

**NORMAN UTILITIES AUTHORITY  
NORMAN, OKLAHOMA  
WATER RECLAMATION FACILITY – PHASE 2  
Oklahoma Water Resources Board, CWSRF Project Number ORF-14-0005-CW**

**BID FORM**

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## ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

***The Chairman and Utilities Board Members  
Norman Utilities Authority (OWNER)  
201 West Gray  
Norman, OK 73069***

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 2.02 In submitting this Bid, Bidder acknowledges and accepts Contractor's representations as more fully set forth in the Agreement Form.
- 2.03 By submitting this bid proposal under this solicitation, the Bidder understands that the bid/proposal is subject to the Davis-Bacon Act, including prevailing wage rates and the Contract Work Hours and Safety Standards Act.
- 2.04 In submitting this Bid, Bidder certifies Bidder is qualified to do business in the State of Oklahoma as required by laws, rules and regulations or, if allowed by statute, covenants to obtain such qualification prior to contract award.

## ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>2-11-14</u>
<u>2</u>	<u>2-19-14</u>
<u>3</u>	<u>3-14-14</u>
<u>4</u>	<u>3-24-14</u>
<u><del>5</del></u>	

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. The submission of the Bid constitutes that applicable sales taxes are included in the stated Bid prices for the work, unless provision is made herein for the bidder to separately itemize the estimated amount of sales tax.
- L. By submitting a bid/proposal under this solicitation, the Bidder understands that the bid/proposal is subjected to the Davis/Bacon Act including prevailing wage rates and the Contract Work hours and Safety Standards Act.

- M. By submitting a bid/proposal, the Bidder understands that the bid/proposal is subjected to the Oklahoma Clean Water State Revolving Fund (CWSRF) regulations and requirements including but not limited to CWSRF's Disadvantaged Business Enterprise Program (DBE).

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### **ARTICLE 5 – BASIS OF BID**

- 5.01 Cash Allowances: Bidder agrees that the following Products (materials and equipment) as further described in Sections 01 29 00, PAYMENT PROCEDURES, and 01 50 00, TEMPORARY FACILITIES AND CONTROLS, will be furnished and paid for on a cash allowance basis and that the amount shown is an estimated amount to be included in the Total Base Bid. Bidder further acknowledges that final payment will be based on actual costs as determined in conformance with the Bidding Documents and as authorized by Change Order.

ITEM	DESCRIPTION	CASH ALLOWANCE
1.	Work Change Directives	\$ 500,000.00
2.	Independent Testing Cash Allowance	\$ 50,000.00
3.	Field Trailer Office Equipment	\$ 20,000.00
4.	Site Lighting Enhancements and Miscellaneous Efforts	\$ 40,000.00
Lump Sum for Cash Allowances		\$ 610,000.00

All specified cash allowances are included in the price(s) set forth above, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

5.02 Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.03 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Base Bid Item No.	Bid Qty	Description (Bidder to write Bid Price in words)	Unit Price	Bid Price
1	1 LS	All Work as defined in the Contract Documents except those items listed separately below, for the lump sum of:  <i>Forty five million seventy three thousand dollars</i>	N/A	\$  <i>45,073,000<sup>00</sup></i>
2	1 LS	Pre-Negotiated Firm Price for Open-Channel Low-Pressure/High-Intensity Ultraviolet Treatment Equipment as defined in Specification Section 46 66 56; for the lump sum of: <b>One Million Eight Hundred and Six Thousand Dollars</b>	N/A	\$1,806,000.00
3	1 LS	Allowance 1 for Work Change Directives (miscellaneous work on a change authorization basis) required during completion of the Project to be used solely at the discretion of the OWNER and ENGINEER, for the lump sum of: <b>Five Hundred Thousand Dollars</b>	N/A	\$500,000.00



Base Bid Item No.	Bid Qty	Description (Bidder to write Bid Price in words)	Unit Price	Bid Price
4	1 LS	Allowance 2 for Additional Independent Testing in addition to testing as defined within the Contract Documents (miscellaneous work on a change authorization basis) required during completion of the Project to be used solely at the discretion of the OWNER and ENGINEER, for the lump sum of: <b>Fifty Thousand Dollars</b>	N/A	\$50,000.00
5	1 LS	Allowance 3 for Field Trailer Office Equipment (miscellaneous work on a change authorization basis) to be used solely at the discretion of the OWNER and ENGINEER, for the lump sum of: <b>Twenty Thousand Dollars</b>	N/A	\$20,000.00
6	1 LS	Allowance 4 for Site Lighting Enhancements and Miscellaneous Efforts (miscellaneous work on a change authorization basis) to be used solely at the discretion of the OWNER and ENGINEER, for the lump sum of: <b>Forty Thousand Dollars</b>	N/A	\$40,000.00
7	1,000 square feet	Asphalt Pavement including compacted base, above the quantity required by the documents. <u>Eight dollars</u>	\$ 8. <sup>00</sup>	\$ \$8,000 <sup>00</sup>
8	25 each	Bollards including excavation, concrete, and backfill, above the quantity required by the documents. <u>Four hundred fifty dollars</u>	\$ 450 <sup>00</sup>	\$ 11,250 <sup>00</sup>

Base Bid Item No.	Bid Qty	Description (Bidder to write Bid Price in words)	Unit Price	Bid Price
9	250 square feet	Concrete Pavement including compacted base, above the quantity required by the documents. <u>Twenty dollars</u>	\$ 20 <sup>00</sup>	\$ 5,000 <sup>00</sup>
10	250 linear feet	Curb and Gutter including compacted base, above the quantity required by the documents. <u>twenty dollars</u>	\$ 20 <sup>00</sup>	\$ 5,000 <sup>00</sup>
11	Lump Sum	Existing Refrigerated Sampler Repairs including all work required as specified in Section 01 31 17. <u>Seven thousand dollars</u>	\$ 7,000 <sup>00</sup>	\$ 7,000 <sup>00</sup>
12	500 linear feet	Total Concrete Crack Injection, above the quantity required by the documents and specified in Section 01 31 15. This quantity and pricing are applicable for any structure specified within Section 01 31 15. <u>Fifty dollars</u>	\$ 50 <sup>00</sup>	\$ 25,000 <sup>00</sup>

Base Bid Item No.	Bid Qty	Description (Bidder to write Bid Price in words)	Unit Price	Bid Price
13	500 square feet	Total Concrete Surface Repair, above the quantity required by the documents and specified in Section 01 31 15. This quantity and pricing are applicable for any structure specified within Section 01 31 15. <u>Forty dollars</u>	\$ 40 <sup>00</sup>	\$ 20,000 <sup>00</sup>
14	12,700 Cubic Yards	Total Estimated Volume of Sludge to be handled throughout the Project. Sludge to be handled and disposed of by Contractor per Specification Section 33 01 20 – Wastewater Liquid and Solids Removal. <u>Nineteen dollars</u>	\$ 19 <sup>00</sup>	\$ 241,300 <sup>00</sup>
15	3,000 Cubic Yards	Total Volume of Trash, above the quantity required by the Contract Documents. Trash to be handled and disposed of by the Contractor as indicated within the Contract Documents. <u>Thirteen dollars</u>	\$ 13 <sup>00</sup>	\$ 39,000 <sup>00</sup>
16	1 LS	Pre-Negotiated Firm Price for Small In-Line Grinder as defined in Specification Section 44 43 33.10; for the lump sum of: Fifteen Thousand and Five Hundred Dollars	N/A	\$15,500.00
17	1 LS	Pre-Negotiated Firm Price for Fine Bubble Fixed Grid Aeration Equipment as defined in Specification Section 44 42 13 and the Membrane Disk Fine	N/A	\$893,500.00

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Base Bid Item No.	Bid Qty	Description (Bidder to write Bid Price in words)	Unit Price	Bid Price
		Bubble Diffused Aeration System as defined in Specification Section 46 51 47; for the lump sum of: Eight Hundred and Ninety Three Thousand and Five Hundred Dollars		
18	1 LS	Pre-Negotiated Firm Price for Double Disc Sludge Pumps as defined in Specification Section 44 42 56.13; for the lump sum of: Sixty Three Thousand Dollars	N/A	\$63,000.00
Total Base Bid Price				\$ 48,822,550 <sup>00</sup>

Total of Lump Sum and Unit Price Bids = Total Base Bid Price (Bidder to write price in figures and words)

\$ ~~48~~ 48,822,550<sup>00</sup>  
 Forty eight million Eight hundred Twenty Two Thousand five hundred fifty dollars

#### 5.04 BID ALTERNATES

- A. The undersigned bidder offers to make, at the bid alternate prices (Deductive Bid Alternates) following, the changes in the work covered in the Total Base Bid Price that are specified in the bid alternates priced below:
- B. It is understood that:
  1. All bid alternate prices shall be filled in. The work detailed by the bid alternate(s) is an extension of the nature of the work for the Total Base Bid Price's project. This proposal requires that the undersigned Bidder propose on all work detailed by the Total Base Bid Price's project and the decrease in work as detailed by each and all of the bid alternates. Failure to comply with this requirement of submitting a price for each and all of the bid alternates may render the Bid non-responsive and may cause its rejection.
  2. The acceptance or rejection of any or all of these bid alternates is at the option of the Owner.

