

GARVIN COUNTY, OKLAHOMA
GARVIN COUNTY PURCHASING OFFICE

201 W. Grant, Room 10
P.O. BOX 926
PAULS VALLEY, OKLAHOMA 73075
(405) 238-2843

DATE OF INVITATION: JULY 12, 2023

INVITATION TO BID: TRIB TO CHEROKEE SANDY CREEK BRIDGE CONSTRUCTION

Please review terms and conditions on second page relating to submission of this bid.
Notarized Affidavit completions and Signature required on the second page.

BIDS MUST BE SUBMITTED ON FORMS PROVIDED.

BID NUMBER

#01

BID CLOSING DATE AND HOUR

Monday, August 7th, 2023 at 10:30AM


TERMS

DATE OF DELIVERY

A Performance Bond for the period of the contract project, including a one (1) year maintenance and work performance bond. Certificates with dates and amount must be provided to Garvin County no later than 15 workdays from the date of award of the term contract.

Provide Worker Compensation in accordance with the laws of the State of Oklahoma

General Liability Insurance Verification equal to County's policy with Garvin County Board of County Commissioners named as an additional primary insured.

 If a mailer service envelope is used such as Fed Ex, UPS etc, put reference to Bid Number on the outside of the mailer envelope.

THE PURCHASING AGENT FOR GARVIN COUNTY WILL ACCEPT SEALED BIDS FOR TRIB TO CHEROKEE SANDY CREEK BRIDGE CONSTRUCTION , GARVIN COUNTY COMMISSIONER DISTRICT 3, MIKE GOLLIHARE, 580-759-2362. SPECIFICATIONS ARE ATTACHED. SEND BIDS TO THE GARVIN COUNTY PURCHASING AGENT, P.O. BOX 926, PAULS VALLEY, OKLAHOMA 73075. THE BOARD OF GARVIN COUNTY COMMISSIONERS RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

VENDOR NAME: _____

CONTACT NAME: _____

SIGNATURE: _____

VENDOR ADDRESS: _____

PHONE: _____

EMAIL: _____

TERMS & CONDITIONS

- 1. Sealed bids will be opened in the Board of County Commissioners Meeting, Commissioner's Conference Room, Pauls Valley, Oklahoma at the time and date shown on the Invitation to bid form.
- 2. **Late bids will not be considered. Bids must be received in sealed envelopes with bid number and closing date written on the outside of the envelope.**
- 3. Unit prices will be guaranteed correct by the bidder.
- 4. Firm prices will be F.O.B. destination.
- 5. Purchases by Garvin County, Oklahoma are not subject to state or federal taxes.
- 6. This bid is submitted as a legal offer and any bid when accepted by the County constitutes a firm contract.
- 7. Oklahoma law requires each bidder submitting a bid to a county for goods or services to furnish a notarized sworn statement of non-collusion. A form is supplied below.
- 8. Bids will be firm until _____ . (Date)

AFFIDAVIT

I, the undersigned, of lawful age, being first duly sworn on oath that he/she is the agent authorized by the bidder to submit the above bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition 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 a 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 any other entity) any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Firm _____

Signed by _____ Title _____

Address: _____

City: _____ State: _____

Phone: _____ Zip: _____

Subscribed and sworn before this _____ day of _____ 20____.

My commission expires: _____

(Seal)

Notary Public

AFFIDAVIT OF NON-CONVICTION

STATE OF OKLAHOMA)
) SS
COUNTY OF GARVIN)

Pursuant to Senate Bill 2, 1st Extraordinary Session of the 38th Legislature, this affidavit is hereby submit:

_____, of lawful age, being firstly duly sworn, on oath says, that (s) he is the agent authorized by the bidder, _____ whose principal place of business is located at

_____ to submit the attached bid. Affiant further states that neither (s)he nor the bidder, nor any officer or employee of the bidder has been convicted of, pled guilty to, or signed an agreement to plead guilty to a felony involving fraud, bribery, corruption, or tax evasion.

Subscribed and sworn before the _____ day
of _____ 20_____ (SEAL)
My commission expires _____

NOTARY PUBLIC (CLERK OR JUDGE)

FIRM:	
NAME:	
SIGNATURE:	
TITLE:	
ADDRESS:	
PHONE:	
CITY:	
ZIP:	
STATE:	

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.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF OKLAHOMA)
) SS
 COUNTY OF GARVIN)

_____, 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 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 COUNTY 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 COUNTY OFFICIAL CONCERNING EXCHANGE OF MONEY OR OTHER THING OF VALUE FOR SPECIAL CONSIDERATION IN THE LETTING OF A CONTRACT.

BIDDER:

SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____,
 20____.

 NOTARY PUBLIC (OR CLERK OR JUDGE)

MY COMMISSION EXPIRES: _____

NOTE: EACH COMPETITIVE BID SUBMITTED TO A COUNTY, SCHOOL DISTRICT, OR MUNICIPALITY MUST BE ACCOMPANIED WITH THE ABOVE AFFIDAVIT AS REQUIRED BY 61 Okl. St. Ann. §138.

INFORMATION FOR BIDDERS

BIDS will be received by Garvin County, (herein called the "OWNER"), by Trina Chandler – Garvin County Clerk's Office, 201 W. Grant Ave., Pauls Valley, Oklahoma 73075, until 10:30 A.M. CST, August 7, 2023. Bids will be publicly opened and read aloud in the 1st Floor Conference Room, Garvin County Courthouse during the County Commissioners' Board Meeting, which begins at 10:30 A.M. CST, August 7, 2023.

