

MUSKOGEE

County, Oklahoma

COUNTY PURCHASING OFFICE

400 W BROADWAY, SUITE 110

MUSKOGEE, OKLAHOMA 74401

Phone Number (918) 682-2169

Invitation to Bid

PLEASE REVIEW TERMS AND CONDITIONS ON REVERSE SIDE RELATING TO SUBMISSION OF THIS BID. Notarized Affidavit completions and signature required on reverse side.

Date Issued March 7, 2023

Page 1 of 4

BID NUMBER

61

BID CLOSING DATE AND HOUR

03/27/2023 9:30am

REQUIRED DELIVERY DATE

(Days after award of Purchase Order)

TERMS

Date of Delivery

ITEM	QUANTITY	UNIT OF ISSUE	DESCRIPTION	UNIT PRICE	TOTAL
			see attached		

TERMS and CONDITIONS

1. Sealed bids will be opened in the Commissioner's Conference Room, 400 W BROADWAY, SUITE 010
MUSKOGEE, Oklahoma, at the time and date shown on the invitation to bid form.
2. Late bids will not be considered. Bids must be received in sealed envelopes (one to an envelope) with bid number and closing date written on the outside of the envelope.
3. Unit prices will be guaranteed correct by the bidder.
4. Firm prices will be F.O.B. destination.
5. Purchases by MUSKOGEE County, Oklahoma, are not subject to state or federal taxes.
6. This bid is submitted as a legal offer and any bid when accepted by the County constitutes a firm contract.
7. Oklahoma laws require each bidder submitting a bid to a county for goods or services to furnish a notarized sworn statement of non-collusion. A form is supplied below.
8. Bids will be firm until 03/27/23 (Date) 9:30am

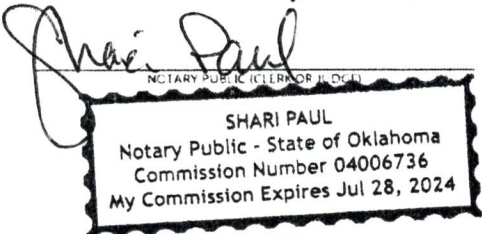
AFFIDAVIT: I, the undersigned, of lawful age, being first duly sworn on oath say the he (she) is the agent authorized by the bidder to submit the above bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity; quality or price in the prospective contract or any other terms of said prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma (or other entity) any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Subscribed and sworn before this 27 day
of March, 2023 (SEAL)

My commission expires 7/28/24

Firm: ROSSIGNOL LLC
Signed by: [Signature]
(Manual Signature of Undersigned)

Address: 3500 N. Yankton St. Muskogee Phone: 918-681-1166
Zip: 74403



In accordance with 62 O.S. § 310.9

NOTE: Other terms and conditions can be added at the discretion of the county officers.



Date: 03/27/2023

Bid Proposal for Project: BID # 61: Muskogee County 6 Month Road Material

Bid Items	
#	SCOPE OF WORK
6	Asphalt Laid in Place – Includes Material, Haul, Labor, & Equipment
	A-Mix Asphalt Laid in Place (Material, haul, labor, equipment) District 1 \$91.00 per ton
	A-Mix Asphalt Laid in Place (Material, haul, labor, equipment) District 2 \$94.00 per ton
	A-Mix Asphalt Laid in Place (Material, haul, labor, equipment) District 3 \$94.00 per ton
	B-Mix Asphalt Laid in Place (Material, haul, labor, equipment) District 1 \$93.50 per ton
	B-Mix Asphalt Laid in Place (Material, haul, labor, equipment) District 2 \$96.50 per ton
	B-Mix Asphalt Laid in Place (Material, haul, labor, equipment) District 3 \$96.50 per ton
	C-Mix Asphalt Laid in Place (Material, haul, labor, equipment) District 1 \$96.50 per ton
	C-Mix Asphalt Laid in Place (Material, haul, labor, equipment) District 2 \$99.50 per ton
	C-Mix Asphalt Laid in Place (Material, haul, labor, equipment) District 3 \$99.50 per ton

Rock or Obstruction Clause: In the event rock, debris, or other obstruction exists below the surface of the ground that must be removed for the installation of this project and causes a delay in production or couldn't be reasonably assumed at time of bid, an additional charge of labor and equipment rental to perform the additional work will be made. In such an event, the owner will be notified prior to additional cost being incurred.

Survey Clause: ROSSCO to provide layout off of Owner provided points. Owner is to provide visible control points in the event the proposal includes surveying.

Dewatering Clause: ROSSCO will not be held responsible for additional work caused by water that is encountered during excavation (sub terrain or precipitation) that cannot be removed due to unforeseen conditions.

Hold Harmless Clause: ROSSCO will not be held responsible for barricades, traffic control warnings, or notifications of persons or property. Work zones are to be clearly marked and any implications from residual run-off, weather and weather delays to be the responsibility of others.

Undercut Clause: ROSSCO will not be responsible for any over excavation below what is specified in the plans, any unsuitable soils encountered below grade, or any unforeseen conditions that may arise. Additional work will be done upon approval of change order.

Exclusions: ROSSCO excludes engineering security fees, surveying (unless noted in bid), dewatering, rock excavation, special inspections, masonry fill, bonds, and any work that is not noted above in the bid and cannot be reasonably assumed.

All work to be performed in accordance with the drawings and specs.

Respectfully Submitted

ROSSCON, LLC.

Braden Ross
President

Please refer all questions or concerns to Brady Ross at 918-781-9566.

Proposed Muskogee County Hot Mix Asphalt (HMA) and Asphalt Paving Specifications

Hot Mix Asphalt

All aggregate and bituminous materials used in Hot Mix asphalt shall be on the ODOT qualified products list and meet the specifications in **Oklahoma Department of Transportation 2019 Standard Specifications For Highway Construction** manual.

Hot Mix asphalt plants shall be listed on the Oklahoma DOT Materials Division Hot Mix Asphalt (HMA) Plant List and be current in Inspection and Scale Certification status.

Asphalt Mix designs shall be designed by an ODOT approved lab as listed on the current ODOT Qualified Lab List.

Asphalt Mix designs shall conform to A, B, or C; HVEEM mix design methods and tested with a HVEEM compactor. Mixes will not exceed 30% Recycled Asphalt Pavement. Recycled Asphalt Pavement materials will be 100% passing the 1/2" sieve.

TABLE 1 - TABLE OF MIXTURES (Hot Mix - Hot Lay)			
Mixture:	Asphalt Concrete		
Open Graded Type:	A	B	C
Sieve Size			
1-1/2"	100		
1"	90-100		
3/4"		100	
1/2"	70-90	90-100	100
3/8"		70-90	90-100
No. 4	40-65	45-70	60-80
No. 10	25-45	25-50	35-60
No. 40	10-26	12-30	15-35
No. 80	6-18	7-20	8-22
No. 200	<10%	<10%	<10%
% Total AC	3.8-6.5	4.7-7.5	5.1-7.5
Virgin Viscosity Grade Asphalt Cement	PG-64-22	PG-64-22	PG-64-22

Hot Mix Asphalt Producers will supply the Commissioner with Quality Control results performed by an ODOT approved lab as listed on the current ODOT Qualified Lab List. Results will be supplied daily, every 1000 tons supplied, or as directed by the Commissioner.

Alternate ODOT approved HMA mixes of equal or greater performance specifications may be accepted on a case-by-case basis at the discretion of the Commissioner.

Asphalt Paving

Placing of Bituminous Surface Course: The material shall be laid only on an approved base course or pavement which has been primed or tack coated as previously specified and is reasonably free of objectionable material and only when the surface of the base course is dry and weather conditions are suitable. Contact surfaces of curbs, structures and joints shall be painted with a thin uniform coating of materials as specified for tack coat. The mixture shall be spread in a uniform layer so that after compaction the minimum cross-section will be fulfilled. Hand spreading will be permitted where the mixture is placed on narrow strips or small irregular areas.

Compaction: Rolling equipment shall be in good operating condition and of an approved type which will produce a pavement of the required density. Rolling or compaction shall continue until the compressed mixture has a density of not less than 92 percent of the laboratory compacted density for the mixture. Final compaction shall be made with steel wheel rollers. The operation of the rollers shall be such as to avoid displacement of the mixture. Adhesion of the mixture to the roller wheels will not be permitted. Necessary precautions shall be taken to prevent the dripping of gasoline, oil, grease or other foreign matter on the pavement, either when the rollers are in operation or when standing.

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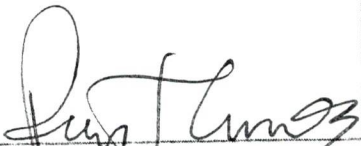
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		A	see attached	\$65.50	
		B		\$68.00	
		C		\$71.00	
					

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Subscribed and sworn before this 23 day
of March, 2023

(SEAL)

Firm: Aggs Central DBA Arkhola Sand & gravel

Signed by: [Signature]
(Manual signature of undersigned)

Address: 2401 56th Street W Phone: 918457 6591
Muskogee OK 74464 Zip: 74401

My commission expires 10-21-24

Amanda Billingsley
NOTARY PUBLIC - STATE OF OKLAHOMA

AMANDA BILLINGSLEY
Notary Public - State of Oklahoma
Commission Number 08010891
My Commission Expires Oct 21, 2024

In accordance with 62 O.S. § 310.9

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1/2"	70-90	90-100	100
3/8"		70-90	90-100
No. 4	40-65	45-70	60-80
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ARKHOLA SAND AND GRAVEL COMPANY
River Valley Sales Office
 1010 Frontier Road • Barling, Arkansas 72923
 Tel: 479-788-6342 • Fax 479-788-6302



Date:	11/30/2022	Quote Number:	Q888494-6
Quoted To:	Muskogee County [REDACTED]	Project Name:	six month bid 1-1-2023 to until 6-3-2023
Attention:	Dianna Cope	Location:	Various Locations Muskogee, OK
Customer Number:	[REDACTED]	County:	
Phone Number:	(918)-682-2169	PO Number:	
Cell Number:		Project Tax Exempt:	No
Email:		Price Expiration:	6/30/2023
Est. Start Date:	1/1/2023		

Estimated By:	Ray Thomas	(918)-457-6591	Raymond.Thomas@apac.com
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Plant	Location Number	Material	Material Code	Estimated Quantity	UOM	Unit Price	Haul Rate (Per Ton)	Estimated Total
Stone - Okay Quarry	00017	3/4" CRUSHER RUN	032855	20	TON	\$6.00	\$0.00	\$120.00
Stone - Okay Quarry	00017	1 1/2" CRUSHER RUN	032295	20	TON	\$6.75	\$0.00	\$135.00
Stone - Okay Quarry	00017	3" CRUSHER RUN	032785	20	TON	\$12.75	\$0.00	\$255.00
Stone - Okay Quarry	00017	3/8" CHIPS	032180	20	TON	\$15.50	\$0.00	\$310.00
Stone - Okay Quarry	00017	Comm Screenings	031185	20	TON	\$13.00	\$0.00	\$260.00
Stone - Okay Quarry	00017	RIP RAP	042045	20	TON	\$22.50	\$0.00	\$450.00
Stone - Okay Quarry	00017	GABION STONE	042005	20	TON	\$14.50	\$0.00	\$290.00
Stone - Okay Quarry	00017	2" CLEAN	031250	20	TON	\$13.50	\$0.00	\$270.00
Stone - Okay Quarry	00017	703.01 TYPE A AGG BASE	033110	20	TON	\$10.50	\$0.00	\$210.00
PS&G - Muskogee Sand	01003	FILL SAND	121615	20	TON	\$9.75	\$0.00	\$195.00
PS&G - Muskogee Sand	01003	CONCRETE SAND	121565	20	TON	\$9.75	\$0.00	\$195.00
Stone - Okay Quarry	00017	FILTER BLANKET	031230	20	TON	\$16.75	\$0.00	\$335.00
Stone - Okay Quarry	00017	#57 CONCRETE ROCK	031710	20	TON	\$13.75	\$0.00	\$275.00
Stone - Okay Quarry	00017	#67 CONCRETE ROCK	031825	20	TON	\$15.25	\$0.00	\$305.00
Asphalt - 86 Astec Roberts	04037	TYPE A PG 64-22 rap	222535	20	TON	\$65.50	\$0.00	\$1,310.00
Asphalt - Muskogee	04030	TYPE A PG 64-22 rap	222535	20	TON	\$65.50	\$0.00	\$1,310.00
Asphalt - 86 Astec Roberts	04037	TYPE B PG 64-22 rap	222545	20	TON	\$68.00	\$0.00	\$1,360.00
Asphalt - Muskogee	04030	TYPE B PG 64-22 rap	222545	20	TON	\$68.00	\$0.00	\$1,360.00
Asphalt - 86 Astec Roberts	04037	Type C pg 64-22 Rap	222555	20	TON	\$71.00	\$0.00	\$1,420.00
Asphalt - Muskogee	04030	TYPE C PG 64-22 Rap	222555	20	TON	\$71.00	\$0.00	\$1,420.00

