



**DATE:** June 25, 2024

**TO:** Darrel Pyle, City Manager

**FROM:** Joseph Hill, Streets Program Manager  
David Riesland, Transportation Engineer

**THROUGH:** Scott Sturtz, Interim Director of Public Works

**SUBJECT:** Approval of Contract K-2324-189 with Arroyo's Concrete LLC, for the installation of bollards for the Festival Streets Bollards project pavement preparation and appropriation of funds in the amount of \$26,825.00 from project TC0284 Account #50596688

**BACKGROUND:**

The Traffic Control Division has long supported the Norman and University of Oklahoma Police Departments in closing streets for football games, typically using Type III barricades, which have proven inconvenient for staff and pedestrians. To address this, staff began discussions with the Business and Community Affairs (BACA) Committee. The BACA Committee proposed using bollards as an alternative to facilitate easier pedestrian access while maintaining vehicular restrictions. The BACA Committee favored retractable bollards over removable ones due to their ease of deployment and enhanced safety features. The installation process involves various steps, including utility assessment, concrete strip addition, and the boring of holes for bollard placement.

A pilot project in Campus Corner began in June of 2023, encompassing both bollard procurement and street preparation. To-date, the bollards have been secured, the concrete strips have been added, and the utility assessment has been completed.

**DISCUSSION:**

On May 28, 2024, staff sent out a solicitation for quotes to several contractors for the installation of the bollards. The solicitation is attached to this memo. Three (3) quotes were received with Arroyos offering the lowest quote at \$925 per bollard for a total of \$26,825.00.

If approved, the contractor will begin work immediately. A drop-dead date of July 29, 2024 was set for the completion of this project.

The contract, a map of the locations, and specifications for the selected bollards are attached.

**RECOMMENDATION NO. 1:**

Staff recommends approval of Contract K-2324-189 in the amount of \$26,825.00 for the installation of 29 bollards for the Festival Streets Bollards Project from project No. TC0284 Account #50596688

ACCEPTED BY:   
Darrel Pyle, City Manager

DATE: 6-25-24

## CERTIFICATE OF NONDISCRIMINATION

In connection with the performance of work under this contract, the Contractor agrees as follows:

- A. The contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. The Contractor shall take affirmative action to ensure that employees are treated without regard to their race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor and Subcontractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions in this section.
- B. In the event of the Contractor's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City Council. The Contractor may be declared by the City Council ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.
- C. The Contractor agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

I have read the above stated clauses and agree to abide by their requirements.

Emilio Arroyo  
Contractor

ATTEST:

\_\_\_\_\_  
Name and Title

**"FALSE INFORMATION AFFIDAVIT"**

STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF OKLAHOMA )

Veronica Arroyo of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of Arroyo's Concrete LLC to submit the above Contract to the City of Norman, Oklahoma.

This affidavit further states that neither the bidding company nor any other company, owned or previously owned by anyone who is in an ownership or managerial capacity with the bidding company has ever knowingly submitted false information to the City.

Emilio Arroyo

Contractor

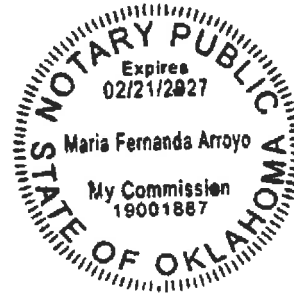
Subscribed and sworn to before me this 12th day of JUNE, 202024

Maria Fernanda Arroyo

Notary Public

My Commission Expires:

02/21/2027



## CONTRACT

THIS CONTRACT made and entered into this 25<sup>th</sup> day of June, 2024 by and between ARROYO'S CONCRETE, LLC as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

### WITNESSETH

WHEREAS, the CITY has caused to be prepared in accordance with law, specifications, and other solicitation materials for the work hereinafter described and has approved and adopted all of said solicitation materials, and has submitted notice of solicitation for bids or proposals, and has received sealed proposals for the furnishing of all labor and materials for the following projects:

### CAMPUS CORNER BOLLARD PROJECT

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the CONTRACTOR in response to said notice of solicitation for bids or proposals, has submitted to the CITY in the manner and at the time specified, a proposal in accordance with the terms of this Contract; and,

WHEREAS, the CITY, in the manner provided by law, has opened, examined, and canvassed the proposals submitted and has determined and declared the above-named CONTRACTOR to be the lowest and best "bidder" in response to the solicitation for proposals on the above-prepared project, and has duly awarded this CONTRACT to said CONTRACTOR, for the sum named in the proposal, to wit:

(WRITTEN) TWENTY-SIX THOUSAND EIGHT HUNDRED TWENTY-FIVE 00/100 (DOLLARS):

(NUMERALS) (\$ 26,825.00 ).

