

Bid Documents for Micro Surface Maintenance Project 2018

Application within City of Ada



CONTENTS

Micro Surface Maintenance Project 2018 CITY OF ADA BID #18-55-17

	PAGE
Bid Notice _____	3-4
SECTION 1 – PROJECT SPECIFICATIONS _____	5
1.0 Scope of Services_____	5
1.1 Description of Work _____	5-6
1.2 Contractor’s Plan_____	6
1.4 Protection_____	6
1.5 Damages_____	6
1.6 Traffic_____	7-8
1.7 Pollution Controls_____	8
1.8 Construction Details_____	8
1.10 Statement of Qualifications_____	9
Aerial Exhibit _____	10-13
Non-Collusion Affidavit _____	14
Bidder’s Proposal Form _____	15
Contractor’s Affidavit _____	16
Contract for Services _____	17-20

CITY OF ADA, PURCHASING

512 North Stockton Street

Ada, Oklahoma 74820

580/436-8041 Fax 580/436-8044

BID NOTICE

02/08/18

Bid Proposal: 18-55-17

Item: Micro surface application to designated streets

Bid Due: March 6, 2018, 2:00 pm CST, City of Ada Purchasing Dept.,
512 N. Stockton St., Ada, OK 74820

Bid Opening: March 6, 2018, 2:30 pm SCT, City of Ada Annex Building,
210 W. 13th St, Ada, OK (West End Door)

Mailing Address: City of Ada - Purchasing 512 N. Stockton Ada, OK 74820

Published: Ada Evening News, February 10 & 17, 2018

NOTICE IS HEREBY GIVEN THAT:

The City of Ada, Oklahoma and its agencies/authorities herein called (BUYER) will receive **SEALED BIDS** as listed above at which time said bids will be opened and read aloud.

Complete plans, specifications, conditions, etc. and bidding information may be obtained from the City of Ada Purchasing Office, 512 N. Stockton, Ada, OK.

Pre-Bid Conference will be held on February 22, 2018, 10:30 am CT, at 210 West 13th Ada, OK (City Hall Annex West End Door) and on-site inspections will be conducted by interested bidders.

GENERAL CONDITIONS

01. Bidders must complete and submit bid on the provided bid documents. Duplication of bid documents is authorized.
02. Bids must be submitted in a sealed envelope clearly marked "**SEALED BID**" and bear the bid number, item, and bidder's name. Bids improperly marked, submitted, and/or received after the bid opening may be rejected unless lateness is due to other than the bidder's fault -- such as mail or delivery errors. **FAX bids are not acceptable.**

03. The BUYER is an Equal Opportunity Employer and purchases only from those that comply with applicable Equal Opportunity Provisions. Non-compliance will result in rejection of bids and/or breach of contract.
04. **The bid amount must be FOB -- Ada, OK and exclude all taxes.**
05. Unless so stated, bids will be evaluated by Life Cycle Cost and will be awarded on a "Best Buy" basis as determined by the BUYER.
06. Offer Period – 30 days after the bid opening unless so stated. Formal acceptance will be by receipt of a valid purchase order issued by the BUYER within the offer period.
07. **PAYMENT** -- Full payment will be made approximately 3 weeks AFTER receipt and acceptance of the goods/services and required documents.
08. The BUYER reserves the right to negotiate changes/alterations/quantities to the base bid with the low bidder.
09. The BUYER reserves the right to waive any informalities in the bidding process and/or reject all bids.
10. **Mistakes, Errors, Bid Withdrawal, or Adjustments.**
 Prior to bid opening, bidders may withdraw or alter their bids or submit adjustments or attachments provided the total bid amount is not revealed and it does not provide an unfair advantage to the bidder.
 B. After bid opening, only corrections of obvious errors will be accepted.
11. **Bond Requirements:**
 - A. All bidders must submit a 5 percent Bid Security (Bond, Letter of Credit, or Cashier's Check) to insure bidder can comply with the requirements of the bid documents. These bonds will be returned to the unsuccessful bidders upon awarding of this contract.
 - B. A Performance Bond equal to 100 percent of the contract amount shall be submitted with the contract within 10 days after official notification of acceptance of the offer.
 - C. A Statutory Bond equal to 100 percent of the contract amount shall be submitted with the contract within 10 days after official notification of acceptance of the offer.
 - D. A Maintenance Bond equal to 100 percent of the contract amount for a period of one (1) year shall be submitted within 10 days after official notification of acceptance of the offer.
12. **Insurance Requirements:** Within 10 work days of awarding of this contract, the successful bidder must:
 - A. Provide evidence of Workers' Compensation insurance per Oklahoma Statutes.
 - B. Provide evidence of \$1,000,000.00 Liability insurance naming the City of Ada as co-insured.

