal	\$
16. Backhoe/Mini Trackhoe*	\$
Case 580K or equal	
17. Street Sweeper	\$
Truck mounted vacuum type with gutter brooms and water system for dust control	
18. Bulldozer	\$
Cat D-7 or equal	
19. Bulldozer*	\$
Cat D-6 or equal	
20. Bulldozer*	\$
Cat D-3 or equal	

Description	Hourly Rate
21. Grade-all or Excavator with Rubber Tracks or Tires	\$
For cleaning ditches	
22. Track Mounted Tree Spade	\$
60" spade	
23. Milling Machine*	\$
Minimum profiling width 7 ft, self-loading. If quoting larger machine, specify type:	
24. Tractor Loader/Box Blade*	\$
Case 580 LL or equal	
25. Salt & Sand Distribution Truck with Plow	\$
15 ton capacity (minimum of two (2) required)	
26. Tractor Mower Bat-wing Configuration	\$
Minimum of 90 HP	
27. Bucket Truck	\$
50 ft boom	
28. Air Curtain Burner	\$
29. Tub Grinder	\$
Minimum of 750 HP	
30. Extra Crew Trucks as Needed (per day)*	\$
Must include ¾ ton pickup inclusive of all costs	



**Other Commonly Used Materials Delivered within the City**

Description	Rate
<b>1. Standard Ready-Mixed Concrete</b>	
per cubic yard	
<b>2. High Early Strength Concrete</b>	
per cubic yard	
<b>3. Flowable Backfill</b>	
per cubic yard	
<b>4. Aggregate Base Rock</b>	\$
per ton, for base repairs, 1 ½ crusher run material	
<b>5. Recycled Concrete Base Rock</b>	\$
per ton	
<b>6. Rip Rap Stone</b>	\$
per ton	
<b>7. Cement Kiln Dust</b>	\$
per ton, for soil stabilization	
<b>8. Sand for Ice Control</b>	\$
per ton, delivered to the City’s Public Works Yard, 8730 SE 15 <sup>th</sup> St	
<b>9. Bond Rates per Thousand Dollars</b>	\$
For Performance, Payment, and Maintenance Bonds, if required	

## **Emergency Services**

When authorized by the City, the successful bidder shall provide all labor and equipment including, but not limited to, fuel, tools, and manpower, to assist the City in cases of flood, wildfire, storms, accidents, natural disasters or any occurrence deemed to require expeditious or emergency action by the City. The successful bidder shall respond within two (2) hours of notification by the City and shall be paid for this work at the hourly rates specified above. If the successful bidder must procure specialized or emergency equipment, or supplies on the City's behalf, the successful bidder shall be allowed up to a ten percent (10%) markup on the actual costs with acceptable documentation being provided to the city.

## **Trash and Debris Removal**

Trash and debris removal consists of labor, equipment, landfill costs and transportation necessary to remove trash and debris from public property and rights of way after disasters. This may consist of trash or debris from ice storms, wind storms, tornadoes, floods, traffic accidents, and other manmade or natural events.

**This bid must include the following items in the cost:**

### **Day-to-day management of the debris removal process:**

- Provide a debris pick-up plan with zone maps and estimates of debris in each zone.
- Provide a pre-cleanup video of the subject area including the surface condition of the streets.
- Provide for a system of fleet management for debris crews and trucks including signage that clearly identifies each crew and truck working in the City.
- Full-time project manager that will be in the field daily that works closely with the City.
- On larger cleanups, provide two full-time inspectors to monitor progress and quality.
- Daily progress meetings with City staff and crew members.
- Daily safety meetings and safety inspections.
- Provide all subcontracted companies with FEMA, DEQ, or OEM regulations as required and ensure that they follow those regulations for the maximum possible compliance for the maximum possible reimbursement.
- Attend meetings with FEMA, ODEQ, OEM and other agencies as necessary.
- Provide a performance bond for the protection of the City against claims.
- Provide a running daily total in spreadsheet form including, but not limited to, documentation such as weight tickets, pictures, landfill tickets, truck reports, etc.
- Explore any available options for recycling debris, including any possible cost savings that can be passed along to the City.
- The cost of all landfill fees or tipping fees associated with the cleanup of C&D debris (ODEQ-approved landfill properly rated for the waste stream).
- Provide a video detailing the areas after the final pass of the cleanup.

