#### WILDLIFE CONSERVATION COMMISSION

John D. Groendyke

Robert S. Hughes II CHAIRMAN **MEMBER** Bill Brewster **Bruce Mabrey** VICE CHAIRMAN **MEMBER** Leigh Gaddis Dan Robbins

**SECRETARY** James Barwick **MEMBER**  **MEMBER** John P. Zelbst **MEMBER** 



P.O. Box 53465

#### **Bid Solicitation Cover Page**

Date: March 5, 2018

#### Solicitation Information

Solicitation Number: 065P

Project Name:

Pump Station, Webbers Falls WDU Aprox. 3 miles north of Braggs, OK

Project Address: Project City:

Braggs, OK

Project Zip Code:

74423

Bids Due (Date): Bids Due (Time)

April 2, 2018 4:00 PM CST **Agency Contact Information** 

Agency Name:

Oklahoma Department of Wildlife

PH. (405) 521-3851

Conservation

Oklahoma City, OK 73152

Contact Name: Paul Proctor

Mailing Address:

P.O. Box 53465, Oklahoma City, OK, 73152 2100 NE 37th Street

Delivery Address: Contact City:

Oklahoma City

Contact Zip Code

73111

Contact Phone:

405-522-5762 405-522-3486

Contact Fax: Contact Email:

paul.proctor@odwc.ok.gov

The Oklahoma Department of Wildlife Conservation is inviting written bids for all labor and materials described by this solicitation.

Bids will be accepted until the Date and Time specified above. Late Bids will not be accepted.

Method of Responding to this Solicitation: Bids will be accepted by mail, fax, email or hand delivered to the Agency Contact specified above.

The requirements of the proposed contract for construction are described within this Solicitation, and the Solicitation will become a part of any resultant Contract. Bidder will perform work in compliance with all applicable codes, standards. ordinances and laws. The issuance of this Solicitation does not guarantee that the State of Oklahoma will enter into a contract and the State reserves the right to reject any and all bids.

In preparing your bid, please review the attached documents and comply with instructions given:

- Bid Form: Submit your Bid using the form provided.
- Statutory Bid Affidavit: Complete this affidavit and return with your Bid.
- Sample Agreement Between Owner and Contractor: This is an example of the contract that will be used.
- Invoice Affidavit for Construction: After contract award, this document must be submitted with the Contractor's Invoice for Payment
- Scope of Work (SOW): Description and Requirements of the proposed construction contract.

[MANDATORY] A mandatory onsite pre-bid walk-through has been scheduled for March 21, 2018 at 10:30 AM CST. Please see the scope of work for further details and directions.

If an interested potential vendor has any questions about this solicitation, please contact the Agency Contact listed above.

This Solicitation and any resulting Contract for Construction is in accordance with 61 O.S. §101- 138, and specifically 61 O.S. §103(B) regarding projects under the statutory amount mandated therein. Any resultant contract will be awarded by the Oklahoma Office of Management and Enterprise Services, Division of Capital Assets Management, Construction and Properties Department.

#### WILDLIFE CONSERVATION COMMISSION

John D. Groendyke Bill Brewster

Robert S. Hughes II **MEMBER** CHAIRMAN **Bruce Mabrey** VICE CHAIRMAN **MEMBER** Leigh Gaddis Dan Robbins SECRETARY **MEMBER** John P. Zelbst James Barwick **MEMBER MEMBER** 



MARY FALLIN, GOVERNOR J. D. STRONG, DIRECTOR

wildlifedepartment.com

#### **DEPARTMENT OF WILDLIFE CONSERVATION**

P.O. Box 53465

Oklahoma City, OK 73152

PH. (405) 521-3851

|     |   | Bid Forr                      | n  |  |
|-----|---|-------------------------------|--|--|
| To: | Oklahoma Department of Wildlife<br>Conservation   | From:                         |  |  |
|     | P.O. Box 53465<br>Oklahoma City, OK 73152   |                               | Firm Name                                      |  |
|     | Attn: Paul Proctor  |                               | Address  |  |
|     | RE: Solicitation Number # 065P  |                               | City/State/Zip                                 |  |
|     |   |                               | Telephone No.                                  | FEI No.  |
|     |   |                               | Email Address:                                 |  |
| 1.  | The undersigned, being familiar with the local conditional accordance with the provisions thereof, hereby propositisted herein.   | ons affectir<br>ses to furnis | ng the cost of the w<br>sh all labor, material | ork, with the Solicitation for Bids and in<br>s and equipment necessary for the sum: |
| 2.  | By submitting a bid for services, the bidder certifies tha §1313 and participate in the Status Verification Systematic includes but is not limited to the free Employment Verification Systematics.                           | em. The S                     | Status Verification S                          | system is defined in 25 O.S. §1312 and   |
| 3.  | The bidder also certifies that they are in compliance February 6, 2012 and effective July 1, 2012, that the Lowned, leased or contracted for use by the State of Okla leased or contracted for use by agencies or instrumenta | use of any<br>ahoma, incl     | tobacco product sha<br>uding but not limited   | Ill be prohibited on any and all properties  |
| 4.  | In submitting the bid, it is agreed that this bid may not Work is to start within ten (10) days after receipt of WOF  | be withdrav                   | wn for a period of th<br>or as otherwise pro   | irty (30) days after the date bids are due vided for in the Solicitation.            |
| 5.  | If awarded a contract, we propose to complete this w Order.   | ork within .                  | calenda  | ar days from the date of receipt of Worl   |
| 6.  | Price Schedule: Fill out the requested rates and apply contract award. The quantities are estimates only and based upon need and makes no warranty or guarantee   | may not r                     | eflect actual contrac                          | t usage. The State will only assign work   |
|     | Category  |                               |  | <u>Subtotal</u>  |
|     | Construction & Installation of Permanent Pump Station   | Lump<br>Sum                   |  | \$   |
|     | Total Estimate of Contract Cost and Basis of Award  |                               |  | \$   |
|     |   |                               | Signa  | ature  |