Each BID must be submitted in a sealed envelope at the Garvin County Clerk's Office. Each sealed envelope containing a BID must be plainly marked "SEALED BID TRIB. TO CHEROKEE SANDY CREEK" 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

SPECIAL PROVISIONS

1. Contractor shall carry commercial general liability insurance with the following minimum coverage:

General Aggregate Limit	\$2,000,000.00
Products-Completed Operations Aggregate Limit	\$2,000,000.00
Personal and Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
Fire Damage Limit (Any one fire)	\$50,000.00
Medical Expense Limit (Any one person)	\$5,000.00

2. Jobsite Rules and Regulations
 - a.) Insurance: A certificate of insurance acceptable to the Owner shall be provided prior to the start of any work.
 - b.) The Contractor must provide restroom facilities for their employees.
 - c.) Digging: The Contractor must locate and protect underground services.
3. Consideration of Bids:
 - a. Bids Properly submitted and timely received will be opened publicly and will be read aloud at the designated time and place.
 - b. Award of Contract shall be made within 30 days after opening the bids. The Owner shall have the right to reserve up to a 30-day extension.
 - c. All bids will be considered. The owner shall have the right to reject any or all bids.
4. Time of Completion: Work on this project shall commence within 60 calendar days from the date on which the work order/notice to proceed is issued, unless otherwise agreed upon in writing by the Contractor and the Owner. Work shall be completed on or before 90 calendar days from the time the work commences.

INSTRUCTIONS TO BIDDERS: COMPLETION OF THE DETAILED BID FORM

“Bid A: Steel Material” on BP1 is the lump sum bid to provide the planned quantity of materials listed in the table on sheet BP 2, exclusive of labor.

“Bid B: Labor & Non-Steel Material” on BP1 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 3. (These materials are included with the Labor bid as opposed to the Material bid to enable steel vendors to bid on materials.)

“Optional Bid Items (Pilot Holes)” on BP1 is the lump sum bid to drill and backfill 12 pilot holes for the abutment piles. Pilot holes are listed as “optional” because they are not anticipated and will only be paid for if rock prevents 20 feet of pile from being driven below ground line (see plan note).

Some material quantities have the potential for minor over-runs during construction. For these items, please enter the UNIT price for which ADDITIONAL materials will be provided if planned quantities are insufficient. 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 5,243 lb).

If the “Unit Price...” square is blacked out for an item, there is no potential for over-run and no unit price need be entered (for example, under no circumstances will payment be made for more bridge beams than the planned quantity).

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.

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

DUE TO THE STRUCTURE EXPLAINED ABOVE, MULTIPLYING QUANTITIES BY UNIT PRICES IN THE TABLES ON BP4 AND BP5 DOES NOT NECESSARILY YIELD THE FIGURES ENTERED FOR BID A AND BID B ON BP3.

All bidders submitting a bid for Bid “B” must be in attendance at the Mandatory Pre-Bid Meeting, to be held on July 20 at 2:00 p.m. Please meet at the District 3 County Barn, at 50270 ECR 1520, Stratford, OK. Bidders submitting a bid for Bid “A” are encouraged to attend.

TRIB. TO CHEROKEE SANDY CREEK

Bid A: Steel Material \$ _____

Bid B: Labor and Non-Steel Material \$ _____

Total (if Bidding both A & B) \$ _____

Optional Bid Items (Pilot Holes) \$ _____

PLEASE INCLUDE THIS SHEET AS THE FIRST SHEET IN YOUR SUBMITTAL.

DETAILED BID FORM ITEMS

See Instructions to Bidders for additional information.

**TRIB. TO CHEROKEE SANDY CREEK BID "A" PAY ITEMS:
STEEL MATERIAL ONLY, NO LABOR**

Description	Unit	Plan Quantity	Unit Price for Mat'l Over Plan Qty.
40' W24x55 Beams	EA	6.0	
HP10x42 Piles	LF	1,136.0	\$
10 Gauge Galv. Sheet Piling	SY	144.0	\$
1.3C24 Galv. Deck Forms	SF	959.0	\$
W6x20 Posts	LF	100.0	
4 3/4" x 1/2" x 8 7/8" Stiffener Plates	EA	24.0	
5/8" Dia. x 6" Studs	EA	134.0	\$
C10x20 Headers	LF	60.0	\$
C5x9 Channel	LF	80.0	\$
C8x11.5	LF	220.0	\$
C15x33.9 Wing Caps	LF	60.0	\$
3"x3"x1/4" Angle	LF	560.0	\$
6"x4"x5/16" Angle	LF	60.0	\$
Reinforcing Steel	LB	5,243.0	\$
W-Beam Guard Rail	LF	250.0	
Guard Rail Anchor Units (Turn Downs)	EA	4.0	

**TRIB. TO CHEROKEE SANDY CREEK BID "B" PAY ITEMS:
LABOR AND NON-STEEL MATERIAL**

Description	Unit	Plan Quantity	Unit Price for Mat'l Over Plan Qty.
Class AA Concrete	CY	28.0	\$
HP 10x42 Piles, Driven ¹	LF	1,136.0	\$
HP 10x42 Piles, Spliced ²	EA	12.0	\$
Project Labor	LSUM	1.0	

¹Price bid per foot for *labor only* to drive additional H-piles if estimated plan quantity is insufficient.

²Price bid per each for *labor only* to splice additional H-piles if necessary.

TRIB. TO CHEROKEE SANDY CREEK OPTIONAL BID ITEMS

Description	Unit	Plan Quantity	Total Bid Price
PILOT HOLE ¹	EA	12.0	\$

¹Pilot holes shall only be drilled if rock is encountered which prevents driving piles a minimum of 20 ft. below ground line. Price bid for pilot holes includes concrete and granular backfill; see plan detail.