

THE CITY OF OKLAHOMA CITY
A Municipal Corporation

PRICING AGREEMENT

APPROVED by the Council and SIGNED by the Mayor of The City of Oklahoma City this

30TH day of JULY, 2024.

ATTEST:

Amy K. Simpson

CITY CLERK



David Holt

MAYOR

Reviewed for form and legality.

Jonathan Garcia

ASSISTANT MUNICIPAL COUNSELOR

Supplier: **GreenShade Trees, LLC**

**BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION
STATEMENT**

**BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS
DOCUMENT PRIOR TO SUBMITTING IN THE ELECTRONIC BID SYSTEM**

**Please be aware that typing in your password acts as your electronic signature, which is
just as legal and binding as an original signature.**

(See Electronic Signatures in Global and National Commerce Act for more information.)

**THIS DOCUMENT MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID
OR THE BID WILL BE REJECTED**

INSTRUCTIONS: This document MUST be electronically signed and submitted with the bid for the bid to be valid. Failure to electronically sign the this document prior to submitting the electronic bid will result in rejection of your bid. This document constitutes your bid and will be the Pricing Agreement/Contract document under which you are to perform, should your bid be accepted, so it must be properly and completely executed. It is, therefore, essential that you are aware of its terms, as well as those contained in the specifications.

Submit this electronically signed document, along with all accompanying documents:

THIS PRICING AGREEMENT/CONTRACT is made and entered into, by and between **Greenshade Trees LLC** hereinafter referred to as "Bidder" and The City of Oklahoma City, a municipal corporation, or a participating Public Trust of which The City of Oklahoma City is Beneficiary hereinafter referred to as the "Contracting Entity."

WITNESSETH:

WHEREAS, the governing body of the Contracting Entity has approved certain specifications and requested by notice that bids be submitted thereon; and

WHEREAS, this document until executed by the Mayor/Chairman of the Contracting Entity constitutes the Bidder's proposal; and

NOW, THEREFORE, that in consideration of the covenants, agreements and representations as hereinafter set forth, it is mutually agreed by the parties that:

1. The Bidder agrees to sell and deliver to the Contracting Entity, the items of material and/or services, specified in the pricing section of the electronic bid submittal, which is attached hereto and made a part of this Pricing Agreement/Contract. List the prompt payment discount, if any, for this agreement in the space provided below:

Discount for Prompt Payment **2% 10 Days**

2. The Bidder expressly warrants that all articles, material, and/or work covered in this Pricing Agreement/Contract will conform to the specifications and electronic bid documents attached to this bid and are hereby incorporated, as if set forth in full herein; and further warrants that the same shall be of good material and workmanship, and free from defects.

3. The Bidder understands that all bids are to be submitted in U.S. dollars at a firm price. Bids submitted in any currency other than U.S. dollars will be rejected.

4. The Bidder also understands that all invoices shall be submitted in U.S. dollars and agrees to accept payment in U.S. dollars as full satisfaction of the invoiced amount.

5. If any of the goods fail to meet the warranties contained in Paragraph 2, above, the Bidder, upon notice from the Contracting Entity, shall promptly correct or replace the same at the Bidder's expense. If the Bidder shall fail to so do, the Contracting Entity may cancel this order as to all such goods, and in addition, may cancel the then remaining balance of this order. After notice to the Bidder, all such goods will be held

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at the Bidder's risk. The Contracting Entity may, at the Bidder's direction, make available such goods to be returned to the Bidder at the Bidder's risk, and all transportation charges, both to and from the original destination, shall be paid by the Bidder. Any payment for such goods shall be refunded by the Bidder unless the Bidder promptly corrects or replaces the same at the Bidder's expense.

6. The Contracting Entity agrees to pay to the Bidder the price and amount in accordance with Paragraph 1 above, based on the quantity actually purchased, upon delivery to and acceptance by the Contracting Entity, of the material and/or service[s] above described and upon the filing by the Bidder, and approval by the Contracting Entity, of a verified claim for the amount due.

7. The Bidder agrees, in connection with the performance of work under this Pricing Agreement/Contract:

a. That the Bidder will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The Bidder shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Bidder agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contracting Entity setting forth the provisions of this section, and;

b. That the Bidder agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Pricing Agreement/Contract.

8. In the event of the Bidder's non-compliance with the above non-discrimination clause, this Pricing Agreement/Contract may be canceled or terminated by the Contracting Entity. The Bidder may be declared by the Contracting Entity ineligible for further Pricing Agreement[s]/Contract[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Bidder.

9. The risk of loss or damage shall be borne by the Bidder at all times until the acceptance of goods, properly packed, by the Contracting Entity.

10. This Pricing Agreement/Contract, specifications, electronic bid submittal documents and any attachments constitutes the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not contained in or attached to this Pricing Agreement/Contract. This Pricing Agreement/Contract may not be modified or assigned unless approved in writing and signed by both parties.

11. The parties assume and understand that the variables in the Bidder's cost of performance may fluctuate; consequently, the parties agree that any fluctuations in the Bidder's costs will not alter the Bidder's obligations under this Pricing Agreement/Contract nor excuse performance or delay on the Bidder's part.

12. This Pricing Agreement/Contract shall be inoperative during such period of time that the aforesaid delivery or acceptance may be rendered impossible by reason of fire, Act of God or government regulation. Provided, however, to the extent that the Bidder has any commercially reasonable alternative method of performing this Pricing Agreement/Contract by purchase on the market or otherwise, the Bidder shall not be freed of any obligations hereunder by this clause, even though the goods intended for this Pricing Agreement/Contract were destroyed or their delivery delayed because of an event described above.

13. The shipping or receiving of any goods under this Pricing Agreement/Contract shall not be deemed, or be, a waiver of any right to damages for any prior failure to ship or receive any goods.

14. This Pricing Agreement/Contract shall be governed by the laws of the State of Oklahoma.

15. The Bidder shall be responsible for complying with all applicable federal, state and local laws.

16. If submitting a bid for services, the Bidder certifies that they, and any proposed subcontractors, 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 Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

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The undersigned individual states that the Bidder will be bound by all components of its bid, the specification, the terms and conditions of the Pricing Agreement/Contract, and the requirements for Bidders.

WITNESS the hands of the parties hereto:

THIS FORM MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID FOR THE BID TO BE VALID

Note: The owner or an officer of the business or corporation may sign this document. A Corporate Seal or a letter of authorization is needed for any other signer. For instance, if a Salesman or Manager signs this form, a letter of authorization or Corporate Seal is to be attached.

Justin Lingo

Type Name of Authorized Agent

President

Title of Authorized Agent

GreenShade Trees LLC, PO BOX 850369 Yukon, OK

Company Name and Address

73085

Zip Code

405.265.1980

Telephone Number and Fax Number if any

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.

(See Electronic Signatures in Global and National Commerce Act for more information.)

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Supplier: GreenShade Trees, LLC**NON-COLLUSION AFFIDAVIT****BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT PRIOR TO SUBMITTING BID**

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.

(See Electronic Signatures in Global and National Commerce Act for more information.)

The undersigned, of lawful age, being duly sworn, upon oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal/bid for, and on behalf of, the Proposer/Bidder; that the Proposer/Bidder has not, directly or indirectly, entered into any agreement, express or implied, with any Proposer/Bidder, having for its object the controlling of the price or amount of such proposal/bid, the limiting of the proposals/bids or the Proposers/Bidders, the parceling or farming out to any Proposer/Bidder or other persons, of any part of the Agreement or any part of the subject matter of the proposal/bid, or of the profits thereof, and that Proposer/Bidder has not and will not divulge the sealed proposal/bid to any person whomsoever, except those having a partnership or other financial interest with the Proposer/Bidder in the said proposal/bid, until after the said sealed proposals/bids are opened.

The undersigned further states that the Proposer/Bidder has not been a party to any collusion: among Proposer/Bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from proposing; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Agreement, or any other terms of the said prospective Agreement; or in any discussions between the Proposers/Bidders or City/Trust official, City/Trust employee or City/Trust agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement. The Proposer/Bidder states that it has not paid, given or donated or agreed to pay, give or donate to any City/Trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement pursuant to this Proposal/Bid.

Witness the hands of the parties hereto:

The undersigned states that the Proposer/Bidder will be bound by its proposal/bid, the specification, the terms and conditions of the Agreement, and the Requirements for Proposer/Bidders.

→ → THIS FORM TO BE COMPLETED BY THE PROPOSER/BIDDER PRIOR TO AGREEMENT APPROVAL ← ←

Justin Lingo

Type Name of Authorized Agent/Representative

GreenShade Trees Inc

Company Name

PO BOX 850369 Yukon, OK

Address

405.265.1980

Telephone Number and Fax Number, if any

President

Title

73085

Zip Code

TO BE COMPLETED BY THE NOTARY:

State of *

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County of *

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[*State and County where notarized must be typed in for bid/proposal to be considered.][SAK1]

Signed and sworn to before **23th** day of **January** , **2024** by **Justin Lingo**
me on this
[Day] [Month] [Year] [Print the name of the
agent/representative who signed
above.]

My Commission Number: **17004060** **Michelle Madden**
[Oklahoma] Type Name of Notary Public
My Commission Expires: **04/27/2025**
[Date/Year]

[49 Okla. Stat. 2011 §119]

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(See Electronic Signatures in Global and National Commerce Act for more information.)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wesco Insurance Agency 420 Maple P.O. Box 850300 Yukon OK 73085-0300	CONTACT NAME: Renee Green PHONE (A/C, No, Ext): (405) 354-5201 E-MAIL ADDRESS: rgreen@wescoinsurance.com FAX (A/C, No): (405) 350-6829																					
INSURED Greenshade Trees, LLC PO Box 850369 Yukon OK 73085	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Phoenix Insurance Company</td><td>25623</td></tr><tr><td>INSURER B:</td><td>Travelers Indemnity Company</td><td>25658</td></tr><tr><td>INSURER C:</td><td>Travelers Property Casualty Company of America</td><td>25674</td></tr><tr><td>INSURER D:</td><td>Westchester Fire Insurance Company</td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Phoenix Insurance Company	25623	INSURER B:	Travelers Indemnity Company	25658	INSURER C:	Travelers Property Casualty Company of America	25674	INSURER D:	Westchester Fire Insurance Company		INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 24-25 COI - REV**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		DT-CO-3T104182-PHX-24	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			810-3T11086A-24-26-G	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-3T119091-24-26	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-3T118070-24-26-G	04/01/2024	04/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liability			G73604114 003	07/08/2024	07/08/2025	Each Pollution Condition \$5,000,000 Aggregate Limit \$5,000,000 Deductible 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Bid: 25605; Certificate holder is an additional insured with regard to the general liability.

CERTIFICATE HOLDER**CANCELLATION**City of Oklahoma City and its Trusts
100 North Walker, Suite 200

Oklahoma City

OK 73102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Supplier: GreenShade Trees, LLC**BIDDER MUST ELECTRONICALLY COMPLETE THIS FORM PRIOR TO SUBMITTING BID****SUPPLIER CONTACT INFORMATION**

The purpose of this form is to assist various City Departments and Trusts with placing orders.