Customer Signature _____

Salesperson Signature Ray Thomas

Prices made valid by means of written confirmation for the time period quoted.
 Unsigned quotations are not valid. This proposal shall be void if not
 Received by APAC - Central within 30 days. Signature acknowledges and
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Stone - Roberts Quarry	00016	3/8" CHIPS WASHED	021935	400	TON	\$17.75	\$0.00	\$7,100.00
Stone - Okay Quarry	00017	3' X 1' CLEAN	031195	250	TON	\$14.50	\$0.00	\$3,625.00
Stone - Roberts Quarry	00016	Shot Rock	011080	20	TON	\$12.75	\$0.00	\$255.00
Stone - Roberts Quarry	00016	#57 CONCRETE ROCK- WASHED	021470	20	TON	\$14.50	\$0.00	\$290.00
Stone - Roberts Quarry	00016	#67 CONCRETE ROCK	021550	20	TON	\$16.00	\$0.00	\$320.00
Stone - Roberts Quarry	00016	3' X 1' CLEAN	031195	20	TON	\$14.50	\$0.00	\$290.00
Stone - Roberts Quarry	00016	FILTER BLANKET	031230	20	TON	\$17.75	\$0.00	\$355.00
Stone - Roberts Quarry	00016	2" Clean	031250	20	TON	\$14.50	\$0.00	\$290.00
Stone - Roberts Quarry	00016	1 1/2" Limestone Base	032295	20	TON	\$7.00	\$0.00	\$140.00
Stone - Roberts Quarry	00016	3" Limestone Base	032785	20	TON	\$4.25	\$0.00	\$85.00
Stone - Roberts Quarry	00016	AGG BASE TYPE A	033110	20	TON	\$10.25	\$0.00	\$205.00
Stone - Roberts Quarry	00016	GABION STONE	042005	20	TON	\$14.50	\$0.00	\$290.00
Stone - Roberts Quarry	00016	RIP RAP	042045	20	TON	\$22.50	\$0.00	\$450.00

Sales Tax Not Included. Quote subject to Environmental Fee (\$5 per load). Energy/Fuel surcharge to be applied according to table on next page. Surcharge prices are subject to change without notice. Payment Terms Net 30. All Material is subject to availability. Haul rates subject to escalation and/or minimum load fee. All heating and cooling will be added at the Contractors request. Arkhola is not responsible for concrete temperatures.
Beginning Oct 4th, 2021, canceling a Go Order after the noon deadline will be subject to a late cancellation fee of \$10.00/cy with a \$250 minimum.
Prices & Haul Rates subject to escalation after expiration date above.

Notes:

Fly Ash is in short supply and may not be available; if fly ash is not available add \$5.00 per cyd to each mix quoted for all cement.
 Saturday & Sunday opening fee on request.

All material is priced FOB

Customer Signature _____

Salesperson Signature 

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Energy/Fuel Surcharge Table

		Aggregate	Asphalt	Ready Mix	Agg/Asphalt Delivery
		Energy/Fuel Surcharge	Energy/Fuel Surcharge	Energy/Fuel Surcharge	Energy/Fuel Surcharge
If fuel price range is:		Per Ton	Per Ton	per Load	% of Base Rate
3.350	3.499	\$0.00	\$0.00	\$0.00	0.00%
3.500	3.649	\$0.05	\$0.25	\$2.50	1.06%
3.650	3.799	\$0.10	\$0.50	\$5.00	2.12%
3.800	3.949	\$0.15	\$0.75	\$7.50	3.18%
3.950	4.099	\$0.20	\$1.00	\$10.00	4.24%
4.100	4.249	\$0.25	\$1.25	\$12.50	5.29%
4.250	4.399	\$0.30	\$1.50	\$15.00	6.35%
4.400	4.549	\$0.35	\$1.75	\$17.50	7.41%
4.550	4.699	\$0.40	\$2.00	\$20.00	8.47%
4.700	4.849	\$0.45	\$2.25	\$22.50	9.53%
4.850	4.999	\$0.50	\$2.50	\$25.00	10.59%
5.000	5.149	\$0.55	\$2.75	\$27.50	11.65%
5.150	5.299	\$0.60	\$3.00	\$30.00	12.71%
5.300	5.449	\$0.65	\$3.25	\$32.50	13.76%
5.450	5.599	\$0.70	\$3.50	\$35.00	14.82%
5.600	5.749	\$0.75	\$3.75	\$37.50	15.88%
5.750	5.899	\$0.80	\$4.00	\$40.00	16.94%
5.900	6.049	\$0.85	\$4.25	\$42.50	18.00%
6.050	6.199	\$0.90	\$4.50	\$45.00	19.06%
6.200	6.349	\$0.95	\$4.75	\$47.50	20.12%
6.350	6.499	\$1.00	\$5.00	\$50.00	21.18%
6.500	6.649	\$1.05	\$5.25	\$52.50	22.24%
6.650	6.799	\$1.10	\$5.50	\$55.00	23.30%
6.800	6.949	\$1.15	\$5.75	\$57.50	24.36%
Adjustment Frequency		Monthly			Weekly
For each \$0.149 increase		+0.05	+0.25	+2.50	+1.06%

When published (rack) fuel prices exceed \$3.500 per gallon, there will be an energy surcharge applied as show in the table above. The adjustment will be reset monthly based on the average weekly retail price of #2 diesel fuel for the midwest region (PADD 2) published on the 1st Monday of the month.

Link to site: https://www.eia.gov/dnav/pet/PET_PRI_GND_A_EPD2D_PTE_DPGAL_W.htm

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TERMS AND CONDITIONS

FORCE MAJEURE: Seller is not responsible for failure to supply materials due to strikes or other labor disputes, damage or repairs to necessary machinery, fire, flood, adverse weather conditions, inability to obtain transportation, fuel, electric power, or operating materials or machinery at reasonable cost; or by reason of any other cause beyond our control, including the inability to produce from own source materials meeting any applicable specification or requirement. In the event any such contingency should occur, Seller reserves the right to determine the order of priority of delivering to its purchasers.

TAXES: Any taxes that are or may be levied by the United States Government or any state or political subdivision thereof, on the materials or on the ingredients in the materials, or on the services quoted herein, or on the sale or purchase or use thereof, or on incidental transportation charges, shall be paid by the Purchaser. If Seller is required to collect and/or pay taxes, Purchaser shall pay the same to Seller at the time of payment for the materials and/or services purchased hereunder. Purchaser hereby agrees to indemnify and hold Seller harmless from any and all costs and expenses associated with any levy or attempted levy of any such taxes on Seller.

DELIVERY CONDITIONS: The Purchaser agrees to provide suitable roadways or approaches to points of delivery other than on paved streets. Seller reserves the right to cease deliveries if the roadways or approaches are unsatisfactory in Seller's sole opinion. In the event Purchaser orders delivery beyond curb line, Seller will not assume liability for damages to sidewalks, driveways or other property, loss and expense incurred as a result of such deliveries.

DETENTION OF TRUCKS AT DELIVERY SITE: Prices quoted herein are based on prompt unloading of trucks, and in case repeated delays in unloading, deliveries may be discontinued until conditions are corrected. Delays of more than 20 minutes are subject to an additional charge.

OWNERSHIP: Materials become the property of Purchaser at the F.O.B. location. The Seller guarantees to meet applicable gradations and specifications F.O.B. at Seller's plant only.

CREDIT: If credit conditions become unsatisfactory at any time prior to Seller's performing fully under this contract, Seller reserves the right to discontinue shipments or to cease performance until such time as Purchaser remedies said credit problem.

MISCELLANEOUS: Anything herein to the contrary notwithstanding (a) Seller's liability hereunder shall be limited to replacement of materials sold hereunder, and Seller shall in no event be liable for consequential or incidental damages, and (b) all of the terms and provision hereof shall become binding upon Purchaser's acceptance of delivery of any of the materials specified herein notwithstanding Purchaser's failure to sign and return the original or a copy hereof. Our obligation to meet applicable specifications supersedes any and all other warranties, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES. All invoices shall be based on scale weights. Truck haulage rates as specified on quote hereof will be borne and paid by Purchaser (subject to corrections and/or changes in truck rates). Seller shall have the right to ship from other than the designated point of origin without change of quoted delivery price. In the event that Purchaser, his employees, his agents or his subcontractors enter Seller's premises for the purpose of picking up the materials herein sold, Purchaser agrees to indemnify and hold Seller harmless from any and all losses incurred as a result of the actions of Purchaser, Purchaser's employees, subcontractor's and agents and subcontractors from Seller's premises. Prices are based upon estimated quantities. If quantities vary more than ten percent (10%) from estimated quantities, prices are subject to adjustment corresponding with any resulting increase in Seller's costs. Late Payments shall accrue a finance charge of one and one-half percent (1 1/2 %) per month or the highest rate allowable by law, whichever is less. Funds paid to Buyer on account of goods sold shall be held in trust for Seller's benefit.

Customer Signature _____

Salesperson Signature 

Prices made valid by means of written confirmation for the time period quoted.
Unsigned quotations are not valid. This proposal shall be void if not
Received by APAC - Central within 30 days. Signature acknowledges and
accepts APAC- Central's Terms & Conditions (See Attached) and the above prices.



ARKHOLA SAND AND GRAVEL COMPANY

River Valley Sales Office
1010 Frontier Road • Barling, Arkansas 72923
Tel: 479-788-6342 • Fax 479-788-6302



Seller doesn't provide any form of insurance coverage to Buyer as part of our quoted price. The cost of Payment and Performance Bonds are (NOT) included in the quoted price. No retainage will be held by Buyer on materials supplied under this quotation

Delivery of product to Buyer before agreed upon terms & conditions in no way constitutes Seller's agreement to Buyer's terms & conditions.

If quantities vary more than ten percent (10%) from estimated quantities, prices are subject to adjustment corresponding with any resulting increase in Seller's costs. Late Payments shall accrue a finance charge of one and one-half percent (1 ½ %) per month or the highest rate allowable by law, whichever is less. Funds paid to Buyer on account of goods sold shall be held in trust for Seller's benefit.

Payment and performance bonds (NOT) included. No retainage to be held on APAC-Central work.

In the event of Cement, Flyash or Liquid AC shortage and Arkholo's suppliers of these products are unavailable to supply Cement, Flyash, or Oil for this project, APAC Central will not be responsible for any Concrete or Asphalt delays.

All Concrete and Asphalt mixes have been designed by APAC Central's Engineering Department using locally available coarse and fine aggregates. Any laboratory designed mixes or mix designs by the owner's representatives that add additional Cement, Flyash, Admixtures, or Special Oils will be priced accordingly.

Construction Materials delivery will be during APAC Central's normal working hours. Delivery for Sundays, Nights, and Holidays will be quoted upon request. Contractor will schedule need for materials with plants as much in advance as possible. A plant opening fee may be required. All material quotes require that APAC Central be provided sufficient notification of actual delivery dates to ensure product availability

APAC Central will not be responsible for low strength Concrete Cylinders, Roadway Densities, VMA, and Lab Mold Air Voids that are the result of unsatisfactory practices of Engineering Companies, Testing Laboratories, Contractors, or Sub-Contractors.

APAC Central Concrete Mixes are designed for a Maximum Slump of 4 Inches. If additional Slump is required, the use of High Range Water Reducer is recommended.

APAC Central will not be responsible for concrete temperatures. Ice and/or Hot Water will be as available, and will be ordered by the Contractor and paid for by the Contractor ordering the Ice and/or Hot Water.

APAC Central will not be responsible for cracks in Concrete.

All orders/loads of concrete fewer than 5 yards are subject to a minimum load charge.

Contractor to provide approved washout area.

All quoted asphalt material will be certified at the plant to meet DOT properties. APAC Central assumes no responsibility for any material quality or testing subsequent to the material leaving our plant facility.

Materials purchased prior to customer acceptance and APAC Central receipt of this signed proposal will be at Posted Plant Prices

All materials quoted are subject to availability and price escalation.

Customer Signature _____

Salesperson Signature _____

Prices made valid by means of written confirmation for the time period quoted. Unsigned quotations are not valid. This proposal shall be void if not Received by APAC - Central within 30 days. Signature acknowledges and accepts APAC- Central's Terms & Conditions (See Attached) and the above prices.

MUSKOGEE

County, Oklahoma

COUNTY PURCHASING OFFICE

400 W BROADWAY, SUITE 110

MUSKOGEE, OKLAHOMA 74401

Phone Number (918) 682-2169

Invitation to Bid

PLEASE REVIEW TERMS AND CONDITIONS ON REVERSE SIDE
RELATING TO SUBMISSION OF THIS BID.
Notarized Affidavit completions and signature required on reverse side.

Date Issued March 7, 2023

Page 1 of 4

BID NUMBER

61

BID CLOSING DATE AND HOUR

03/27/2023 9:30am

REQUIRED DELIVERY DATE

180 Days

(Days after award of Purchase Order)

Date of Delivery

TERMS

ITEM	QUANTITY	UNIT OF ISSUE	DESCRIPTION	UNIT PRICE	TOTAL
			see attached		
			FOB Plant		
	1	ton	Type A/S3 PG 64-22 Virgin Viscosity	\$ 65.00	\$ 65.00
	1	ton	Type B/S4 PG 64-22 Virgin Viscosity	\$ 66.00	\$ 66.00
	1	ton	Type C/S5 Pg 64-22 Virgin Viscosity	\$ 70.00	70.00
			Hauled / Laid in Place / District 1		
	1	ton	Type A/S3 PG 64-22 Virgin Viscosity	\$ 105.00	\$ 105.00
	1	ton	Type B/S4 PG 64-22 Virgin Viscosity	\$ 106.00	\$ 106.00
	1	ton	Type C/S5 PG 64-22 Virgin Viscosity	\$ 111.00	\$ 111.00

TERMS and CONDITIONS

1. Sealed bids will be opened in the Commissioner's Conference Room, 400 W BROADWAY, SUITE 010
MUSKOGEE, Oklahoma, at the time and date shown on the invitation to bid form.
2. Late bids will not be considered. Bids must be received in sealed envelopes (one to an envelope) with bid number and closing date written on the outside of the envelope.
3. Unit prices will be guaranteed correct by the bidder.
4. Firm prices will be F.O.B. destination.
5. Purchases by MUSKOGEE County, Oklahoma, are not subject to state or federal taxes.
6. This bid is submitted as a legal offer and any bid when accepted by the County constitutes a firm contract.
7. Oklahoma laws require each bidder submitting a bid to a county for goods or services to furnish a notarized sworn statement of non-collusion. A form is supplied below.
8. Bids will be firm until 03/27/23 (Date) 9:30am

AFFIDAVIT: I, the undersigned, of lawful age, being first duly sworn on oath say the he (she) is the agent authorized by the bidder to submit the above bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity; quality or price in the prospective contract or any other terms of said prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma (or other entity) any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Subscribed and sworn before this 21st day
of March, 2023 (SEAL)



Firm: Dunham's Asphalt Services, Inc.
Signed by: [Signature]
(Manual Signature of Undersigned)
Address: 6213 S 103rd W Ave Phone: 918-449-2240
Sapulpa OK Zip: 74066

My commission expires 4-2-24
RYAN-AUSTIN C QUATTROCCHI
Notary Public - State of Oklahoma
Commission Number: 20003670
My Commission Expires Apr 2, 2024

In accordance with 62 O.S. § 310.9

NOTE: Other terms and conditions can be added at the discretion of the county officers.

Placing of Bituminous Surface Course: The material shall be laid only on an approved base course or pavement which has been primed or tack coated as previously specified and is reasonably free of objectionable material and only when the surface of the base course is dry and weather conditions are suitable. Contact surfaces of curbs, structures and joints shall be painted with a thin uniform coating of materials as specified for tack coat. The mixture shall be spread in a uniform layer so that after compaction the minimum cross-section will be fulfilled. Hand spreading will be permitted where the mixture is placed on narrow strips or small irregular areas.

Compaction: Rolling equipment shall be in good operating condition and of an approved type which will produce a pavement of the required density. Rolling or compaction shall continue until the compressed mixture has a density of not less than 92 percent of the laboratory compacted density for the mixture. Final compaction shall be made with steel wheel rollers. The operation of the rollers shall be such as to avoid displacement of the mixture. Adhesion of the mixture to the roller wheels will not be permitted. Necessary precautions shall be taken to prevent the dripping of gasoline, oil, grease or other foreign matter on the pavement, either when the rollers are in operation or when standing.

Proposed Muskogee County Hot Mix Asphalt (HMA) and Asphalt Paving Specifications

Hot Mix Asphalt

All aggregate and bituminous materials used in Hot Mix asphalt shall be on the ODOT qualified products list and meet the specifications in **Oklahoma Department of Transportation 2019 Standard Specifications For Highway Construction** manual.

Hot Mix asphalt plants shall be listed on the Oklahoma DOT Materials Division Hot Mix Asphalt (HMA) Plant List and be current in Inspection and Scale Certification status.

Asphalt Mix designs shall be designed by an ODOT approved lab as listed on the current ODOT Qualified Lab List.

Asphalt Mix designs shall conform to A, B, or C; HVEEM mix design methods and tested with a HVEEM compactor. Mixes will not exceed 30% Recycled Asphalt Pavement. Recycled Asphalt Pavement materials will be 100% passing the 1/2" sieve.

TABLE 1 - TABLE OF MIXTURES (Hot Mix - Hot Lay)			
Mixture:	Asphalt Concrete		
Open Graded Type:	A	B	C
Sieve Size			
1-1/2"	100		
1"	90-100		
3/4"		100	
1/2"	70-90	90-100	100
3/8"		70-90	90-100
No. 4	40-65	45-70	60-80
No. 10	25-45	25-50	35-60
No. 40	10-26	12-30	15-35
No. 80	6-18	7-20	8-22
No. 200	<10%	<10%	<10%
% Total AC	3.8-6.5	4.7-7.5	5.1-7.5
Virgin Viscosity Grade Asphalt Cement	PG-64-22	PG-64-22	PG-64-22

Hot Mix Asphalt Producers will supply the Commissioner with Quality Control results performed by an ODOT approved lab as listed on the current ODOT Qualified Lab List. Results will be supplied daily, every 1000 tons supplied, or as directed by the Commissioner.

Alternate ODOT approved HMA mixes of equal or greater performance specifications may be accepted on a case-by-case basis at the discretion of the Commissioner.

Asphalt Paving

MUSKOGEE

County, Oklahoma

COUNTY PURCHASING OFFICE

400 W BROADWAY, SUITE 110

MUSKOGEE, OKLAHOMA 74401

Phone Number (918) 682-2169

Invitation to Bid

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Page 1 of 4

BID NUMBER

61

BID CLOSING DATE AND HOUR

03/27/2023 9:30am

REQUIRED DELIVERY DATE

(Days after award of Purchase Order)

TERMS

Date of Delivery

ITEM	QUANTITY	UNIT OF ISSUE	DESCRIPTION	UNIT PRICE	TOTAL
			see attached		

TERMS and CONDITIONS

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- 4. Firm prices will be F.O.B. destination.
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- 6. This bid is submitted as a legal offer and any bid when accepted by the County constitutes a firm contract.
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AFFIDAVIT: I, the undersigned, of lawful age, being first duly sworn on oath say the he (she) is the agent authorized by the bidder to submit the above bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity; quality or price in the prospective contract or any other terms of said prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma (or other entity) any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

GAYLA HOLLEY
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES JULY 29, 2025
COMMISSION #13006953

Subscribed and sworn before this 24th day
of March, 2023 (SEAL)

Firm: McGuire Brothers, LLC
Signed by: [Signature]
Manual Signature of Undersigned

My commission expires 07-29-2025

Gayla Holley
NOTARY PUBLIC (CLERK OF JUDGE)

Address: 8415 South Regency Drive Phone: 918-224-2764
Tulsa, OK 74131 Zip: 74131

In accordance with 62 O.S. § 310.9

NOTE: Other terms and conditions can be added at the discretion of the county officers.

BID FROM: McGuire Brothers, LLC
 8415 S. REGENCY DRIVE
 TULSA, OK 74131

BID TO: Muskogee County

PHONE: 918-224-2764
 FAX: 918-224-4996

PHONE:
 FAX:

DATE:

24-Mar-23

JOB NAME: Asphalt Laid in Place

ITEM	UNITS	PER	UNIT PRICE	ESTIMATED BID	UNIT PRICE	ESTIMATED COST
Asphalt Laid in Place-Includes Material, haul, labor, and equipment				\$		\$
A-Mix Asphalt laid in place Dis#1	Ton		100.50	\$		\$
A-Mix Asphalt laid in place Dis#2	Ton		103.50	\$		\$
A-Mix Asphalt laid in place Dis#3	Ton		103.50	\$		\$
B-Mix Asphalt laid in place Dis#1	Ton		103.00	\$		\$
B-Mix Asphalt laid in place Dis#2	Ton		106.00	\$		\$
B-Mix Asphalt laid in place Dis#3	Ton		106.00	\$		\$
C-Mix Asphalt laid in place Dis#1	Ton		106.00	\$		\$
C-Mix Asphalt laid in place Dis#2	Ton		109.00	\$		\$
C-Mix Asphalt laid in place Dis#3	Ton		109.00	\$		\$
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PAGE 1	TOTAL			\$		\$

BY: Michael McComick

ACCEPTED BY: _____