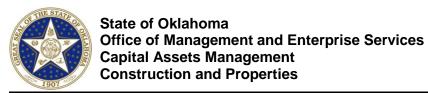
Name/Title Date



# State of Oklahoma Office of Management and Enterprise Services Capital Assets Management Construction and Properties

#### **Bid Affidavits**

| lr            | n accordance with 61 O.S. § 108 and § 115, a sw  | vorn statement sh                     | all accompany any co   | ompetitive bid submitted for a public construction con  | tract.                                |
|---------------|--|---------------------------------------|--|---|---------------------------------------|
| ST            | ATE OF   | )<br>) ss                             | Project Name:  | PUMP STATION - WEBBERS FALLS WDU  |                                       |
| СО            | UNTY OF  | ) 55                                  | CAP Project No.:   | :   |                                       |
| NO            | N-COLLUSION STATEMENT  |                                       |  |   |                                       |
| cor           | For the purposes of a competitive bestruction contract, the undersigned, being   |                                       |  | her the bidder nor anyone subject to the bin or control has been a party:   | idder's                               |
|               | . I am the duly authorized agent of  |                                       | of cor   | any collusion among bidders in restraint of frempetition by agreement to bid at a fixed price in from bidding,  |                                       |
| tl<br>p       | ne bidder submitting the competitive bid who is statement, for the purpose of certaining to the existence of collusion among the collusion and the collusion | tifying the fac<br>nong bidders ar    | ts to qua  | any collusion with any state official or employ<br>antity, quality or price in the prospective contra<br>any other terms of such prospective contract, n  | act, or                               |
| fa<br>g<br>tl | netween bidders and state officials or employ<br>acts pertaining to the giving or offering of the<br>povernment personnel in return for special<br>nee letting of any contract pursuant to the   | things of value consideration         | to <b>c.</b> in in officia                                     | any discussions between bidders and any all concerning exchange of money or other the for special consideration in the letting of a cont  | ning of                               |
| <b>2</b><br>s | tatement is attached;  I. I am fully aware of the facts and urrounding the making of the bid to which attached and have been personally and dine proceedings leading to the submission of  | this statement rectly involved        | es or not, n is contractor in agreed to State of C directly or | y, if awarded the contract, whether competitive neither the contractor nor anyone subject of direction or control has paid, given or donate pay, give or donate to any officer or employee Oklahoma any money or other thing of value, or indirectly, in procuring the contract to which is attached. | to the<br>ated or<br>of the<br>either |
| BU            | SINESS RELATIONSHIPS STATEMENT   |                                       |  |   |                                       |
| A.            | I further certify that the nature of any partr<br>within one (1) year prior to the date of this  | nership, joint ve<br>s statement with | nture or other busing the Architect, Engi                      | iness relationships presently in effect or which eineer, or other party of the project is:  | ∍xisted                               |
|               | (If none, so state; use additional sheet if necessary.)  |                                       |  | _   |                                       |
| B.            |  |                                       |  | vithin one (1) year prior to the date of this stat<br>irector of the architectural or engineering firm o  |                                       |
| C.            | (If none, so state; use additional sheet if necessary.) And that the names of all persons havin companies or firms are:  | ng any such bu                        | usiness relationship   | ps and the positions they hold with their resp  | ective                                |
|               | (If none of the business relationships herein above m  | entioned exist, then                  | a statement to that effec                                      | ct. Use additional sheet if necessary.)   |                                       |
|               | warded a contract, the bidder affirms that poices submitted for payment will reflect a true  |                                       |  | nformance with the contract requirements and twork completed.   | :hat all                              |
| /D:-I         | de Circa (ma)  | _ Subscribed a                        | nd sworn to before   | e me this day of  | ,20                                   |
| (BId          | der Signature)   |                                       |  |   |                                       |
| (Bid          | der Printed Name)  | _                                     |  | (Signature of notarial officer)  My Commission Expires:   |                                       |
| (Bid          | der Printed Title)   | _                                     | (Seal)   | My Commission #:  |                                       |
|               | ,  |                                       | 1-00./   | ivij Commicolom n.  |                                       |



#### **Standard Form of Agreement Between Owner and Contractor**

Minor Projects under the Statutory Amount or No Design Consultant

| This            | s document has important le                           | egal consequences.  | Consultation with an attorney is encouraged with respect to its completion.  |
|-----------------|---|---|--|
| AG              | REEMENT made as of the                                | day of  | in the year <b>20</b> .  |
| ВІ              | ETWEEN the Owner:                                     | Division of Capita  | ment and Enterprise Services al Assets Management Properties Department ing Suite 106  |
| _               | n behalf of<br>sing Agency:                           | [Name]  |  |
| Ar              | nd the Contractor:                                    | [Name]<br>[Address]   |  |
| Fo              | or the Project:                                       | Solicitation No:<br>CAP Project No:<br>Project Name:<br>Project Location: | [CAP Proj#]<br>[CAP Proj Name]   |
| The             | Owner and Contractor agr                              | ee as follows:  |  |
| AR.             | TICLE 1. THE CONTRACT                                 | DOCUMENTS   |  |
| Rec<br>the      | quirements, Provisions, Screin, included as an attach | ope of Work, Plans<br>ment. The Contract                                  | eement and the Solicitation, as referenced, inclusive of any stated Conditions, , Specifications, Addenda and the Contractor's Bid Form as may be contained represents the entire and integrated agreement between the parties hereto and igreements, either written or oral.  |
| AR <sup>3</sup> | TICLE 2. THE WORK OF                                  | THIS CONTRACT   |  |
|                 | The Contractor shall fully Contract Documents to be   |   | escribed in the Contract Documents, except to the extent specifically indicated in others.   |
| AR              | TICLE 3. CONTRACT SU                                  | M AND PAYMENTS  |  |
|                 | arate Purchase Order issu                             |   | Il be the date of the Work Order issued by the Owner and affixed to the State's cost of the Work. The Contract Time shall be measured from the date of Work  |
| Pro             |   | of commencement   | n of the entire Work not later than <b>[Insert Number Of Days or "N/A" for 1+ FY</b> , or as follows: <b>[Insert "N/A" or FY year info]</b> , subject to adjustments of this nts.  |
|                 | If provided for in the Solici                         |   | as-needed maintenance or trade services, the Contract Time may be extended for o the Agreement.  |
| AR'             | TICLE 4. CONTRACT SUN<br>(The clause selected wit     |   | alid 4.1 contractual clause)   |
|                 | Projects with duration of month may be incrementated  | one month or less ally invoiced on a m                                    | te amount of <b>[Insert Amount in Words]</b> Dollars (\$ <b>[Insert Amount in Numbers]</b> , shall be invoiced upon final completion. Projects with a duration exceeding one nonthly basis. Final payment will not be made until Owner's Representative has a payment will be made to the Contractor after the Final Completion Date until all |
|                 |   |   | may or may not purchase the quantities stated in the Solicitation. Work authorized rates stated on the Contractor's Bid Form. Invoices will be accepted for payment  |

monthly for the Work completed in the previous month.