Sales Contact:

Company Name: **Greenshade Trees, LLC**

Address: **PO BOX 850369, Yukon OK 73085**

Contact Person: **Justin Lingo** Email Address: **Justin@greenshadeok.com**

Telephone Number: **405.265.1980** Fax Number:

Billing Contact:

Company Name: **Greenshade Trees, LLC**

Address: **PO BOX 850369, Yukon OK 73085**

Contact Person: **Justin Lingo** Email Address: **Justin@greenshadeok.com**

Telephone Number: **405.265.1980** Fax Number: **405.265.1980**

Service Contact:

Company Name: **Greenshade Trees, LLC**

Address: **PO BOX 850369, Yukon OK 73085**

Contact Person: **Justin Lingo** Email Address: **Justin@greenshadeok.com**

Telephone Number: **405.265.1980** Fax Number: **405.265.1980**

After Hours Emergency Number(s) **405.520.0862**

After Hours Emergency Number(s) **405.488.5048**

After Hours Emergency Number(s) **405.833.2498**

After Hours Emergency Number(s) **405.651.2913**

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GreenShade Trees, LLC

Bid Contact **Justin Lingo**
justin@greenshadeok.com
Ph 405-265-1980

Address **PO BOX 850369**
Yukon, OK 73085

Bid Notes **12 ton minimum on any orders**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
BID 25605--01-01	Riprap - Delivered: 8 inch (NON SPEC)	Supplier Product Code: Supplier Notes: 12 ton minimum	First Offer - \$96.00	1 / each	\$96.00 Y
BID 25605--01-02	Riprap - Delivered: 12 inch (ODOT 713.01)	Supplier Product Code:	First Offer - \$96.00	1 / each	\$96.00 Y
BID 25605--01-03	Riprap - Delivered: 18 inch (ODOT 713.01)	Supplier Product Code:	First Offer - \$120.00	1 / each	\$120.00 Y
BID 25605--01-04	Riprap - Delivered: 24 inch (ODOT 713.01)	Supplier Product Code:	First Offer - \$120.00	1 / each	\$120.00 Y
BID 25605--01-05	Riprap - Delivered: 30 inch (ODOT 713.01)	Supplier Product Code:	First Offer - \$140.00	1 / each	\$140.00 Y
BID 25605--01-06	Riprap - Delivered: 36 inch (ODOT 713.01)	Supplier Product Code:	First Offer - \$150.00	1 / each	\$150.00 Y
				Lot Total	\$722.00
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
BID 25605--02-01	Screening - Delivered: 3/8 inch Screening (NON-SPEC)	Supplier Product Code:	First Offer - \$58.00	1 / each	\$58.00 Y
BID 25605--02-02	Screening - Delivered: #4 Screening (NON-SPEC)	Supplier Product Code:	First Offer - \$58.00	1 / each	\$58.00 Y
				Lot Total	\$116.00
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs

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BID 25605--03-01	Cover - Delivered: 3/4 inch #1 (ODOT 703.4)	Supplier Product Code:	First Offer - \$60.00	1 / each	\$60.00	Y
BID 25605--03-02	Cover - Delivered: 3/8 inch #2 (ODOT 703.4)	Supplier Product Code:	First Offer - \$62.00	1 / each	\$62.00	Y
BID 25605--03-03	Cover - Delivered: 5/8 inch #3 (ODOT 703.4)	Supplier Product Code:	First Offer - \$62.00	1 / each	\$62.00	Y
BID 25605--03-04	Cover - Delivered: 5/8 inch #3C (ODOT 703.4)	Supplier Product Code:	First Offer - \$68.00	1 / each	\$68.00	Y
Lot Total					\$252.00	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
BID 25605--04-01	Washed Limestone - Delivered: #2 Washed Limestone Shot Aggregate	Supplier Product Code:	First Offer - \$62.00	1 / each	\$62.00	Y
Lot Total					\$62.00	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
BID 25605--05-01	Subbase Aggregate -Delivered: Type A (ODOT 703.01)	Supplier Product Code:	First Offer - \$61.00	1 / each	\$61.00	Y
BID 25605--05-02	Subbase Aggregate -Delivered: Type B (ODOT 703.01)	Supplier Product Code:	First Offer - \$61.00	1 / each	\$61.00	Y
BID 25605--05-03	Subbase Aggregate -Delivered: Type C (ODOT 703.01)	Supplier Product Code:	First Offer - \$61.00	1 / each	\$61.00	Y
BID 25605--05-04	Subbase Aggregate -Delivered: Type D (ODOT 703.01)	Supplier Product Code:	First Offer - \$61.00	1 / each	\$61.00	Y
Lot Total					\$244.00	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
BID 25605--06-01	Traffic Bond Surface Course - Delivered: Type A TBSC (ODOT 703.5)	Supplier Product Code:	First Offer - \$70.00	1 / each	\$70.00	Y
BID 25605--06-02	Traffic Bond Surface Course - Delivered: Type B TBSC (ODOT 703.5)	Supplier Product Code:	First Offer - \$70.00	1 / each	\$70.00	Y
BID 25605--06-03	Traffic Bond Surface Course - Delivered: Type C TBSC (ODOT 703.5)	Supplier Product Code:	First Offer - \$70.00	1 / each	\$70.00	Y

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BID 25605--06-04	Traffic Bond Surface Course - Delivered: Type D TBSC (ODOT 703.5)	Supplier Product Code:	First Offer - \$70.00	1 / each	\$70.00	Y
BID 25605--06-05	Traffic Bond Surface Course - Delivered: Type E TBSC (ODOT 703.5)	Supplier Product Code:	First Offer - \$70.00	1 / each	\$70.00	Y
BID 25605--06-06	Traffic Bond Surface Course - Delivered: Type F TBSC (ODOT 703.5)	Supplier Product Code:	First Offer - \$70.00	1 / each	\$70.00	Y
				Lot Total	\$420.00	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
BID 25605--07-01	Crusher Run - Delivered: 3/4 inch (NON SPEC)	Supplier Product Code:	First Offer - \$58.00	1 / each	\$58.00	Y
BID 25605--07-02	Crusher Run - Delivered: 1 inch (NON SPEC)	Supplier Product Code:	First Offer - \$58.00	1 / each	\$58.00	Y
BID 25605--07-03	Crusher Run - Delivered: 1 1/2 inch (NON SPEC)	Supplier Product Code:	First Offer - \$58.00	1 / each	\$58.00	Y
BID 25605--07-04	Crusher Run - Delivered: 2 inch (NON SPEC)	Supplier Product Code:	First Offer - \$58.00	1 / each	\$58.00	Y
BID 25605--07-05	Crusher Run - Delivered: 2 1/2 inch (NON SPEC)	Supplier Product Code:	First Offer - \$58.00	1 / each	\$58.00	Y
				Lot Total	\$290.00	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
BID 25605--08-01	Course Crushed Stone - Delivered: 1/ 1/2 inch aggregate	Supplier Product Code:	First Offer - \$65.00	1 / each	\$65.00	Y
BID 25605--08-02	Course Crushed Stone - Delivered: 3 inch aggregate	Supplier Product Code:	First Offer - \$65.00	1 / each	\$65.00	Y
BID 25605--08-03	Course Crushed Stone - Delivered: 3 1/2 inch aggregate	Supplier Product Code:	First Offer - \$65.00	1 / each	\$65.00	Y
				Lot Total	\$195.00	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs

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BID 25605--09-01	Soil - Delivered: Select Soil (ODOT 705.01)	Supplier Product Code:	First Offer - \$29.00	1 / each	\$29.00	Y
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BID 25605--09-02	Soil - Delivered: Top Soil, Totally debris free	Supplier Product Code:	First Offer - \$51.00	1 / each	\$51.00	Y
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				Lot Total	\$80.00	
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Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
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BID 25605--10-01	Caliche - Delivered: Caliche Base Material (ODOT 703.09)	Supplier Product Code:	First Offer - \$72.00	1 / each	\$72.00	Y
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				Lot Total	\$72.00	
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Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
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BID 25605--11-01	Riprap - Picked Up: 8 inch (NON SPEC)	Supplier Product Code:	First Offer - \$78.00	1 / each	\$78.00	Y
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BID 25605--11-02	Riprap - Picked Up: 12 inch (ODOT 713.01)	Supplier Product Code:	First Offer - \$78.00	1 / each	\$78.00	Y
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BID 25605--11-03	Riprap - Picked Up: 18 inch (ODOT 713.01)	Supplier Product Code:	First Offer - \$104.00	1 / each	\$104.00	Y
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BID 25605--11-04	Riprap - Picked Up: 24 inch (ODOT 713.01)	Supplier Product Code:	First Offer - \$104.00	1 / each	\$104.00	Y
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BID 25605--11-05	Riprap - Picked Up: 30 inch (ODOT 713.01)	Supplier Product Code:	First Offer - \$125.00	1 / each	\$125.00	Y
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BID 25605--11-06	Riprap - Picked Up: 36 inch (ODOT 713.01)	Supplier Product Code:	First Offer - \$125.00	1 / each	\$125.00	Y
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				Lot Total	\$614.00	
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Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
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BID 25605--12-01	Screening - Picked Up: 3/8 inch Screening (NON-SPEC)	Supplier Product Code:	First Offer - \$41.00	1 / each	\$41.00	Y
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BID 25605--12-02	Screening - Picked Up: #4 Screening (NON-SPEC)	Supplier Product Code:	First Offer - \$42.00	1 / each	\$42.00	Y
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				Lot Total	\$83.00	
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Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
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BID 25605--13-01	Cover - Picked Up: 3/4 inch #1 (ODOT 703.4)	Supplier Product Code:	First Offer - \$44.00	1 / each	\$44.00	Y
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BID 25605--13-02	Cover - Picked Up: 3/8 inch #2 (ODOT 703.4)	Supplier Product Code:	First Offer - \$46.00	1 / each	\$46.00	Y
BID 25605--13-03	Cover - Picked Up: 5/8 inch #3 (ODOT 703.4)	Supplier Product Code:	First Offer - \$46.00	1 / each	\$46.00	Y
BID 25605--13-04	Cover - Picked Up: 5/8 inch #3C (ODOT 703.4)	Supplier Product Code:	First Offer - \$50.00	1 / each	\$50.00	Y
Lot Total					\$186.00	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
BID 25605--14-01	Micro Surfacing Aggregate - Picked Up: Type I Micro (ODOT 701.01)	Supplier Product Code:	First Offer - \$55.00	1 / each	\$55.00	Y
BID 25605--14-02	Micro Surfacing Aggregate - Picked Up: Type II Micro (ODOT 701.01)	Supplier Product Code:	First Offer - \$55.00	1 / each	\$55.00	Y
BID 25605--14-03	Micro Surfacing Aggregate - Picked Up: Type III Micro (ODOT 701.01)	Supplier Product Code:	First Offer - \$55.00	1 / each	\$55.00	Y
Lot Total					\$165.00	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
BID 25605--15-01	Washed Limestone - Picked Up: #2 Washed Limestone Shot Aggregate	Supplier Product Code:	First Offer - \$46.00	1 / each	\$46.00	Y
Lot Total					\$46.00	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
BID 25605--16-01	Subbase Aggregate -Picked Up: Type A (ODOT 703.01)	Supplier Product Code:	First Offer - \$45.00	1 / each	\$45.00	Y
BID 25605--16-02	Subbase Aggregate -Picked Up: Type B (ODOT 703.01)	Supplier Product Code:	First Offer - \$45.00	1 / each	\$45.00	Y
BID 25605--16-03	Subbase Aggregate -Picked Up: Type C (ODOT 703.01)	Supplier Product Code:	First Offer - \$47.00	1 / each	\$47.00	Y
BID 25605--16-04	Subbase Aggregate -Picked Up: Type D (ODOT 703.01)	Supplier Product Code:	First Offer - \$47.00	1 / each	\$47.00	Y
Lot Total					\$184.00	

