

Addendum #1
TAC 360A

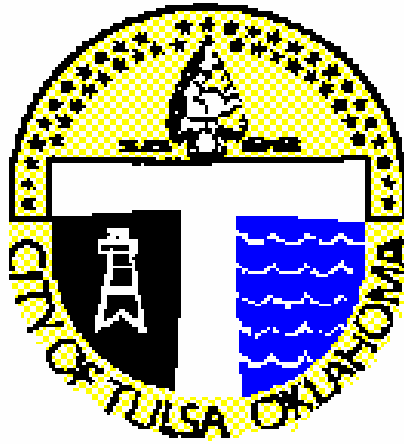
SILTATION REMOVAL
PUBLIC WORKS DEPARTMENT

THIS ADDENDUM IS TO BE COMPLETED, SIGNED BY AN AUTHORIZED AGENT OF YOUR COMPANY, AND INCLUDED IN YOUR BID SUBMISSION. FAILURE TO DO SO WILL RESULT IN REJECTION OF YOUR BID.

✓ Page 3, BID DEPOSIT REQUIRED IS \$1,000.00, IN PLACE OF NONE, WHICH IS A REFUNDABLE DEPOSIT IF QUALIFIED

Signature of Authorized Agent

Date



INVITATION FOR SEALED BID

TAC 360A

Description: Siltation Removal

Department: Public Works

NIGP Commodity Code(s): 968-33

Total pages including this page is 15

NOTE: FAX BIDS WILL NOT BE ACCEPTED

Important Instruction – Read Carefully:

If you have obtained these bid specifications from either:

1. City of Tulsa's Fax-on-Demand (918-596-1171) or
2. City of Tulsa's Website: www.cityoftulsapurchsing.org

You must notify the buyer Patricia Cummings of your intent to bid by e-mail pcummings@ci.tulsa.ok.us in order to receive addenda. The buyer will always acknowledge your e-mail for your records. All addenda will be posted on fax-on-demand and the website.

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Pay special attention to those pages with a reference to the following notes:

Note #1: Signature of authorized agent required

Note #2: Signature of an authorized agent and notarized required

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Your bid response should follow the same format listed above plus any additional format requested in the body of the bid invitation.

**INVITATION FOR SEALED BIDS
TO
City of Tulsa**

200 CIVIC CENTER, ROOM 109, TULSA, OKLAHOMA 74103

Bid number and date of bid opening must appear on the lower
left outside corner of bid envelopes and all related containers.

DATE OF OPENING: May 30, 2002

BID NUMBER: TAC 360A

**BID MUST BE IN THE CITY CLERK'S OFFICE AT THE ABOVE ADDRESS BY 5:00 P.M. THE DAY
PRECEDING THE "DATE OF OPENING" SHOWN ABOVE.**

BIDS WILL BE OPENED AT 8:30 A.M. IN THE CITY COUNCIL ROOM ON THE DAY SPECIFIED UNDER "DATE OF OPENING."

PUBLISHED IN THE TULSA DAILY COMMERCE AND LEGAL NEWS: May 21, 2002

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of: **NONE**

PLEASE READ TERMS AND CONDITIONS ON THE NEXT PAGE BEFORE COMPLETING BID DOCUMENTS

THE FOLLOWING SECTION MUST BE COMPLETED BY BIDDER

Delivery will be made in not more than _____ days after receipt of order.

Payment terms _____% _____ days.

City of Tulsa may increase quantity of order at the unit price bid for _____ days. (Bidder to Specify Days)
I have examined the terms and specifications and the instructions to bidders herein and agree, provided I am awarded a con -
tract, to provide the above described items for the sum shown in accordance with the terms and specifications stated herein. All
deviations are in writing and attached hereto.

Enclosed is a BID BOND ; CASHIER'S CHECK; Certified Check in the amount of \$ _____, which I
agree the City of Tulsa may retain as liquidated damages in the event of my failure to comply with the terms of this bid.

MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID

FIRM NAME _____ by _____
SIGNATURE OF AUTHORIZED AGENT

STREET _____ TITLE _____

CITY STATE _____ ZIP CODE _____ PHONE NUMBER _____ DATE _____

GENERAL TERMS AND CONDITIONS OF BIDS

THESE ITEMS APPLY TO AND BECOME A PART OF THE BID.

NO EXCEPTIONS TO THESE TERMS & CONDITIONS WILL BE CONSIDERED.

1. **BIDS MUST BE SUMITTED ON THIS FORM ONLY, INCLUDING A SIGNATURE OF AN AUTHORIZED AGENT. Each bid shall be placed in a separate envelope. Be sure envelope is completely and properly identified and sealed, showing the bid number and date in the lower left hand corner. Bids must be time stamped in the office of the City Clerk by 5:00 P.M. on the day before date of opening.**
2. No bidder may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening of bids.
3. **All prices shall be quoted F.O.B. Tulsa, Oklahoma, and delivery to City of Tulsa location shall be without additional charge.**
4. The bidder shall attach the manufacturer's name of the equipment or material to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. All guarantees and warranties should be clearly stated. This data shall be in sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications, in respect to the successful bidder, shall be considered as part of his contract with the City of Tulsa.
5. The bidder shall show in the proposal both the unit prices and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit prices shall prevail.
6. Any exceptions or deviations from written specifications shall be shown in writing and attached to the bid form.
7. **Each bidder agrees to comply with the terms of Title 5, Chapter 1, of Tulsa, Oklahoma Charter and revised ordinances relating to equal employment opportunity.**
8. **THE ENCLOSED FORMS REGARDING NON-COLLUSION AND FINANCIAL INTEREST MUST BE SIGNED, NOTARIZED AND RETURNED WITH THE BID.**
9. The City of Tulsa reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each item to different bidders or all items to a single bidder.
10. All bids must be accompanied by bidders bond, cash, certified or cashier's check in the amount shown on the face of the bid form. This amount shall be retained by the City of Tulsa as liquidated damages in the event the successful bidder (or bidders) fails to execute a contract, if required. The bidder agrees that said amount is presumed to be the damages sustained by the City due to the impracticability and extreme difficulty in fixing the actual damages. The office of the City Clerk will return the bid deposits to the unsuccessful bidders, after a contract has been awarded or all bids have been rejected.
11. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of invoice, the date of receipt of all material covered by the purchase order, or the date of receipt by the City of Tulsa of the original copy of the purchase order with properly executed Affidavit of Claimant, whichever is the later date.
12. Direct purchase of certain items of equipment or material by the City of Tulsa are exempt from Federal Excise Tax and Oklahoma Sales Tax. In such cases the bidder shall quote prices which do not include Federal Excise Tax and Oklahoma Sales Tax. The City of Tulsa will furnish executed exemption certificates upon presentation by the bidder at the time of purchase.
13. Bid must show number of days required for delivery under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. Contractor must keep Purchasing Department advised at all times of status of order. Default in promised deliver or failure to meet specifications authorizes the Purchasing Agent to purchase supplies elsewhere and charge full increase of cost and handling to defaulting contractor. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.
14. Bidder agrees to defend and save City of Tulsa from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patent relating to goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with bidders direction.
15. If the bid requires a written contract, the successful bidder shall execute a written contract with the City of Tulsa and return the required bonds and insurance certificates within ten (10) days after submission of contracts to said bidder by the City.

INTEREST AFFIDAVIT

STATE OF _____ }
 }§
COUNTY OF _____ }

_____, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached bid. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage which constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa have some direct or indirect interest in the bidder's business:

By _____
(Signature)

(Title)

Subscribed and sworn to before me this _____ day of _____, 20_____.

NOTARY PUBLIC SIGNATURE

My Commission Expires:

The Interest Affidavit must be completed, signed by an authorized agent, and notarized.

BIDDER AFFIDAVIT - TITLE 74 O.S. (1974 SUPP.) 85.22-85.25

STATE OF _____ COUNTY OF _____

_____, of lawful age, being first duly sworn on oath says
Authorized Agent

1. (s)he is the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached.
2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. neither the bidder nor anyone subject to the bidder's direction or control has been a party;
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

SIGNATURE OF AUTHORIZED AGENT

Subscribed and sworn to before me this _____ day of _____, 20_____.

Signature of Notary Public

MY COMMISSION EXPIRES

The Bidder Affidavit must be completed, signed by an authorized agent, and notarized.

CONTRACTOR/BIDDER INFORMATION SHEET

**To be completed by all Bidders
For Contracts with the City of Tulsa
(Please print or type)**

Project No. or Description _____

Full Name of Bidder _____

Legal Identity
(Corporation, Partnership,
Individual, etc.) _____

Address _____

Telephone No. _____

FAX No. _____

Taxpayer Identification Number _____

Contact Person _____

Phone No. _____

Fax No. _____

E-mail address _____

Webpage Address _____

Price Sheet Summary

Vendor Name: _____ Signature: _____ Date: _____

You will be able to obtain a copy of the Bid Summary on the City of Tulsa's Purchase-Net Fax-on-Demand and Website shortly after bid opening.

TAC 360A SILTATION REMOVEAL PUBLIC WORKS DEPARTMENT

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Bid</u> <u>Quantity</u>	<u>Unit Price</u>	<u>Extended</u> <u>Amount</u>
01	Roadside Ditching	L.F.	6,000	\$ _____	\$ _____
02	Roadside Ditching	C.Y	750	\$ _____	\$ _____
03	Driveway replacement L.F.		1,500	\$ _____	\$ _____
04	Driveway replacement C.Y.		375	\$ _____	\$ _____
05	Crossover replacement	L.F.	150	\$ _____	\$ _____
06	Crossover replacement	C.Y	100	\$ _____	\$ _____

GRAND TOTAL (BASE BID) \$ _____

Above pricing based on Normal hours 7:00 a.m. to 5:30 p.m. Monday through Friday.

Premium charge of \$ _____ to be added to base rates shown above for work outside of normal hours

**TAC 360A
ROADSIDE DITCHING
PUBLIC WORKS DEPARTMENT
FACILITIES MAINTENANCE AND OPERATIONS DIVISION**

INTENT:

It is the intent of this bid to secure, on a competitive basis, a source of supply for furnishing all labor, equipment, transportation and management to perform roadside ditching as required by the Public Works Department of the City of Tulsa on an as needed basis. All work will be within the City of Tulsa. There is no guaranteed amount of work to be performed. Included in this document are specifications of work to be performed and types of restoration to be provided. Award will be made to the lowest secure bidder.

SCOPE:

To excavate, slope to grade ditches for roadside drainage, to set and adjust pipes under driveway entrances and under streets in order to establish a drainage way for storm water run-off.

BID DEPOSIT:

Each bidder shall accompany their bid by a certified check, cashier's check or bid bond in the amount of \$1,000.00.

PRE-BID CONFERENCE:

A pre-bid conference will be held on May 23, 2002 at 9:30 a.m. in City Hall, 200 Civic Center, Room 802 D to explain the bid and to answer any questions.

BIDDER

The successful bidder will be an independent contractor and in no way classified as a City of Tulsa employee. Successful bidder will be responsible for all labor and equipment required.

City of Tulsa employees will not be permitted to bid on this contract or work for the awarded contractor on the contract.

All bidders are required to provide references of past work, and equipment and personnel lists with their bid.

The contractor will be responsible for compliance with all applicable Federal, State and Municipal laws and ordinances.

The contractor shall be responsible for the character and actions of its employees at all times while working on this contract. Any disrespectful or discourteous actions toward the public will not be tolerated.