### **Debris Cleanup for Construction & Demolition Debris from an Event:**

- Debris site walk through to remove any hazards as they relate to the cleanup. This would consist of picking up various items such as propane bottles, auto batteries, gasoline cans, large bags of fertilizer, or multiple bags in one location, bags or drums of chlorine, large or multiple bottles of pesticides in one location, bottles of various compressed gas such as oxygen, acetylene, Freon, etc. These items will be stored in a secure area provided by the City. The successful bidder shall be responsible for handling and disposing of all household hazardous materials. This disposal shall be by a licensed company, and the successful bidder shall provide documentation of proper disposal.
- The successful bidder shall provide suitable means for the disposal and/or recycling of e-waste and household appliances known as "White Goods."
- The successful bidder shall employ a Freon recovery company to remove the Freon from all white goods disposed of and also from any conditioning systems that are still charged prior to condemnation or demolition. The Freon must be legally disposed of or recycled.
- The successful bidder shall provide a debris inspection area on City property at which the City employees can inspect and document the loads of debris. This area shall be equipped to include all equipment necessary to document the loading and unloading process. In the case of larger events, this would include anything that is needed to enforce regulations necessary to comply with any federal or state reimbursement requirements such as an office trailer, truck scales, video equipment, man lifts, etc.
- Provide labor, equipment and trucking necessary to remove debris from public property and rights of way and any other area as directed by the City to an approved disposal site.
- Provide for the removal and storage of abandoned cars.
- Provide a plan for the protection of City assets such as city streets, signs, water services and utility services.
- Provide signage such as: informational signs, warning signs, traffic signs and safety fencing as needed in conjunction with the cleanup.
- Provide unit prices for the trimming or removal of storm damaged trees that are classified by the City or FEMA as dangerous in city parks and on city rights of way.
- Labor and equipment to load and remove debris from public rights of way within the City.

### **Vegetative Cleanup:**

- Provide labor, equipment and transportation necessary to remove tree limbs and related debris from public property and rights of way, and any other areas as directed by the City to a recycle site to be established by the City and to be within 2 miles of the Midwest City city limits.
- The successful bidder shall provide a debris inspection area on City property at which City employees can inspect and document the loads of debris. This area shall be equipped to

include all equipment necessary to document the loading and unloading process. In the case of larger events, items such as: office trailer, truck scales, video equipment, man lifts, etc., that are needed to enforce regulations necessary to comply with any federal or state reimbursement requirements shall also be provided.

- Provide a plan for the protection of City assets such as City streets, signs, water services and utility services.
- Provide signage such as informational signs, warning signs, traffic signs and safety fencing as needed in conjunction with the work
- Provide unit prices for the trimming or removal of storm damaged trees that are classified by the City or FEMA as dangerous in city parks and on city rights of way
- Labor and equipment to load and remove specified debris from public rights of way within the City.

**Specialty Items that shall not be included in the Successful Bidder's bid:**

- The disposal of industrial types of hazardous wastes that would not normally be found in a household waste stream is not to be included in this bid. If encountered on public rights of way or in residential areas, these costs shall be authorized and accounted for separately by the City. This disposal shall be done by a licensed company and the successful bidder shall provide documentation of proper disposal to the City.

The unit bid cost shall be inclusive of the items in the debris removal section of this bid. The quoted price shall be expressed as per-cubic-yard and by-the-ton cost. The prices must reflect the difference in wind and ice storms and storms that produce vegetative debris or events that produce C & D type waste streams. The City and contractor shall agree on which unit of payment best fits a given situation. The City also reserves the right to request that the successful bidder provide a lump sum price for the entire debris event based on the concurrence of all parties on the estimated amounts of debris by the successful bidder and the City. **For the purposes of bonding, the successful bidder shall give a written estimate based on the unit of payment method chosen below and based on the concurrence of the estimated amounts of debris by the successful bidder and the City for the entire debris event.**

Description	Rate
<b>1. Vegetative Debris Removal</b>	\$
per cubic yard, excluding tipping fees	
<b>2. Vegetative Debris Removal</b>	\$
per cubic yard, including tipping fees	
<b>3. Vegetative Debris Removal</b>	\$
per ton, excluding tipping fees	
<b>4. Vegetative Debris Removal</b>	\$
per ton, including tipping fees	
<b>5. Trimming Hazardous Trees and Limbs</b>	\$
per tree with debris placed on right-of-way for collection	
<b>6. Tree Removal</b>	\$
0" - 24" DBH per tree	
<b>7. Tree Removal</b>	\$
24" - 48" DBH per tree	
<b>8. Tree Removal</b>	\$
>48" DBH per tree	
<b>9. C&amp;D Storm Debris Removal</b>	\$
per cubic yard, including tipping fees	
<b>10. C&amp;D Storm Debris Removal</b>	\$
per ton, including tipping fees	

**Non-emergency Curbside Debris Clean-up**

Non-emergency trash and debris removal consists of labor, equipment, land fill costs and transportation necessary to remove city-wide trash and discarded household items from public property and rights of way with a minimum of thirty (30) day notice.

