

WATER PIPELINE CONTRACTOR “D” CONTRACTOR PREQUALIFICATION PACKAGE FOR THE CITY OF OKLAHOMA CITY

FINAL CHECKLIST:

- ❑ Company Form
- ❑ Prequalification Statement of Experience – Minimum of 6 projects
- ❑ Supplement to Section 3.C.2. of Resolution
- ❑ Bond Assurance Letter (minimum of \$250,000)*
 - * Actual bond must be presented to pull work order/meter card.
- ❑ Affidavit of Prequalification Applicant (ODEQ Certification)
- ❑ Application Fee (\$360)

HELPFUL RESOURCES:

Water Meter Specification can be found by clicking on this [link](#)
Link: [THE CITY OF OKLAHOMA CITY SPECIFICATIONS \(okc.gov\)](http://www.okc.gov)

A business check or cashier's check or money order for the application processing fee payable to: CITY TREASURER. Please mail to Attn: Prequal, 420 W. Main Street Ste 700, Oklahoma City, OK 73102.

Per the City Ordinance, an additional \$20 fee will be charged for any returned checks due to insufficient funds.

Omission of any of the listed documents will cause a delay in the processing of your application and additional documentation of information may be required in some instances. The Final Checklist on the cover sheet is for your use.

Contact Robbie Witt at (405) 297.2293 or Angee Wagner at (405) 297.2034 or email prequal@okc.gov should you have any questions regarding Prequalification requirements or need assistance filling out the application.

**APPLICATION FOR WATER PIPELINE CLASS "D" CONTRACTORS
PREQUALIFICATION CERTIFICATE
CITY OF OKLAHOMA CITY, OKLAHOMA**

- Joint Venture
- Individual
- Partnership
- Corporation
- L.L.C.
- L.L.P.

1. COMPANY (Show Complete Legal Name of Organization)

COMPANY ADDRESS

MAILING ADDRESS

CITY

STATE

ZIP

PHONE #

CONTACT PERSON

FAX #

CONTRACTOR I.D. NO./FEDERAL TAX I.D. NO.

E-MAIL ADDRESS

APPLICATION SUBMITTED BY

TITLE

HOW MANY YEARS HAS THIS COMPANY BEEN
IN BUSINESS UNDER YOUR PRESENT BUSINESS NAME? _____ YEARS

2. HAS THIS COMPANY OPERATED UNDER ANY OTHER NAME? YES NO IF YES, WHAT NAME, WHERE, WHEN AND WHY?

3. DESCRIBE CATEGORIES OF WORK THAT THIS COMPANY TO PERFORM AS A CONTRACTOR (METER SETTING, MAIN TAPPING, OR BOTH).

4. DESCRIBE CATEGORIES OF WORK THIS COMPANY USUALLY SUBCONTRACTS, IF ANY (METER SETTING OR MAIN TAPPING).

5. HAS THIS COMPANY EVER FAILED TO COMPLETE A CONSTRUCTION CONTRACT IN THEIR NAME?

YES NO IF YES, STATE NAME OF INDIVIDUAL, AND REASON THEREFOR:

6. HAS THIS COMPANY EVER HAD PREQUALIFICATION DENIED, REVOKED OR SUSPENDED?

YES NO IF YES, WHEN, WHERE AND WHY?

7. HAS THIS COMPANY EVER HAD A LICENSE DENIED, REVOKED OR SUSPENDED?

YES NO IF YES, WHEN, WHERE AND WHY?

8. EXPERIENCE OF THE COMPANY. (ODEQ CLASS D LICENSES)

INDIVIDUAL'S NAME	PRESENT POSITION	YEARS EXPERIENCE	ODEQ CLASS D LICENSE NO.'s

9. LIST A MINIMUM OF 6-PROJECTS INCLUDING WATER SERVICE CONNECTIONS
 -METER SETTING, MAIN TAPPING OR BOTH ON MAINS 6-INCHES OR
 GREATER IN DIAMETER, AND CONNECTIONS OF ANY SIZE.

ITEM #	LOCATION OF PROJECT	DIAMETER OF SERVICE CONNECTION	DIAMETER OF MAIN TAPPED	SIZE OF WATER METER SET
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Oklahoma Statutes Citationized

Title 25. Definitions and General Provisions

Chapter 21 - Discrimination

Article Article 3. Discrimination in Employment

Section 1313 - Public Employers - Status Verification System - Unauthorized Aliens - Contracting and Employment Practices

A. Every public employer shall register with and utilize a Status Verification System as described in subparagraphs a or b of paragraph 1 of Section 6 of this act to verify the federal employment authorization status of all new employees.