CONTRACT:

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO ENTER INTO CONTRACT WITH THE CITY IN ACCORDANCE WITH ITEM 15 OF THE TERMS AND CONDITIONS AS PRINTED ON PAGE 4 OF THE INVITATION FOR SEALED BIDS FORM. THE TERM OF THE CONTRACT WILL BE FOR ONE (1) YEAR WITH OPTION TO RENEW FOR FOUR (4) ADDITIONAL YEARS, RENEWABLE ANNUALLY WITH AGREEMENT BETWEEN BOTH PARTIES CONCERNED.

PERFORMANCE BOND:

The successful bidder will be required to post (1) a performance bond, or (2) an irrevocable letter of credit naming the City of Tulsa as beneficiary, and guaranteeing the proper and prompt completing of work in accordance with the provisions of the contract and bid specifications. The performance bond or irrevocable letter of credit shall be in the amount of \$5,000.00.

INSURANCE:

The Vendor(s), and any subcontractors, shall carry and keep in force during the term of the contract policies of public liability insurance including any contractual liability assumed under the contract in the desired amounts set forth below and workmen's compensation in the amount required by law, and employer's liability insurance in the amount of five hundred thousand dollars (\$500,000).

Personal Injury, each person	\$175,000
Property Damage, each person	\$25,000
Personal Injury & Property Damage Aggregate, each occurrence	\$1,000,000

The policy shall provide a clause stating that it cannot be canceled by the insurer without the insurer first giving the City thirty (30) days written notice of cancellation. The successful Vendor(s) and all subcontractors shall furnish the City a certificate of insurance showing such coverage prior to execution of a contract with the City.

THE CITY SHALL HAVE NO RESPONSIBILITY OF LIABILITY FOR SUCH INSURANCE COVERAGE. CONTRACTOR MUST PROVIDE A CERTIFICATE OF INSURANCE COMPLIANCE WITHIN TEN (10) CALENDAR DAYS AFTER

NOTIFICATION OF AWARD AND PRIOR TO STARTING WORK. THE CITY OF TULSA SHALL BE LISTED AS AN ADDITIONAL INSURED ON ALL CERTIFICATES OF INSURANCE, TO READ AS FOLLOWS: "THE CITY OF TULSA, A MUNICIPAL CORPORATION, IS AN ADDITIONAL INSURED FOR WORK PERFORMED UNDER THE SUBJECT CONTRACT AND MUST BE NOTIFIED IN WRITING THIRTY (30) DAYS IN ADVANCE OF INSURANCE CANCELLATION OR TERMINATION." CERTIFICATION MUST INCLUDE: NAME AND ADDRESS OF INSURANCE COMPANY (MUST BE LICENSED TO TRANSACT BUSINESS IN THE STATE OF OKLAHOMA); POLICY NUMBER; AND, LIABILITY COVERAGE AND AMOUNTS.

PRICING INSTRUCTIONS:

The bidder shall state on the "pricing schedule", the price bid on the restoration/reestablishing of roadside ditches, replacement/adjustment of driveway pipes and the replacement/adjustment of crossover pipes. All bid items will be priced per cubic yard of material removed or replaced and the linear foot of ditch restored and or linear foot of pipe replaced or adjusted. The cost shall reflect the specifications set forth herein. Prices shall be firm for the first year of this contract.

PRICE ADJUSTMENT OPTION

The price paid for a commodity under this contract shall not change during the term of this contract. However, if the bidder anticipates that it will not be able to maintain firm prices for any renewal period, a change in price may be allowed in a renewal of this contract if the following criteria are met:

- (1) The bidder includes a formula, to be used to calculate a change in price at renewal, in the bid for the initial contract. Such formula shall be reasonable, objective and capable of measurement.
- (2) The contractor notifies the City, in writing, no later than 30 days prior to the expiration of the initial contract period, or any renewal period, of its intent to exercise the right to escalate or de-escalate prices under the contract. The notice shall include a calculation of the price increase or decrease requested including the formula used.

