SPECIFICATIONS, SPECIAL PROVISIONS AND CONTRACT DOCUMENTS

MIDWEST CITY Replace Pool Liners at Reno Swim & Slide Aquatics Facility 101 S. Douglas Blvd.



Matt Dukes, Mayor

City Council Members

Ward I – Susan Eads

Ward IV – Marc Thompson

Ward II – Pat Byrne

Ward V – Sara Bana

Ward III – Rita Maxwell

Tim Lyon City Manager

Sara Hancock City Clerk Ward VI – Rick Favors

Vaughn Sullivan Assistant City Manager

> Don Maisch City Attorney

Midwest City Parks & Recreation Department 200 N Midwest Blvd., Midwest City, Oklahoma 73110

TABLE OF CONTENTS

Notice to Bidders	.NTB-1,2
General Information To Bidders	.GIB-1-5
Bid Bond	.BB-1,2
Bid	.BID-1,2
Certification of Pre-Bid Site Inspection	.CSI-1
Statement of Bidder's Qualifications	.SBQ-1,2
Specifications	.SPEC 1,2
Contract	.CON-1-3
Business Relationships Affidavit	.BRA-1
Bid Affidavit	.BA-1
Noncollusion Affidavit	.NA-1
Contractor Certification	.CC-1
Statutory Bond	.SB-1,2
Performance Bond	.PB-1,2
Maintenance Bond	.MB-1,2

NOTICE TO BIDDERS

Notice is given that the City of Midwest City will receive sealed bids in the Office of the City Clerk, Midwest City Municipal Center, 100 N. Midwest Boulevard, Midwest City, Oklahoma, until **2:00 pm on March 11, 2025**, for:

Replacement of Pool Liners at Reno Swim & Slide Aquatics Facility 101 S Douglas Blvd.

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 the time set for opening of bids, shall not be considered and 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 at the Office of the City Clerk in the Midwest City Municipal Center. Complete sets of bid documents are available on the City website at https://www.midwestcityok.org/rfps.

Bids filed with the City Clerk 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 City Council prior to the contract being awarded. The Council may consider award of the project at or after 6:00 pm on March 25, 2025, to the lowest and best bidder meeting specifications. The Council may lay the same over to a subsequent meeting for comparison and computation.

Sales Tax Exemption. Title 68, Oklahoma Statutes (1991), Section 1356(1), exempts sales to municipalities and their contractors from sales taxes on the sale of "tangible personal property or services." All bids for City projects shall be assumed to have been made based on such statutory exemption as effective on the bid date.

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

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

- 1. Midwest City standard bid bond or surety bid bond form or cashier's check in the amount of five (5) percent of the total bid (cashier's checks will be returned to the unsuccessful bidders following the acceptance of the bid).
- 2. Bid.
- 3. Certification of Pre-bid Site Inspection.
- 4. Statement of Bidder's Qualifications.
- 5. Business Relationships Affidavit.
- 6. Bid Affidavit.

- 7. Non-Collusion Affidavit.
- 8. All Addendum Acknowledgment(s) (if applicable).
- 9. 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 Clerk 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.

The bidder <u>must</u> attend a mandatory pre-bid conference at 10:00 a.m. on Tuesday, February 25, 2025 at Reno Swim & Slide Aquatics Facility, 101 S Douglas Blvd., Midwest City, Oklahoma. Additional information may be obtained from the Communications & Recreation Director, 200 N. Midwest Blvd., Midwest City, Oklahoma, 73110 (405) 739-1206 or jryan@midwestcityok.org.