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Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
BID 25605--17-01	Traffic Bond Surface Course - Picked Up: Type A TBSC (ODOT 703.5)	Supplier Product Code:	First Offer - \$54.00	1 / each	\$54.00 Y
BID 25605--17-02	Traffic Bond Surface Course - Picked Up: Type B TBSC (ODOT 703.5)	Supplier Product Code:	First Offer - \$54.00	1 / each	\$54.00 Y
BID 25605--17-03	Traffic Bond Surface Course - Picked Up: Type C TBSC (ODOT 703.5)	Supplier Product Code:	First Offer - \$54.00	1 / each	\$54.00 Y
BID 25605--17-04	Traffic Bond Surface Course - Picked Up: Type D TBSC (ODOT 703.5)	Supplier Product Code:	First Offer - \$54.00	1 / each	\$54.00 Y
BID 25605--17-05	Traffic Bond Surface Course - Picked Up: Type E TBSC (ODOT 703.5)	Supplier Product Code:	First Offer - \$54.00	1 / each	\$54.00 Y
BID 25605--17-06	Traffic Bond Surface Course - Picked Up: Type F TBSC (ODOT 703.5)	Supplier Product Code:	First Offer - \$54.00	1 / each	\$54.00 Y
			Lot Total	\$324.00	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
BID 25605--18-01	Crusher Run - Picked Up: 3/4 inch (NON SPEC)	Supplier Product Code:	First Offer - \$41.00	1 / each	\$41.00 Y
BID 25605--18-02	Crusher Run - Picked Up: 1 inch (NON SPEC)	Supplier Product Code:	First Offer - \$41.00	1 / each	\$41.00 Y
BID 25605--18-03	Crusher Run - Picked Up: 1 1/2 inch (NON SPEC)	Supplier Product Code:	First Offer - \$41.00	1 / each	\$41.00 Y
BID 25605--18-04	Crusher Run - Picked Up: 2 inch (NON SPEC)	Supplier Product Code:	First Offer - \$41.00	1 / each	\$41.00 Y
BID 25605--18-05	Crusher Run - Picked Up: 2 1/2 inch (NON SPEC)	Supplier Product Code:	First Offer - \$42.00	1 / each	\$42.00 Y
			Lot Total	\$206.00	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
BID 25605--19-01	Course Crushed Stone - Picked Up: 1/ 1/2 inch aggregate	Supplier Product Code:	First Offer - \$48.00	1 / each	\$48.00 Y

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Code:

BID 25605--19-02	Course Crushed Stone - Picked Up: 3 inch aggregate	Supplier Product Code:	First Offer - \$48.00	1 / each	\$48.00	Y
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BID 25605--19-03	Course Crushed Stone - Picked Up: 3 1/2 inch aggregate	Supplier Product Code:	First Offer - \$48.00	1 / each	\$48.00	Y
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Lot Total \$144.00

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
BID 25605--20-01	Soil - Picked Up: Select Soil (ODOT 705.01)	Supplier Product Code:	First Offer - \$13.00	1 / each	\$13.00 Y

BID 25605--20-02	Soil - Picked Up: Top Soil, Totally debris free	Supplier Product Code:	First Offer - \$35.00	1 / each	\$35.00 Y
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Lot Total \$48.00

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
BID 25605--21-01	Caliche - Picked Up: Caliche Base Material (ODOT 703.09)	Supplier Product Code:	First Offer - \$55.00	1 / each	\$55.00 Y

Lot Total \$55.00

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
BID 25605--22-01	Attachments: Bidder's Current W-9	Supplier Product Code:	First Offer -	1 / each	Y Y

Lot Total \$0.00

Supplier Total \$4,508.00

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GreenShade Trees, LLC

Item: **Attachments:Bidder's Current W-9**

Attachments

GreenshadeTrees, LLC. W9.pdf

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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. Greenshade Trees, LLC		
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 checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► S 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. PO BOX 850369	Requester's name and address (optional)	
6 City, state, and ZIP code Yukon, OK 73085		
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	
<div></div>	<div></div>
or	
Employer identification number	
34-1988669	

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 ► 03.08.2024
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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.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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Supplier: **GreenShade Trees, LLC**

(Internal use only)

PeopleSoft Vendor ID: _____ Entered by: ____

Helpdesk Ticket #: _____ Date: _____

The Bidder's Name that is entered on the Bid/Pricing Agreement/Contract Form & Non-Discrimination Form should match the Business Name on the Vendor Registration Form

VENDOR REGISTRATION FORM

If you are a single member LLC classified as a Disregarded Entity on your W-9, you MUST provide the owner's SSN or EIN, not the LLC's EIN (see IRS pub 3402).

Select One:

☐ **NEW DOMESTIC VENDOR** - Attach the most current IRS W-9 form, along with this form; both MUST be filled out in their entirety.

☐ **NEW FOREIGN ENTITY** - Attach the most current, appropriate, IRS W-8 form, along with this form; both MUST be filled out in their entirety.

☒ **UPDATE EXISTING VENDOR** - Attach the most current IRS W-9/W-8 form, along with this form; both MUST be filled out in their entirety.

SDBE Program: Please select all applicable vendor characteristics:

☐ Disadvantaged Business Enterprise

DUNS Number (if any) **060147040**

☐ Small Business - as defined by the U.S. Small Business Administration

☐ Women-Owned Business - % Women-Owned / Controlled %

☐ Minority-Owned Business - % Minority-Owned / Controlled % Ethnicity(ies)

If you checked any of the above boxes, please provide a brief description of your business:

If you checked any of the above boxes, do you wish to receive notifications of upcoming contract opportunities? **Greenshade Trees, LLC**

Mailing Addresses:

PURCHASE ORDERS

Greenshade Trees, LLC

BUSINESS NAME

PO BOX 850369

ADDRESS 1

PAYMENT REMITTANCE

Greenshade Trees, LLC

BUSINESS NAME

PO BOX 850369

ADDRESS 1

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ADDRESS 2

Yukon **OKLAHOMA** **73085**
CITY STATE ZIP CODE

Justin Lingo

CONTACT PERSON

Justin@greenshadeok.com

EMAIL ADDRESS

405.265.1980

TELEPHONE NUMBER

ADDRESS 2

Yukon **Oklahoma** **73085**
CITY STATE ZIP CODE

Justin Lingo

CONTACT PERSON

Justin@greenshadeok.com

EMAIL ADDRESS

405.265.1980

TELEPHONE NUMBER

Do you wish to receive payments by electronic funds transfer?YEs

Any vendor who accepts payment confirms the following: the invoice is true and correct; the work, service or materials as shown by the invoice or claim have been completed or supplied in accordance with the plans, specifications, orders or requests furnished the vendor; and the vendor has made no payment, directly or indirectly, to any elected official, officer or employee of this City, of money or any other thing of value to obtain payment See [62 O.S. § 310.9](#).

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer is now debarred or otherwise declared ineligible by a public agency for bidding or furnishing materials, supplies or services, to any other public agency thereof. NOTE: Article IV, Section 11 of the City Charter prohibits employees of the City from having a proprietary interest in City Contracts. See 11 O.S. §8-113.

Justin Lingo

President

TYPE NAME OF PERSON AUTHORIZED TO SIGN

TITLE

**BIDDER MUST ELECTRONICALLY COMPLETE AND SIGN THIS DOCUMENT PRIOR TO SUBMITTING
INTO THE ELECTRONIC BID SYSTEM**

**Please be aware that typing in your password acts as your electronic signature, which is just as
legal and binding as an original signature.**

(See Electronic Signatures in Global and National Commerce Act for more information.)

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Solicitation BID 25605

Aggregate Riprap, Soil, Sand, and Rock

Bid Designation: Public



The City of
OKLAHOMA CITY

City of Oklahoma City and its Trusts

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Bid BID 25605
Aggregate Riprap, Soil, Sand, and Rock

Bid Number **BID 25605**
Bid Title **Aggregate Riprap, Soil, Sand, and Rock**
Expected Expenditure **\$1,200,000.00** (This price is expected - not guaranteed)

Bid Start Date **May 22, 2024 7:37:47 AM CDT**
Bid End Date **Jun 12, 2024 10:00:00 AM CDT**
Question & Answer
End Date **Jun 6, 2024 12:00:00 PM CDT**

Bid Contact **Monica Hardesty**
monica.hardesty@okc.gov

Bid Contact **City Clerk**
cityclerk@okc.gov

Bid Contact **Tammi Frederick**
tammi.frederick@okc.gov

Contract Duration **1 year**
Contract Renewal **2 annual renewals**
Prices Good for **Not Applicable**

Standard Disclaimer **This site and system is hosted by Oklahoma City through BIDSYNC for use of The City of Oklahoma City and its trusts.**
Certain screens and flags may show the name and/or seal of The City; however, such references do not indicate or change the contracting entity.

Bid Comments **The Expected Expenditure amount of \$1,200,000 for this commodity is an estimate for a one-year period based on past history and future projections. The quantity of any item when shown in the price schedule as an estimate of an annual requirement is only an estimate based on currently available information. The purchase of any such items or quantity is not guaranteed. Any offer conditioned upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item will be rejected. See the specification bid packet for more information.**

INTENT: To obtain pricing agreement(s) for pick-up and delivery of aggregate, riprap, screening, select soil and topsoil.

Please do not zip files.

Item Response Form

Item **BID 25605--01-01 - Riprap - Delivered: 8 inch (NON SPEC)**
Lot Description **Riprap - Delivered**
Quantity **1 each**

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Unit Price

Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description
See specifications for details-Spec Item 1

Item **BID 25605--01-02 - Riprap - Delivered: 12 inch (ODOT 713.01)**
Lot Description **Riprap - Delivered**
Quantity **1 each**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description
See specifications for details- Spec Item 2

Item **BID 25605--01-03 - Riprap - Delivered: 18 inch (ODOT 713.01)**
Lot Description **Riprap - Delivered**
Quantity **1 each**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description
See specifications for details-Spec Item 3

Item **BID 25605--01-04 - Riprap - Delivered: 24 inch (ODOT 713.01)**
Lot Description **Riprap - Delivered**
Quantity **1 each**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description
See specifications for details-Spec Item 4

Item **BID 25605--01-05 - Riprap - Delivered: 30 inch (ODOT 713.01)**

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Lot Description	Riprap - Delivered
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description
See specifications for details-Spec Item 5

Item	BID 25605--01-06 - Riprap - Delivered: 36 inch (ODOT 713.01)
Lot Description	Riprap - Delivered
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description
See specifications for details-Spec Item 6

Item	BID 25605--02-01 - Screening - Delivered: 3/8 inch Screening (NON-SPEC)
Lot Description	Screening - Delivered
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description
See specifications for details-Spec Item 7

Item	BID 25605--02-02 - Screening - Delivered: #4 Screening (NON-SPEC)
Lot Description	Screening - Delivered
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description
See specifications for details-Spec Item 8

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Item	BID 25605--03-01 - Cover - Delivered: 3/4 inch #1 (ODOT 703.4)
Lot Description	Cover - Delivered
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

See specifications for details-Spec Item 9

Item	BID 25605--03-02 - Cover - Delivered: 3/8 inch #2 (ODOT 703.4)
Lot Description	Cover - Delivered
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