The quoted price shall be expressed as per-cubic-yard and by-the-ton cost. The prices must reflect the difference in vegetative debris, C & D debris or bulky household type waste. The City and contractor shall agree on which unit of payment best fits the situation.

Description	Hourly Rate
<b>1. Vegetative Debris Removal</b>	\$
per cubic yard, excluding tipping fees	
<b>2. Vegetative Debris Removal</b>	\$
per cubic yard, including tipping fees	
<b>3. Vegetative Debris Removal</b>	\$
per ton, excluding tipping fees	
<b>4. Vegetative Debris Removal</b>	\$
per ton, including tipping fees	
<b>5. C&amp;D Debris and Bulk Waste Removal</b>	\$
per cubic yard, including tipping fees	
<b>6. C&amp;D Debris and Bulk Waste Removal</b>	\$
per ton, including tipping fees	

BID BOND

KNOW ALL PEOPLE BY THESE PRESENTS, that we, the undersigned,  
\_\_\_\_\_, as Principal, and  
\_\_\_\_\_, as Surety, are hereby held and firmly  
bound unto the City of Midwest City in the penal sum of  
\_\_\_\_\_ \* \_\_\_\_\_ for the payment of  
which, well and truly to be made, we hereby jointly and severally bind ourselves, our 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 Midwest City a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the:

**Public Works General and Emergency Services**

NOW, THEREFORE,

- (a) If said Bid shall be rejected or, in the alternate,
- (b) If said Bid shall be accepted and the Principal shall therewith and deliver a contract in the form of contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his 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 contract created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect. It is 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 the Surety and its bond shall be in no way impaired or affected by any extension of the time within which the City may accept such bid; and the Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunder 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 (L.S.)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_



STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered. All responses must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate sheets. The Bidder may submit any additional information.

1. Name of Bidder: \_\_\_\_\_
2. Permanent main office address: \_\_\_\_\_
3. When organized: \_\_\_\_\_
4. If a corporation, where incorporated: \_\_\_\_\_
5. How many years have you been engaged in the contracting business under your present firm or trade name:  
\_\_\_\_\_
6. Contracts on hand (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion): \_\_\_\_\_
7. General character of work performed by your company: \_\_\_\_\_
8. Have you ever failed to complete any work awarded to you? \_\_\_\_\_
9. Have you ever defaulted on a contract? \_\_\_\_\_
10. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
11. List your major equipment available for this contract: \_\_\_\_\_  
\_\_\_\_\_
12. Experience in construction work similar in scope to this project: \_\_\_\_\_  
\_\_\_\_\_
13. Background and experience of the principal members of your organization, including officers:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
14. Credit available: \$ \_\_\_\_\_

- 15. Give bank reference: \_\_\_\_\_
- 16. Will you, upon request by the City, provide a detailed financial statement and furnish other information that may be requested within ten (10) working days from the date of the request ?
- 17. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )ss  
 COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn, states that

he/she is the \_\_\_\_\_ of \_\_\_\_\_  
 (Title) (Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

\_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**PROFESSIONAL SERVICES AGREEMENT**  
**between**

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**And**  
**THE CITY OF MIDWEST CITY and**  
**MIDWEST CITY MUNICIPAL AUTHORITY**

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**THIS PROFESSIONAL SERVICES AGREEMENT** (hereinafter referred to as “**Agreement**”) is entered into by and among the City of Midwest City, a municipal corporation, and the **Midwest City Municipal Authority**, a public trust created pursuant to Oklahoma State Law for the benefit of Midwest City (hereinafter referred to as “**City**”), and \_\_\_\_\_, a limited liability company, (hereinafter referred to as “**Service Provider**”) (**City**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

**WITNESSETH:**

**WHEREAS**, **City** is in need of the following professional services as outlined in Attachment A; and

**WHEREAS**, **Service Provider** is in the business of providing professional services that is needed by the **City**; and

**WHEREAS**, the **City** and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **City** the requested professional services; and

**WHEREAS**, **City** hereby retains **Service Provider** to provide professional services as an independent contractor; and

**WHEREAS**, **SERVICES PROVIDER** agrees to provide the **City** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **City** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in this Agreement.