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

Sara Mancock

Sara Hancock City Clerk

GENERAL INFORMATION FOR BIDDERS

The City of Midwest 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 PACKAGES

Bid packages containing the required bidding documents are available on the City website: https://www.midwestcityok.org/rfps. Each and every required bid document must be 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. Certification of Pre-Bid Site Inspection
- d. Statement of Bidder's Qualifications
- e. Business Relationships Affidavit
- f. Bid Affidavit
- g. Noncollusion Affidavit
- h. Addendum Acknowledgment(s)
- i. Contractor Certification
- j. 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 <u>or</u> surety bid bond form <u>or</u> 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. Certification of Pre-Bid Site Inspection

The site inspection certification is a standard form that states that the bidder has visited the site and has become familiar with local conditions under which the work is to be performed. It indicates that the bidder has informed himself by independent research of the difficulties to be encountered and has personally judged the accessibility of the work and all attending circumstances affecting the cost of doing the work and of the time required for its completion. The site inspection certification form requires execution by a corporate officer representing the company submitting the bid.

d. 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.

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

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

h. 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.

It is the responsibility of the bidder to ascertain from the City Clerk's Office, within two working days prior to the bid date, whether the bidder has received all addenda.

An addendum acknowledgment sheet accompanies each and every addendum and must be signed by a corporate officer representing the company submitting the bid. All addendum acknowledgment sheets must be submitted with the bid in order for the bid to be considered.

i. 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.

j. References of the bidder

Three (3) references should be provided and include the following information as a minimum: name of organization for which the work was conducted; name, address, phone number, and email address for the bidder's primary point of contact with that organization; and brief description of work performed.

PREBID MEETING

The <u>mandatory</u> prebid meeting notice is included in the published **Advertisement for Bids**, which is also provided at the beginning of every specification book. The notice specifies the date, time, and place for the meeting and the bidder must be <u>represented</u> at the meeting in order to be qualified to submit a bid for the project. The meeting is open to all prospective bidders and other interested parties. The consulting architect or consulting engineer and the city engineer or their designees will be present. The purpose of the meeting is to discuss the plans and specifications.

In compliance with the provisions of the Americans with Disabilities Act, a sign language interpreter or any other reasonable accommodation to attend and/or fully participate in the meeting will be provided at the prebid meeting upon twenty-four (24) hours notice to the city engineer.

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 of Midwest 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 BOND

KNOW ALL PEC	PLE BY THESE PR	ESENTS, that we, the undersigned,,
as Principal, and		, as Surety, are hereby
held and firmly bo	ound unto the City of	Midwest City in the penal sum of
	*	for the payment of which, well and truly to be
made, we hereby j	ointly and severally	bind ourselves, our successors and assigns.
Signed this	day of	, 2025.

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:

Replace Pool Liners at Reno Swim & Slide Aquatics Facility

NOW, THEREFORE,

(a) If said Bid shall be rejected or, in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute 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:_____

Bid of	(hereinafter called
"BIDDER"), organized and existing under the laws of the State of	
doing business as	*

BID

*Insert "a corporation," "a partnership," or "an individual" as applicable.

To the **City of Midwest City** (hereinafter called "**City**"):

In compliance with your Notice to Bidders, BIDDER hereby proposes to perform all work associated with the following:

Replace Pool Liners at Reno Swim & Slide Aquatics Facility 101 S. Douglas Blvd., Midwest City, OK 73130

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under the contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT in SIXTY (60) consecutive days (SEVEN (7) days will be added for each alternative taken). BIDDER further agrees to pay as liquidated damages the sum of <u>fifty dollars (\$50.00) for each consecutive calendar day</u> thereafter during which the project is not completed.

BIDDER acknowledges receipt of the following ADDENDUM:

- 1. Addendum No.1, dated _____,
- 2. Addendum No.2, dated _____,
- 3. Addendum No.3, dated _____,
- 4. Addendum No.4, dated _____,

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the lump sum price as indicated below. The CITY shall have the option to deduct any or all of the bid items at the unit cost or lump sum provided by the BIDDER. Per specifications, repair, clean and prepare surfaces in large and small pool areas of Reno Swim & Slide. Per specifications, install liners in large and small pool areas of Reno Swim & Slide, including diving well. Per specifications, water test installed liners at Reno Swim & Slide.

