

Invitation to Bid

Bridge #101 over Snake Creek – New Bridge Construction Mayes County, Oklahoma NBI No. 07190, County Bid No. BR101SNAKE

PROJECT DESCRIPTION: Mayes County will be accepting lump sum bids for the construction of a 30'-30'-30' precast span bridge over Snake Creek located on County Road NS4438, approximately 4.3 miles east of Locust Grove and 0.7 mile south of County Road EW0560. The existing bridge is a 48' concrete slab span bridge. The bridge will be replaced with 3-30' precast bridges. The county will be responsible for the roadway portion of the project as well as the removal of the existing structure. The contractor will be responsible for the construction of the bridge structure. This includes, but not limited to the excavation of footings, all formwork, labor, and equipment required to construct the footings and erect the precast bridge sections. The plans denote further the scope. It is anticipated that construction will begin within 14 days of notice of award; the project duration is 60 calendar days.

FUNDING: The project shall be funded entirely with County funds, and shall be governed by strict guidelines for use of funds.

BID OPENING DATE: The bids shall be opened, reviewed and possibly awarded on Monday, February 24th, 2014 at 9:00 A.M. at the Mayes County Courthouse during the Commissioners' regularly scheduled meeting. Bids shall be presented or filed until 8:00 A.M. on that date at the Mayes County Clerk's office. All bids must be in a sealed envelope clearly marked with the Project Title, Bid Number, Name and Address of the Bidder, and License Number, if applicable, on the outside.

PLANS AND SPECIFICATIONS: Bid packages are available at the Office of the Clerk of Mayes County, One Court Place, Suite 140, Pryor, OK 74361 between the hours of 8:00 A.M. and 5:00 P.M. Monday, January 21st, 2014 through Friday, February 21st, 2014, at a cost of \$30.00 (non-refundable). Electronic copies of the documents may be obtained at no cost by emailing tmayescc@yahoo.com until 4:00 P.M. on Friday, February 21st, 2014.

Each bid shall be accompanied by a Certified or Cashier's Check or Bid Bond equal to 5% of the bid, made payable to the County Clerk of Mayes County, Oklahoma as proposal guaranty. Checks or bid bonds for unsuccessful bidders shall be returned after bid opening. The owner reserves the right to keep any or all bids open for fourteen days after the bid opening. All bids must be accompanied by a Non-Collusion Affidavit as well. Upon award of bid, the successful bidder must have Worker's Compensation on all applicable employees and must provide verification of same. In addition, for bids in excess of \$25,000, performance, statutory, and maintenance bonds acceptable to the County and in conformance with the requirements of the proposed contract documents will be required. The performance, statutory, and maintenance bonds shall be for one hundred percent (100%) of the contract price.

NOTICE OF IMPORTANT MEETING: A mandatory pre-bid conference shall be held at the bridge site at 1:30 P.M., Tuesday, February 4th, 2014. Attendance of bidders is required in order to clarify various aspects and details of the project prior to bidders formulating project bid quotes.

Engineering plan questions shall be directed to:

Aaron Peck, P.E.
Guy Engineering Services, Inc.
10759 E. Admiral Place
Tulsa, OK 74116
918-437-0282 - phone
918-437-0455 - fax

No further questions will be accepted after February 18th, 2014.

Non-engineering plan questions shall be directed to:

Ryan Ball, Commissioner
Mayes County, District 3
One Court Place, Suite 140
Pryor, OK 74361
918-434-5743 – phone
918-434-6743 – fax

The Board of County Commissioners will review all bids submitted and select the bid that best meets or exceeds the required minimum specifications. The Board reserves the right to reject any and all bids.

Bonnie Kerr, Purchasing Agent

Brittney True-Howard, County Clerk

Non-Collusion Affidavit

STATE OF OKLAHOMA)
) 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 bidder has not been a part 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 State, County, or 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 bidder and any State, County, or 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:

Bid Items and Form

Amount in words has precedence

	QUANTITY	UNIT	UNIT PRICE	EXTENSION
GROUP 0200: BRIDGE ITEMS				
202(C) 0182 ROCK EXCAVATION	17.00	CY		
Unit price in words:				
501(B) 1307 SUBSTRUCTURE EXCAVATION COMMON	147.00	CY		
Unit price in words:				
501(F) 6352 GRANULAR BACKFILL	62.00	CY		
Unit price in words:				
509(B) 1328 CLASS A CONCRETE, INSTALLATION ONLY	166.00	CY		
Unit price in words:				
511(A) 1332 REINFORCING STEEL, INSTALLATION ONLY	8,201.00	LB		
Unit price in words:				
613(H) 6204 6" PERFORATED PIPE UNDERDRAIN ROUND	136.00	LF		
Unit price in words:				
613(I) 6207 6" NON-PERF. PIPE UNDERDAIN RND.	40.00	LF		
Unit price in words:				
SPECIAL INSTALLATION OF PRECAST CULVERT	1.00	LSUM		
Unit price in words:				
GROUP 0300: TRAFFIC ITEMS				
623(A) 0932 BEAM GUARDRAIL W-BEAM SINGLE	200.00	LF		
Unit price in words:				
GROUP 0600: STAKING ITEMS				
642(B) 0096 CONSTRUCTION STAKING LEVEL II	1.00	LSUM		
Unit price in words:				