**NOW, THEREFORE**, for and in consideration of the above premises and mutual covenants as set forth herein, the **City**, and **Service Provider** hereby agree as follows:

**1. SERVICES, PRODUCTS, SOLUTIONS AND DELIVERABLES TO BE PROVIDED**

Subject to the terms and conditions of this Agreement, the **City** retains the **Service Provider** as an independent contractor, to provide the **City** all services, in accordance with the

**PROFESSIONAL SERVICES AGREEMENT**  
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standards exercised by experts in the field, necessary to provide the **City** services, products, solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this Agreement. The **City** shall meet with **Service Provider** to identify service needs on a project by project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this Agreement. The **City** may issue a purchase order for the identified services accompanied by **Service Provider’s** written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the **Service Provider** will issue an invoice to the **City** and, upon approval of the invoice, the **City** will pay the invoice. Upon completion of each Project and provision to the **City** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **City** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This Agreement governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **City**. The Attachments are incorporated into this Agreement by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this Agreement.

b) The text of this Agreement together with the Attachments constitutes the entire Agreement and the only understanding and agreement between the **City** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This Agreement may only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this Agreement.

c) If there is a conflict in language, terms, conditions, or provisions, in this Agreement between the text of this document, and any language, term, condition, or

**PROFESSIONAL SERVICES AGREEMENT**  
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provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” (“Scope of Services”)
- Attachment “B” (“Schedule of Fees / Rate Card”),
- Attachment “C” (“**Service Provider’s Team**”),
- Attachment “D” (“Insurance”).

**2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES**

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “**Service Provider’s Project Team**”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in **Attachment “A” (“Scope of Services”)** or the Project.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **City’s** goals and purposes. **Service Provider** will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the **City**, is adequately trained, instructed, and managed so that **Service Provider** timely provides each Project task and satisfies the **Service Provider’s** obligations under this Agreement. The **Service Provider** may not change the **Service Provider’s Team**, for the services to be provided as set forth on **Attachment “C”** without the prior written consent of the **City**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto,

**PROFESSIONAL SERVICES AGREEMENT**  
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pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **City**.

**3. CONSIDERATION**

A. The **City** shall pay the **Service Provider** the compensation after completion of Projects or Deliverables as specified in **Attachment “B” (“Schedule of Fees / Rate Card”)**.

B. The **City** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider** and the **Service Provider’s Team**.

**4. INDEPENDENT CONTRACTOR STATUS**

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **City** in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **City** shall not withhold any social security tax, workmen’s compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider’s Team**, assigned to work on the Project for the **City** are

**PROFESSIONAL SERVICES AGREEMENT**  
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not employees of the **City**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **City**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Team**, assigned to work on the Project for the **City** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **City** or its employees.

**5. TERM, TERMINATION AND STOP WORK**

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. The **Agreement** will be reviewed annually and approved by the **City** for continuance if such action is in the best interests of the **City**. The contract may be renewed by the **City** and **Service Provider** for additional one (1) year terms upon the same terms and conditions set forth in the bid documents, up to a maximum of five (5) annual extensions.

B. The **City** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **City**.

1. Upon receipt of a notice of termination for the *convenience* from the **City**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **City** all licenses, work, products, deliverables, solutions, communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **City**, the **City** shall pay **Service Provider** for completed Projects and

**PROFESSIONAL SERVICES AGREEMENT**  
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Deliverables up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **City**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **City** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **City** by reason of **Service Provider’s** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **City** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **City** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

C. Upon notice to **Service Provider**, the **City** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **City** issues a stop work order to **Service Provider**, the **City** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued



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from the **City**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **City** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **City**, without cause and without cost to the **City**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

**D. Obligation upon Termination for *Convenience*.**

1. In the event this **Agreement** is terminated for convenience hereunder, the **City** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **City** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **City**.

2. Upon termination for *convenience* of the Project and the providing to the **City** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **City** shall own all rights and license for the Deliverables and other work products related to that Project.