TOTAL LUMP SUM BID	\$
(Total dollars written)	
Respectfully submitted:	
Signature	Address
Title	Date
License Number (if applicable)	

(SEAL - If Bid is by a Corporation)

ATTEST:

CERTIFICATION OF PRE-BID SITE INSPECTION

,, representing
, certify that on theday of
, 2025, I inspected the project site located in Midwest City. I am thoroughly
amiliar and aware of all conditions at the site and problems that may be encountered during
performance of the referenced project:

Replace Pool Liners at Reno Swim & Slide Aquatics Facility

BY_____Name

TITLE_____

All bidders must inspect the project work site prior to submitting a bid. Therefore, a mandatory pre-bid conference is scheduled as specified in the Notice to Bidders.

STATEMENT OF BIDDER'S QUALIFICATIONS (Site Preparation Contractor)

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.

Name of Bidder:
Permanent main office address:
When organized:
If a corporation, where incorporated:
How many years have you been engaged in the contracting business under your present firm or trade name:
Contracts on hand (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion):
General character of work performed by your company:
Have you ever failed to complete any work awarded to you?
Have you ever defaulted on a contract?
List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
List your major equipment available for this contract:
Experience in construction work similar in scope to this project:
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 of Midwest 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 of Midwest City in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this	day of		_, 2025.
			(Name of Bidder)
			Ву:
			Title:
STATE OF))ss)		
			, being duly sworn, states that
he/she is the	itle)	of	(Name of Organization)
			herein contained are true and correct.
~			
Subscribed and sworn to	before me this	day of	, 2025.
			Notary Public
My commission expires	:		

SCOPE OF WORK and SPECIFICATIONS For

Replace Pool Liners at Reno Swim & Slide Aquatics Facility 101 S. Douglas Blvd Midwest City, OK 73130

The purpose of this specification is to qualify the materials and labor to properly replace and seal the liners in both the large and small pools at Reno Swim & Slide Aquatics Facility, located at 101 S. Douglas Blvd, near the intersection of Reno Avenue and Douglas Blvd., in Joe B. Barnes Regional Park, Midwest City.

Certificates of Insurance must be included with your bid. Liability requirements are \$125,000 per claim and \$1,000,000 per occurrence. Workers Compensation must meet statutory requirements.

SCOPE OF WORK:

BID:

Per specifications, repair, clean and prepare surfaces in large and small pool areas of Reno Swim & Slide. Per specifications, install liners in large and small pool areas of Reno Swim & Slide, including diving well. Per specifications, water test installed liners at Reno Swim & Slide. Per specifications, provide a waterproof lining of the existing large and small pool, over a poly felt.

SPECIFICATIONS:

ADHERE PVC SWIMMING POOL LINING SYSTEM

PART I - GENERAL

1.01 The following bid is for a 15-year warranted, UV and Chemical Stabilized 60 mil thick (70 mil with embossing) polyester scrim reinforced, PVC pool renovation membrane with special components providing maximal UV and chlorine resistance, with acrylic stain guard topcoat and is based upon a performance specification. This specification is presented to establish a minimum level of material quality and to define the installation technique, material quality and experience levels required to perform the required work and is not designed to restrict in any way equal competitive bids. It is assumed that all products bid will be in literal compliance with the product and installation specifications in this specification. It is the purchasing agencies' intention to consider any other alternate; non stain guard coated, non-printed, standard 10-year warranty reinforced PVC systems designed and proven in renovating commercial pool facilities only as a deductive alternate bid. Alternate systems other than those specified or pre-approved ten days prior to bid must be bid as a deductive alternate to the base bid employing the specified system.

The individual components and installation criteria described below consists of a complete polyester webbing reinforced PVC membrane lining to be installed in accordance with these specifications. Material rolls of reinforced PVC membrane shall be custom fit and fuse welded together using hot air hand welders and machine welders (or approved equal). Upon completion, the pool lining system shall provide a waterproof lining of the existing pool over a poly felt, complete with all necessary hardware, fittings, attachments, flanges, gaskets and all appropriate pool markings as required by applicable state pool codes. All existing pool markings inside the liner zone shall be replaced with full markings in accordance with state code. Swimming lane markings will not be required for this project in the shallow end of the main pool.