Conditions and Specifications
Micro Surfacing Application
Of Listed Streets

1.0 Scope of Services

The City is seeking a qualified and competent vendor to completely prepare street and apply micro surface material to Streets: **N. Johnston St.**(Cottage to 10th St), **Short St.** (Johnston to Oak.), **7th St.** (Broadway to Hickory), **3rd St.** (Oak to Hickory), **Tower Rd.** (Mississippi to Broadway) **Lonnie Abbott Industrial Blvd.** (R.R. Bridge/Overpass to Monte Vista), **L St.** (LAIB to A St.), **Monte Vista** (LAIB to Kirby), **Woodland** (Crown Point to Webb), **Collins Blvd.** (13th to Morrison), **Morrison Dr.** (15th to 17th) **18 St.** (Country Club to S.E. County) **S.E. County** (18th to Timber Terrace) **Bower Lane** (S.E. County to City Limits) **Ada, Oklahoma.**

The following information should be of assistance in developing a proposal. If you have any questions, please contact the Purchasing Director Pam Gibbs at 580-436-6300 ext-256.

Shown in the attached exhibit as:

N. Johnston St.(Cottage to 10th St), **Short St.** (Johnston to Oak.), **7th St.** (Broadway to Hickory), **3rd St.** (Oak to Hickory), **Tower Rd.** (Mississippi to Broadway) **Lonnie Abbott Industrial Blvd.** (R.R. Bridge/Overpass to Monte Vista), **L St.** (LAIB to A St.), **Monte Vista** (LAIB to Kirby), **Woodland** (Crown Point to Webb), **Collins Blvd.** (13th to Morrison), **Morrison Dr.** (15th to 17th) **18 St.** (Country Club to S.E. County) **S.E. County** (18th to Timber Terrace) **Bower Lane** (S.E. County to City Limits)approximately 110,165 SY

1.1 DESCRIPTION OF WORK

- 1.1.1 Contractor will provide necessary personnel and equipment to prepare, furnish and install Micro Surfacing in accordance with ODOT 404.01 Specifications.
- 1.1.2 Contractor will lay a single micro layer placed at a rate of 24#/SY(Composite)
- 1.1.3 Contractor will be responsible for any traffic control needed to complete the project.
- 1.1.4 Contractor will be responsible for any clean up following completion of project.
- 1.1.5 Contractor will be responsible for any damage done to adjacent property owners during construction.

1.1.6 The City of Ada will provide a sweeper, with operator to clean streets prior to Micro Surface application.

1.17 The project will be billed per square yard of actual area covered.

1.18 Contractor must provide one (1) week notice prior to starting project and a mutually agreed upon schedule

1.2 CONTRACTOR'S PLAN

1.2.1 Contractor shall include with their Bid, a brief description of how they plan to complete the project along with estimated time for completion.

1.3 PROTECTION

1.3.1 Provide passageways around the areas of work to ensure safe passage of persons in the area.

1.3.2 No part of the streets may be left in an unsafe condition. If any danger is imminent, the contractor shall rope off or place barricades around the area.

1.3.3 Protect existing trees and vegetation adjacent to the work areas. With written permission of the City, some vegetation may be removed to facilitate completion of the project.

1.4 DAMAGES

1.5.1 Should adjacent property be damaged in any manner, Contractor shall immediately contact: Office of the City Attorney at **580-436-6300**

1.5.2 Contractor shall promptly repair damages caused to adjacent facilities, property, streets, and sidewalks by project operations as directed by the City and at no cost to the City.

1.6 TRAFFIC

1.6.1 Conduct project operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.

1.6.2 Do not close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways, if required by governing regulations.

1.6.3 The contractor shall maintain traffic in the project areas to the satisfaction of the applicable local regulatory agencies, the local public agency, and the City. Unless otherwise specified within the Contract Documents, the Contractor must maintain pedestrian and vehicular traffic. It shall be the sole responsibility of the Contractor to keep the local regulatory agencies, (including but not limited to, the Police and Fire Departments) notified at least 72 hours in advance of changes in traffic patterns. The Contractor shall supply, install, maintain, adjust, move, relocate and store all signs, suitably lighted barricades, sidewalk sheds, traffic cones, warning lights and traffic delineators, as necessary to carry out the traffic routing plan and maintain vehicular and pedestrian traffic, to keep people, animals, and vehicles from work areas, obstacles, etc.