**6. WARRANTIES**

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the

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Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **City's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **City**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **City** shall be entitled to recover, should the **City** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **City**. Should the **Service Provider** fail to reimburse the **City** within thirty (30) calendar days of demand, the **City** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

## **7. INSURANCE**

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 general aggregate* protecting the **City** from claims for bodily injury (*including death*) and or property

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damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **City** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **City** within five (5) days of the execution of this **Agreement**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **City** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **City** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph

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establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **City** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

**8. INDEMNIFICATION**

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **City** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **City** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **City**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **City** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

**9. CONFIDENTIALITY**

**Service Provider** acknowledges that in the course of training and providing other services to the **City**, the **City** may provide **Service Provider** with access to valuable information of a

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confidential and proprietary nature including but not limited to information relating to the **City's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **City**, shall disclose to any person, other than to the **City**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

**10. NOTICES**

A. Notices and other communications to the **City** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk  
100 N. Midwest Boulevard  
Midwest City, OK 73110

Midwest City Municipal Authority, Secretary  
100 N. Midwest Boulevard  
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROFESSIONAL SERVICES AGREEMENT**  
**between**

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**And**  
**THE CITY OF MIDWEST CITY and**  
**MIDWEST CITY MUNICIPAL AUTHORITY**

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B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

**11. ABIDES BY LAW**

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **City**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

**12. ASSIGNMENT AND SUBLEASE**

**Service Provider** may not assign or sublease its interest under this **Agreement** without the prior written consent of the **City**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **City**. The **City** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **City**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **City** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

**13. COMPLETE AGREEMENT AND AMENDMENT**

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed

**PROFESSIONAL SERVICES AGREEMENT**  
**between**

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**And**  
**THE CITY OF MIDWEST CITY and**  
**MIDWEST CITY MUNICIPAL AUTHORITY**

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by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

**14. TIME OF ESSENCE**

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

**15. MULTIPLE ORIGINALS**

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

**16. ANTI-COLLUSION**

**Service Provider** agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **City** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for special consideration to any officials, trustees, or employees of the **City**, either directly or indirectly, in procuring and execution of this **Agreement**.

**17. BREACH AND DEFAULT**

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in

**PROFESSIONAL SERVICES AGREEMENT**  
**between**

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**And**  
**THE CITY OF MIDWEST CITY and**  
**MIDWEST CITY MUNICIPAL AUTHORITY**

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default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **City** breach this **Agreement**, **Service Provider** may only recover that proportion of the prepaid annual rental for the unexpired term. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

**18. THIRD PARTY BENEFICIARIES**

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **City**, and none of the provisions hereof are intended to benefit any third parties.

**19. VENUE AND CHOICE OF LAW**

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

**20. VALIDITY**

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

**21. NO WAIVER**

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or



**PROFESSIONAL SERVICES AGREEMENT**  
**between**

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**And**  
**THE CITY OF MIDWEST CITY and**  
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waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

**22. NO EXTRA WORK**

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **City** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **City** through a purchase order.

**23. EFFECTIVE DATE**

The Effective Date of this **Lease** is the date approved by the **City** as the last party hereto.

**24. LIMITATION OF LIABILITY**

Notwithstanding anything in the Agreement to the contrary, to the extent allowed under applicable law, neither Party (including its subconsultants, agents, assignees, affiliates and vendors) shall be liable to the other for any special, consequential, indirect, punitive, exemplary or incidental damages of any kind regardless of the cause or action (including negligence of any kind or character including gross negligence). Notwithstanding any provision to the contrary herein, to the extent allowed under applicable law, the **Service Provider's** (including its subconsultants, agents, assignees, affiliates and vendors) total aggregate liability under the Agreement shall be limited to 100% of the fee received by **Service Provider** under the **Attachment “A” (“Scope of Services”)**, or 100% of the fee received by **Service Provider** under an approved purchase order giving rise to the liability, (whichever may be applicable) regardless of the cause or action (including negligence of any kind or character).

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**PROFESSIONAL SERVICES AGREEMENT  
between**

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**And  
THE CITY OF MIDWEST CITY and  
MIDWEST CITY MUNICIPAL AUTHORITY**

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IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this **Agreement** on the dates set forth below.

**Service Provider:** \_\_\_\_\_ (Name of Service Provider)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

***[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]***

**PROFESSIONAL SERVICES AGREEMENT**  
**between**

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**And**  
**THE CITY OF MIDWEST CITY and**  
**MIDWEST CITY MUNICIPAL AUTHORITY**

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**APPROVED** by the Council and **SIGNED** by the Mayor of The City of Midwest City this  
\_\_\_\_\_ day of \_\_\_\_\_, 2024.