B. 1. After July 1, 2008, no public employer shall enter into a contract for the physical performance of services within this state unless the contractor registers and participates in the Status Verification System to verify the work eligibility status of all new employees.

2. After July 1, 2008, no contractor or subcontractor who enters into a contract with a public employer shall enter into such a contract or subcontract in connection with the physical performance of services within this state unless the contractor or subcontractor registers and participates in the Status Verification System to verify information of all new employees.

3. The provisions of this subsection shall not apply to any contracts entered into prior to the effective date of this section even though such contracts may involve the physical performance of services within this state after July 1, 2008.

C. 1. It shall be a discriminatory practice for an employing entity to discharge an employee working in Oklahoma who is a United States citizen or permanent resident alien while retaining an employee who the employing entity knows, or reasonably should have known, is an unauthorized alien hired after July 1, 2008, and who is working in Oklahoma in a job category that requires equal skill, effort, and responsibility, and which is performed under similar working conditions, as defined by 29 U.S.C., Section 206(d)(1), as the job category held by the discharged employee.

2. An employing entity which, on the date of the discharge in question, was currently enrolled in and used a Status Verification System to verify the employment eligibility of its employees in Oklahoma hired after July 1, 2008, shall be exempt from liability, investigation, or suit arising from any action under this section.

3. No cause of action for a violation of this subsection shall arise anywhere in Oklahoma law but from the provisions of this subsection.

Supplement to Section 3.C.2.

Indicate and complete the item that applies. It is the intent of this applicant:

1. YARD LOCATION: _____

BUSINESS ADDRESS: _____

APPLICANT'S PHONE NUMBER: _____

EMERGENCY CONTACTS AND PHONE NUMBERS

NAME: _____ PHONE NUMBER: _____

NAME: _____ PHONE NUMBER: _____

NAME: _____ PHONE NUMBER: _____

**THE CITY OF OKLAHOMA CITY
RIGHT-OF-WAY BOND**

KNOW BY ALL MEN THESE PRESENTS:

That _____, as Principal, and _____, as Surety, a(n) _____ Licensed to do business in the State of Oklahoma, are each jointly and severally held and firmly bound unto both The City Of Oklahoma City ("Oklahoma City"), a municipal corporation organized and existing pursuant to the laws of the State of Oklahoma, in the full and just sum of two-hundred and fifty thousand dollars (\$250,000.00) and no cents during the term as provided and described below, the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and it's successors and assigns, jointly and severally, firmlyby these presents.

The term of this bond shall be from the date the bond is executed by the Surety and approved by the Municipal Counselor until two (2) years after the completion of all work commenced during the operational period of this bond provided however this bond shall not terminate but be extended until the completion of any corrections or repairs to any work commenced during the operational period of this bond or the payment therefore in accordance with this bond, whichever is later. The operational period of this bond is two (2) years from its approval by the municipal attorney. The operational period is that span of time during which the Principal may work in the right-of-way, on Oklahoma City property, in an Oklahoma City easement or publicly dedicated easements (herein collectively referred to as the "right-of-way" under this bond although the obligations of the Principal and the Surety and the obligations under this bond extend beyond the operational period. Work (other than corrections and repairs) performed in the right-of-way shall be deemed completed upon the last of the following: passing of all required inspections; for work for or to be dedicated to Oklahoma City, the final formal acceptance of that work by the City Council; for water service line and water meters, the establishment of an account (other than a construction account) for the premise serviced and any required deposit received by the Utility Customer Services Division of the Water and Wastewater Utilities Department. Now if the said Principal shall fully and faithfully perform all the duties pertaining to this bond, then this obligation shall be void and of no effect upon the

passage of two (2) years from the time of completion of all work and any corrections and repairs in accordance with this bond, otherwise to be and remain in full force and effect.

No statement or provision herein shall be read or interpreted as to terminate this bond until all obligations, duties, responsibilities, covenants, and requirements stated herein have been satisfied subject however to the Surety's right to terminate this bond as relates to any new work not commenced prior to the receipt of notice of termination as provided herein.

Principal has been retained to perform work in the right-of-way. Principal agrees to perform all work in the right-of-way in accordance with all relevant provisions of the Oklahoma City Municipal Code, and any amendments and additions thereto; to obtain all permits and inspections; and to pay all charges, fees, and assessments, including but not limited to those created by ordinances of Oklahoma City. And further, said Principal agrees to perform all work in accordance with the requirements set forth in Oklahoma City established ordinances, resolutions, policies, standards and specifications ("collectively referred to as "Oklahoma City standards").