NOTE: PRIOR APPROVAL OF A SPECIFIC PVC MATERIAL DOES NOT ALLOW THE INSTALLING CONTRACTOR TO DEVIATE IN <u>ANY</u> MANNER FROM THE SPECIFIED INSTALLATION METHODS AS OUTLINED IN THESE SPECIFICATIONS NOR DOES IT CONSTITUTE ACCEPTANCE OF ANY DEVIATION FROM THIS LEVEL OF QUALITY OR WARRANTY REQUIREMENTS.

1.02 SUBMITTALS

- A. Shop Drawings: Show fabrication and connection details for all connections to existing pool structure.
- B. Provide standard catalogue sheets and installation instructions for each item specified.
- C. Provide 2' x 2' samples of PVC Membrane for testing purposes if required, 10.5 oz felt, PVC coated Stainless Steel, countersunk fastener to be employed at flanges, and marking samples and a 1'x 1' sample of the adhesive attaching the PVC to the Felt under layer. Also supply 4 2" x 2" PVC to Felt samples for water testing of

adhesive bond. Adhesive must hold felt to PVC to felt after a 24hour water immersion test.

- D. Provide written documentation of project foreman certification.
- E. Contract Closeout Submittals:
 - 1) Provide Care and Maintenance Guide.
 - 2) Provide copy of the supplier's 15-year PVC material warranty. Warranty should completely cover the material against leakage, delaminating, bubbling, pitting, shearing, tearing, cracking or crazing or any material workmanship or defects. The warranty must include the above plus include a 15-year weld warranty on all PVC welding including targets, racing lanes and markings. In the event of failure of the lining system the bidder shall repair or replace the damaged section.

1.03 QUALITY ASSURANCE

- A. Pool material supplier and the actual pool membrane manufacturer shall have both been engaged in the manufacture of PVC membranes for use in Swimming Pools for a minimum of Ten Years.
 Manufacturer shall employ only 100% virgin vinyl throughout the manufacturing process. All PVC membrane components shall be from the same manufacturer to assure compatibility of components and weld ability over time. Products manufactured using recycled materials shall not be allowed.
- B. Contractor must demonstrate a minimum of 15 pools of similar size installed by its staff-utilizing site-built PVC reinforced PVC membrane materials.
- C. The foreman provided by the installer shall be certified competent in installing PVC membrane materials by the membrane supplier and shall have a minimum of two (2) years experience welding PVC membranes for pool applications.
- D. The bidder shall provide enclosed with the bid a full listing of any and all lawsuits from any venue in the United States from any prior customers in which they have been sued by clients. This list is to be notarized and shall list all litigation initiated by clients against the contractor regardless of whether such claims have been settled. Additionally, all bidders shall provide a full written release issued to the bidding agency allowing the bidding

agency to discuss prior service and handling of warranty obligations with any prior clients regardless of any prior agreements to limit such discussions.

 E. Bidders shall initial each item, execute and return the enclosed PVC Liner Bidder Certification and Representation Sheet.
 Failure to include this sheet properly executed shall invalidate the bid.

1.04 DELIVERY, STORAGE AND HANDLING

All materials required for the completion of this project shall be delivered to the project site in a manner designed to prevent damage. No hooks or forks shall be used for unloading. The contractor shall perform unloading of all materials. Materials shall be stored in a flat, dry area in a manner that will not damage them. All materials provided are to be new and in unopened packaging.

1.05 **PROJECT SITE CONDITIONS**

The contractor to a level in accordance with the supplier's requirements shall prepare project site. Previously installed liner material has already been removed from both large and small pools at the site. Any suggested concrete work must be identified.

All burrs and rough edges shall be ground smooth or covered, pits and voids shall be filled with a vinyl concrete patch compound. All working cracks, expansion joints or voids shall be isolated from the 10.5 oz poly felt layer above by the installation of rigid stainless or plastic strips. All oil and tar must be removed from the pool or covered with appropriate isolation materials.