**THE CITY OF MIDWEST CITY**

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**MAYOR**

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SARA HANCOCK, CITY CLERK

**REVIEWED** for form and legality.

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DONALD D. MAISCH, CITY ATTORNEY

**PROFESSIONAL SERVICES AGREEMENT**  
**between**

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**And**  
**THE CITY OF MIDWEST CITY and**  
**MIDWEST CITY MUNICIPAL AUTHORITY**

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**APPROVED** by the Council and **SIGNED** by the Chair of the Midwest City Municipal Authority this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**MIDWEST CITY MUNICIPAL AUTHORITY**

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**CHAIR**

---

SARA HANCOCK, SECRETARY

**REVIEWED** for form and legality.

---

DONALD D. MAISCH, CITY ATTORNEY





NONCOLLUSION AFFIDAVIT  
**THIS AFFIDAVIT MUST ACCOMPANY THE BID**

The City of Midwest City and the Midwest City Municipal Authority  
Midwest City, Oklahoma

I, \_\_\_\_\_  
Owner, Partner, Officer of Firm

\_\_\_\_\_  
Company Name, City and State

being first duly sworn upon oath, state: I, the Company, its officers or employees, have not been party to any agreement or collusion among bidders, prospective bidders, architects or any other persons, or any other companies, in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or otherwise on this project for:

**Public Works General and Emergency Services**

for the City of Midwest City and the Midwest City Municipal Authority, jointly referred to as the "City".

**Bids will be opened on Tuesday, July 30th, 2024, at 2:00 pm.**

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature and Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

## Contractor Certification

Contractor certifies and warrants that it will comply with the Immigration Laws of the United States, including but not limited to 8 USC 1324(a), which makes it unlawful for an employer to hire or continue to employ an illegal or undocumented alien *knowing* the alien is or has become unauthorized with respect to such employment, or to fail to comply with the I-9 requirements. Contractor further agrees to comply with the Oklahoma Taxpayer and Citizen Protection Act of 2007. Contractor will not knowingly employ or knowingly allow any of its Subcontractors to employ any illegal or undocumented aliens to perform any work in connection with services performed for the City of Midwest City and the Midwest City Municipal Authority, jointly referred to as the "City". After July 1, 2008, Contractor and its Subcontractors will verify information on all new employees on the Status Verification System operated by the U.S. Government.

Contractor will retain and make available for inspection by the City, upon reasonable notice, a completed I-9 Employment Eligibility Verification Form for each person that contractor directly employs to perform services for the City. If Contractor, or any of its Subcontractors, receives *actual knowledge* of the unauthorized status of one of its employees engaged in providing services to the City, then Contractor or Subcontractor will remove that employee from the project, and shall require each Sub-contractor to act in a similar fashion with respect to such Sub-contractor's employees. Contractor agrees to have a provision in its subcontracts stating that each Sub-contractor will have the same duties and responsibilities with regard to its employees that the Contractor has certified in this paragraph.

Signed under penalty of perjury on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_,  
Contractor

By: \_\_\_\_\_  
Owner or Authorized Officer



STATUTORY BOND

KNOW ALL BY THESE PRESENTS:

That \_\_\_\_\_, as Principal,  
and \_\_\_\_\_, a corporation  
organized under the laws of the State of \_\_\_\_\_, and authorized to transact business  
in the State of Oklahoma, as Surety, are held and firmly bound unto the City of Midwest City and Midwest  
City Municipal Authority in the penal sum  
of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) in lawful money of the United States of America, for the payment of which, well  
and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees,  
successors, and assigns, jointly and severally, firmly by these presents.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

The condition of this obligation is such that:

WHEREAS, Principal entered into a written Contract with the City of Midwest City and Midwest City  
Municipal Authority dated \_\_\_\_\_, 2024, for:

**Public Works General and Emergency Services**

all in compliance with the plans and specifications therefor, made a part of the Contract and on file in the  
office of the City Clerk, City of Midwest City, and Secretary, Midwest City Municipal Authority, 100 N.  
Midwest Boulevard, Midwest City, Oklahoma 73110.