1.6.4 Signs shall be adequate from the regulation safety and convenience of traffic and pedestrians. The Contractor may be required to employ traffic control persons and take other such reasonable means or precautions or as required to prevent damage or injury of other property, and to minimize the liability to the public by his construction operations.

1.6.5 The Contractor shall observe and obey all local and state laws, ordinances, regulations, and permits in relation to the obstruction of a street, keeping passageways open and protecting pedestrians.

1.6.6 Suitably lighted barriers or barricades shall be furnished by the Contractor and put up and maintained at all times, during the night and daytime, around all open ditches, trenches, pedestrian walkways, excavations, or other work potentially dangerous to pedestrians. Such barricades shall be constructed of 2" x 8" rough lumber, securely supported and braced at least 3 feet high above the ground. Barricades shall be placed on all sides and throughout the entire length and of all open ditches, trenches, excavations, or other work, which must be barred to the general public. Barricades shall be properly painted to the satisfaction of the owner in order to retain a high degree of visibility to vehicular and pedestrian traffic.

1.6.7 Should the Contractor or his employees neglect to set out and maintain barricades or lights, as required in these specifications, the City immediately and without notice, may furnish, install, and maintain barricades or lights. The cost thereof shall be borne by the contractor and may be deducted from any amount due or to become due to the contractor under this contract.

1.6.8 The Contractor will be held responsible for any damages that the local public agency,

owner, their heirs or assigns may have to pay as consequence of the contractor's failure to protect the public from injury, and the same may be deducted from any payments that are due, or may become due, to the contractor under this contract.

1.6.9 Provide a traffic coordinator and flag persons as required by the local regulatory agencies.

1.7 POLLUTION CONTROLS

1.7.1 Use water sprinkling, temporary enclosures, and other suitable methods as necessary to limit the amount of dust and dirt rising and scattering in the air, to the lowest level of air pollution practical for the condition of work. Comply with the governing Clean Air regulations. Do not use water where it may create hazardous or objectionable conditions such as pollution, ice, or flooding.

1.7.2 Clean adjacent improvements including walks and streets of all dust, dirt and debris caused by operations, as directed by governing authorities. Return adjacent areas to condition existing prior to the start of the work.

1.8 CONSTRUCTION DETAILS

1.8.1 Furnish all materials, labor, equipment, services and incidentals to complete the proposed project.

1.8.2 Follow all technical specifications applicable to this project as prescribed by the Oklahoma Department of Transportation.

1.8.3 Quality Control, Sampling and Testing shall be in compliance with applicable specifications as set forth by the Oklahoma Department of Transportation.

1.10 STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your company's past performance on similar projects.

Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a proposal.