1.06 WARRANTY

The flexible PVC membrane system shall be warranted by the supplier for workmanship, materials, and shall be specifically warranted to not delaminate, pit, crack, require additional sealing, tear, or become structurally unsuitable for it's intended purpose for a period of 15 (fifteen) years. Additionally, the contractor shall warrant against delaminating at all heat welds at seams and markings for a period of 15 (fifteen) years. In the event the material should become unusable during this period, the manufacturer and installer agree to repair or replace the defective sections.

PART II - PRODUCTS

2.01 MANUFACTURERS

The material manufacturer shall have been engaged in the formulation and manufacture of reinforced PVC membranes for use in commercial pools for greater than 10 years.

2.02 MATERIALS

All individual components utilized to renovate the project pool shall be completely compatible with the pool environment and shall be supplied by one supplier as a system to assure compatibility and to assure a single source of responsibility. All PVC membrane components shall be from the same manufacturer to assure identical formulations, weld compatibility, and to ascertain identical product molecular weights. An approximately .3mil coating of stain guard acrylic top coating shall be factory applied as a topcoat to reduce soiling in the field and to make the liner easier to clean.

Material shall possess an embossed standard slip resistance throughout the pool to provide slip resistance to pool bathers or as required by the owner, and an extra aggressive slip resistant material on steps, gutters and at zero depth entry areas to 2' deep.

Material Specifications shall be provided meeting or exceeding the following Physical Properties of the specified system.

PVC Pool Membrane

Description:	Polyester reinforced PVC Pool Membrane System.
Compound:	Extended use 50-year life expectancy Maximal UV resistance, chlorine impervious PVC compounded for the pool environment. Product shall be compounded with permanent plasticizers, UV inhibitors, and antifungal agents and .3-mil acrylic soil resistant top coating.
Reinforcement:	Non-wicking Polyester scrim fabric 1000 Denier yarn 9X9 per inch count.

Ref #: 60 mil Pool Membrane

Property	Test Method		Result
Thickness Break Strength			60 mil
@ Yield (lbs in)	MD TD	ASTM D638	181 161
@ Break (lbs in)	MD TD		117 85
	ID	ASTM D751	05
(a) Yield (lbs. in)	MD TD		418 328
(a) Break	MD		375
	TD		345
Tear Resistance (lbs)	MD TD	ASTM D1004	25.0 26.7
Cold Flex Resistance	ASTM	D 2136	Pass -50 C
Dim. Stability %	MD TD	1/8th " Mandrel ASTM D1004 (1 hr 100 Deg. C) -0.6% +0.2%	
Specific Gravity		ASTM D 752	1.235
Water Resistance %wt. change		ASTM D570	+0.5%
Puncture Resistance (lbs)		ASTM D4833	123
Delam. Resistance (lbs. in)	MD		12.0
UV Resistance (% retained after exposure)		ASTM D 43255	100 100

2.03 SYSTEM COMPONENTS

A. Pool lining membrane shall be a flexible 60 mil PVC material fully UV stabilized and reinforced with a scrim consisting of a tightly woven polyester 9 x 9 thread spacing per inch, 1,000 denier thread for puncture resistance. The material colors shall be as follows: Color of walls and floor shall be light blue. Floor shall be light blue in color with stain guard acrylic topcoat protective coating and must be formulated using anti-fungal agents and manufactured specifically for use in the commercial swimming pool environment. An acrylic stain guard coating shall be a factory applied. Acrylic top coating is designed to make surface cleaning easier and to minimize soiling. The material shall be applied with the nonskid/textured side out as required by the owner in the floor area and on all gutter and step areas to provide slip resistance. All welds shall be accomplished with

hot air welding. No solvent welding of PVC materials shall be allowed on this project. No double stick Mylar tapes are permitted under the liner on this project. Seams shall be tacked, a continuous air entrapment weld shall be applied continuous on all welds, and then a minimum 3/4" wide weld shall be installed. No burning of the material shall be permitted.