See specifications for details-Spec Item 10

Item	BID 25605--03-03 - Cover - Delivered: 5/8 inch #3 (ODOT 703.4)
Lot Description	Cover - Delivered
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

See specifications for details- Spec Item 11

Item	BID 25605--03-04 - Cover - Delivered: 5/8 inch #3C (ODOT 703.4)
Lot Description	Cover - Delivered
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A

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Oklahoma City OK 73102

Qty 1

Description

See specifications for details- Spec Item 12

Item	BID 25605--04-01 - Washed Limestone - Delivered: #2 Washed Limestone Shot Aggregate
Lot Description	Washed Limestone - Delivered
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

See specifications for details-Spec Item 16

Item	BID 25605--05-01 - Subbase Aggregate -Delivered: Type A (ODOT 703.01)
Lot Description	Subbase Aggregate -Delivered
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

See specifications for details-Spec Item 17

Item	BID 25605--05-02 - Subbase Aggregate -Delivered: Type B (ODOT 703.01)
Lot Description	Subbase Aggregate -Delivered
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

See specifications for details-Spec Item 18

Item	BID 25605--05-03 - Subbase Aggregate -Delivered: Type C (ODOT 703.01)
Lot Description	Subbase Aggregate -Delivered
Quantity	1 each
Unit Price	<input type="text"/>

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Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description
See specifications for details-Spec Item 19

Item **BID 25605--05-04 - Subbase Aggregate -Delivered: Type D (ODOT 703.01)**
Lot Description **Subbase Aggregate -Delivered**
Quantity **1 each**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description
See specifications for details-Spec Item 20

Item **BID 25605--06-01 - Traffic Bond Surface Course - Delivered: Type A TBSC (ODOT 703.5)**
Lot Description **Traffic Bond Surface Course - Delivered**
Quantity **1 each**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description
See specifications for details-Spec Item 21

Item **BID 25605--06-02 - Traffic Bond Surface Course - Delivered: Type B TBSC (ODOT 703.5)**
Lot Description **Traffic Bond Surface Course - Delivered**
Quantity **1 each**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description
See specifications for details-Spec Item 22

Item **BID 25605--06-03 - Traffic Bond Surface Course - Delivered: Type C TBSC (ODOT 703.5)**
Lot Description **Traffic Bond Surface Course - Delivered**

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Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	See Bid Packet for Location(s)
	N/A
	Oklahoma City OK 73102
	Qty 1

Description
See specifications for details-Spec Item 23

Item	BID 25605--06-04 - Traffic Bond Surface Course - Delivered: Type D TBSC (ODOT 703.5)
Lot Description	Traffic Bond Surface Course - Delivered
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	See Bid Packet for Location(s)
	N/A
	Oklahoma City OK 73102
	Qty 1

Description
See specifications for details-Spec Item 24

Item	BID 25605--06-05 - Traffic Bond Surface Course - Delivered: Type E TBSC (ODOT 703.5)
Lot Description	Traffic Bond Surface Course - Delivered
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	See Bid Packet for Location(s)
	N/A
	Oklahoma City OK 73102
	Qty 1

Description
See specifications for details-Spec Item 25

Item	BID 25605--06-06 - Traffic Bond Surface Course - Delivered: Type F TBSC (ODOT 703.5)
Lot Description	Traffic Bond Surface Course - Delivered
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	See Bid Packet for Location(s)
	N/A
	Oklahoma City OK 73102
	Qty 1

Description
See specifications for details-Spec Item 26

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Item	BID 25605--07-01 - Crusher Run - Delivered: 3/4 inch (NON SPEC)
Lot Description	Crusher Run - Delivered
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description
See specifications for details-Spec Item 27

Item	BID 25605--07-02 - Crusher Run - Delivered: 1 inch (NON SPEC)
Lot Description	Crusher Run - Delivered
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description
See specifications for details-Spec Item 28

Item	BID 25605--07-03 - Crusher Run - Delivered: 1 1/2 inch (NON SPEC)
Lot Description	Crusher Run - Delivered
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description
See specifications for details-Spec Item 29

Item	BID 25605--07-04 - Crusher Run - Delivered: 2 inch (NON SPEC)
Lot Description	Crusher Run - Delivered
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description
See specifications for details-Spec Item 30

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Item	BID 25605--07-05 - Crusher Run - Delivered: 2 1/2 inch (NON SPEC)
Lot Description	Crusher Run - Delivered
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

See specifications for details-Spec Item 31

Item	BID 25605--08-01 - Course Crushed Stone - Delivered: 1/ 1/2 inch aggregate
Lot Description	Course Crushed Stone - Delivered
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

See specifications for details-Spec Item 32

Item	BID 25605--08-02 - Course Crushed Stone - Delivered: 3 inch aggregate
Lot Description	Course Crushed Stone - Delivered
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

See specifications for details-Spec Item 33

Item	BID 25605--08-03 - Course Crushed Stone - Delivered: 3 1/2 inch aggregate
Lot Description	Course Crushed Stone - Delivered
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A

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Oklahoma City OK 73102

Qty 1

Description

See specifications for details-Spec Item 34

Item	BID 25605--09-01 - Soil - Delivered: Select Soil (ODOT 705.01)
Lot Description	Soil - Delivered
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

See specifications for details-Spec Item 35

Item	BID 25605--09-02 - Soil - Delivered: Top Soil, Totally debris free
Lot Description	Soil - Delivered
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

See specifications for details-Spec Item 36

Item	BID 25605--10-01 - Caliche - Delivered: Caliche Base Material (ODOT 703.09)
Lot Description	Caliche - Delivered
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

See specifications for details-Spec Item 37

Item	BID 25605--11-01 - Riprap - Picked Up: 8 inch (NON SPEC)
Lot Description	Riprap - Picked Up
Quantity	1 each
Unit Price	<input type="text"/>

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Delivery Location	City of Oklahoma City and its Trusts
	See Bid Packet for Location(s)
	N/A
	Oklahoma City OK 73102
	Qty 1

Description
See specifications for details-Spec Item 1

Item	BID 25605--11-02 - Riprap - Picked Up: 12 inch (ODOT 713.01)
Lot Description	Riprap - Picked Up
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	See Bid Packet for Location(s)
	N/A
	Oklahoma City OK 73102
	Qty 1

Description
See specifications for details-Spec Item 2

Item	BID 25605--11-03 - Riprap - Picked Up: 18 inch (ODOT 713.01)
Lot Description	Riprap - Picked Up
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	See Bid Packet for Location(s)
	N/A
	Oklahoma City OK 73102
	Qty 1

Description
See specifications for details-Spec Item 3

Item	BID 25605--11-04 - Riprap - Picked Up: 24 inch (ODOT 713.01)
Lot Description	Riprap - Picked Up
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	See Bid Packet for Location(s)
	N/A
	Oklahoma City OK 73102
	Qty 1

Description
See specifications for details-Spec Item 4

Item	BID 25605--11-05 - Riprap - Picked Up: 30 inch (ODOT 713.01)
Lot Description	Riprap - Picked Up

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Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	See Bid Packet for Location(s)
	N/A
	Oklahoma City OK 73102
	Qty 1

Description
See specifications for details-Spec Item 5

Item	BID 25605--11-06 - Riprap - Picked Up: 36 inch (ODOT 713.01)
Lot Description	Riprap - Picked Up
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	See Bid Packet for Location(s)
	N/A
	Oklahoma City OK 73102
	Qty 1

Description
See specifications for details-Spec Item 6

Item	BID 25605--12-01 - Screening - Picked Up: 3/8 inch Screening (NON-SPEC)
Lot Description	Screening - Picked Up
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	See Bid Packet for Location(s)
	N/A
	Oklahoma City OK 73102
	Qty 1

Description
See specifications for details-Spec Item 7

Item	BID 25605--12-02 - Screening - Picked Up: #4 Screening (NON-SPEC)
Lot Description	Screening - Picked Up
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	See Bid Packet for Location(s)
	N/A
	Oklahoma City OK 73102
	Qty 1

Description
See specifications for details-Spec Item 8

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Item	BID 25605--13-01 - Cover - Picked Up: 3/4 inch #1 (ODOT 703.4)
Lot Description	Cover - Picked Up
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

See specifications for details-Spec Item 9

Item	BID 25605--13-02 - Cover - Picked Up: 3/8 inch #2 (ODOT 703.4)
Lot Description	Cover - Picked Up
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

See specifications for details-Spec Item 10

Item	BID 25605--13-03 - Cover - Picked Up: 5/8 inch #3 (ODOT 703.4)
Lot Description	Cover - Picked Up
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

See specifications for details-Spec Item 11

Item	BID 25605--13-04 - Cover - Picked Up: 5/8 inch #3C (ODOT 703.4)
Lot Description	Cover - Picked Up
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

See specifications for details-Spec Item 12

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Item	BID 25605--14-01 - Micro Surfacing Aggregate - Picked Up: Type I Micro (ODOT 701.01)
Lot Description	Micro Surfacing Aggregate - Picked Up
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	See Bid Packet for Location(s)
	N/A
	Oklahoma City OK 73102
	Qty 1

Description

See specifications for details-Spec Item 13

Item	BID 25605--14-02 - Micro Surfacing Aggregate - Picked Up: Type II Micro (ODOT 701.01)
Lot Description	Micro Surfacing Aggregate - Picked Up
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	See Bid Packet for Location(s)
	N/A
	Oklahoma City OK 73102
	Qty 1

Description

See specifications for details-Spec Item 14

Item	BID 25605--14-03 - Micro Surfacing Aggregate - Picked Up: Type III Micro (ODOT 701.01)
Lot Description	Micro Surfacing Aggregate - Picked Up
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	See Bid Packet for Location(s)
	N/A
	Oklahoma City OK 73102
	Qty 1

Description

See specifications for details-Spec Item 15

Item	BID 25605--15-01 - Washed Limestone - Picked Up: #2 Washed Limestone Shot Aggregate
Lot Description	Washed Limestone - Picked Up
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	See Bid Packet for Location(s)
	N/A

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Qty 1

Description

See specifications for details-Spec Item 16

Item	BID 25605--16-01 - Subbase Aggregate -Picked Up: Type A (ODOT 703.01)
Lot Description	Subbase Aggregate -Picked Up
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

See specifications for details-Spec Item 17

Item	BID 25605--16-02 - Subbase Aggregate -Picked Up: Type B (ODOT 703.01)
Lot Description	Subbase Aggregate -Picked Up
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

See specifications for details-Spec Item 18

Item	BID 25605--16-03 - Subbase Aggregate -Picked Up: Type C (ODOT 703.01)
Lot Description	Subbase Aggregate -Picked Up
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

See specifications for details-Spec Item 19

Item	BID 25605--16-04 - Subbase Aggregate -Picked Up: Type D (ODOT 703.01)
Lot Description	Subbase Aggregate -Picked Up
Quantity	1 each
Unit Price	<input type="text"/>

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Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
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Qty 1

Description
See specifications for details-Spec Item 20

Item **BID 25605--17-01 - Traffic Bond Surface Course - Picked Up: Type A TBSC (ODOT 703.5)**
Lot Description **Traffic Bond Surface Course - Picked Up**
Quantity **1 each**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description
See specifications for details-Spec Item 21

Item **BID 25605--17-02 - Traffic Bond Surface Course - Picked Up: Type B TBSC (ODOT 703.5)**
Lot Description **Traffic Bond Surface Course - Picked Up**
Quantity **1 each**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description
See specifications for details-Spec Item 22

