

NOTICE TO BIDDERS

Sealed bids will be received in the Office of the Ottawa County Clerk, Reba G. Sill, at 102 East Central Avenue, Suite 103 in Miami, Oklahoma 74354, until 9:05 AM on February 27, 2012. Bids will then be publicly opened and read aloud by the Board of County Commissioners on the following:

SEWER LAGOON CLOSURE

PROJECT: To permanently close the City of Picher's Wastewater Treatment Lagoon by filling the five (5) acre lagoon cell

LOCATION: From the Ottawa County Highway District 1 Office at 101 Connell Avenue in Picher, Oklahoma, travel approximately 1/2 mile south then 1/2 mile east to Lagoon

SCOPE: When the sludge in the emptied lagoon cell is dry enough, Contractor is to push the embankments into the cell. Sludge and debris remaining in the cell must then be covered with a minimum of 12" of soil. Soil from the area adjacent to the cell may be utilized.

Any sludge material that cannot be covered with the required 12" of soil may be spread over the closed South Lagoon. This excess sludge **must** be incorporated into the soil to a depth of 4" by discing.

The entire Lagoon Site shall then be re-graded to allow storm water to drain completely. The Contractor performing this earthwork must provide **temporary** erosion control, which shall include silt fence and temporary vegetation that may consist of Annual Rye, Fescue or a similar cool-season grass species.

Once all construction has been completed, the Contractor must establish **permanent** vegetative ground cover on all disturbed areas, utilizing a fertilizer containing a minimum of 45 pounds of nitrogen (45-0-0 at a 100 pound per acre bulk rate) and hulled Bermuda grass seed at minimum rate of 5 pounds per acre.

SPECIAL INSTRUCTIONS

Prospective Bidders will be **required** to attend a **Mandatory Pre-Bid Conference** at the Picher Wastewater Treatment Lagoon **on Thursday, February 16 at 10:00 AM** to review this Project and receive further instruction prior to the submission of a Bid.

Bids submitted must indicate when the Project is expected to begin and provide an anticipated completion date. Bids must also include a copy of an adequate and current **Certificate of Liability Insurance**.

The successful Bidder will be required to submit a Storm Water Control Plan to the Oklahoma Department of Environmental Quality and receive its approval.

Commissioner Clarke will provide the necessary forms and assist in this process.

The awarded Contractor MUST provide the Ottawa County Clerk's Office with a completed **Performance Bond** (form follows) in the total amount of the Bid within fourteen (14) days following notification of Bid Award.

Payment shall be made in full within fourteen (14) days of acceptance by Ottawa County of the Project as complete, and the **receipt of an Invoice**.

If you have questions or need additional information, please contact Ottawa County Commissioner John Clarke at 918-542-0506.

Bids submitted must be clearly marked on front of a sealed envelope:

BID 2011-2012.24: SEWER LAGOON CLOSURE

OPEN: FEBRUARY 27, 2012 @ 9:05 AM

and must be accompanied by a completed and notarized **Statement of Non-Collusion** (form follows) as required by OS 74, Section 85.22.

The successful bidder must comply with 19 O.S. Chapter 33 (Purchasing Procedures).

Bids received late will be returned unopened.

The Board of County Commissioners reserves the right to reject any or all bids and/or accept other than the low bid, if such an award is deemed to be in the County's best interest.

Brenda M. Ellis,
First Deputy County Clerk

OTTAWA COUNTY PURCHASING OFFICE

102 EAST CENTRAL AVENUE, SUITE 103

MIAMI, OKLAHOMA 74354

(918) 542-3332

FAX (918) 542-8260

ottawacntyclerk@att.net

INVITATION TO BID

BID 2011-2012.24: SEWER LAGOON CLOSURE

ISSUED: FEBRUARY 8, 2012

OPEN: FEBRUARY 27, 2012 @ 9:05 AM

DESCRIPTION

Permanently close the City of Picher's Wastewater Treatment Lagoon by filling the five (5) acre lagoon cell

Earthwork to Re-grade Lagoon Site

_____ days @ \$ _____ / day = \$ _____

Temporary Erosion Control

_____ days @ \$ _____ / day = \$ _____

Permanent Erosion Control

_____ days @ \$ _____ / day = \$ _____

TOTAL COST OF PROJECT

\$ _____

ANTICIPATED PROJECT DATES

Begin on or before _____, 20 ____

Complete on or before _____, 20 ____

BID MUST INCLUDE A COPY OF CERTIFICATE OF LIABILITY INSURANCE

CONDITIONS OF BID

Sealed bids will be opened in the Office of the County Commissioners located in the Ottawa County Courthouse at 102 East Central Avenue, Suite 104 in Miami, Oklahoma, at the time and date shown on the Invitation to Bid.