3. Acceptance or rejection of bid alternates will not necessarily be made on the basis of price alone.
4. The acceptance or rejection of one or more bid alternates will not affect the Total Base Bid Project bid, nor other conditions of this bid, nor the price of other accepted bid alternates.
5. Reference Document 00 21 00, Article 19 for Method of Award.
6. Reference Document 01 11 20 Deductive Bid Alternates Coordination for information and descriptions of each bid alternate (Deductive Bid Alternates).
7. The undersigned has carefully examined the plans and other contractual documents and has coordinated the scopes between the Total Base Bid Documents and the Bid Alternate Documents. Through submittal of a bid, the undersigned agrees and understands that the documents have been prepared with the highest level of care in the effort to coordinate the scopes of the Total Base Bid Project documents and the Bid Alternate documents. The undersigned agrees and accepts the responsibilities to coordinate and construct all required interconnections and coordination facilities between the Total Base Bid Project and any of, any combination of, and/or a total combination of the Bid Alternates to develop complete and operational facilities that meet the regulatory requirements for the facilities and the requirements set forth by these contract documents.

Deductive Bid Alternates (Bidder to write price in words)	Price
<p>Alternate A: Deduct Primary Clarifier Rehabilitations.</p> <p><u>One million two hundred ninety six thousand dollars</u></p>	<p>\$ 1,296,000<sup>00</sup></p>
<p>Alternate B: Deduct 2nd 24-inch diameter Return Sludge Pipeline. Construct required caps and plugs to isolate remaining piping.</p> <p><u>One hundred seventy thousand dollars</u></p>	<p>\$ 170,000<sup>00</sup></p>
<p>Alternate C: Deduct Facility 75's Dewatered Sludge Bin Loading Improvements, including building improvements, sludge transport improvements that include sludge conveyance and access improvements, and Foul Air Treatment System C and transport to a field constructed biofilter including associated fans, ducts, ductwork, and associated electrical, instrumentation and controls. Construct Facility 75's Foul Air Treatment System C Alternate including all associated fans, ducts, ductwork, structural pads, and associated electrical, instrumentation and controls. Construct all foul air collection and conveyance systems not directly connected to the Dewatered Sludge Bin Loading Facility and as illustrated on the plans.</p> <p><u>One hundred eighty eight thousand dollars</u></p>	<p>\$ 188,000<sup>00</sup></p>
<p>Alternate D: Deduct Facility 75's Foul Air Treatment System D's Westside Lift Station's Foul Air Facilities including associated fans, ducts, ductwork, and associated electrical, instrumentation and controls.</p> <p><u>Five hundred sixty six thousand dollars</u></p>	<p>\$ 566,000<sup>00</sup></p>
<p>Alternate E: Deduct All Foul Air Facilities as illustrated by Facility 75 in its entirety including associated scrubber units, pumps, chemical addition, fans, ducts, ductwork, and associated electrical, instrumentation and controls.</p> <p><u>Three million three hundred five thousand dollars</u></p>	<p>\$ 3,305,000<sup>00</sup></p>



Deductive Bid Alternates (Bidder to write price in words)	Price
Alternate F: Deduct the Post-Aeration Basin's covers. <u>One hundred forty nine thousand dollars</u>	\$ <u>149,000<sup>00</sup></u>
Alternate G: Deduct Blower No. 6 and associated piping and associated electrical, instrumentation and controls. <u>Two hundred eleven thousand dollars</u>	\$ <u>211,000<sup>00</sup></u>
Alternate H: Deduct Blower No. 5 and associated piping and associated electrical, instrumentation and controls. <u>Two hundred fifteen thousand dollars</u>	\$ <u>215,000<sup>00</sup></u>

#### ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 840 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 900 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder agrees that the Work's Early Completion Package will be substantially complete on and before 540 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions.
- 6.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- ✓ A. Required Bid security in the form of a certified or bank check, or a Bid Bond, issued by a surety meeting the requirements of the General Conditions.
  - ✓ B. List of Proposed Subcontractors; 3 LOW BIDDERS w/ 30 MINUTES
  - ✓ C. List of Proposed Equipment Manufacturers and Suppliers including other individuals and entities required to be identified in this Bid.
  - ✓ D. List of Project References;
  - ✓ E. Non-Collusion Affidavit;
  - ✓ F. Evidence of authority to do business in the state of the Project
  - ✓ G. Contractor's License No.: N/A

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- ✓ H. Required Bidder Qualification Statement with supporting data; and
- ✓ I. ORF 211 Equal Opportunity
- ✓ J. ORF 212 Contractor's Certification of Non-segregated Facilities
- ✓ K. ORF 248A OWRB Solicitation of Firms
- ✓ L. ORF 249 OWRB Bidders List
- ✓ M. ORF 373A Disadvantage Business Enterprises (DBE) Good Faith Efforts Checklist
- ✓ N. EPA 6100-2 Disadvantage Business Enterprises (DBE) Subcontractor Participation Form
- ✓ O. EPA 6100-3 Disadvantage Business Enterprises (DBE) Subcontractor Performance Form
- ✓ P. EPA 6100-4 Disadvantage Business Enterprises (DBE) Subcontractor Utilization Form
- ✓ Q. ORF 412 Non-collusion Affidavit
- ✓ R. ORF 413 Business Relationship Affidavit
- ✓ S. MBE/WBE/Small Business Documentation
- ✓ T. Davis Bacon Wage Rates

#### **ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.



**ARTICLE 9 – BID SUBMITTAL**

If Bidder is awarded a construction contract from this Bid, the surety who provides the Performance and Payment Bond(s) shall be:

TRAVELERS CASUALTY AND SURETY, whose address is,  
ONE TOWER SQUARE HARTFORD, CONNECTICUT 06183  
Street City State Zip

BIDDER: [Indicate correct name of bidding entity]

ARCHER WESTERN CONSTRUCTION, LLC

By:

[Signature]

Daniel P. Walsh

[Printed name]

DANIEL P. WALSH

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

Matthew Walsh

[Printed name]

MATTHEW WALSH

Title:

CORP. SECRETARY

Submittal Date:

MARCH 27, 2014

Address for giving notices:

1411 GREENWAY DR  
IRVING, TX 75038

Telephone Number:

972-457-8500

Fax Number:

972-457-8501

Contact Name and e-mail address:

ROD LUNKWITZ

rlunkwitz@walshgroup.com

Bidder's License No.:

N/A

(where applicable)

**Resolution of the Members of**  
**Walsh Construction Group, LLC Granting Signature**  
**Authority for Archer Western Construction, LLC**

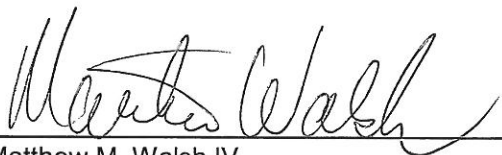
I hereby certify that I am the Secretary of Walsh Construction Group, LLC, a limited liability company formed under the laws of the State of Illinois ("Company"), and that the following is a correct and true copy of a resolution duly and unanimously adopted by the Members of Walsh Construction Group, LLC, Manager of Archer Western Construction, LLC, at a meeting held the 6th day of February, 2014, at which time the following resolutions were duly adopted in accordance with the procedures set forth in the limited liability agreement of the Company and that said resolutions have not been amended, rescinded or revoked, and are in no way in conflict with any of the provisions of the Company's limited liability agreement.

BE IT RESOLVED by this Board of Directors that the following individuals, in addition to any other individuals previously authorized by resolution, are and shall hereinafter be duly authorized to execute legal documents that bind Archer Western Construction, LLC regarding all matters, including but not limited to bonds, bid proposal documents and contracts:

**Daniel P. Walsh      President**

BE IT FURTHER RESOLVED that the foregoing resolution shall continue in force until express written notice of its rescission or modification has been received.

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of the Walsh Construction Group, LLC this 6th day of February, 2014.

  
\_\_\_\_\_  
Matthew M. Walsh IV  
Secretary  
Walsh Construction Group, LLC

(SEAL)