Item **BID 25605--17-03 - Traffic Bond Surface Course - Picked Up: Type C TBSC (ODOT 703.5)**
Lot Description **Traffic Bond Surface Course - Picked Up**
Quantity **1 each**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description
See specifications for details-Spec Item 23

Item **BID 25605--17-04 - Traffic Bond Surface Course - Picked Up: Type D TBSC (ODOT 703.5)**
Lot Description **Traffic Bond Surface Course - Picked Up**

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Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	See Bid Packet for Location(s)
	N/A
	Oklahoma City OK 73102
	Qty 1

Description
See specifications for details-Spec Item 24

Item	BID 25605--17-05 - Traffic Bond Surface Course - Picked Up: Type E TBSC (ODOT 703.5)
Lot Description	Traffic Bond Surface Course - Picked Up
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	See Bid Packet for Location(s)
	N/A
	Oklahoma City OK 73102
	Qty 1

Description
See specifications for details-Spec Item 25

Item	BID 25605--17-06 - Traffic Bond Surface Course - Picked Up: Type F TBSC (ODOT 703.5)
Lot Description	Traffic Bond Surface Course - Picked Up
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	See Bid Packet for Location(s)
	N/A
	Oklahoma City OK 73102
	Qty 1

Description
See specifications for details-Spec Item 26

Item	BID 25605--18-01 - Crusher Run - Picked Up: 3/4 inch (NON SPEC)
Lot Description	Crusher Run - Picked Up
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	See Bid Packet for Location(s)
	N/A
	Oklahoma City OK 73102
	Qty 1

Description
See specifications for details-Spec Item 27

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Item	BID 25605--18-02 - Crusher Run - Picked Up: 1 inch (NON SPEC)
Lot Description	Crusher Run - Picked Up
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description
See specifications for details-Spec Item 28

Item	BID 25605--18-03 - Crusher Run - Picked Up: 1 1/2 inch (NON SPEC)
Lot Description	Crusher Run - Picked Up
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description
See specifications for details-Spec Item 29

Item	BID 25605--18-04 - Crusher Run - Picked Up: 2 inch (NON SPEC)
Lot Description	Crusher Run - Picked Up
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description
See specifications for details-Spec Item 30

Item	BID 25605--18-05 - Crusher Run - Picked Up: 2 1/2 inch (NON SPEC)
Lot Description	Crusher Run - Picked Up
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description
See specifications for details-Spec Item 31

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Item	BID 25605--19-01 - Course Crushed Stone - Picked Up: 1/ 1/2 inch aggregate
Lot Description	Course Crushed Stone - Picked Up
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

See specifications for details-Spec Item 32

Item	BID 25605--19-02 - Course Crushed Stone - Picked Up: 3 inch aggregate
Lot Description	Course Crushed Stone - Picked Up
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

See specifications for details-Spec Item 33

Item	BID 25605--19-03 - Course Crushed Stone - Picked Up: 3 1/2 inch aggregate
Lot Description	Course Crushed Stone - Picked Up
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

See specifications for details-Spec Item 34

Item	BID 25605--20-01 - Soil - Picked Up: Select Soil (ODOT 705.01)
Lot Description	Soil - Picked Up
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A

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Qty 1

Description

See specifications for details-Spec Item 35

Item	BID 25605--20-02 - Soil - Picked Up: Top Soil, Totally debris free
Lot Description	Soil - Picked Up
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

See specifications for details-Spec Item 36

Item	BID 25605--21-01 - Caliche - Picked Up: Caliche Base Material (ODOT 703.09)
Lot Description	Caliche - Picked Up
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

See specifications for details-Spec Item 37

Item	BID 25605--22-01 - Attachments: Bidder's Current W-9
Lot Description	Attachments
Quantity	1 each
Prices are not requested for this item.	
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

Attach current W-9

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**BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION
STATEMENT**
**BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS
DOCUMENT PRIOR TO SUBMITTING IN THE ELECTRONIC BID SYSTEM**

**Please be aware that typing in your password acts as your electronic signature, which is
just as legal and binding as an original signature.**

(See Electronic Signatures in Global and National Commerce Act for more information.)

**THIS DOCUMENT MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID
OR THE BID WILL BE REJECTED**

INSTRUCTIONS: This document MUST be electronically signed and submitted with the bid for the bid to be valid. Failure to electronically sign the this document prior to submitting the electronic bid will result in rejection of your bid. This document constitutes your bid and will be the Pricing Agreement/Contract document under which you are to perform, should your bid be accepted, so it must be properly and completely executed. It is, therefore, essential that you are aware of its terms, as well as those contained in the specifications.

Submit this electronically signed document, along with all accompanying documents:

THIS PRICING AGREEMENT/CONTRACT is made and entered into, by and between
hereinafter referred to as "Bidder" and The City of Oklahoma City, a municipal corporation, or a participating Public Trust of which The City of Oklahoma City is Beneficiary hereinafter referred to as the "Contracting Entity."

WITNESSETH:

WHEREAS, the governing body of the Contracting Entity has approved certain specifications and requested by notice that bids be submitted thereon; and

WHEREAS, this document until executed by the Mayor/Chairman of the Contracting Entity constitutes the Bidder's proposal; and

NOW, THEREFORE, that in consideration of the covenants, agreements and representations as hereinafter set forth, it is mutually agreed by the parties that:

1. The Bidder agrees to sell and deliver to the Contracting Entity, the items of material and/or services, specified in the pricing section of the electronic bid submittal, which is attached hereto and made a part of this Pricing Agreement/Contract. List the prompt payment discount, if any, for this agreement in the space provided below:

Discount for Prompt Payment % Days

2. The Bidder expressly warrants that all articles, material, and/or work covered in this Pricing Agreement/Contract will conform to the specifications and electronic bid documents attached to this bid and are hereby incorporated, as if set forth in full herein; and further warrants that the same shall be of good material and workmanship, and free from defects.

3. The Bidder understands that all bids are to be submitted in U.S. dollars at a firm price. Bids submitted in any currency other than U.S. dollars will be rejected.

4. The Bidder also understands that all invoices shall be submitted in U.S. dollars and agrees to accept payment in U.S. dollars as full satisfaction of the invoiced amount.

5. If any of the goods fail to meet the warranties contained in Paragraph 2, above, the Bidder, upon notice from the Contracting Entity, shall promptly correct or replace the same at the Bidder's expense. If the Bidder shall fail to so do, the Contracting Entity may cancel this order as to all such goods, and in addition, may cancel the then remaining balance of this order. After notice to the Bidder, all such goods will be held at the Bidder's risk. The Contracting Entity may, at the Bidder's direction, make available such goods to be returned to the Bidder at the Bidder's

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risk, and all transportation charges, both to and from the original destination, shall be paid by the Bidder. Any payment for such goods shall be refunded by the Bidder unless the Bidder promptly corrects or replaces the same at the Bidder's expense.

6. The Contracting Entity agrees to pay to the Bidder the price and amount in accordance with Paragraph 1 above, based on the quantity actually purchased, upon delivery to and acceptance by the Contracting Entity, of the material and/or service[s] above described and upon the filing by the Bidder, and approval by the Contracting Entity, of a verified claim for the amount due.

7. The Bidder agrees, in connection with the performance of work under this Pricing Agreement/Contract:

a. That the Bidder will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The Bidder shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Bidder agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contracting Entity setting forth the provisions of this section, and;

b. That the Bidder agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Pricing Agreement/Contract.

8. In the event of the Bidder's non-compliance with the above non-discrimination clause, this Pricing Agreement/Contract may be canceled or terminated by the Contracting Entity. The Bidder may be declared by the Contracting Entity ineligible for further Pricing Agreement[s]/Contract[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Bidder.

9. The risk of loss or damage shall be borne by the Bidder at all times until the acceptance of goods, properly packed, by the Contracting Entity.

10. This Pricing Agreement/Contract, specifications, electronic bid submittal documents and any attachments constitutes the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not contained in or attached to this Pricing Agreement/Contract. This Pricing Agreement/Contract may not be modified or assigned unless approved in writing and signed by both parties.

11. The parties assume and understand that the variables in the Bidder's cost of performance may fluctuate; consequently, the parties agree that any fluctuations in the Bidder's costs will not alter the Bidder's obligations under this Pricing Agreement/Contract nor excuse performance or delay on the Bidder's part.

12. This Pricing Agreement/Contract shall be inoperative during such period of time that the aforesaid delivery or acceptance may be rendered impossible by reason of fire, Act of God or government regulation. Provided, however, to the extent that the Bidder has any commercially reasonable alternative method of performing this Pricing Agreement/Contract by purchase on the market or otherwise, the Bidder shall not be freed of any obligations hereunder by this clause, even though the goods intended for this Pricing Agreement/Contract were destroyed or their delivery delayed because of an event described above.

13. The shipping or receiving of any goods under this Pricing Agreement/Contract shall not be deemed, or be, a waiver of any right to damages for any prior failure to ship or receive any goods.

14. This Pricing Agreement/Contract shall be governed by the laws of the State of Oklahoma.

15. The Bidder shall be responsible for complying with all applicable federal, state and local laws.

16. If submitting a bid for services, the Bidder certifies that they, and any proposed subcontractors, 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 Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

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The undersigned individual states that the Bidder will be bound by all components of its bid, the specification, the terms and conditions of the Pricing Agreement/Contract, and the requirements for Bidders.

WITNESS the hands of the parties hereto:

THIS FORM MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID FOR THE BID TO BE VALID

Note: The owner or an officer of the business or corporation may sign this document. A Corporate Seal or a letter of authorization is needed for any other signer. For instance, if a Salesman or Manager signs this form, a letter of authorization or Corporate Seal is to be attached.

Type Name of Authorized Agent

Title of Authorized Agent

Company Name and Address

Zip Code

Telephone Number and Fax Number if any

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.

(See Electronic Signatures in Global and National Commerce Act for more information.)

THIS FORM MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID OR THE BID WILL BE REJECTED

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NON-COLLUSION AFFIDAVIT

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT PRIOR TO SUBMITTING BID

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.

(See Electronic Signatures in Global and National Commerce Act for more information.)

The undersigned, of lawful age, being duly sworn, upon oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal/bid for, and on behalf of, the Proposer/Bidder; that the Proposer/Bidder has not, directly or indirectly, entered into any agreement, express or implied, with any Proposer/Bidder, having for its object the controlling of the price or amount of such proposal/bid, the limiting of the proposals/bids or the Proposers/Bidders, the parceling or farming out to any Proposer/Bidder or other persons, of any part of the Agreement or any part of the subject matter of the proposal/bid, or of the profits thereof, and that Proposer/Bidder has not and will not divulge the sealed proposal/bid to any person whomsoever, except those having a partnership or other financial interest with the Proposer/Bidder in the said proposal/bid, until after the said sealed proposals/bids are opened.

The undersigned further states that the Proposer/Bidder has not been a party to any collusion: among Proposer/Bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from proposing; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Agreement, or any other terms of the said prospective Agreement; or in any discussions between the Proposers/Bidders or City/Trust official, City/Trust employee or City/Trust agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement. The Proposer/Bidder states that it has not paid, given or donated or agreed to pay, give or donate to any City/Trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement pursuant to this Proposal/Bid.

Witness the hands of the parties hereto:

The undersigned states that the Proposer/Bidder will be bound by its proposal/bid, the specification, the terms and conditions of the Agreement, and the Requirements for Proposer/Bidders.