It is further agreed that said Principal shall indemnify and save harmless Oklahoma City and any public trust to which Oklahoma City is sole beneficiary from any and all losses, costs, damages, expenses, actions, causes of action, or liability of any kind whatever, also including reasonable attorney fees, which Oklahoma City or its trust may suffer, incur or be required to pay as a recovery from Oklahoma City or its trust by reason of or on account of the negligence or omission of the Principal, his agents, servants, or employees in connection with work in the right-of-way or by reason of the failure or refusal of said Principal, his agents, servants, or employees to erect, place and maintain proper safety devices, crossing signals, or barricades about such work.

It is agreed that at the time the work shall be inspected as it is performed, provided however water service and meter installation shall have a second inspection and must meet Oklahoma City standards at the time of the establishment of an account and acceptance of any water service and/or meter installation work. The Principal must maintain all work to Oklahoma City standards from its commencement to the end of the term of this bond regardless of the cause of the failure of the work to meet and continue to meet Oklahoma City standards. And as to water service and meter installations, it is further agreed and understood that the second inspection of each individual project shall be conducted to ensure it meets Oklahoma City

standards at the time of completion as defined herein, including but not limited to material, workmanship or the height, depth, location and condition of the water service, meter and meter tile regardless of the cause of the failure to meet and continue to meet Oklahoma City standards at any time during the term of this bond.

Should any work performed by the Principal in the right-of-way fail to meet and continue to meet Oklahoma City standards or should the Principal fail to satisfy any obligation, duty, responsibility, covenant, or requirement stated herein, then this bond shall not terminate but continue in effect and Oklahoma City may notify the Principal and demand the Principal comply and/or make all necessary corrections and repairs to the work within thirty (30) days of such notice. If upon the expiration of said thirty (30) days notice, compliance or the corrections and repairs have not been made then the City Engineer or the Director of Water/Wastewater Utilities (or their designated representative) shall compute the reasonable cost of compliance or the contracting for making such corrections and repairs (including but not limited to labor, equipment, materials, administration, legal and overhead expenses) and cause a second notice to be sent to the Principal and the Surety demanding compliance and/or the corrections and repairs be made or in alternative that payment be made in accordance with the aforementioned cost. Should the Principal and the Surety fail to comply and/or make all necessary corrections and repairs within thirty (30) days of the second notice, then Oklahoma City shall cause compliance and/or the corrections and repairs made in at the expense of the Principal and the Surety. Subsequent thereto, Oklahoma City shall be entitled to recover the actual costs and expenses incurred and any additional legal fees, expenses and court costs for the collection of said costs from the Principal and/or the Surety in any court of competent jurisdiction.

It is further expressly agreed and understood by the parties hereto that no changes, alterations or deviations from the procedure set forth herein shall have the effect of releasing the Surety or the Principal, or either of them, from the obligations of this bond.

However, it is further understood and agreed that the Surety may at any time terminate its liability for any new work by giving thirty (30) days written notice to the City Engineer and the Director of Water/Wastewater Utilities for the City Of Oklahoma City. In which case the obligations of the Surety under this bond for work commenced prior to the expiration of the thirty (30) day notice shall continue as provided in this bond, however the Surety shall not be liable for any new work commenced after the expiration of thirty (30) days.

This Right-of-Way Bond was executed by the Principal this ___ day of

_____, 20_____

Principal

By _____

As _____

Attest:

Secretary/Witness

This Right-of-Way Bond was executed by the Surety this ___ day of _____

20_____.

Surety

By _____

As Attorney in Fact

Attest:

Secretary/Witness

Reviewed for form and legality.

Assistant Municipal Counselor

Date

Prequalification Review Board
The City of Oklahoma City
420 W. Main Street, 7th Floor
Oklahoma City, OK 73102

RE:

To Whom It May Concern:

This letter is provided for informational purposes and the City of Oklahoma City and Trusts should reference the required final bonds on specific bonded projects for additional information.

_____(Contractor's Name) is currently applying for pre-qualification status to the City of Oklahoma City. This letter is to advise the Pre-qualification Review Board that based upon the fiscal year end financial information dated _____

_____(Surety Name) is willing to entertain bonds for this applicant up to the amounts of \$_____(Single Job) / \$_____(Aggregate), subject to the usual underwriting criteria. In the past the below referenced surety has handled bonding requirements for this applicant in the amounts of \$_____(Single Job) / \$_____(Aggregate).

The undersigned agrees to notify the Pre-qualification Review Board, within a reasonable period of time, once the relationship between contractor/applicant and the stated surety should cease.

Please understand that any arrangement for surety credit is a matter between contractor/applicant and ourselves and we assume no liability to any third parties.

Name of Surety Company or Insurance Agency

By _____
Signature

As _____
Title

Name of the Applicant

By _____
Signature

As _____
Title

Address

Phone Number

Facsimile Number

PLEASE READ THIS LETTER CAREFULLY BEFORE SIGNING