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

1) The CONTRACTOR shall, in a good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and the following CONTRACT Documents: The notice of solicitation for bids or proposals, the solicitation materials, the Construction Drawings, Specifications, Provisions, and Bonds thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.

2) The CITY shall make payments as stipulated in the contract documents to the CONTRACTOR in the following manner: On or about the first day of each month, the project engineer, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project engineer, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Contract No. K-2324-189

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 62, Section 310.9.

On completion of the work, but prior to the acceptance thereof by the CITY, it shall be the duty of the project engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations, said official shall make his final certificate to the CITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainages) will be approved and paid.

3) It is further agreed that the CONTRACTOR will commence said work within 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously. Any suspension of work must be approved by the engineer or the engineer's representative. The contract period is as follows:

**CAMPUS CORNER BOLLARD PROJECT**

A. Contract Expires on July 29, 2024

4) That the CITY shall pay the CONTRACTOR for the work performed as follows:

- a. Payment for unit price items shall be at the unit price bid or proposal for actual construction quantities.
- b. Construction items specified but not included as solicitation materials shall be considered incidental and shall not be paid for directly, but shall be included in the contract price for any or all of the pay quantities. Should any defective work or materials be discovered or should a reasonable doubt rise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.

And that the CONTRACTOR'S bid/proposal is hereby made a part of this Agreement.

5) The amount of retainage with respect to progress payments will be 5%, or as otherwise allowed by law or determined by the Norman City Council, as applicable.

6) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the CITY; and that in the event any additional are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

7) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the CITY, the CONTRACTOR shall be compensated therefore at the unit price and as agreed to by both parties in the execution of the Change Order.

8) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind, and all work and materials shall be subject to rejection by the CITY through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefore by the CITY.

9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR further agrees to pay liquidated damages, as stipulated in the contract document and the General Conditions included in the City of Norman Standard Specifications and Construction Drawings, for each calendar day thereafter.

10) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the CITY prior to issuance of the Work Order and commencement of work on the project. The CONTRACTOR shall provide written documentation from the Maintenance Bond Company that all work, including Change Orders, is covered by the Maintenance Bond before final acceptance of the project.

11) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four (4) duplicate originals, the day and year first above written.

12) To that end, no provision of this CONTRACT or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the CITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the CITY or in any way to restrict the freedom of the third person to the CITY or in any way to restrict the freedom of the CITY to exercise full discretion in its dealing with the Contractor.

13) The sworn, notarized statement below must be signed and notarized before this Contract will become effective.

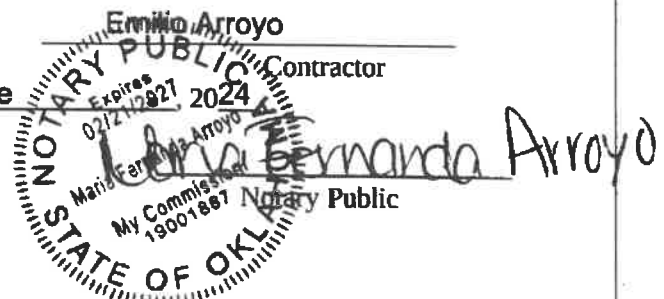
STATE OF Oklahoma )

) ss:

COUNTY OF OKLAHOMA )

Veronica Arroyo of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by CONTRACTOR to submit the above CONTRACT to the CITY. Affidavit further states that CONTRACTOR has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the CITY any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.

Subscribed and sworn to before me this 12th day of June



IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 12<sup>th</sup> day of June 2024, and the 12<sup>th</sup> day of June, 2024.

(Corporate Seal) (where applicable)

ATTEST:  
Authorized Representative

Corporate Secretary (where applicable)

Principal

Signed: Vero Arroyo

Title: Manager

Address 1233 SW 41st ST, OKC, OK 73109

Telephone: 405-637-9818

CITY OF NORMAN:

Approved as to form and legality this 25 day of June 2024.

K. J. [Signature]  
City Attorney

Approved by the Council of the City of Norman, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

Brenda Hall  
City Clerk

[Signature]  
City Manager ~~Mayor~~

**CONTRACT AFFIDAVIT**

STATE OF Oklahoma )  
 ) ss:  
COUNTY OF Oklahoma )

Veronica Arroyo, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of Arroyo's Concrete LLC to submit the above Contract to the City of Norman, Oklahoma.

Affidavit further states that such firm has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

Emilio Arroyo

Contractor

Subscribed and sworn to before me this 12th day of June, 20 24.

Maria Fernanda Arroyo  
Notary Public

My Commission Expires:

02/21/2027