→ → THIS FORM TO BE COMPLETED BY THE PROPOSER/BIDDER PRIOR TO AGREEMENT APPROVAL ← ←

Type Name of Authorized Agent/Representative

Company Name

Address

Telephone Number and Fax Number, if any

Title

Zip Code

TO BE COMPLETED BY THE NOTARY:

State of *

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County of *

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[*State and County where notarized must be typed in for bid/proposal to be considered.][SAK1]

Signed and sworn to
before me on this

day of

by

[Day]

[Month]

[Year]

[Print the name of the
agent/representative who signed
above.]

My Commission
Number:

[Oklahoma]

Type Name of Notary Public

My Commission
Expires:

[Date/Year]

[49 Okla. Stat. 2011 §119]

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT PRIOR TO SUBMITTING BID

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.

(See Electronic Signatures in Global and National Commerce Act for more information.)

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BIDDER MUST ELECTRONICALLY COMPLETE THIS FORM PRIOR TO SUBMITTING BID

SUPPLIER CONTACT INFORMATION

The purpose of this form is to assist various City Departments and Trusts with placing orders.

Sales Contact:

Company Name:	<input type="text"/>		
Address:	<input type="text"/>		
Contact Person:	<input type="text"/>	Email Address:	<input type="text"/>
Telephone Number:	<input type="text"/>	Fax Number:	<input type="text"/>

Billing Contact:

Company Name:	<input type="text"/>		
Address:	<input type="text"/>		
Contact Person:	<input type="text"/>	Email Address:	<input type="text"/>
Telephone Number:	<input type="text"/>	Fax Number:	<input type="text"/>

Service Contact:

Company Name:	<input type="text"/>		
Address:	<input type="text"/>		
Contact Person:	<input type="text"/>	Email Address:	<input type="text"/>
Telephone Number:	<input type="text"/>	Fax Number:	<input type="text"/>

After Hours Emergency Number(s)	<input type="text"/>
After Hours Emergency Number(s)	<input type="text"/>
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(Published in *The Journal Record* on May 22nd, 2024)

NOTICE TO BIDDERS

Notice is hereby given that The City of Oklahoma City (“Contracting Entity”) will receive electronic bids at the **OFFICE OF THE CITY CLERK, 200 North Walker Avenue, Oklahoma City, Oklahoma 73102** until 10:00:00 a.m. C.D.T., on the 12th day of June, 2024, for the following:

BID 25605 – Aggregate Riprap, Soil, Sand, and Rock

The Contracting Entity has partnered with Periscope (formerly BidSync) to accept bids electronically. You are invited to submit a bid electronically through the Periscope system to supply the goods and/or services specified in the electronic bid packet. The Contracting Entity does not provide access to a computer for electronic bidding or electronic bid submission. Bidders must register in advance with Periscope at <https://prod.bidsync.com/the-city-of-oklahoma-city> in order to submit an electronic bid. The Contracting Entity recommends potential Bidders register and become familiar with the Periscope electronic bidding process in advance of submitting a bid. There is no charge to the Bidder for registering or submitting an electronic bid to the Contracting Entity through Periscope. Instructions on how to get registered to bid through Periscope can be found on The City of Oklahoma City’s website at <https://www.okc.gov/departments/bidding>.

Bids shall be made in accordance with this Notice to Bidder, General Instructions and Requirements for Bidders, Oklahoma Open Records Act and Confidential Information, the Specifications, the Agreement & Non-Discrimination Statement, the Non-Collusion Affidavit, and any other documents which are included in the complete electronic bid packet. The Agreement must be completed, signed, and submitted electronically through Periscope for the bid to be valid.

Bids timely submitted electronically through Periscope shall be opened at the time stated above or later in the City Clerk’s Conference Room, located on the 2nd floor of the Municipal Building. The Periscope system does not allow bids to be submitted after the above stated date and time. There will be no exceptions to this policy. All bids shall remain on file at least 48 hours before an Agreement shall be made and entered.

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**The City of
OKLAHOMA CITY**
and its Trusts

**ELECTRONIC BID PACKET
AGGREGATE, RIPRAP, SOIL, SAND, AND ROCKS
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GENERAL INSTRUCTIONS AND REQUIREMENTS FOR BIDDERS

THESE INSTRUCTIONS, REQUIREMENTS AND ANY SPECIAL INSTRUCTIONS CONTAINED IN THE SPECIFICATIONS ARE A PART OF THE TERMS AND CONDITIONS OF THE BIDDER'S IRREVOCABLE BID AS A FIRM OFFER. ANY EXCEPTIONS TO THESE INSTRUCTIONS, REQUIREMENTS OR SPECIFICATIONS MUST BE SPECIFIED AND SUBMITTED WITH THE BIDDER'S BID. THIS CAN BE ACCOMPLISHED BY SUBMITTING AN ALTERNATE OFFER, IF AVAILABLE ON THE BID, OR BY ENTERING INFORMATION INTO THE "NOTE TO BUYER" FIELD. A BIDDER MAY ALSO SUBMIT EXCEPTIONS BY UPLOADING A SEPARATE DOCUMENT LABELED "EXCEPTIONS" INTO THE PERISCOPE SYSTEM. FAILURE TO INDICATE ANY EXCEPTIONS WILL BE REGARDED AS FULL ACCEPTANCE OF THE REQUIREMENTS, INSTRUCTIONS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET AND ANY OTHER BID DOCUMENTS RELATED TO THIS BID.

1. **EXAMINATION BY BIDDERS:** All Bidders must examine the specifications, drawings, schedules, special instructions and these general instructions and requirements prior to electronically submitting any Bid/Pricing Agreement/Contract. Failure to examine is at the Bidder's own risk as Bidder will be held to the terms, conditions and requirements therein.
2. **SUBMISSION OF FORMS REQUIRED FOR PRICING AGREEMENT/CONTRACT AWARD:** All bids must be completed electronically, on the forms provided by the Contracting Entity through the electronic bidding system. Bids will not be considered unless the Bid/Pricing Agreement/Contract form is completed, signed and submitted by the Bidder in the electronic bidding system. A Letter of Authorization should also be attached and submitted when the Bidder is not authorized by statute and the Bidder's organizational and establishing documents to sign and bind the Bidder to the Bid/Pricing Agreement/Contract documents. The Non-Collusion Affidavit must be executed by the Bidder or an authorized agent and notarized. The notarization must contain:
 - (a) The notary's signature (electronic signature);
 - (b) Jurisdiction where notarization took place (i.e., State of __, County of __);
 - (c) Date of notarization;
 - (d) The notary's commission expiration date;
 - (e) The notary's commission number (Oklahoma);
 - (f) The notarial seal (the notary seal is not required for electronic notarization); and
 - (g) Comply with all other applicable laws. The Non-Collusion Affidavit must be submitted electronically with the electronic bid packet.
3. **SUBMISSION OF BIDS ELECTRONICALLY TO THE CITY CLERK/SECRETARY:** Bids must be submitted electronically through Periscope and shall be opened at the time stated in the Notice to Bidders, or later, in the City Clerk's Conference Room, located on the 2nd floor of the Municipal Building. The Periscope system does not allow bids to be submitted after the deadline. There will be no exceptions to this policy. All bids shall remain on file at least 48 hours thereafter before a Pricing Agreement/Contract shall be made and entered into thereon.
4. **DESCRIPTIVE TERMS:** Unless the term "no substitute" is used, the use of brand name, manufacturer, make, or catalog designation in describing an item does not restrict Bidders to that particular brand name, etc. The term is simply to indicate the type, character, quality and/or performance equivalence of the item desired. However, the proposed substitution item must be of such character, quality and/or performance equivalence as that indicated in the specifications. A proposed substitute item must include complete data as to the manufacturer's name, type, model number, any descriptive bulletins and specifications. This data can be uploaded electronically through the electronic bidding system.
5. **EXCEPTIONS:** Any exceptions or variances to these instructions or specifications must be submitted with the Bidder's bid. This can be accomplished by submitting an alternate offer, if available on the bid, or by entering information in the "Note to Buyer" field. A Bidder may also submit exceptions by uploading a separate document labeled "Exceptions" into the Periscope system. Failure to indicate any exceptions will be construed to mean that the Bidder offers to furnish the exact commodity as described in the bid specifications and as full acceptance of the requirements, instructions, and specifications contained in this bid packet and any other bid documents related to this bid.
6. **UNIT PRICES:** A unit price for each unit bid must be shown and include any applicable taxes, delivery, and packaging and/or packing, if any, unless otherwise specified. If there is an estimated quantity stated as such in the specifications, the estimate is not a guarantee of the quantity which may be purchased. When the quantity in the Periscope system is listed as "1", Bidder shall bid the per individual unit price. The Contracting Entity may purchase one or more bid item at any given time throughout the term of the Pricing Agreement/Contract. The Periscope system will calculate the total based on the quantity requested by the Contracting Entity and the price entered by the Bidder. The Periscope system will calculate the bid price based on the quantity and price. Items bid as an estimated quantity will be awarded on a "no guarantee" basis. Prices shall be extended in decimals, not fractions, and shall include transportation and delivery charges, prepaid by the Bidder to the destination specified in the special instructions of the specifications.
7. **EXEMPTIONS FROM CERTAIN TAXES:** The purchase of certain goods or services by the Contracting Entity is exempt from the payment of excise, transportation, use, and sales tax imposed by the federal, state and/or city governments. Such taxes must not be included in the bid prices. Any taxes that are not exempt must be included in the bid price. No additional payment or compensation will be made for taxes.
8. **PAYMENTS AND DISCOUNTS:**