1. Number of years in business -

2. Number of personnel employed: Part time - _____ Full time- _____

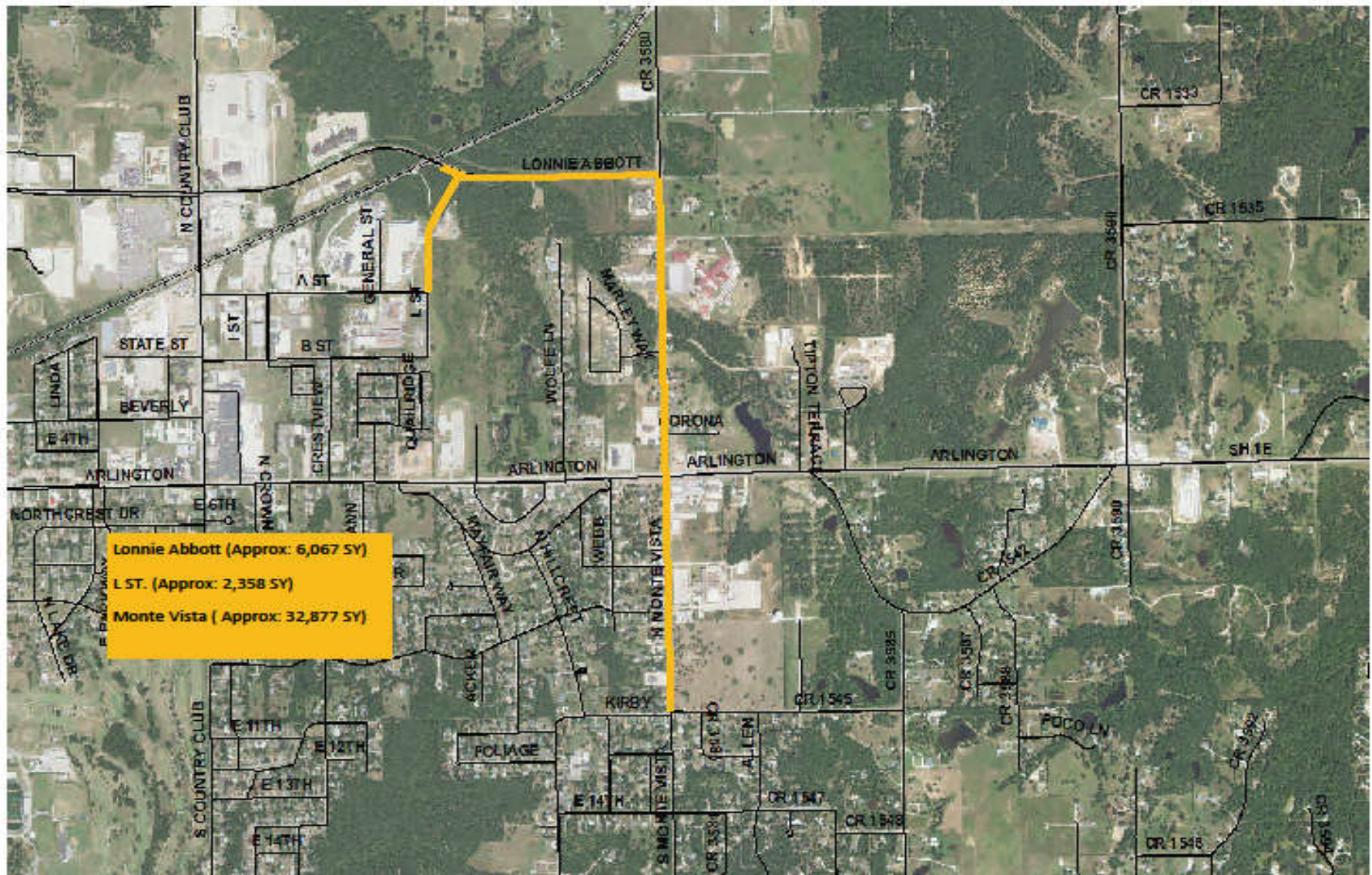
3. List three contracts of this type/size your firm has completed within the last three years:

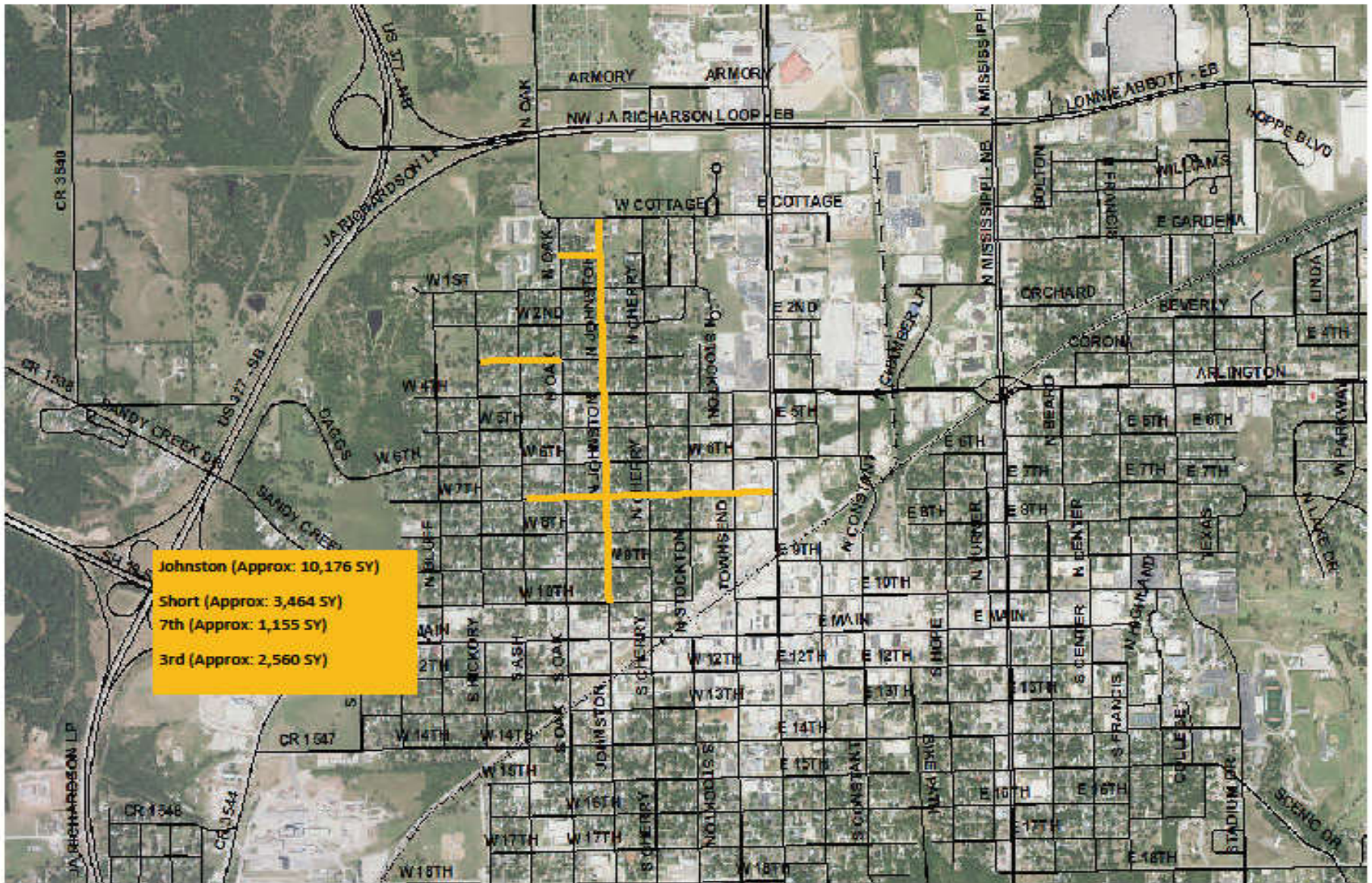
Project	Date	Contact Person	Phone No.
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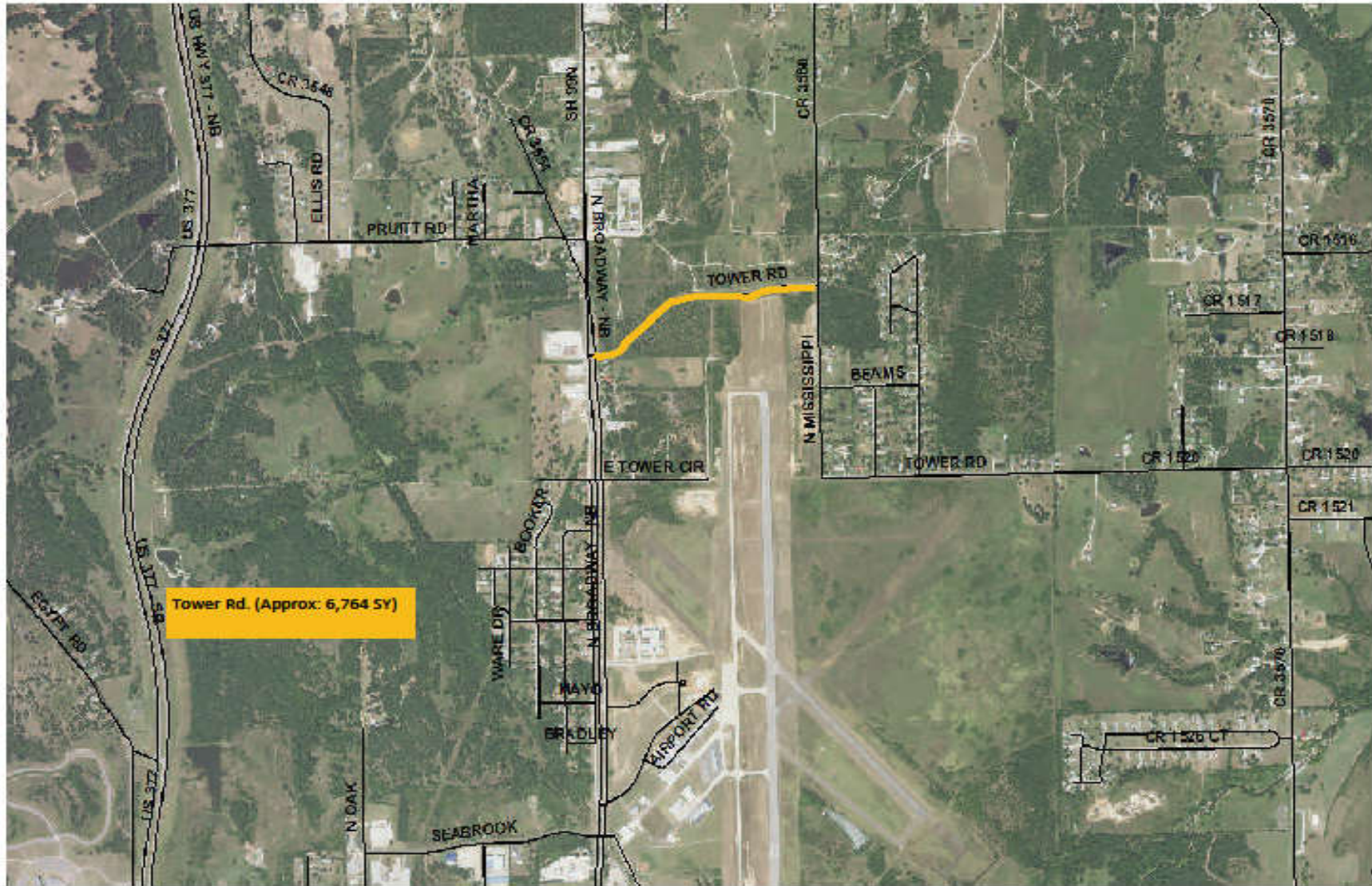
4. SUBCONTRACTORS: If subcontractors are to be used, please list firm name, address, name of Principal, and phone number below or on a separate sheet. Also indicate portion or section of work sub-contractor will be performing.

