

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 June 17, 2013. Bids will then be opened and read aloud by the Ottawa County Board of Commissioners on the following:

MICRO-SURFACING *FOR THE PERIOD JULY 1, 2013 THROUGH DECEMBER 31, 2013*

Contractor shall furnish all labor, materials, equipment and accessories necessary for the application of micro-surfacing materials to asphalt pavement surfaces and related surface preparation. The micro-surfacing shall consist of a mixture of cationic natural latex modified asphaltic emulsion, mineral aggregate, Portland cement, set-control additives and water. The micro-surfacing material shall be properly transported, proportioned, mixed and evenly spread on the asphalt pavement surface, as directed by the Ottawa County Commissioner. Contractor must provide proper signage and personnel for traffic control at work site.

Contractor agrees to assume all risks and responsibilities inherent in performing the contracted services and does hereby agree to defend, hold harmless, indemnify, release and forever discharge Ottawa County from any and all claims, demands, actions, losses or liabilities resulting from injuries, damages or death sustained by any persons or property by virtue of the performance of said contracted services, either directly or indirectly.

All materials used must meet current Oklahoma Department of Transportation specifications. All work will be subject to Inspection by Ottawa County. A Performance Bond and a one (1) year Maintenance Bond shall be required (examples follow for use).

All Bids must contain a Letter of Intent from a Bonding Company authorized to conduct business in the State of Oklahoma stating its willingness to Bond the Contractor pursuant to the terms of this Invitation to Bid.

All Bids must also contain a Certificate of Insurance including Workers' Compensation, public liability and property damage insurance in the amount of \$1,000,000.00.

THE AWARDED CONTRACTOR must provide the Ottawa County Clerk's Office with complete and adequate Maintenance and Performance Bonds stating the effective dates and amounts of each Bond within **fifteen days from Notice of Bid Award**.

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

BID 2013-2014.09: MICRO-SURFACING

OPEN: JUNE 17, 2013 @ 9:05 AM

and must be accompanied by a completed and notarized **"Statement of Non-Collusion"** as required by O.S. 74, Section 85.22.

The successful Bidder must comply with O.S. 19, 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 select 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 2013-2014.09: MICRO-SURFACING

ISSUED: JUNE 5, 2013

OPEN: JUNE 17, 2013 @ 9:05 AM

PERIOD OF BID: JULY 1, 2013 THROUGH DECEMBER 31, 2013

DESCRIPTION

MICRO-SURFACING

All labor, materials, equipment and accessories necessary for the application of micro-surfacing material to asphalt pavement surfaces and related surface preparation,
priced per square yard

\$ _____ per square yard

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: _____

I CERTIFY COPIES OF **BID 2013-2014.09: MICRO-SURFACING** WERE MAILED
TO THE FOLLOWING VENDORS ON JUNE 4, 2013:

Ballou Pavement Solutions Inc
1841 E North St
Salina, KS 67401

Blevins Asphalt
PO Box 230
Mt Vernon, MO 65712

Donelson Sealant Technologies, LLC
1075 Wise Hill Rd
Clever, MO 65631

Vance Brothers Inc
5201 Brighton
Kansas City, MO 64130

Brenda M Ellis,
First Deputy County Clerk

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 _____, 2013.

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
_____ day of _____, 2013 for **Asphalt Micro-Surfacing** in compliance
with the plans and specifications stated in **Bid 2012-2013.09**, made a part of said
Contract, and 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 (1) 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 _____, 2013.

My Commission Expires

Notary

Surety Company

by _____
Attorney-in-Fact, Surety

Subscribed and sworn before me this _____ day of _____, 2013.

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)

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned _____ as Principal, and _____ as Surety, a corporation organized and existing under the laws of the State of _____, and duly authorized to do business in the State of Oklahoma, are held and firmly bound unto the Board of County Commissioners of Ottawa County, Oklahoma, herein after called the "Owner", in the penal sum of \$ _____ for **one (1) year** from and after the date therefore; for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this ____ day of _____, 2013.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT WHEREAS, the above-named Principal did on the ____ day of _____, 2013, enter into a Contract with the Owner for **Asphalt Micro-Surfacing**, and

WHEREAS, the specifications of **Bid 2012-2013.09** provides that upon final acceptance by the Owner, said _____ shall furnish a Maintenance Bond for the sum amounting to **100%** of the Contract price and to remain in full force and effect for the period of **one (1) year** from the date of acceptance; as therein stated in said specifications, the said work having been duly accepted by said Oblige.

NOW, THEREFORE, the condition of this obligation is such, that if _____ shall repair and make good all defects appearing in the work performed by _____ due to faulty workmanship or materials which may develop during the aforesaid period of **one (1) year** from the date of completion and final acceptance of said work, then this obligation shall be void, otherwise to remain in full force and effect.

Principal

Surety

by _____
Attorney-in-Fact

ATTEST:
