

NOTICE TO BID

The Board of Tillman County Commissioners is accepting sealed bids for the **BASELINE ROAD OVERLAY PROJECT** until **4:00 p.m. on September 5, 2025**. Sealed Bids shall be delivered or mailed to the Purchasing Department located in the Tillman County Clerk's Office, Tillman County Courthouse, P.O. Box 992, 201 N. Main, Frederick, OK 73542. Bids received after 4:00 p.m., CST, September 5, 2025, shall not be considered and shall be returned unopened to the bidder. The sealed envelope containing the bid must be clearly marked **BID #7-2025, Baseline Project** with the name of the project, opening date and must state Bidders name & address. SEALED BIDS will be opened at 10:00 am on September 8, 2025 in the County Commissioners' Office located on the second floor of the Tillman County Courthouse.

A Bid Packet containing the Invitation to Bid, Instruction to Bidders, Bid Form, and other related Bid Documents may be examined or picked up at the Tillman County Clerk's Office located on the second floor of the Tillman County Courthouse, 201 N. Main, Frederick, OK 73542.

An original cashier's check, a certified check or a surety bond in the amount of five percent (5%) of the Bid shall accompany the sealed bid for each bidder. In addition to the 5% Bid Bond, a signed Affidavit of Non-Collusion is required when submitting bids. A 100% Performance Bond, 100% Statutory Bond, 100% One Year Warranty Bond and Proof of Public Liability and Workers Comp Insurance will be required of the successful Bidder. Bonding companies must appear on Treasury Circular 570 and be authorized to transact business in the State of Oklahoma for an amount in excess of the bid. The contract will be awarded to the lowest responsible bidder within 30 days from date of bid opening. Provided, the County may extend the date for awarding the contract for 15 days according to state law (90 days if funds utilized for the project are furnished by an agency of the United States Government).

The Board of Tillman County Commissioners reserves the right to accept or reject any or all bids and waive any informalities. The Board of Tillman County Commissioners also reserves the right to make awards by items, groups of items, or all or none, whichever is in the best interest of the county.

Cacy Caldwell
Tillman County Clerk and Purchasing Agent

INFORMATION FOR BIDDERS

BIDS will be received by Tillman County, Oklahoma (herein called the "OWNER"), at Tillman County Courthouse until 4:00PM, September 5, 2025 and then at said office publicly opened and read aloud for construction of

RESURFACE OF COUNTY ROAD EW1730 (BASELINE ROAD) WITH 3" OF SUPERPAVE TYPE S4 (PG64-22OK) (2 LIFTS OF 1.5"). BEGINNING 8 MILES NORTH OF THE NS2390/HWY-5 INTERSECTION, EXTENDING 15,697.00 FEET (2.973 MI.) EAST TO THE EAST END OF RADII OF THE NS2420/EW1730 INTERSECTION.

Sealed BIDS shall be delivered or mailed to the Purchasing Department located in the Tillman County Clerk's Office, Tillman County Courthouse, P.O. Box 992, 201 N. Main, Frederick, OK 73542. Bids received after 4:00 p.m., CST, September 5, 2025, shall not be considered and shall be returned unopened to the bidder. The sealed envelope containing the bid must be clearly marked **BID #7-2025, Baseline Project** with the name of the project, opening date and must state Bidders name & address. SEALED BIDS will be opened at **10:00 am on September 8, 2025** in the County Commissioners' Office located on the second floor of the Tillman County Courthouse.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities or WORK or the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING all information which is pertinent to, land delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

EACH BID MUST BE ACCOMPANIED BY A BID BOND PAYABLE TO THE OWNER FOR FIVE PERCENT OF THE TOTAL AMOUNT OF THE BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND, performance BOND, and maintenance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A performance BOND, a payment BOND, and a maintenance BOND each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

INFORMATION FOR BIDDERS

Attorneys-in-fact who sign BID BONDS, payment BONDS, performance BONDS, and maintenance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND, payment BOND, and maintenance BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable performance BOND, payment BOND, maintenance BOND, and Agreement signed by the party to whom the agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted
Award will be made to the lowest responsible BIDDER
All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to the BID.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the SUPPLEMENTAL GENERAL CONDITIONS.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

BID FORM

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of Oklahoma, doing business as () a corporation, () a partnership, () an individual.

To **Tillman County, Oklahoma** (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of:

**RESURFACE OF COUNTY ROAD EW1730 (BASELINE ROAD) WITH 3" OF
SUPERPAVE TYPE S4 (PG64-22OK) (2 LIFTS OF 1.5"). BEGINNING 8 MILES
NORTH OF THE NS2390/HWY-5 INTERSECTION, EXTENDING 15,697.00 FEET
(2.973 MI.) EAST TO THE EAST END OF RADII OF THE NS2420/EW1730
INTERSECTION.**

In strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within **60** consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages the sum of **\$100.00** for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

BID SCHEDULE - OPTION 2 – TWO 1.5” LIFTS

RESURFACE OF COUNTY ROAD EW1730 (BASELINE ROAD) WITH 3” OF SUPERPAVE TYPE S4 (PG64-22OK) (2 LIFTS OF 1.5”). BEGINNING 8 MILES NORTH OF THE NS2390/HWY-5 INTERSECTION, EXTENDING 15,697.00 FEET (2.973 MI.) EAST TO THE EAST END OF RADII OF THE NS2420/EW1730 INTERSECTION.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

COUNTY ROAD EW-1750 PAY ITEMS

<u>ITEM NO.</u>	<u>ITEM</u>	<u>UNIT</u>	<u>PRICE</u>	<u>QUANTITY</u>	<u>TOTAL PRICE</u>
407(B) 7300	TACK COAT (R-25)	GAL		5,927.00	
411(C) 1430	SUPERPAVE, TYPE S4 (PG 64-22 OK) (R-26) (1) (2)	TON		6,871.00	
412 3100	COLD MILLING PAVEMENT (3)	SY		978.00	
880(J) 7110	CONSTRUCTION TRAFFIC CONTROL (4)	LSUM		1.00	
641 2110	MOBILIZATION	LSUM		1.00	
642(A) 3200	CONSTRUCTION STAKING LEVEL I (5)	LSUM		1.00	

COUNTY ROAD EW1730 TOTAL BID \$ _____

COUNTY ROAD EW1730 GENERAL CONSTRUCTION NOTES

Location: Proposed project begins 8 Mi. North of Intersection of NS2390 and State Highway 5, extending 15,697.00 feet East on County Road EW1730 to the East end of radii of EW1730/NS2420 intersection. New pavement width to match the existing pavement and the existing centerline of the road. The width of the existing of the project is 22 feet.

Any disturbance outside the existing pavement to the sod, curb and gutter and existing driveways to be replaced at the contractor's expense.

All methods of construction and materials for construction shall be in accordance with Section 401 – General Requirements for Surfaces and Section 700-Material of the Oklahoma Department of Transportation 2019 Standards Specifications for Highway Construction, respectively.

BID SCHEDULE - OPTION 2 – TWO 1.5” LIFTS

COUNTY ROAD EW-175 PAY ITEM NOTES

- (R-25) Estimated at 0.075 Gallons per square yard of original emulsion of tack coat (before dilution for application) in accordance with section 407 of the Standard Specifications.
- (R-26) Estimated at 112 lbs. per sq. yd. per 1” thick.
- (1) Includes cost of sawing pavement at the section line returns, driveways, beginning and end of the project. Superpave Type S4 (PG 64-22 OK) will be placed in two lifts of 1.5”.
 - (2) Quantity includes 100 Tons per mile for patching, leveling and widening. Patching and leveling to be performed by a motor grader in all visible uneven areas and where cross-slopes are excessive.
 - (3) Cold milling pavement for areas at the beginning and end of the project in a manner approved by the engineer. Typical milled areas to be milled at 3 inches deep for 50 feet and taper from 3 inches to 0 inches in 150 feet or in a manner approved by the engineer. All cold milled surfaces will be paved the same day with no exceptions.
 - (4) Shall include all traffic control devices necessary to regulate traffic during construction. This item shall be paid for as a lump sum due to the minor extent of construction for this project. All traffic control shall be in accordance with the OKLAHOMA DEPARTMENT OF TRANSPORTATION TRAFFIC CONTROL (TCS) STANDARDS (current edition) and the “MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES” (current edition).
 - (5) Includes stationing layout for inspector’s yield calculations.

BID SCHEDULE - OPTION 2 – TWO 1.5” LIFTS

SEE ATTACHED MATERIALS LIST

TOTAL OF BID \$ _____

Respectfully submitted: _____
Name of Company

Signature

Address

Title

Date

License Number (if applicable)

(SEAL – if BID is by a corporation)

Attest _____

BID SCHEDULE – OPTION 1 - ONE 3” LIFT

RESURFACE OF COUNTY ROAD EW1730 (BASELINE ROAD) WITH 3” OF SUPERPAVE TYPE S4 (PG64-22OK) (2 LIFTS OF 1.5”). BEGINNING 8 MILES NORTH OF THE NS2390/HWY-5 INTERSECTION, EXTENDING 15,697.00 FEET (2.973 MI.) EAST TO THE EAST END OF RADII OF THE NS2420/EW1730 INTERSECTION.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

COUNTY ROAD EW-1750 PAY ITEMS

<u>ITEM NO.</u>	<u>ITEM</u>	<u>UNIT</u>	<u>PRICE</u>	<u>QUANTITY</u>	<u>TOTAL PRICE</u>
407(B) 7300	TACK COAT (R-25)	GAL		5,927.00	
411(C) 1430	SUPERPAVE, TYPE S4 (PG 64-22 OK) (R-26) (1) (2)	TON		6,871.00	
412 3100	COLD MILLING PAVEMENT (3)	SY		978.00	
880(J) 7110	CONSTRUCTION TRAFFIC CONTROL (4)	LSUM		1.00	
641 2110	MOBILIZATION	LSUM		1.00	
642(A) 3200	CONSTRUCTION STAKING LEVEL I (5)	LSUM		1.00	

COUNTY ROAD EW1730 TOTAL BID \$ _____

COUNTY ROAD EW1730 GENERAL CONSTRUCTION NOTES

Location: Proposed project begins 8 Mi. North of Intersection of NS2390 and State Highway 5, extending 15,697.00 feet East on County Road EW1730 to the East end of radii of EW1730/NS2420 intersection. New pavement width to match the existing pavement and the existing centerline of the road. The width of the existing of the project is 22 feet.

Any disturbance outside the existing pavement to the sod, curb and gutter and existing driveways to be replaced at the contractor's expense.

All methods of construction and materials for construction shall be in accordance with Section 401 – General Requirements for Surfaces and Section 700-Material of the Oklahoma Department of Transportation 2019 Standards Specifications for Highway Construction, respectively.

BID SCHEDULE – OPTION 1 - ONE 3” LIFT

COUNTY ROAD EW-175 PAY ITEM NOTES

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 - (5) Includes stationing layout for inspector’s yield calculations.

BID SCHEDULE – OPTION 1 - ONE 3” LIFT

SEE ATTACHED MATERIALS LIST

TOTAL OF BID \$ _____

Respectfully submitted: _____
Name of Company

Signature

Address

Title

Date

License Number (if applicable)

(SEAL – if BID is by a corporation)

Attest _____

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF _____ }
COUNTY OF _____ } ss

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

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 state 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 bidders 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 state 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 state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
 - d. and 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.

Firm: _____

Signed by: _____
(Manual signature of undersigned)

Title: _____

Address: _____

Phone: _____

City: _____ State: _____ Zip: _____

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

My Commission expires: _____

(Seal)

Notary Public (Clerk or Judge)

Note: Each competitive bid submitted to a county, school district, or municipality must be accompanied with the above AFFIDAVIT as required by 74 O.S. § 85.24.

BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF OKLAHOMA)
)SS
COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year before the date of this statement with the architect, engineer, or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one (1) year before the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

Bidder or Agent

print name & title

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

My Commission Expires:_____

Notary Public

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.