NOW, THEREFORE, if Principal shall fail or neglect to pay all indebtedness incurred by said Principal  
or subcontractors of Principal who perform work in the performance of the Contract, for labor and materials  
and repairs to and parts for equipment used and consumed in the performance of the Contract within thirty  
(30) days after the same becomes due and payable, the person, firm or corporation entitled thereto may sue  
and recover on this bond the amount so due and unpaid.

It is further expressly agreed and understood by the parties to the Contract that no changes or alterations  
in the Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of  
releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized so to do, the day and year first above written.

Principal:

\_\_\_\_\_

By \_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_

Surety:

\_\_\_\_\_

By \_\_\_\_\_  
Attorney-in-Fact

Approved as to form this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
City Attorney

PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS:

That \_\_\_\_\_, as Principal,  
and \_\_\_\_\_, a corporation organized  
under the laws of the State of \_\_\_\_\_, and authorized to transact business in the  
State of Oklahoma, as Surety, are held and firmly bound unto the City of Midwest City and the  
Midwest City Municipal Authority, jointly referred to as the "City", in the penal sum of  
\_\_\_\_\_ Dollars  
(\$\_\_\_\_\_) in lawful money of the United States of America, for the payment of which,  
well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators,  
trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2024.

The condition of this obligation is such that:

WHEREAS, Principal entered into a written Contract with the City dated  
\_\_\_\_\_, 2024, for:

**General and Emergency Services**

all in compliance with the plans and specifications therefor, made a part of said Contract and on file  
in the office of the City Clerk, City of Midwest City, or Secretary, Midwest City Municipal  
Authority, 100 N. Midwest Boulevard, Midwest City, Oklahoma 73110.

NOW, THEREFORE, if Principal shall, in all particulars, well, truly, and faithfully perform  
and abide by Contract and each and every covenant, condition, and part thereof and shall fulfill all  
obligations resting upon Principal by the terms of Contract and specifications; and if Principal shall  
promptly pay, or cause to be paid, all labor, materials and/or repairs and all bills for labor performed  
on work, whether by subcontract or otherwise; and if Principal shall protect and save harmless the  
City from all loss, damage and expense to life or property suffered or sustained by any person, firm  
or corporation caused by said Principal or his or its agents, servants or employees in the construction  
of work, or by or in consequence of any negligence, carelessness or misconduct in guarding and  
protecting the same, or from any act or omission of said Principal or his or its agents, servants or  
employees in the construction of said work, or by or in consequence of any negligence, carelessness  
or misconduct in guarding and protecting the same, or from any act or omission of Principal shall  
protect and save the City harmless from all suits and claims of infringement or alleged infringement

or patent rights or processes, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized so to do, the day and year first above written.

Principal:

\_\_\_\_\_

By \_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_

Surety:

\_\_\_\_\_

By \_\_\_\_\_  
Attorney-in-Fact

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

City Attorney

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That \_\_\_\_\_, as Principal,  
and \_\_\_\_\_, a corporation  
organized under the laws of the State of \_\_\_\_\_, and authorized to transact business in the  
State of Oklahoma, as Surety, are held and firmly bound unto the City of Midwest City and Midwest  
City Municipal Authority, jointly referred to as the “City”, in the penal sum of  
\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) in lawful money of the United States of America, said sum being  
equal to one hundred percent (100%) of the contract price, for the payment of which, well and truly  
to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees,  
successors, and assigns, jointly and severally, firmly by these presents.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2024.

The condition of this obligation is such that:

WHEREAS, Principal entered into a written Contract with the City dated  
\_\_\_\_\_, 2024, for:

**Public Works General and Emergency Services**

all in compliance with the plans and specifications therefor, made a part of the Contract and on file  
in the office of the City Clerk, City of Midwest City, and the Secretary, Midwest City Municipal  
Authority, 100 N. Midwest Boulevard, Midwest City, Oklahoma 73110.

NOW, THEREFORE, if Principal shall pay or cause to be paid to the City all damage, loss  
and expense which may result by reason of defective materials and/or workmanship in connection  
with work occurring within one (1) year from and after acceptance of project by the City; and if  
Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all  
subcontractors; and if Principal shall save and hold the City harmless from all damages, loss and  
expense occasioned by or resulting from any failure whatsoever of Principal, then this obligation  
shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized so to do, the day and year first above written.

Principal:

\_\_\_\_\_

By \_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_

Surety:

\_\_\_\_\_

By \_\_\_\_\_  
Attorney-in-Fact

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

City Attorney