Company name	Address	Principal	Phone
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.

Additional information may be requested subsequent to your responding to this proposal request.







NON-COLLUSION AFFIDAVIT

The undersigned, of lawful age, being first duly sworn, on oath, says that (s)he is the bidder or bidder's authorized agent, and is authorized to submit this bid (offer). Affidavit further states that the bidder, or bidder's agent, has not been a party to any collusion among bidders in the restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or price in the prospective contract; or in any discussion between bidder and/or any BUYER officials concerning exchange of money or other things of value for special consideration on the letting of this bid.

BUSINESS RELATIONSHIP AFFIDAVIT

If none of the business relationships mentioned exist, affidavit should so state "NONE".

The undersigned, of lawful age, being first duly sworn, on oath says that (s)he is the bidder or bidder's authorized agent to submit this bid. Affidavit further states that the nature if any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this bid with any BUYER officials or employee is as follows:

Affidavit further states that any such business relationship presently in effect or which existed one (1) year prior to this bid between the bidder or officers or employees of the BUYER or other party to this bid is as follows.

Affidavit further states that the names of all persons having any such business relationship and the positions they hold with their respective companies or firms are as follows:

Firm: _____ Name: _____

Address: _____ Signature: _____

City/St/Zip: _____ Title: _____

Phone: _____ Date: _____

NOTARY

Subscribed and sworn before me this _____ day of _____, 20__

My notary expires _____. Notary: _____.

Commission no: _____

Note: Oklahoma state law requires a signed and notarized affidavit for payment of claims or invoices or \$25,000 or more.

Please sign, notarize, and return this affidavit to: City of Ada, Purchasing Department, 512 North Stockton, Ada, OK 74820. Failure to comply with this requirement will delay or prevent payment of your claim(s).

City of Ada
Contractor's Affidavit

State of _____)

SS

County of _____)

I, _____, of lawful age, being first duly sworn, on oath say that (s)he is the agent authorized by the Contractor to submit the attached contract to the City of Ada. Affiant further states that Contractor had not paid. Given or donated or agreed to pay, give, or donate to any officer or employee of the City of Ada any money or other thing of value, either directly or indirectly, in the procuring of this contract.

Firm Name (Contractor)

Signature and Title

Subscribed and Sworn to before me this ____ day of _____ 20__.

Notary Public (or Clerk or Judge)

My commission expires: _____

Note: This affidavit must accompany contract.

