

GRADY COUNTY, OKLAHOMA
BOARD OF COUNTY COMMISSIONERS

SPECIFICATIONS & SPECIAL
PROVISIONS

FOR

BRIDGE 1021, GREGORY ROAD

Prepared By:



4555 W Memorial Rd.
Oklahoma City, OK 73142




Aaron Finley, P.E. No. 24264

Approved By:

GRADY COUNTY COMMISSIONERS


MIKE WALKER


KIRK PAINTER


RALPH BEARD

Grady County Commissioners

District 1 - Michael Walker - 405-381-3272
Tuttle, Ok. 73089

District 2 - Kirk L. Painter - 405-224-2184
Chickasha, Ok. 73018

District 3 - Ralph Beard - 580-476-3577
Rush Springs, Ok. 73082

County Commissioners Office ~ 326 West Choctaw ~ Chickasha, Ok. 73018
Phone 405- 224-5211 ~ Fax 405- 222-1053

NOTICE OF BID

NOTICE IS HERBY GIVEN THAT THE GRADY COUNTY BOARD OF COUNTY COMMISSIONERS WILL ON THE 8TH DAY OF JUNE, 2020 UP UNTIL THE HOUR OF 9:00 O'CLOCK A.M. ON SAID DAY IN THE COUNTY CLERKS OFFICE IN CHICKASHA, OKLAHOMA, RECEIVE SEALED BIDS (BID PLACED IN A SEALED ENVELOPE WITHIN A SEALED ENVELOPE) ON THE FOLLOWING:

Bridge 1021, Gregory Road Project for District 1

SPECIFICATION FORMS MAY BE OBTAINED FROM THE OFFICE OF THE COUNTY CLERK. THE BOARD OF COUNTY COMMISSIONERS RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, TO WAIVE ANY IRREGULARITIES OR AWARD THE CONTRACT IN THE BEST INTEREST OF GRADY COUNTY, OKLAHOMA

DATED THIS 11TH DAY OF MAY, 2020

Attest:

Jill Locke
County Clerk - Jill Locke

Ralph Beard
Chairman - Ralph Beard

Kirk L. Painter
Vice Chairman - Kirk L. Painter

Michael Walker
Member - Michael Walker



TERMS AND CONDITIONS

1. Sealed bids will be opened in the Commissioners' Board Room in the Grady County Courthouse, at the time and date shown on the notice to bid.
3. Late bids will not be considered.
4. Unit prices will be guaranteed correct by the bidder.
5. Firm prices will be F.O.B. destination, including all shipping, handling by vendor.
6. This Bid is submitted as a legal offer and any bid when accepted by Grady County will constitute a firm price.
7. Oklahoma laws require each bidder submitting a bid for goods or services to furnish a notarized sworn statement of non-collusion and non-conviction affidavit, notarized and returned along with the Bid. Forms are supplied in bid packet.
8. Bids prices will be firm until 60 days following the bid opening.
9. Bids must be received by the Grady County Clerk's office, Attn: Sydney Richardson, PO Box 1009, Chickasha, Oklahoma 73023, **in a sealed envelope** (one bid per envelope) **marked "SEALED BID BRIDGE 1021, GREGORY ROAD," on the outside of the envelope** before Monday, 9:00 A.M. on the 8th day of June, 2020.
10. The Board of Grady County Commissioners reserves the right to reject any and all bids without assigning reason thereof.

I, undersigned, of lawful age, being first duly sworn on oath say that he (she) has read and understood the above "Terms & Conditions".

AFFIDAVIT: I, the undersigned of lawful age, being first duly sworn on oath say that he (she) is the agent authorized by the bidder to submit the above bid. Affiant further state that the bidder has not been a party authorized by the bidder to submit the above bid. Affinity 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 state 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 state official concerning exchange of money or other things of value for special consideration in the letting of any contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or Donate to any officer or employee of the State of Oklahoma (or other entity) any money or other thing of value, either directly or indirectly in the procuring of the award of contract pursuant to this bid.