- **5.1 OWNER'S REPRESENTATIVE:** For the purposes of this Contract, the Administrator of DCAM/CAP or a designated person shall serve as the Owner's Representative, and serve as the Supervisory Official for the purposes of accepting the work and approving Invoices for Payment. No work will be accepted, nor any payments made without approval by the Owner or the Owner's Representative.
- **5.2 CONTRACT CHANGES:** Contract Changes shall be provided only upon prior written authorization by the Owner, and are subject to the statutory limits set forth in 61 O.S. § 121. Upon request by the Owner's Representative, Contractor shall prepare an itemized cost proposal for the requested contract change and submit to Owner's Representative for review and approval. If accepted by Owner, a Change Order will be processed and returned to Contractor, authorizing the change in the work and providing a notice to proceed.
- **5.3 AUDITS AND RECORDS CLAUSE**: As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the Contractor agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution of the resultant contract. The contractor is required to retain all records relative to this contract for the duration of the contract term and for a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records are started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later
- **5.4 OWNERSHIP OF DOCUMENTS**: All documentation generated as an instrument of service is and shall remain the property of the Owner, including shop drawings, equipment manuals, equipment warranties and as-built drawings. Contractor shall deliver said documents to Owner's Representative or as otherwise stated in the Solicitation upon final completion of the work.
- **5.5 SUCCESSORS AND ASSIGNS**: The Owner and the Contractor each binds themselves, partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The Contractor shall not assign, sublet or otherwise transfer its interest in this Agreement without the written consent of the Owner.
- 5.6 DISPUTES AND CLAIMS: The Owner and Contractor shall endeavor to resolve claims, disputes and other matters in question between them by participating in good faith in a settlement meeting to obtain a mutual agreement that resolves the claim or dispute. If an agreement cannot be attained, the Contractor may appeal to the Administrator of the Division of Capital Assets Management, by submitting written notice of a protest to the Administrator within twenty-one (21) days of the previous settlement meeting. The Administrator may hear the protest or may assign the Contractor's appeal to an administrative law judge the Division retains. If the appeal is assigned to an administrative law judge, the administrative law judge shall review the protest for legal authority and jurisdiction. If legal authority and jurisdictional requirements are met, the administrative law judge shall conduct an administrative hearing in accordance with the Administrative Procedures Act, 75 O.S. § 309 et seq., and provide findings of fact and conclusions of law to the Administrator. The Administrator shall send written notice to the Contractor of the final decision sustaining or denying the Contractor's appeal. If the Administrator denies Contractor's appeal, the Contractor may appeal pursuant to provisions of 75 O.S., § 309 et seq. of the Administrative Procedures Act.

#### 5.7 TERMINATION

- **5.7.1** This Agreement may be terminated by the Owner upon mailing notice of termination to the Contractor at least seven (7) working days in advance of the date of termination if the Contractor substantially fails to perform according to the terms and conditions of this Agreement in the opinion of the Owner or funds for the Project are insufficient to proceed with the Project. In the event of termination, the Contractor shall be paid compensation for services performed up until the date of termination subject to amounts withheld to satisfy any rightful claim or set off by the Owner.
- **5.7.2** This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- **5.7.3** This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Contractor for the Owner's convenience and without cause.
- **5.8 INSURANCE**: Insurance meeting the minimum limits of coverage listed below shall be maintained in full force by Contractor for the duration of the Contract. Certificates of Insurance shall be furnished naming the Owner as the Certificate Holder prior to acceptance of the Contract or issuance of a Work Order. The following are minimum limits of insurance coverage. If higher limits or additional insurance provisions are stated in the Bid Solicitation, the requirements of the Solicitation shall be the minimum required
  - **5.8.1** Workers' Compensation and Employers' Liability meeting statutory limits mandated by state and federal laws. (Companies exempt from the Workers' Compensation Act may substitute DCAM/CAP Form A321D in lieu of a Certificate of Coverage).
  - 5.8.2 Commercial General Liability shall be \$100,000 (Each Occurrence) and \$300,000 (General Aggregate).
  - **5.8.3** Automobile Liability (owned, non-owned and hired vehicles) shall be \$100,000 (Each Occurrence) and \$300,000 (General Aggregate), for bodily injury and property damage
  - 5.8.4 Property Damage (for projects under \$50,000) shall be \$50,000 (Each Occurrence) and \$100,000 (General Aggregate).
  - **5.8.5** Builder's Risk (for projects \$50,000.00 and above) shall be \$50,000 (Each Occurrence) and \$100,000 (General Aggregate).

#### **5.9 BONDS**

- **5.9.1** Bonds are required for any contract where the firm, fixed price contract sum equals or exceeds fifty thousand dollars (\$50,000), or where an individual work order under a non-binding service or maintenance contract exceeds fifty thousand dollars (\$50,000).
  - **5.9.1.1** Performance Bond for 100% of the value of the Contract to insure completion of the Work.
  - **5.9.1.2** Defect Bond for 100% of the value of the Contract to provide correction of defects in the construction and equipment for one year after acceptance of the Work; and
  - **5.9.1.3** Payment Bond for 100% of the Contract to assure that the Owner is protected from the action of Subcontractors, suppliers and employees for unpaid debts of the Contractor.
- 5.9.2 All bonds shall be on the forms prescribed and issued by the Owner as attached to this Agreement
- **5.9.3** Irrevocable Letters of Credit may be used as a substitute for the required bonds, on the forms prescribed and provided by the Owner and issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation.
- 5.10JURISDICTION: This Agreement shall be governed by the laws of the State of Oklahoma.

#### ARTICLE 6. OTHER CONDITIONS OF THE CONTRACT

- **6.1** The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at <a href="https://www.dhs.gov/E-Verify">www.dhs.gov/E-Verify</a>.
- **6.2** The Contractor certifies that they are in compliance with the State of Oklahoma Governor's Executive Order 2012-01, filed February 6, 2012 and effective July 1, 2012, the use of any tobacco product shall be prohibited on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma.
- 6.3 Other documents, if any, forming part of the Contract Documents are as follows:

Purchase Order [Select]

| STATE OF OKLAHOMA                        |   | [NAME] |
|--|---|--------|
| Office of Management and Enterprise Com- | : |        |

This Agreement entered into as of the day and year written above.