LIABILITY:

The bidder shall assume all liability for damages and shall hold the City free and harmless from all claims of damages to persons and/or property that may arise out of, or by reason of, the performance of work. The contractor will exercise every precaution for the safety of the property and the protection of any and all

persons and/or property located adjacent to or making passage through said property.

AWARD OF BID:

THE BID SHALL BE EVALUATED ON THE BASE BID AS SPECIFIED ON PAGE 8. THE BID SHALL BE AWARDED IN WHOLE TO THE FIRM(S) WHOSE PROPOSAL IS RESPONSIVE TO THE BID AND IS MOST ADVANTAGEOUS TO THE CITY, CONSIDERING THE FACTORS IDENTIFIED IN THE BID AND SECTION 406E OF TITLE 6, THE PURCHASING ORDINANCE SET FORTH BELOW:

E. AWARD OF CONTRACT.

1. AUTHORITY OF MAYOR. THE MAYOR SHALL HAVE THE AUTHORITY TO AWARD CONTRACTS WITHIN THE PURVIEW OF THIS CHAPTER.

2. LOWEST SECURE BIDDER. CONTRACTS SHALL BE AWARDED TO THE LOWEST SECURE BIDDER MEETING SPECIFICATIONS. IN DETERMINING "LOWEST SECURE BIDDER", IN ADDITION TO PRICE, THE FOLLOWING FACTORS SHALL BE CONSIDERED:

A. THE ABILITY, CAPACITY AND SKILL OF THE BIDDER TO PERFORM THE CONTRACT OR PROVIDE THE SERVICE REQUIRED;

B. WHETHER THE BIDDER CAN PERFORM THE CONTRACT OR PROVIDE THE SERVICE PROMPTLY OR WITHIN THE TIME SPECIFIED, WITHOUT DELAY OR INTERFERENCE;

C. THE CHARACTER, INTEGRITY, REPUTATION, JUDGMENT, EXPERIENCE AND EFFICIENCY OF THE BIDDER;

D. THE QUALITY OF PERFORMANCE OF PREVIOUS CONTRACTS OR SERVICES;

E. THE PREVIOUS AND EXISTING COMPLIANCE BY THE BIDDER WITH LAWS AND ORDINANCES RELATING TO THE CONTRACT OR SERVICE;

F. THE SUFFICIENCY OF THE FINANCIAL RESOURCES AND ABILITY OF THE BIDDER TO PERFORM THE CONTRACT OR PROVIDE THE SERVICE;

G. THE QUALITY, AVAILABILITY AND ADAPTABILITY OF THE SUPPLIES OR CONTRACTUAL SERVICES TO THE PARTICULAR USE REQUIRED;

H. THE ABILITY OF THE BIDDER TO PROVIDE FUTURE MAINTENANCE AND SERVICE FOR THE USE OF THE SUBJECT OF THE CONTRACT, AND;

I. WHERE AN EARLIER DELIVERY DATE WOULD BE OF GREAT BENEFIT TO THE REQUISITIONING AGENCY, THE DATE AND TERMS OF DELIVERY MAY BE CONSIDERED IN THE BID AWARD, AND;

J. THE NUMBER AND SCOPE OF CONDITIONS ATTACHED TO THE BID.

K. IF A POINT SYSTEM HAS BEEN UTILIZED IN THE BID SPECIFICATIONS, THE NUMBER OF POINTS EARNED BY THE BIDDER.

WORK AUTHORIZATION:

The Surface Drainage/Vegetation Management Representative will authorize in writing all work to be done using this contract.