Subscribed and sworn before this _____ day
 Of _____, 20____
 My commission expires _____
 _____ NOTARY
 PUBLIC (CLERK OR JUDGE) ADDRESS:

FIRM: _____
 NAME: _____
 SIGNATURE: _____
 TITLE: _____

 CITY, STATE, ZIP
 PHONE: _____
 FAX: _____

THIS BID WILL NOT BE CONSIDERED UNLESS THIS FORM HAS BEEN FULLY COMPLETED AND SIGNED BY THE BIDDER, AND NOTARIZED, DATED AND COMPLETED BY THE NOTARY PUBLIC

INFORMATION FOR BIDDERS

BIDS will be received by Grady County, (herein called the "OWNER"), by Sydney Richardson – Grady County Clerk's Office, PO Box 1009, Chickasha, Oklahoma 73023, until **9:00 A.M. CST, June 8, 2020**. Bids will be publicly opened and read aloud in the Grady County Commissioners' Board Room, Grady County Courthouse during the County Commissioners' Board Meeting, which begins at 9:00 A.M. CST, June 8, 2020.

Each BID must be submitted in a sealed envelope at the Grady County Clerk's Office. Each sealed envelope containing a BID must be plainly marked "SEALED BID BRIDGE 1021, GREGORY ROAD" on the outside. The envelope should bear on the outside the name of the BIDDER and his address. If forwarded by mail, the sealed envelope containing BID must be enclosed in another envelope addressed to the OWNER.

All BIDS must be made on the required BID form. Blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The OWNER reserves the right to execute an Agreement with one BIDDER for both BID "A" and BID "B", or to execute agreements with two separate BIDDERS for BID "A" and BID "B."

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. Unit prices will be guaranteed correct by the BIDDER, and BID prices are to remain firm. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of this contract.

Each BID including a Labor BID (BID "B") must be accompanied by a BID bond payable to the OWNER for five percent of the total amount of the Labor BID (BID "B") plus alternates. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and performance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A performance BOND, a statutory BOND, and a maintenance BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND within ten (10) calendar days from the date when the NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary

Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable performance BOND, payment BOND, and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and the CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest and/or best responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

End of Section

INSTRUCTIONS TO BIDDERS: COMPLETION OF THE DETAILED BID FORM

“Bid A: Steel Material” is the lump sum bid to provide the planned quantity of materials listed in the table on sheets BP 3 and BP 4, exclusive of labor.

“Bid B: Labor & Non-Steel Material” is the lump sum bid to provide all labor necessary to construct the project as indicated in the plans and specifications, as well as the plan quantity of materials as listed in the table on sheet BP 4. (These materials are included with the Labor bid as opposed to the Material bid to enable steel vendors to bid on materials.)

A vendor may choose to submit a bid for both Bids A and B, for Bid A only, or for Bid B only.

Some material quantities have the potential for minor over-runs during construction. These items are identified on BP 3 and BP 4 as the items for which the “Unit Price” column is blacked out.

For these items, it is recognized that small material quantities provided after the initial delivery may be more costly to provide (for example, delivering an additional 100 lbs of reinforcing steel may cost more per pound than delivering the first 7,140 lbs). The “Unit Price for Mat'l Over Plan Qty” should reflect the UNIT price for which additional materials will be provided if planned quantities are insufficient. However, the contractor will not be compensated for additional materials until he provides proof that the original plan quantity of the item(s) for which he is seeking additional compensation has already been provided.

Some material quantities will be paid according to the plan quantity only (for example, under no circumstances will payment be made for more than five W24x76 beams). These items are identified on BP 3 and BP 4 as the items for which the “Unit Price for Mat'l over Plan Qty” column is blacked out. The “Unit Price” entered should simply reflect the UNIT price bid for the item (for example, the price bid for 1 of the 5 W24x76 beams).