- B. Targets and marking strips shall be provided by the supplier and colored black. All markings shall be as per local pool code requirements.
- C. An anti-microbial product fully compatible with the PVC membrane shall be sprayed or rolled on under the felt material to discourage microbial growth under the system.
- D. Adhesives that are not weakened when exposed to water immersion and that are fully compatible and suitable for bonding to the PVC material and the felt layer shall be provided that are designed to chemically bond to the PVC material and to fully attach the Geotextile fabric to the pool walls (and floor where required). NOTE: WALLS AND DIVE HOPPER AND THREE FOOT OF PERIMETER SHALL BE AN ADHERED SYSTEM OVER POLY FELT. All poly felt is to be bonded to the pool. Additionally, all PVC material employed on all pool walls and in dive hoppers shall be fully adhered as a condition of these specifications. Any adhesives that are water-soluble shall not be allowed under the scope of these bid documents to prevent the geotextile fabric from shifting under the membrane. PVC adhesive shall be further designed to be resistant to Plasticizer migration. Adhesive on project shall be water impermeable RenoBond or Nordot 34 only. It is the intention of the owner to have the contractor provide a project where the PVC is fully adhered to the felt on all walls and in the dive hopper area as well as around the pool floor perimeter. No tacking of the PVC wall and floor sections to PVC metal strips is intended under this base bid specification. Alternate non-adhered systems may only be bid as a deductive alternate to the base bid.
- E. An under layer of 10.5 oz felt shall be installed fully adhered with the appropriate adhesive throughout the entire pool.
- F. PVC coated Stainless Steel metal or as required to make for a satisfactory installation termination. Galvanized PVC coated steel shall not be acceptable for use on this project.

- G. Trim poly felt and compress liner around perimeter as detailed in the accompanying installation details.
- H. Flanges at all penetrations shall be constructed of Type I Exterior grade Hard PVC Sheet and custom fabricated, radiuses, and drilled as required for use at all membrane penetrations. Flanges will be custom fabricated to fit as close to existing pool fittings as is practical and possible based on substrate conditions around penetrations. All bolts used to fasten any compression bar shall be countersunk to allow for a flush installation. All metal fasteners employed shall be Stainless steel.
- I. 4" to 6" wide Plastic or Stainless Steel 25 gauge plate shall be installed over all active expansion joints and working cracks. Galv. Steel shall not be acceptable.
- J. Caulking shall be installed where required by installation details, and shall be Novagard Underwater Grade Caulk or prior approved equal. Caulking shall only be used at pool penetrations and terminations and shall not be employed for joining seams.
- K. Membrane supplier shall provide complete care instructions, PVC underwater patch kit, warranty certificate and spare material as might be required. Owner's agent is also to be trained in the proper method of repairing the membrane as a part of this installation.

PART III - EXECUTION

3.01 EXAMINATION

Installation crew shall inspect the pool surface at the beginning of the project and shall advise owner as soon as practicable of any existing conditions which might affect the satisfactory installation of the pool membrane lining product.

3.02 **PREPARATION**

The pool shall be prepared for the installation of the membrane in accordance with the supplier's technical data and these specifications.