Office of Management and Enterprise Services Division of Capital Assets Management

(Owner Signature) (Date Signed)

Mickerl Jones
Director
Construction and Properties Department

(Date Signed)

(Contractor Signature) (Date Signed)

(Printed Name and Title)

#### ATTACHMENTS:

- 1. Contractor's Bid Form
- Contractor's Bid Affidavit
- Contractor's Insurance Certificate(s)
- **4.** Contractor's Bonds (if applicable)
- 5. Copy of Solicitation for Bids
- **6.** n/a

#### State of Oklahoma Office of Management and Enterprise Services Division of Capital Assets Management Construction and Properties

#### **Non-Collusion Affidavit**

| The statement below  | must be signed and | notarized before this | contract will bec | ome effective      |                      |
|--|--------------------|-----------------------|-------------------|--------------------|----------------------|
| STATE OF   | )<br>) ss          | Project Name:         |                   |                    |                      |
| COUNTY OF  |                    | CAP Project #:        |                   |                    |                      |
|  |                    |                       | , of lawful ag    | ge, being first du | lly sworn, on oath   |
| states, (S)he is the duly authorized agent of  | of                 |                       |                   |                    | , the                |
| Company under the contract which is attac  | hed to this staten | nent, for the purpos  | se of certifying  | the facts pertain  | ing to the giving of |
| things of value to government personnel in o   | rder to procure sa | id Contract;          |                   |                    |                      |
|  | •                  | ,                     |                   |                    |                      |
| (S)he is fully aware of the facts and circums has been personally and directly involved in   |                    |                       |                   |                    | ent is attached and  |
| Neither the Company nor anyone subject to donate to any office or employee of the State the Contract to which this statement is attach | e of Oklahoma an   |                       |                   |                    |                      |
|  |                    |                       |                   |                    |                      |
| (Company Printed Name)   | -                  |                       |                   |                    |                      |
|  | Subscribed and     | sworn to before me    | this              | day of             | .20                  |
| (Authorized Representative Signature)  |                    |                       |                   |                    | , -                  |
|  |                    |                       | (Signature of n   | otarial officer)   |                      |
| (Authorized Representative Printed Name)   |                    |                       |                   |                    |                      |
|  |                    |                       | My Commiss        | ion Expires:       |                      |
| (Authorized Representative Printed Title)  | _                  | (Seal)                | My Commiss        | ion #:             |                      |



## State of Oklahoma Office of Management and Enterprise Services Capital Assets Management Construction and Properties

#### **Invoice Affidavit for Construction**

(For Minor Projects under the Statutory Amount or No Design Consultant)

|                           | Progress Payment   |  | Date of Progress Invoice:   |   |
|---------------------------|--|--|---|---|
|                           | Final Payment  |  | Date of Final Invoice:  |   |
| STA                       | ATE OF   | Project Name:  | Pump Station – Webbers Falls WD   | U   |
| СО                        | UNTY OF  | _) CAP Project No.:  |   |   |
| СО                        | NTRACTOR OR SUPPLIER - COMPLETE THIS S   | SECTION (Choose Appro  | oriate Option)  |   |
|                           | Option 1: Contract Award is Less than \$50,000 an  | d Affidavit Provided in lieu   | of Statutory Bonds  |   |
|                           | Affidavit: The undersigned Contractor or Supplier belief, the Work or Materials covered by this Invoite Contract Documents, that all amounts have be Invoices for Payment, if any, were issued and panow due. In accordance with 61O.S., § 1.(C), that any of the contents of the affidavit are false, under the contents of the affidavit are false. | ice for Payment has been of the paid by the Contractor ayments received from the contractor acknowledges             | completed or materials delivered in accordal<br>or Supplier for Work or Materials for which<br>Owner, and that current payment shown he<br>that the execution of this affidavit with kn | nce with<br>previous<br>perein is<br>powledge |
|                           | Option 2: Contract Award is Greater than \$50,000  | and Statutory Bonds have   | been provided   |   |
|                           | Certification: The undersigned Contractor or Supplementary the Work or Materials covered by this Invoice for Contract Documents, that all amounts have been Invoices for Payment, if any, were issued and paynow due.  | r Payment has been comp<br>n paid by the Contractor o  | leted or materials delivered in accordance<br>Supplier for Work or Materials for which  | with the<br>previous                          |
| (Cor                      | npany Printed Name)  | (Autho   | rized Representative Printed Name)  |   |
| /A.ı.t                    | norized Representative Printed Title)  | (Author  | rized Representative Signature)   |   |
| •                         | TARIZE ONLY IF OPTION 1 ABOVE IS CHECKE  |  | nzeu Kepieseniauve Signature)   |   |
| •                         |  | n to (or affirmed) before me   | on day of   | , 20  |
|                           |  |  |   | <u> </u>                                      |
|                           |  |  | (Signature of notarial officer)   |   |
|                           |  |  | (-3   |   |
|                           |  |  |   |   |
|                           |  | (Seal)   | My Commission Expires:  My Commission #:  |   |
|                           |  | (Seal)   | My Commission Expires:  |   |
|                           | RTIFICATION OF SUPERVISORY OFFICIAL  | (Seal) (Owner's Representative)  | My Commission Expires:  |   |
| In a<br>Sup<br>has        | RTIFICATION OF SUPERVISORY OFFICIAL accordance with the Contract Documents, based of pervisory Official certifies to the Owner that to the progressed as indicated, the quality of the Work is ment of the Amount Certified. Attach Copy of Approximately 19 progressed as indicated.  | (Owner's Representative) on on-site observations an best of the Supervisory O s in accordance with the C             | My Commission Expires:  My Commission #:  d the data comprising the Invoice for Paym fficial's knowledge, information and belief the  | ne Work                                       |
| In a<br>Sup<br>has<br>pay | accordance with the Contract Documents, based of the contract of the Owner that to the progressed as indicated, the quality of the Work is   | (Owner's Representative) on on-site observations an best of the Supervisory Os in accordance with the Coved Invoice. | My Commission Expires:  My Commission #:  d the data comprising the Invoice for Paym fficial's knowledge, information and belief the  | ne Work                                       |

If this Affidavit is for Final Payment, forward one copy with final Invoice to DCAM/CAP to close out project.

#### SCOPE OF WORK

#### Labor - Installation of Permanent Pump Station & Pump Unit

Webbers Falls Wetland Development Unit (WDU), Muskogee County, Oklahoma

#### 1. GENERAL REQUIREMENTS

The proposed contract is for the building of a permanent pump station and installation of pump unit on the Webbers Falls WDU in Muskogee County, Oklahoma.

<u>General Project Overview</u>: Excavate, install and cover pump, intake and water delivery pipeline, place and install water control structure, place 5" surge rock and 24" rip-rap according to design plans. Will require the use of a long reach excavator with a minimum reach of 60' (feet), telescopic track (8,000 pound lift cap), wheel loader with a minimum 4.5 yard heaped bucket, and onsite capabilities to lift, place, weld 18" steel pipe and install 15" plastic pipe.

Project work will consist of: Building a jetty and underwater pad by excavating and placing both 5" surge rock and 24" rip-rap horizontal and on a 1:1 slope out into the Arkansas River, and placing/installing a pump intake (roughly 30 feet of the 42', 18" steel pipe with pump attached will be installed underwater) according to design plans. Excavating, welding and installing approximately 105' of pipe (both 18" steel, and 15" plastic) and water control structure with rip-rap splash pad on grade according to design plans.