Bid Items and Form

Amount in words has precedence

	QUANTITY	UNIT	UNIT PRICE	EXTENSION
GROUP 0640: CONSTRUCTION ITEMS				
220 2800 SWPPP DOCUMENTATION AND MANAGEMENT	1.00	LSUM		
Unit price in words:				
641 1399 MOBILIZATION	1.00	LSUM		
Unit price in words:				

LUMP SUM BID TOTAL

1. The board of County Commissioners reserves the right to reject any and all bids, to waive irregularities or award the contract in the best interest of Mayes County, Oklahoma.
2. Unit prices will be guaranteed correct by the bidder.
3. All material shall meet the 2009 Oklahoma Department of Transportation standard specifications for highway construction.
4. The Bidder proposes that he can complete the project within sixty (60) calendar days after the date when the contract time commences to run. The bidder further agrees to complete those items of work identified at the final inspection as incomplete or defective with thirty (30) calendar days after the date of final inspection.
5. The Bidder is required to check all dimensions and quantities on the plans and schedules and shall notify the Engineer of any discrepancy between the plans and the conditions on the ground, or any error or omissions in the plans, or in the layout as given by stakes, points, or instructions, which he may discover in the course of the work. The Contractor will not be allowed to take advantage of any error or omission in the plans or contract documents, as full instructions will be furnished by the Engineer should error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

Bid Items and Form

DATED THIS ____ DAY OF _____, 20 ____.

RESPECTFULLY SUBMITTED,

(complete legal name of bidder)

BY:

ATTEST:

(SEAL)

Signature

Printed Name

Title

Street Address

City, State, Zip

Email Address

Phone Number

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto MAYES COUNTY, OKLAHOMA, as OWNER, in the penal sum of _____ Dollars (\$ _____) lawful money for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this ____ day of _____, 20____.

The Condition of the above obligation is such that whereas the Principal has submitted to Mayes County, a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the purpose of

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NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver an agreement in the Form of Agreement attached hereto (properly completed in accordance with said BID) and shall furnish BONDS for this faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation should be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

*5% of said Bid

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

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

(Principal)

(Surety)

By: _____

Important - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____, (hereinafter called the "PRINCIPAL"), duly authorized by the law to do business as a construction contractor in the State of Oklahoma; and _____(hereinafter called the "Surety"), a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Oklahoma, as Surety, are hereby held and firmly bound unto Mayes County, Oklahoma, (hereinafter called "OWNER"), in the penal sum of _____ Dollars (\$_____) in lawful money of the United States of America, said sum being equal to one hundred percent (100%) of the contract price, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents, as follows:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, WHEREAS, the PRINCIPAL has on the ___ day of _____, 20___, entered into a written contract with Mayes County, Oklahoma, for furnishing all materials, labor, tools, equipment, and transportation necessary for:

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NOW, THEREFORE, if said PRINCIPAL shall well and truly perform and complete said project in accordance with Invitation to Bid, Bid Form, Plans and Specifications, and related documents; shall comply with all requirements of the laws of the State of Oklahoma; and shall defend, indemnify and save harmless said Owner against any and all damages, claims, demands, expenses, costs and charges of every kind, including patent infringement claims arising out of or in relation to the performance of said work and the provisions of said Contract, then these presents shall be void; otherwise, they shall remain in full force and effect.

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

IN TESTIMONY WHEREOF, the parties hereunto have caused the execution hereof in five (5) original counterparts as of the ___ day of _____, 20___.

PRINCIPAL:

(SEAL)

BY: _____
TITLE

ATTEST:

BY: _____
TITLE:

SURETY:

(SEAL)

BY: _____
TITLE

Address for giving notices:

Phone No. _____

License No. _____

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

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

DATED this _____ day of _____, 20 ____.

This condition of this obligation is such that:

WHEREAS, said Principal entered into a Contract for the construction of

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all in compliance with the plans and specifications therefor, made a part of said Contract and on file in the office of the Owner.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the Owner all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of one (1) year from and after acceptance of said project by the Owner 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 Owner harmless from all damages, loss, and expense occasioned by or resulting from any failure whatsoever of said 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 said 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, the said 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 said 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.

(SEAL)

ATTEST:

BY: _____
TITLE: _____

Address for giving notices:

Phone No. _____
License No. _____

PRINCIPAL:

BY: _____
TITLE _____

SURETY:

BY: _____
TITLE _____

(SEAL)