Late bids will not be considered. Bids must be received in sealed envelopes (one to an envelope) with Bid Number, Date and Time written on the **outside** of the envelope.

Unit prices will be guaranteed correct by the Bidder.

Firm prices will be FOB Ottawa County.

Purchases by Ottawa County, Oklahoma are not subject to State or Federal taxes.

This Bid is submitted as legal offer and any Bid, when accepted by the County, constitutes a firm Contract.

Oklahoma laws require each vendor submitting a Bid to a County for goods or services to furnish a notarized sworn Statement of Non-Collusion (**form supplied below**).

NOTE: Other terms and conditions may be added at the discretion of County Officers.

STATEMENT OF NON-COLLUSION

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 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 thing 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 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.

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

(Seal)

Firm: _____

Signed: _____

Address: _____

Notary Public

City: _____ State: _____

My commission expires _____

Zip: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____
as Principals, 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 the
Board of County Commissioners of Ottawa County, Oklahoma, in the penal sum
of \$ _____ lawful money of the United States of America, for
the payment of which well and truly to be made, we bind ourselves and each one
of us, our heirs, executors, administrators, trustee, successors, and assigns, jointly
and severally, firmly by these presents.

Dated this ____ day of _____, 20____

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with the Board of
County Commissioners of Ottawa County, Oklahoma, herein after called the
"Owner", on the 27th day of February, 2012 for **Bid 2011-2012.24: Sewer Lagoon
Closure** in compliance with the plans and specifications thereof made a part of
said Contract, on file in the Office of the County Clerk.

NOW, THEREFORE, if said Principal shall, in all particulars, well and truly
perform and abide by said Contract, and each and every covenant, condition and
part thereof, and shall fulfill all obligations resting upon said Principal by the
terms of the Contract, and said specifications; and if said Principal shall
promptly pay, or cause to be paid all labor, materials, and/or repairs and all bills
for labor performed on said work, whether by subcontract or otherwise; and if
said Principal shall protect and save harmless said Owner from all loss, damage
and expense to life or property suffered or sustained by any person, firm or
corporation, caused by said Principal or his or its agents, servants, or employees
in the construction of said work or by or in consequence of any negligence,
carelessness or misconduct in guarding and protecting of same, or from any act
of omission of said Principal or his or its agents, servants, or employees and if
said Principal shall protect and save the Owner harmless from all suits and
claims of infringement or alleged infringement of patent rights or processes; and
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 year from and
after acceptance of said project by the Owner; and if said 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.

If the Principal shall fail or neglect to pay any person, firm or corporation for labor, materials, and/or repairs used on said work, or materials employed or used by said Principal in performing said Contract, within thirty (30) days after the same becomes due and payable, any such person, firm or corporation entitled thereto may sue and recover on this bond, the so due and unpaid.

And, it is expressly agreed and understood by the parties hereto, that no changes or alterations in such Contract and no deviations from the plans 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 TESTIMONY 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 offices and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto by its Attorney-in-Fact, duly authorized so to do, the day and year first above written.

Principal

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

My Commission Expires

Notary

Surety Company

by_____
Attorney-in-Fact, Surety

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

My Commission Expires

Notary

(Accompany this Bond with Attorney-in-Fact's Authority from the Surety Company certified to include the date of the Bond)

I CERTIFY THAT COPIES OF [BID 2011-2012.24: SEWER LAGOON CLOSURE](#) WERE MAILED TO THE FOLLOWING VENDORS ON FEBRUARY 7, 2012:

B & R Farms
Attn: Bryce Buergin
524 W Sycamore
Columbus, KS 66725

King Backhoe & Dozer Work
Attn: Darren King
PO Box 508
Seneca, MO 64865

B & R Plumbing
Attn: Brook Still
210 S Main St
Commerce, OK 74339

Messbarger Enterprises
64795 E 202 Rd
Wyandotte, OK 74370

Jack Caudill
61801 E 335 Ln
Grove, OK 74344

Moates Excavating & Trucking
5964 SE Beasley Rd
Riverton, KS 66770

Collins Construction of Miami, Inc
221 S Elm St
Miami, OK 74354

Scott Construction Co
PO Box 176
Commerce, OK 74339-0176

Davis Construction
2143 NE Hwy 7
Columbus, KS 66725

Tribal Construction Co
520 S Main PMB 154
Grove, OK 74344

Brenda M. Ellis,
First Deputy County Clerk