<u>Additional Details:</u> All materials for installation will be provided and onsite for use. This solicitation is for the equipment and labor portion only to complete the project. See the attached design plans at the end of the solicitation. Please note the design change on the intake portion of the project (final page).

Location of the job site will be on the Webbers Falls WDU, located near Braggs, Oklahoma in Muskogee County. Rough directions are as follows: From State Highway 10, go West on County Rd. E0930 (Davis field Rd., North side of Braggs) approximately 2.5 miles, the road will dead end at job site. All work will be done as directed by the ODWC area biologist.

\*\*PLEASE NOTE\*\* Due to the potentially complex nature of the work, this project will have a mandatory pre-bid meeting at the job location (see above for location/directions. The meeting will take place on March 21<sup>st</sup>, 2018 at 10:30 AM CST. The project managers will be onsite to fully brief those interested in the project and to answer any questions. Any vendors who are interested in submitting a bid for this project must attend the meeting. Any bids received by vendors who did not attend the pre-bid meeting will be considered to be non-responsive and will not be a part of the evaluation. A sign in sheet will be provided onsite, and this will serve as the official method for tracking attendance (copy attached at the end of the solicitation). Vendors must sign the sheet in order to receive credit for attending the pre-bid meeting. If additional directions to the jobsite/meeting location are needed, please contact the contracting officer, Paul Proctor.

Vendors must submit their bid price based on a lump sum-total project cost. <u>Vendors are expected to supply all needed equipment and tools for proper construction and installation.</u> Also, while not required

for bid consideration, vendors are encouraged to supply an itemized quote for a breakdown of their submitted price.

Bids are invited as stated on the solicitation cover sheet and must be returned by the date and time specified. Late bids will not be considered. All bids must be accompanied by the Affidavit, attached.

<u>Insurance</u>: The successful bidder will be required to provide certificates of insurance for general liability, vehicles and worker compensation in the amounts specified in the contract (attached) immediately upon notification that they are the successful bidder. A contract will not be issued without the required proof of insurance.

<u>Basis of Contract</u>: The proposed contract will be a lump sum award, and will be awarded to one vendor only. Determination of Lowest Responsible Bidder will be made based on the lowest prices, the proposed time to complete the work, and attendance of the mandatory pre-bid meeting. Vendors are expected to supply all needed equipment and tools for proper construction and installation.

Failure to submit a complete bid, inclusive of affidavits and requested information, may disqualify the bidder. ODWC reserves the right to make any inquiries to ensure that the lowest bidder is actually capable to complete the work in a satisfactory manner.

The contract will be issued by the Office of Management and Enterprise Services, Construction and Properties Division (OMES/CAP). The Contractor shall not begin work until the contract is in place and written notice to proceed has been issued by OMES/CAP.

Terms and conditions: As stated in the contract.

<u>Change Orders</u>: Changes in the work shall not be undertaken without prior written authorization. Field personnel are not authorized to modify the scope of work in any way or to issue change orders to this contract. Contractor shall submit a written request for a proposed change, the reason for the proposed change and the increase or decrease in price and time required as a result of the change. Cumulative changes that exceed the original contract price by more than 15% are prohibited by Oklahoma law.

<u>Invoicing and Project Communication</u>: All work-execution related communications must go through the Agency Representative. Project invoices, including the attached Form G109, Affidavit for Payment, shall be sent to the Agency Representative at the following address and attention:

Oklahoma Department of Wildlife Conservation
Attn: Dennis McCollough
9097 N. 34<sup>th</sup> St. West
Porter, OK 74454
dennis.mccollough@odwc.ok.gov

#### 2. EXECUTION

Scheduling: Provide Agency Representative with proposed work schedule prior to beginning work.

Hour Meter: None. Total lump sum award.

<u>Travel</u>: Operator will not be compensated for travel to and from sites.

<u>Closeout</u>: At completion of the work, conduct final inspection with Agency Representative. Complete any corrective work as directed.

\*\*\*End of Scope of Work\*\*\*

| ITEM                               | UNITS | CUANTITES |
|------------------------------------|-------|-----------|
| 201 IMOBILIZATION / DEMOBILIZATION | L.S.  | ,         |
| 202 ISITE PREPARATION              | S     |           |
| 206 ISTEEL OUTLET STRUCTURE        | EA    |           |
| 208 ICAST—IN—PLACE CONCRETE        | C.Y.  | 5.3       |
| 209 IRIP RAP 2: THICK              | NOL   | 122       |
| 209 RIP RAP 1' THICK               | NO    | 68        |
| 301 IRE-LIFT PUMP                  |       |           |
| IPUMP AND STEEL INTAKE PIPE        | EA    | ,         |
| IPOWER UNIT                        | EA    |           |
| 308 IHDPE PIPELINE                 |       | ,         |

# WEBBERS FALLS WDU PUMP PROJECT

MUSKOGEE COUNTY, OKLAHOMA

PREPARED FOR:

# OKLAHOMA DEPARTMENT OF WILDLIFE CONSERVATION



### CONSTRUCTION SPECIFICATIONS

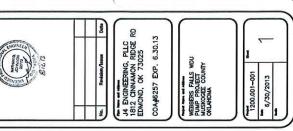
- 201 MOBILIZATION/DEMOBILIZATION
  - 202 SITE PREPARATION
- 203 EXCAVATION
- 204 EARTHFILL/EMBANKMENT
  - 205 WATER CONTROL
- 206 WATER CONTROL STRUCTURES 208 CAST—IN—PLACE CONCRETE
- 209 RIP RAP