Contract for Services

This Agreement, and entered into this _____ day of _____, 2016, by and between the City of Ada, Oklahoma, a municipal corporation, herein called the “City” and _____, a corporation, herein called the “Contractor.”

Witnesseth:

Whereas, the City intends to micro surface certain streets in order to prolong street life and has entered into this agreement with Contractor to provide all necessary equipment, labor and materials necessary for the micro surface project. The streets to be micro surfaced are described as follows:

N. Johnston St.(Cottage to 10th St), **Short St.** (Johnston to Oak.), **7th St.** (Broadway to Hickory), **3rd St.** (Oak to Hickory), **Tower Rd.** (Mississippi to Broadway) **Lonnie Abbott Industrial Blvd.** (R.R. Bridge/Overpass to Monte Vista), **L St.** (LAIB to A St.), **Monte Vista** (LAIB to Kirby), **Woodland** (Crown Point to Webb), **Collins Blvd.** (13th to Morrison), **Morrison Dr.** (15th to 17th), **18 St.** (Country Club to S.E. County) **S.E. County** (18th to Timber Terrace) **Bower Lane** (S.E. County to City Limits)

Now, Therefore, in consideration of the mutual covenants contained hereinafter relating to the services described, the parties hereto do hereby agree, as follows:

1. Services. The Contractor is hereby authorized by the City to perform, in accordance with good contracting practices and in the best interest of the City, all the various services required for the micro surfacing of the described streets.

2. Scope of Services:

Contractor will provide necessary personnel and equipment to prepare, furnish and install Micro Surfacing in accordance with ODOT 404.01 Specifications.

Contractor will lay a single micro layer placed at a rate of 24#/SY(Composite) on described streets.

Specific requirements include:

1. Contractor will be responsible for any traffic control needed to complete the project.
2. Contractor will be responsible for any clean up following completion of project.
3. Contractor will be responsible for any damage done to adjacent property owners during construction.

4. The City of Ada will provide a sweeper, with operator to clean streets prior to Micro Surface application. The City of Ada will provide a loader with operator to load aggregate into truck mounted pavers.
5. Contractor must provide one (1) week notice prior to starting project and a mutually agreed upon schedule

Contractor shall perform the **Services** undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity and with the applicable laws and regulations published and in effect at the time of performance of the **Services**. The **Project** shall be completed in a good and workmanlike manner and in strict accordance with this **Agreement**. All efforts will be made to meet established deadlines, and any request for extension of time will be made in writing to the City prior to the expiration of the time period described in the next sentence. The project described in this agreement shall be completed within _____ days of the final approval of this contract by the Contractor.

1. **Compensation.** As compensation for such services as listed above, the Contractor shall be paid the sum of \$_____, which is the total for all services, equipment or materials necessary to complete the project.

3. **Contractor to Defend, Indemnify and Save Harmless.** The Contractor shall defend, indemnify and save harmless the City, its agents and employees from any and all claims and causes of action against said City for damages or injury to any person or property arising out of or in connection with the negligent performance or negligent acts of the Contractor or agents or employees of same under the terms of this contract.

Before this contract shall become effective, the Contractor shall furnish the City with certificates showing complete and adequate workmen's compensation coverage and comprehensive public liability and property damage for the protection of the City from any liability or expense arising out of or as the result of the work, services or activities of the Contractor or his employees. Said insurance shall not be cancelled except upon ten (10) days written notice to the City. The amount of such coverage shall not be less than the following:

- A. Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than five hundred thousand dollars (\$500,000.00)
 - B. Comprehensive General Liability Insurance with combined single limit of not less than one million dollars (\$1,000,000.00) for each occurrence and not less than one million dollars (\$1,000,000.00) in the aggregate.
4. **No Extra Clause.** No claims for extra work or services of any kind or character shall be recognized by or be finding on the City unless such work or services be approved in writing.
 5. **Binding Effect.** The City and the Contractor each binds itself, its successors, executors, administrator, heirs and assigns to the other. This agreement cannot be assigned, sublet or transferred unless approved, in writing by the City.
 6. **Compliance with Ordinances, Specifications and Regulations.** The Contractor shall comply with all existing codes, ordinances and administrative regulations of the City of Ada pertaining, in any manner, to the services provided under the provisions of this contract.

City of Ada
A Municipal Corporation

Mayor

Date

Attest:

City Clerk

Date

A Corporation

By: _____

Date

Approved as to form this _____ day of _____, 2018

City Attorney