3.03 INSTALLATION AND APPLICATIONS

- A. Installation shall be performed by installers certified competent by the supplier whose experience is fully in compliance with the terms of these specifications. The PVC membrane installation shall be completely supported by the structural walls in all respects. The material shall be completely supported by structural walls at all corners and wall/floor junctures before the pool is filled. Due to the inordinate stress induced at seams, and fittings by water pressure stretch fitting- in no case shall gaps, voids or spaces be allowed behind the membrane before water is added.
- B. The installation procedures employed in the execution of this project are to be fully in accordance with the supplier recommendations and current Technical Data. If any terms or conditions of this contract contradict recommended procedures of the manufacturer or supplier, work will be performed in accordance with manufacturers and supplier requirements however written notice of any variances from these specifications must be provided to the project architect in advance of any actual work performed in the field.
- C. Work is to be performed as follows:
 - a) Prepare pool surface as per specifications and suppliers recommendations.
 - b) Span any cracks or voids with Stainless Steel sheet 25 ga. or 1/8th inch hard plastic plate and pin in place with appropriate fasteners.
 - c) Apply sanitizing agent.
 - d) Apply adhesive to pool walls and floors where required and attach 10.5 oz poly felt to all walls and floor. Trim at compression fittings.
 - e) Apply poly felt material throughout pool with water insoluble adhesives.
 - f) Install Stainless Steel coated PVC Steel where required.
 - g) Apply PVC membrane to pool as detailed in the plans and overlap weld (allowing a 2" overlap) with a minimum 3/4" wide weld. All hand welding is to be performed with a hot air welder. No Solvent welding, glue welding or THF Swell agent welding is permitted on this project. No voids at wall/floor junctures shall be permitted in this installation. No double stick tapes are permitted.
 - h) Provide PVC markings, targets, racing lanes, logo etc. as required and directed by plans and code. End Targets shall be fully bonded to the wall.

- Attach Compression flanges and gaskets as shown on the drawings or in accordance with supplier's recommendations. Bolt spacing shall not be greater than 3" O.C. All fastener heads shall be countersunk.
- j) Prime and caulk the perimeter termination and wherever else required to make for a suitable and proper watertight fitting.
- k) Inspect all seams in the pool with a roofing probe to ascertain that there are no false welds, pinholes or missed areas. Seal all seam edges with edge sealant if required in installation bulletins.
- Broom clean pool and surrounding deck area. Remove any marks or dirty spots. Remove all trash and debris to the owner's dumpster.
- m) Provide a service and care session of approximately one hour with the owners designated agent. Provide patch kit, care instructions in a written format, plus 100 square feet of color matched patch material.

Questions about the scope of work should be addressed to Josh Ryan, Communications & Recreation Director for the City of Midwest. (405) 739-1206, jryan@midwestcityok.org

THIS CONSTRUCTION SERVICES AGREEMENT (hereinafter referred to as "Agreement") is entered into by and among The City of Midwest City, a municipal corporation (hereinafter referred to as "City"), and <u>(SERVICE PROVIDER NAME)</u>, (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, Service Provider is in the business of providing construction 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 construction services; and

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

WHEREAS, Service 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 the RFP and 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. INDEPENDENT CONTRACTOR STATUS

Subject to the terms and conditions of this Agreement, the City retains the Service Provider as an independent contractor, to provide **City** all services, in accordance with the standards exercised by experts in the field, necessary to provide the City services, products,

Page 1 of 18

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 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 Team**, for the services to be provided as set forth on Attachment "C" ("**Service Provider's Team**") 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, 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

Construction Services Agreement with <u>(Service Provider Name)</u>

the members of its Service Provider's Team, assigned to work on the Project for the City are 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 Project 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. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

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 Deliverables up to the time of the notice of termination for *convenience*, in accordance with the

Construction Services Agreement with (Service Provider Name)

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 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 liability 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 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.

Construction Services Agreement with <u>(Service Provider Name)</u>

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 \$5,000,000 general aggregate* protecting the City from claims for bodily injury *(including death) and* or property 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

Construction Services Agreement with <u>(Service Provider Name)</u>

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 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 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

Construction Services Agreement with <u>(Service Provider Name)</u>

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

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:

 (Contact Person name for Service Provider)
 (Name of Service Provider)
 (street or mailing address for service provider)
 (City, State and zip code for service provider)

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 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 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 services provided prior to the breach. **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. DISPUTE RESOLUTION

Either **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term of this **Agreement** or attachment hereto. The notice shall contain:

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

Within ten (10) days of receipt of the notice, the other Party shall respond with

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation. Construction Services Agreement with (Service Provider Name)

Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

21. 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.