REQUIREMENTS:

- 01) Contractor will provide ditching services for projects as directed by the Public Works Department. Services will include the use of a survey level and personnel familiar with its use in ditching, setting and or adjusting pipes under driveways and streets.
- 02) Contractor is responsible for the use and maintenance of any grades existing on the project, and any alteration of such grades must be agreed upon with the City representative in writing.
- 03) A minimum bed grade of .005 (one-half percent) to be maintained, if possible, on projects where new grades are established.
- 04) Side slopes of the ditches are to be constructed on a minimum of 3 horizontal to 1 vertical slope whenever possible.
- 05) No obstruction to flow shall be left at the end of the work shift unless authorized by the City in writing. Contractor shall be responsible for any construction materials left or washed in the ditches, channels and creeks.
- 06) Finished grade must be able to receive sod application with no further preparation required.
- 07) The City will assume responsibility for re-vegetation of excavated areas as it deems necessary. The excavated materials shall become the property of the contractor until disposal of in a pre-approved designated area.
- 08) The City will direct the contractor to transport all dirt and excavated materials from the work site to Chandler Dump Site (14100 East Pine Street) for work performed in the scope of this contract. . The City will

direct the contractor to transport all woody material to a pre-determined recycling site. The contractor will not be charged any fees for dumping at these designated sites. All other material such as stumps, metal, asphalt, or tires shall be disposed of in a certified landfill at contractor's expense.

- 09) Utility locations are the responsibility of the contractor. Okie shall be called at least 48 hours prior to any excavation. The City will not be liable for any damages involving the contractor's work.
- 10) Work hours shall be at the discretion of the contractor provided this work does not cause prolonged inconvenience to the public and no work requiring inspection shall be done from 5:00 p.m. to 8:00 a.m. Monday through Friday nor on Saturday, Sunday or legal holidays. The City recognizes that minor overruns beyond 5:00 p.m. working hours may occur due to circumstances beyond the Contractor's control. The City's inspector may waive this requirement on a specific day when, in their opinion, the Contractor was adequately prepared but was delayed by circumstances beyond his control. Work scheduled outside normal hours must be pre-approved in writing by the City. Interference with traffic shall be kept to a minimum. The contractor will be required to adhere to all City and State standards for traffic control. All associated costs shall be included in the bid price.
- 11) The Contractor is responsible for restoring utilized streets to at least pre-construction condition. This shall include all repair, removal of mud or construction debris, etc. resulting from his construction activities that are not in the pipe replacement area. No payment shall be made for this work, it shall be considered to be subsidiary to other items. The City will replace the street or driveway that is removed for the purposes of replacing or adjusting the underground pipe.
- 12) The Contractor shall take all necessary measures to control the incidence of airborne dust. This shall include maintaining all haul areas in moist condition. No payment shall be made for this work, it shall be considered to be subsidiary to other items.
- 13) The Contractor shall schedule and execute his work in such a way that the drainage area through the project is, at no time, no less than that drainage area which currently exists. Diversion dikes, swales, dams, etc. will be constructed in such a way that high water will wash them out of the way, thus insuring the free flow of water through the project and excluding any damage upstream due to construction activities. The Contractor shall be responsible for any damages occurring upstream of the project as a result of his construction activities.

- 14) All Survey notes record, maps, drawings and copies of, shall be delivered to and become property of the Public Works Department upon completion of the work.
- 15) The City and the contractor will agree in writing on the number of calendar days that contractor will need to complete the work. Weather and ozone days will be used to adjust the completion date.
- 16) The City will issue a letter of authorization to the contractor giving the location, the type of work to be performed and any necessary documents. The contractor will be required to begin work within fourteen (14) calendar days after receipt of authorization.
- 17) The contractor will perform the authorized work keeping the City apprised of where and when he will be working so that progressive inspections can be made. If the contractor takes exception to any phase of the work, he should resolve those differences with the inspector before proceeding.
- 18) The contractor will invoice the City when all work on that authorization has been completed and inspected on a monthly basis or at the completion of a job, which ever comes first.
- 19) The pipe sizes for driveways and crossing will be designated by the City representative prior to construction. The City will provide all pipe and backfill material. These materials can be obtained from the maintenance service center at 4502 South Galveston Avenue or directly from the material vendor. A material check out procedure will be established. The City will assume responsibility for street and driveway restoration of the area that had to be removed for pipe replacement or adjustments, except for gravel installations.
- 20) The Contractor is responsible for ensuring safe working conditions on the job site. He must comply with all OSHA requirements.