- (a) Payment for goods and services as specified in the Pricing Agreement/Contract shall be processed promptly after completion of delivery and acceptance of items and after receipt from Bidder of properly prepared invoice(s) and/or notarized claim voucher(s), if applicable. Purchases may be made by certain City or Trust employees using a purchasing card. Employees of Contracting Entity are required, when possible, to use a purchasing card for purchases under the amount of \$5,000 for a single transaction. For single transactions over \$5,000, the Bidder may request payment be completed by issuance of a purchase order. Processing fees may not be added when a purchasing card is used. The bid price shall cover any fees a bidder may incur.
 - (b) Discounts for prompt payment will not be considered in bid evaluations, unless otherwise specified. Discounts offered by the Bidder will be taken, however, if payment is made within the discount period.
 - (c) Late charges cannot be assessed against Contracting Entity.
9. **LATE INVOICES:** If the purchase order indicates that the purchase is being made with City funds, all unpaid invoices pertaining to this Pricing Agreement/Contract must be recorded in the Finance Department, Accounts Payable Section, or in the Office of the City Clerk on or before September 30 for all debts incurred during the prior fiscal year (July 1 through June 30), or said invoice shall be void and forever barred. (See 62 Okla. Stat. 2010 § 310.4).
10. **DELIVERY:**
- (a) All bid prices quoted shall be based on delivery F.O.B. Oklahoma City, Oklahoma or to any points located within the municipal corporate limits (unless otherwise stated in the bid specifications) with all charges prepaid to the actual point of delivery.
 - (b) Bids must show the number of days required for delivery under normal conditions. Unrealistically short or long delivery promises may cause bids to be rejected. A successful Bidder is required to keep the purchasing department advised at all times of the status of the order and delivery. All goods or services shall be delivered within thirty (30) days from the date of the award of the Pricing Agreement/Contract, unless specified otherwise.
11. **AWARD OF PRICING AGREEMENT/CONTRACTS:** The Contracting Entity reserves the rights to: award by item, groups of items or all items of the bid; to reject any or all bids in whole or in part; and, waive technical defects, irregularities and/or omissions.
12. **PERFORMANCE BONDS:** If required by the specifications, the successful Bidder must post the performance bond, a certified or cashier's check in the amount required prior to award of Pricing Agreement/Contract.
13. **PATENTS:** The Bidder agrees to indemnify and save harmless the Contracting Entity, including any of Contracting Entity's employees, the purchasing agent and assistants from all suits and actions of every nature and description brought against the Bidder and/or any assistants because of, or for the use of, patented or licensed appliances, products, or processes. The Bidder shall pay all royalties and charges which are legal, and equitable evidence of such payment or satisfaction shall be submitted upon request of the Contracting Entity, as a necessary requirement in connection with the final execution of any Agreement/Contract in which patented or licensed appliances, products, or processes are to be used.
14. **TERMINATION:**
- (a) The performance of services and/or the delivery of items under any Pricing Agreement/Contract may be terminated by the Contracting Entity, in whole or in part, whenever it is determined to be in the best interest of the Contracting Entity.
 - (b) Any such termination will be effected by delivery to the Bidder of a termination notice specifying the extent to which performance or services and/or delivery of ordered commodities is terminated, and the date the termination becomes effective.
 - (c) After receipt of a termination notice, the Bidder shall stop performance of services and/or accept no further orders under the Pricing Agreement/Contract.
15. **COMPLIANCE WITH APPLICABLE LAWS:** All Proposers must comply with all applicable federal, state or local laws and regulations, including Title VI and all provisions of the Civil Rights Act of 1964 42, U.S.C. §§ 2000d, -et seq.
16. **SELF-INSURED:** The Contracting Entity is self-insured for its own negligence. The liability of the Contracting Entity for acts of negligence are limited and subject to the Governmental Tort Claims Act, 51 O.S. §§ 151, *et seq.*
17. **RIGHT TO AUDIT:** The Contracting Entity shall at all times have the right to examine books, papers and records of the successful Bidder relative to all aspects of the Pricing Agreements/Contracts awarded as a result of this bid to confirm Pricing Agreement/Contract compliance. Failure to provide the requested information may result in termination of the Pricing Agreement/Contract. This right to audit only affects Pricing Agreement/Contract compliance as a result of this bid, and does not apply to Bidder records beyond the scope of the Pricing Agreement/Contract.
18. **REFERENCES:** The Contracting Entity has the right to request references from bidders.
19. **BID EVALUATION:** Bids will be evaluated based upon the lowest overall cost to the Contracting Entity and a bidder's responsiveness to the requirements of the specifications. The Contracting Entity retains the right to waive minor deficiencies of specifications, technicalities or informalities in a bid, provided that the best interest of the Contracting Entity would be served without prejudice to the rights of other bidders.

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OKLAHOMA OPEN RECORDS ACT AND CONFIDENTIAL INFORMATION

All materials submitted to the Contracting Entity pursuant to this Bid or Proposal potentially become subject to the mandates of the Oklahoma Open Records Act, 51 O.S. § 24A.1. *et seq.* The purpose of this Act is to ensure and facilitate the public's right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power. Almost all "records," as that term is defined in the Act, may be disclosed to the public upon request. Except where specific state or federal statutes create a specific and express exemption or confidential privilege, persons who submit information to public bodies have no right to keep this information from public access nor have a reasonable expectation that this information will be kept from public access.

If you believe that any of the information you have submitted to the Contracting Entity pursuant to this Bid or Proposal is exempt or confidential under a specific state or federal statute, and therefore not subject to public access under the Oklahoma Open Records Act, you must comply with the following:

1. Place said documents/records in a separate electronic file attachment marked "Confidential". DO NOT label your entire Bid or Proposal as "Confidential" – label only those portions of the Bid or Proposal that you feel are exempt or are made confidential by state or federal law as "Confidential".
2. For each such document for which you are claiming an exemption or a confidential privilege, identify the federal and/or state law that creates said privilege, e.g., for trade secrets, see 21 O.S. § 1732 (Larceny of Trade Secrets) and the Uniform Trade Secrets Act, 78 O.S. § 85 *et seq.*

Should an Open Records request be presented to the Contracting Entity requesting information you have identified as "Confidential," you will be responsible for defending your position in the District Court, if needed.

If you fail to identify any records submitted as part of your Bid or Proposal as "Confidential", you are agreeing that said records are not exempt or confidential and are subject to public access.

Upon receipt of a request by a third party to review or copy records properly identified as "Confidential," you will be notified of the request and thereby given an opportunity to immediately enforce and protect your rights by initiating an action in a court of competent jurisdiction. Should you fail to timely bring an action to enforce your rights, then the requested records will be released by the Contracting Entity based upon its determination of the application of the Oklahoma Open Records Act.

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BID SPECIFICATIONS

AGGREGATE, RIPRAP, SOIL, SAND, AND ROCKS

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**BID SPECIFICATIONS
AGGREGATE, RIPRAP, SOIL, SAND, AND ROCKS
Instructions to Bidders**

INTENT: To obtain pricing agreement(s) for pick-up and delivery of aggregate, riprap, screening, select soil and topsoil.

It is anticipated the pricing agreement(s) will be effective on August 3, 2024. The current agreements expire on August 2, 2024.

SCOPE OF PRICING AGREEMENT/CONTRACT: The Bidder shall furnish and supply the below listed item(s) in accordance with the terms, conditions and provisions set forth herein.

The Contracting Entity reserves the right to award this Pricing Agreement/Contract to a single Bidder or to multiple Bidders, whichever is deemed to be in best interest of the Contracting Entity. You may bid on some or all items. If you choose not to bid on one of the items respond by typing, "No Bid" in the "Note to Buyer" field of the Line Item in the Periscope system.

SUBSTITUTE OFFERS: If the bid specifications provide that the Contracting Entity is accepting substitute offers for a good or service, this option will be available for bidders in Periscope when completing the electronic bid packet. The Contracting Entity is under no obligation to accept a substitute offer.

CONTRACTING ENTITY: The term "Contracting Entity" as used throughout this Pricing Agreement/Contract shall mean The City of Oklahoma City and any participating Public Trust which chooses to avail itself of the goods or services from the resultant Pricing Agreement/Contract. Should a participating Public Trust, of which The City of Oklahoma City is Beneficiary, choose to avail itself of goods or services from the resultant Pricing Agreement(s)/Contract(s), the Bidder(s) will honor the terms and conditions, including price, of the Pricing Agreement(s)/Contract(s).

BIDDER: Upon award of this Pricing Agreement/Contract, the term "Bidder" shall mean the contracting party supplying the goods and/or services.

PRICING AGREEMENT/CONTRACT PERIOD: The Pricing Agreement/Contract shall be for one year with the option to renew for two additional one-year periods. The Pricing Agreement/Contract shall be in effect commencing on the date of award as approved by the Contracting Entity.

PRICING AGREEMENT/CONTRACT RENEWAL OPTION:

1. This Pricing Agreement/Contract is renewable for two additional one-year periods at the option of the Contracting Entity. Should the Contracting Entity desire to renew the pricing agreement/contract, a written preliminary notice will be furnished to the Bidder prior to the expiration date of the Pricing Agreement/Contract. (Such preliminary notice will not be deemed to commit the Contracting Entity to renew.)

2. Upon receipt of the Contracting Entity's preliminary notice, the Bidder shall, if desired, submit a written agreement to continue Pricing Agreement/Contract performance for an additional one-year period.
3. Should the Contracting Entity exercise this option for renewal, the Pricing Agreement/Contract as renewed shall be deemed to include this option provision except that the total duration of this Pricing Agreement/Contract, including any renewals, shall not exceed three years without approval of the Contracting Entity.
4. In all cases Pricing Agreement/Contract renewals must be approved by the Contracting Entity.

DELIVERY: Bidders shall specify their proposed delivery times for the requested goods and services in the Line-Item pricing area in the electronic bidding system. If a deadline is specified and no alternative is proposed, the Bidder will have agreed to meet the stated deadline.

INSPECTION AND ACCEPTANCE AT DESTINATION:

1. Final inspection and acceptance shall be at destination. Acceptance will occur after the goods or results of the services have been inspected and when determined by designated competent staff to have met the bid specifications. Delivery does not constitute acceptance.
2. Although source inspection by the Contracting Entity is not anticipated under this Pricing Agreement/Contract, the provisions of this article shall in no way be construed to limit the rights of the Contracting Entity to otherwise conduct source inspections when it deems to be appropriate.

F.O.B. DESTINATION:

1. The Bidder shall deliver each item F.O.B. Destination, Oklahoma City, Oklahoma, and to any and all points designated in the bid specifications.
2. Inside delivery is required unless specifically and expressly stated in the bid specifications.

COMMERCIAL PACKAGING: Preservation, packaging, packing, and marking will be in accordance with Bidder's best commercial practice to provide adequate protection against shipping damage. Bidder is required to replace any goods damaged in shipping or delivery.

ESTIMATED ANNUAL REQUIREMENTS (NO GUARANTEE):

1. The quantity of any item, good, or service when shown in the price schedule as an estimate of an annual requirement is merely an estimate based on currently available information. The purchase of any such item or quantity of good or service is not guaranteed. Any offer conditioned upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item will be rejected.
2. The Bidder agrees to furnish all quantities ordered by the Contracting Entity during the Pricing Agreement/Contract period.

3. The Contracting Entity agrees to place orders with the Bidder for all its requirements for those items shown in the price schedule, as awarded, except as follows:
 - a. Quantities of items needed under conditions of emergency or public exigency as approved by the Purchasing Agent.
 - b. Quantities of items obtainable from State contracts, as approved by the Purchasing Agent.
 - c. Quantities of items where federal funds are involved, and other action is warranted for federal regulatory compliance purposes.
 - d. Quantities of items awarded under specific and separate pricing agreements/contracts.
 - e. Quantities of items which otherwise are determined to be outside the general scope and intent of this Pricing Agreement/Contract.
4. If requirements for any awarded items do not materialize for the quantity estimated in the applicable price schedule, such failure shall not constitute grounds for equitable adjustment or additional compensation.
5. There is no obligation to purchase any items from this Pricing Agreement/Contract, and purchases made in future fiscal years or other contract periods are subject to future appropriations and availability of funds.
6. The Contracting Entity may request Bidder provide quantity discounts when making larger purchases. Quantity discounts will be requested from all Bidders when multiple Pricing Agreements/Contracts are awarded.

ORDER OF PRECEDENCE: In the event of an inconsistency between provisions of this Pricing Agreement/Contract, the inconsistency shall be resolved by giving precedence in the following order: (i) Pricing Agreement/Contract articles, (ii) Bid Specifications, (iii) Notice to Bidders, (iv) General Instructions and Requirements for Bidders, (v) other requirements provided by the Contracting Entity in the bid packet, then (vi) attachments, notes, and exceptions by Bidder.

PAYMENT METHODS: The ordering departments will utilize purchase order numbers or purchasing cards for ordering the goods and services they require as the need arises during the Pricing Agreement/Contract period.

The Contracting Entity shall not be held liable for any damages sustained by any Bidder for delivery of goods or services awarded by Pricing Agreement/Contract unless accompanied by an authorized purchase order or purchasing card reference name and number. Delivery of goods or services to any department of Contracting Entity without a purchase order document, purchase order number or purchasing card reference name and number given at the time the order is placed shall constitute an unauthorized purchase.