PROJECT LOCATION

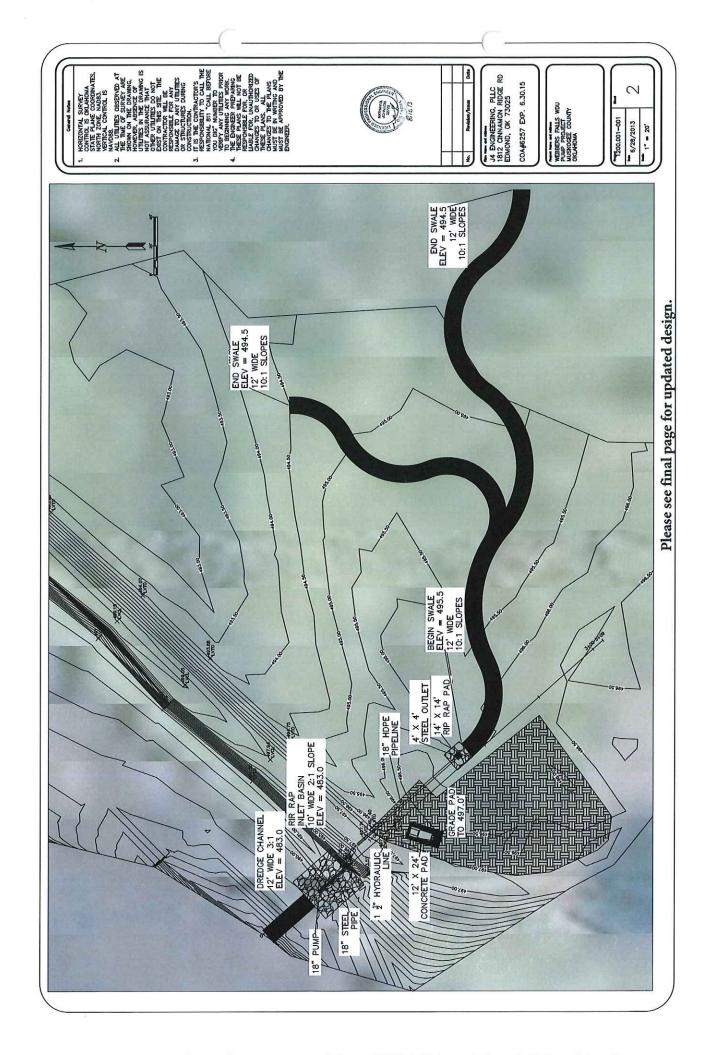
- 210 SEEDING & MULCH
- 211 POLLUTION CONTROL
  - 301 RE-LIFT PUMP
- 308 HDPE PIPELINE

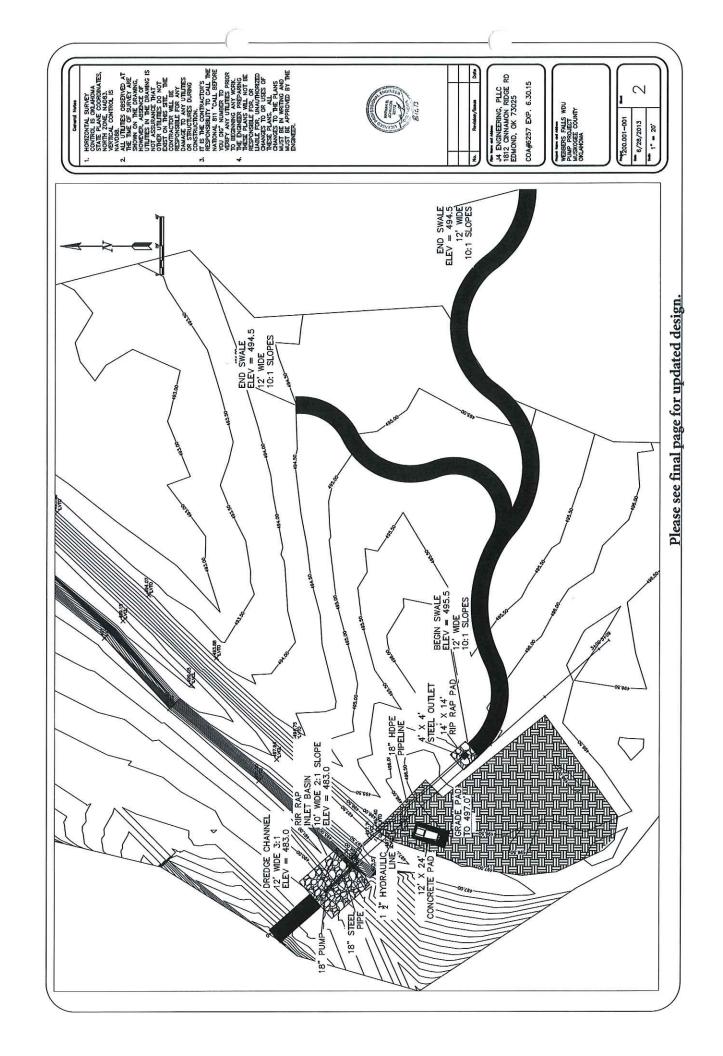
# SHEET INDEX

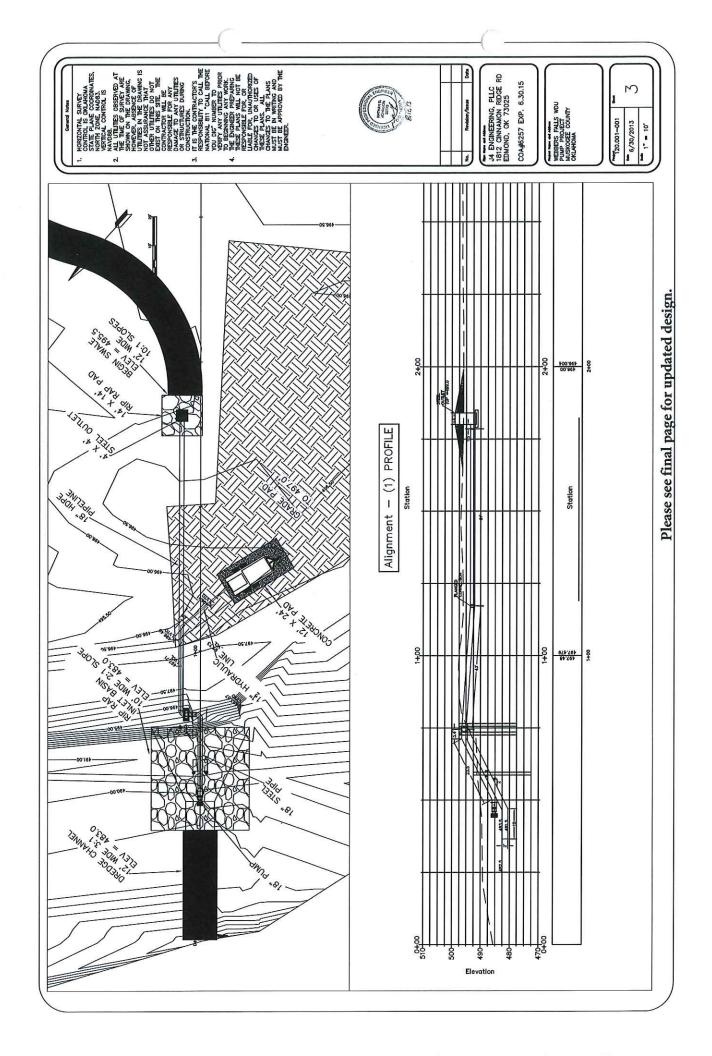
- COVER SHEET
- 2 SITE OVERVIEW
- 3 PIPELINE PLAN/PROFILE SHEET
- 4 PUMP PLAN/PROFILE SHEET
  - 5 PUMP DETAIL SHEET
- 6 DETAIL SHEET
- 7 DETAIL SHEET