22. 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 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.

23. 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.

24. AMENDMENT

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **City** hereby delegates to the City Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

25. EFFECTIVE DATE

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

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

Service Provider:	(Name of Service Provider)	
	Ву:	
	Name:	
	Title	

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

APPROVED by the Council and SIGNED by the Mayor of The City of Midwest City this

_____ day of ______, 2022.

THE CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

BUSINESS RELATIONSHIPS AFFIDAVIT THIS AFFIDAVIT MUST ACCOMPANY THE BID

STATE OF)
)SS
COUNTY OF)

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

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

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

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

Subscribed and sworn to before me this _____day of _____, 2025.

My Commission Expires:

Notary Public

BID AFFIDAVIT

THIS AFFIDAVIT MUST ACCOMPANY THE BID

STATE OF)
)SS
COUNTY OF)

, of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Signature

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

Notary Public

My Commission Expires:

NONCOLLUSION AFFIDAVIT THIS AFFIDAVIT MUST ACCOMPANY THE BID

The City of Midwest City 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:

Replace Pool Liners at Reno Swim & Slide Aquatics Facility

for the City of Midwest City.

Bids will be opened on <u>Tuesday, March 11, 2025, at 2:00 PM</u>.

Firm Name

Signature and Title

Subscribed and sworn to before me this _____day of _____, 2025.

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. 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 ______, 2025.

Contractor

By:

Owner or Authorized Officer

STATUTORY BOND

KNOW ALL BY THESE PRESENTS:

That				, as
Principal, and _				,
a corporation org	ganized under the law	vs of the State of	, a	nd authorized to
transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the City of Midwest				
City	in	the	penal	sum
of				Dollars
(\$) in lawful mo	ney of the United States of	America, for the payment	nt 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	, 20		

The condition of this obligation is such that:

WHEREAS, Principal entered into a written Contract with the City of Midwest City dated _____, 20_____, for:

Replace Pool Liners at Reno Swim & Slide Aquatics Facility

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, 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
ATTEST:	Title
	Surety:
_	By
	Attorney-in-Fact
Approved as to form thisday of	, 20

City Attorney

PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS:

That	, as Principal,
and	
under the laws of the State of	, and authorized to transact business in the
State of Oklahoma, as Surety, are held and firml	y bound unto the City of Midwest City in the penal
sum of	Dollars
	United States of America, for the payment of which,
well and truly to be made, we bind ourselves an	nd each of us, our heirs, executors, administrators,
trustees, successors, and assigns, jointly and sev	verally, firmly by these presents.
DATED thisday of, 20)
The condition of this obligation is such	that:
WHEREAS, Principal entered into a wr	itten Contract with the City of Midwest City dated

Replace Pool Liners at Reno Swim & Slide Aquatics Facility

, 20 , for:

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, 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 of Midwest 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 of Midwest 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:
ATTEST:	By Title
	Surety:
	ByAttorney-in-Fact
Approved as to form thisday 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 bou	and unto the City of Midwest City in the penal
sum of	Dollars
(\$) in lawful money of the	he United States of America, said sum being
equal to one hundred percent (100%) of the contract p	price, for the payment of which, well and truly
to be made, we bind ourselves and each of us, o	ur heirs, executors, administrators, trustees,
successors, and assigns, jointly and severally, firmly	by these presents.

DATED this _______, 20_____.

The condition of this obligation is such that:

WHEREAS, Principal entered into a written Contract with the City of Midwest City dated ______, 20_____, for:

Replace Pool Liners at Reno Swim & Slide Aquatics Facility

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, 100 N. Midwest Boulevard, Midwest City, Oklahoma 73110.

NOW, THEREFORE, if Principal shall pay or cause to be paid to the City of Midwest 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 of Midwest 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 of Midwest 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 attorneyin-fact duly authorized so to do, the day and year first above written.

	Principal:
ATTEST:	By Title
	Surety:
	ByAttorney-in-Fact
Approved as to form thisday of	, 20

City Attorney