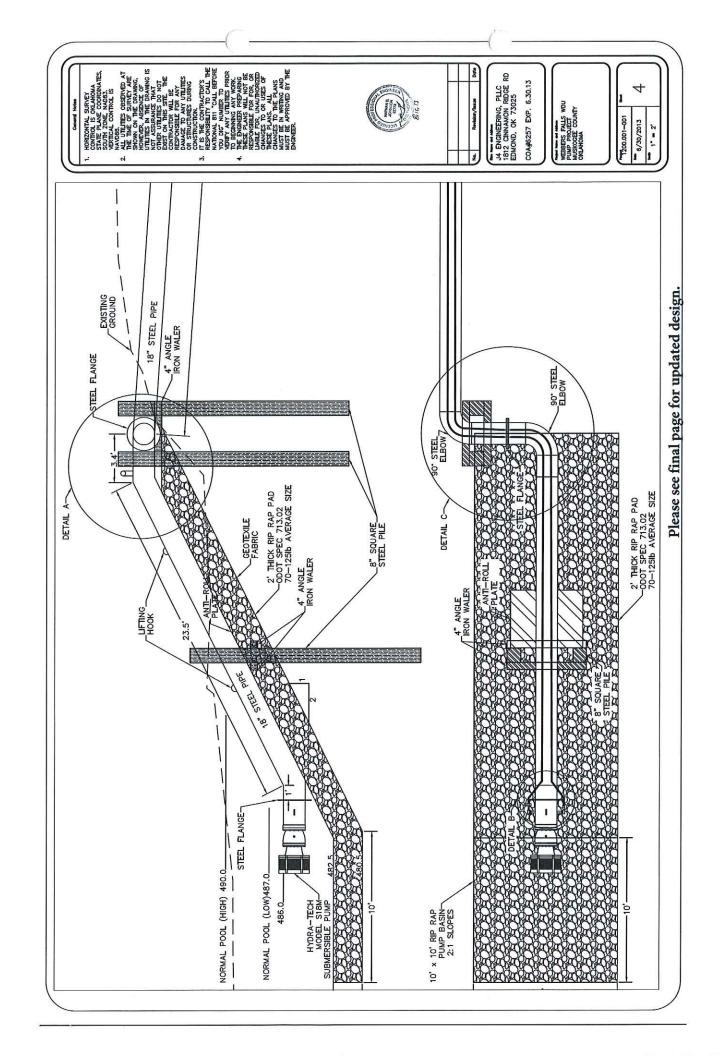


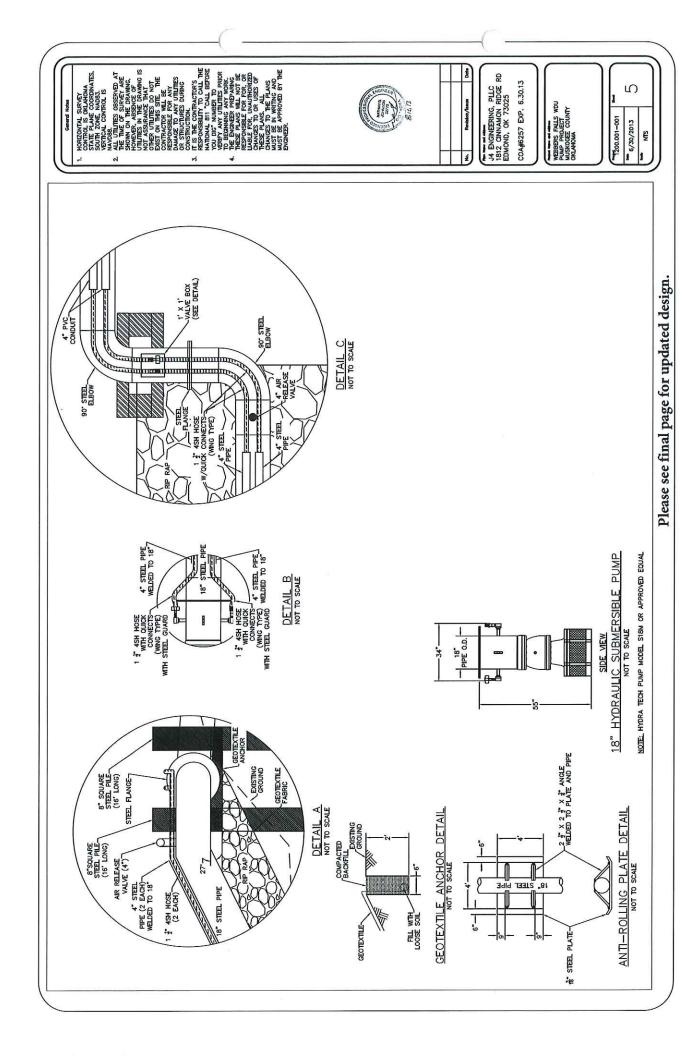


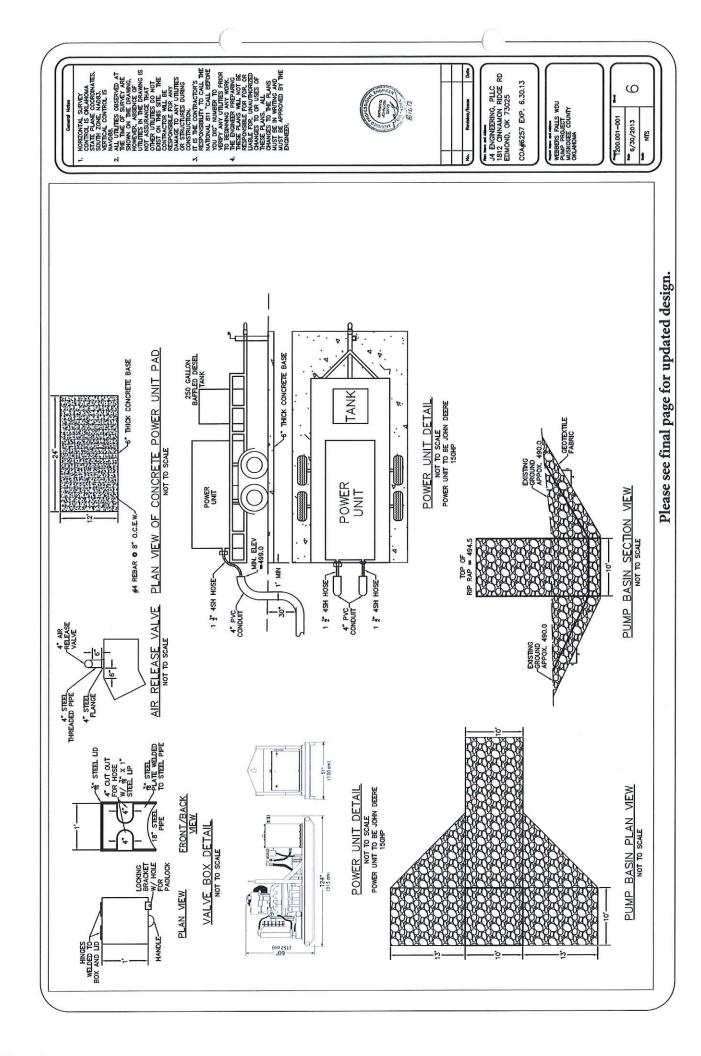


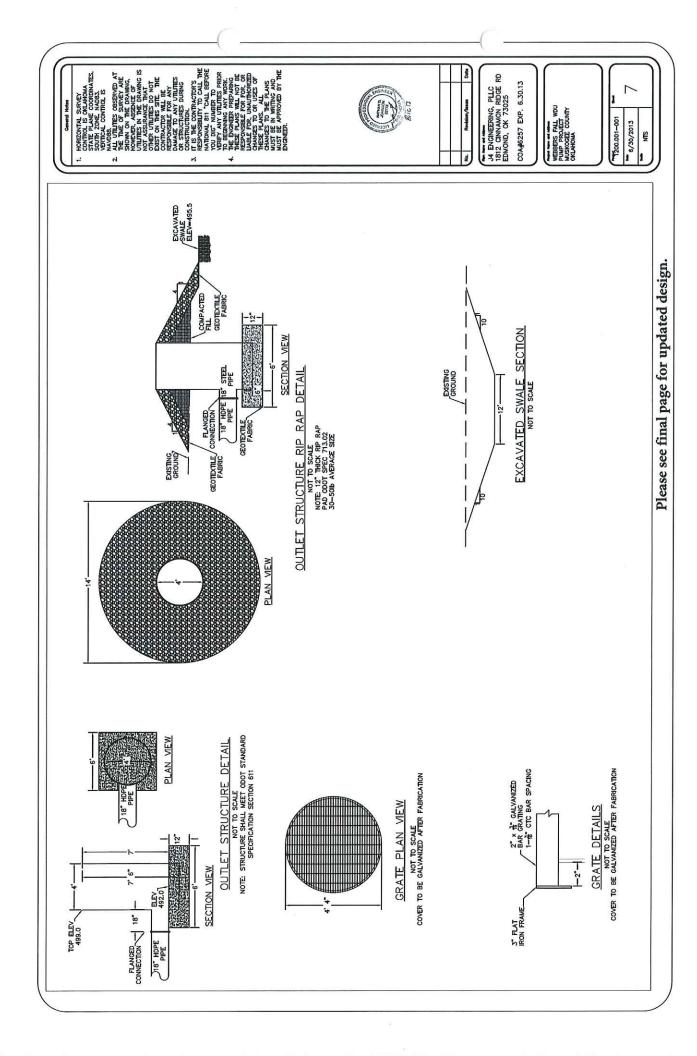


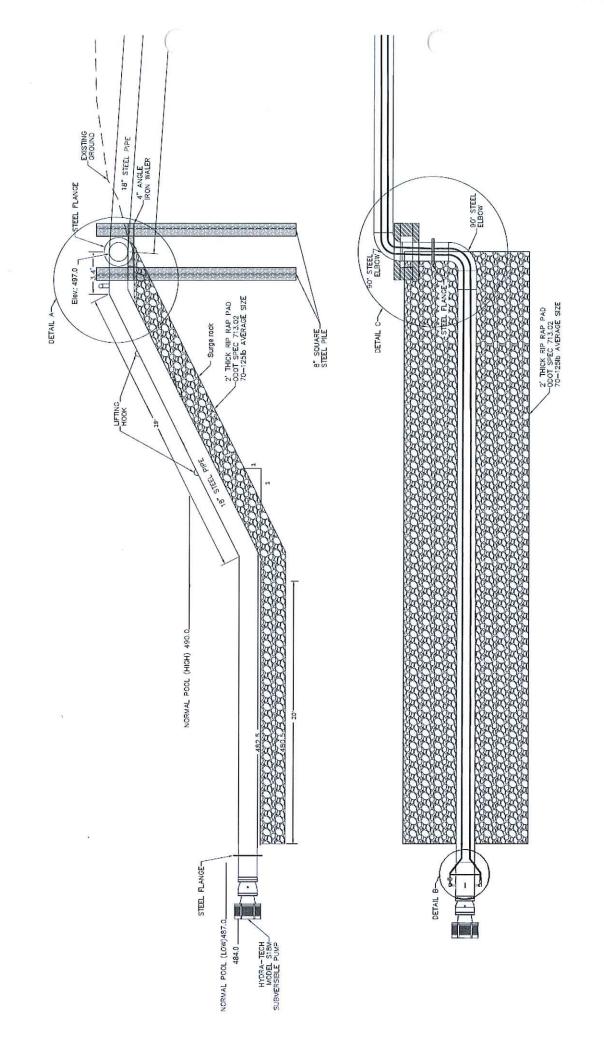














| Oklahoma Department of | Mandatory Pre-bid Meeting: Solictaiton #065P |
|------------------------|--|
| Wildlife Conservation  | Sign in Sheet                                |

| Date: March 21, 2018 | 10:30 AM CST | Webbers Falls Wetland Development Unit (WDU) |
|----------------------|--------------|--|

Project: Solicitation #065P - Permanent Pump Station, Webbers Falls WDU
Project Manager: Dennis McCollough

| #  | Company Name | Representative Name<br>(Please Print) | Signature | Phone & Email Address |
|----|--------------|---------------------------------------|-----------|-----------------------|
| 1  |              |                                       |           |                       |
| 2  |              |                                       |           |                       |
| 3  |              |                                       |           |                       |
|    |              |                                       |           |                       |
| 4  |              |                                       |           |                       |
| 5  |              |                                       |           |                       |
| 6  |              |                                       |           |                       |
| 7  |              |                                       |           |                       |
| 8  |              |                                       |           |                       |
| 9  |              |                                       |           |                       |
| 10 |              |                                       |           |                       |
| 11 |              |                                       |           |                       |
| 12 |              |                                       |           |                       |
| 13 |              |                                       |           |                       |
| 14 |              |                                       |           |                       |