PAYMENT/INVOICE:

1. Payments will be processed promptly after completion of delivery of ordered items and after receipt of properly prepared invoices.
2. **FOR ORDERS PLACED BY PURCHASE ORDER:** The original invoice must be mailed directly to The City of Oklahoma City, Accounts Payable, 100 N. Walker Avenue, Suite

200, Oklahoma City, Oklahoma 73102, or invoices may be e-mailed to accountspayable@okc.gov. If invoices are e-mailed, a paper copy should not be mailed. This information is printed on the front of each purchase order. Copies of invoices may be sent to other addresses upon request. However, if the original invoice is sent to any other address, payment will be delayed, or may not be processed at all. Should another trust or government entity be using this contract they may request a different invoice address.

FOR ORDERS PLACED BY PURCHASING CARD: Do not send invoices, statements etc. to Accounts Payable for purchasing card orders. Please send all purchasing card documents directly to the cardholder. Cardholders are required to submit itemized transaction details such as invoice/delivery tickets with their monthly purchasing card statement. This is a vital part of the monthly reconciliation process. Your cooperation is appreciated. Contracting Entity employees are required, when possible, to use a purchasing card for purchases under the amount of \$5,000 for a single transaction. For single transactions over \$5,000, the bidder may request payment be completed by issuance of a purchase order. Processing fees may not be added when a purchasing card is used. The bid price is expected to cover any fees a bidder may incur.

3. Invoices must contain the following information:
 - a. Bidder's name and address
 - b. Ship to address (department name)
 - c. Purchase order number - **MUST BE INDICATED ON THE INVOICE**
 - d. Itemization of each item purchased to include:
 - i. description/stock number
 - ii. unit price
 - iii. quantity
 - iv. unit of issue (each, box, dozen, pound, etc.)
 - v. total price
 - e. Total amount of invoice
 - f. Date of delivery
4. Invoices should not reflect any outstanding backorders.

WARRANTY:

1. The Bidder warrants that at the time of delivery, all items furnished under this Pricing Agreement/Contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this Pricing Agreement/Contract. All Bidders will furnish with their bid one copy of their warranty applicable to the supplies or equipment to be furnished.
2. As to any item which does not conform to this warranty, the Bidder agrees that the Contracting Entity shall have the right to:
 - a. Reject and return each nonconforming item to the Bidder for correction or replacement at the Bidder's expense
 - b. Require an equitable adjustment in the Pricing Agreement/Contract price.

3. This warranty shall be in addition to any other rights of the Contracting Entity.
4. All equipment warranties shall start on the date of installation and will be for the full term of said warranty.

GENERAL PROVISIONS: The following documents are attached or by this reference incorporated as a part of this Pricing Agreement/Contract:

- a. Bid/Pricing Agreement/Contract Form & Non-Discrimination Statement
- b. Non-Collusion Affidavit
- c. General Instructions and Requirements for Bidders
- d. Specifications
- e. Oklahoma Open Records Act and Confidential Information

SAFETY DATA SHEETS: Any Bidder supplying goods or materials to the Contracting Entity that require a Safety Data Sheet (SDS) will furnish the required sheet or a composite concentration list in one of the following manners:

- a. Submitted as part of the proposal document
- b. Submitted prior to Agreement/Contract award
- c. Submitted with the product invoice
- d. Submitted at the request of the Contracting Entity

In all instances, the Bidder shall furnish the safety data sheets with the products at delivery, and shall comply with all local, state and federal laws providing for identification of materials transported to the Contracting Entity. The appropriate proposal number, Agreement/Contract number, delivery ticket number, or invoice number shall be clearly marked on the safety data sheet or the composite concentration lists. Information regarding Safety Data Sheets can be found online at <https://www.osha.gov/Publications/OSHA3514.html>. Any question regarding this requirement should be directed to the following address:

Oklahoma City Risk Management Division
420 W. Main Street, Suite 630
Oklahoma City, Oklahoma 73102
(405) 297-3891

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BID SPECIFICATIONS

Other Provisions

ADDENDA: It is the Bidder's responsibility to log into the electronic bidding system to monitor any addenda that may be issued during the process. A Bidder's bid will not be accepted if all addenda have not been acknowledged by the Bidder through the electronic bidding system. If you are set up for electronic notifications through the electronic bidding system, you should receive a notification by e-mail when addenda are issued.

BRAND NAMES/EXAMPLES: Any brand names are used for **comparative purposes only**. Slight variations from the measurements and sizes given that do not compromise the requirements of the bid specifications will be considered.

INDEMNITY REQUIREMENTS: The Bidder assumes all risks incident to or in connection with its purpose to be conducted herein under and shall indemnify, defend and save Contracting Entity harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Bidder's operations and transportation of the Contracting Entity's equipment to and from repair site regardless of fault and arising from acts or omissions of its employees regardless of fault and shall indemnify, defend, and save harmless Contracting Entity from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation.

INSURANCE REQUIREMENTS: The following insurance requirements are applicable and must be obtained prior to contract award if the bid submitted includes on-site installation, on-site maintenance services or other repair services to be performed on the Contracting Entity's property, or if insurance coverage is otherwise requested by the Contracting Entity.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:
The Bidder shall carry Worker's Compensation Insurance in amounts as prescribed by the laws of the State of Oklahoma.

GENERAL LIABILITY INSURANCE: The Bidder shall carry a general liability insurance policy to protect the Bidder and any the Contracting Entity as Additional Insured from claims for property damage and bodily injury including death, or other loss which may arise directly or indirectly from the activities, omissions, and operations of the Bidder under the Agreement, whether such activities, omissions, and operations be by the Bidder, its subcontractor, or by anyone employed by or acting for the benefit of the Bidder in conjunction with this Agreement. The general liability policy shall have, at a minimum, the following coverage amounts:

Property Damage Liability - Limits shall be carried in the amount of not less than twenty five thousand dollars (\$25,000) to any one person for any single claim for damage to or destruction of property arising out of a single act, accident, or occurrence.

All Other Liability - In the amount not less than one hundred seventy-five thousand dollars (\$175,000) for claims including accidental death, personal injury, and all other claims to any one person out of a single act, accident, or occurrence.

General Aggregate Limit- In an amount not less than one million dollars (\$1,000,000) for any number of claims arising out of a single act, occurrence or accident.

AUTOMOBILE LIABILITY INSURANCE – The Bidder shall maintain automobile insurance coverage in, at a minimum, the amounts required by Oklahoma law as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles and equipment when said vehicles or equipment is utilized to meet the requirements of this contract.

The insurance policies required herein shall be issued by a company authorized to do business in the state of Oklahoma and acceptable to Contracting Entity. Upon request, the Contracting Entity shall be furnished with a Certificate of Insurance evidencing all of the above-referenced requirements. All policies shall be in the form of an “occurrence” insurance coverage or policy. If any insurance is written in a “claims made” form, the Bidder shall also provide tail coverage that extends a minimum of two years from the expiration of the Pricing Agreement/Contract. Unless stated otherwise above, all policies must be fully insured with any single deductible not exceeding \$25,000. Bidder or Bidder’s insurance company must provide Contracting Entity at least thirty (30) days’ prior written notice of any cancellation or material coverage change in their policies. **The Contracting Entity shall be listed as a Certificate Holder. This Pricing Agreement/Contract requires that Contracting Entity, including The City of Oklahoma City and its participating public trusts to this Contract/Agreement whether named herein or by reference only, be named as additional insured on the Bidder’s insurance policies, except Worker’s Compensation and Employer’s Liability Insurance, to the full limits of the policies and consistent with the same coverages available to the named insured. Any blanket additional insured endorsement which limits coverages to any Contracting Entity is not compliant with this Pricing Agreement/Contract and shall be considered a breach. Contracting Entity must be provided with a Certificate of Insurance or Endorsement evidencing Contracting Entity’s additional insured status prior to contract award. The policy description shall state the following: “Additional insured(s) on the listed policies are those required in the contract.”**

Unless otherwise approved by the Contracting Entity prior to contract award, self-insured retentions will not be accepted unless accompanied by a bond or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration, and defense expenses not otherwise covered by the Bidder’s self-insured retention.

ACCORD FORM: The policy description shall state the following “**Additional insured(s) on the listed policies as required by contract.** (The City of Oklahoma City and its participating Trusts). The solicitation number, BID 25605, shall be referenced in the policy description.

UNDUE INFLUENCE: Upon advertising this solicitation, no officer, employee, agent, or representative of the Bidder shall have any contact or discussion, verbal or written, with any representative of the Contracting Entity (i.e., Trust Officer, City Council member, City staff, etc.) either directly or indirectly through others in which the Bidder seeks to influence any representative of the Contracting Entity regarding any matters pertaining to this solicitation.

Contacts by the Bidder with the Contracting Entity that do not pertain to a solicitation are exempt from this provision. Examples of these exempt contacts are:

- Private, non-business, contacts with the Contracting Entity by the Bidder's employees acting in their personal capacity
- Business contacts outside of this solicitation that the Contracting Entity may have with the Bidder
- Presentations and/or responses to inquiries initiated by the Contracting Entity
- Pre-bid or pre-proposal conferences
- Discussions with The City Procurement Agent, buyer or departmental contact as outlined in the bid packet

If a representative of any Bidder submitting a bid violates the foregoing prohibition by contacting any of these parties, such contact may result in the Bidder being disqualified from the procurement process.

ESCALATION/DE-ESCALATION: Bidder may request a price increase or decrease if the Bidder shows satisfactory proof to the Contracting Entity that a price change is justified and beyond the scope of the Bidder's control. It is understood that any percentage or discount offered to the Contracting Entity will remain firm for the duration of the Pricing Agreement/Contract. However, within 10 days of any approved changes in the price list(s) bid, Bidder may furnish the Procurement Services Division three copies of the new price list(s). New price list(s) will be considered effective the date shown on the price list(s), or 10 days from the date price list(s) are received in the Procurement Services Division, whichever is later. The three copies of the changed price list/catalog may be mailed, e-mailed or hand delivered to:

The City of Oklahoma City
Procurement Services Division
Attn: Monica Hardesty, Senior Buyer
100 North Walker, 2nd Floor
Oklahoma City, OK 73102
Monica.Hardesty@okc.gov

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BID SPECIFICATIONS

Technical Provisions

INTENT: To obtain pricing agreement(s) for pick-up and delivery of aggregate, riprap, screening, select soil and topsoil.

It is anticipated the pricing agreement(s) will be effective on August 3, 2024. The current agreements expire on August 2, 2024.

The Bidder shall furnish and supply their complete product line(s) as bid below in accordance with the terms, conditions and provisions set forth in the OKLAHOMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, MOST RECENT EDITION, unless otherwise noted.

The type of truck used to haul materials will be at Bidder's discretion, unless specified by the Contracting Entity. Bidders shall bid two bid prices for the items below:

- A. **DELIVERED** – [FOB Oklahoma City job site]. **Aggregate is to be delivered to 3738 SW15th Street, Material Yard, Oklahoma City OK 73108 ** Material Test reports and MSDS sheets from the Bidder must be sent to Contracting Entity, at 3738 SW15th, Oklahoma City, OK 73108, prior to shipping material.**
- B. **PICKED-UP** – [Contracting Entity trucks (or designee) at the Bidder's point of origin]. **Material test reports and MSDS sheets from the Bidder must be made available to the Contracting Entity at the time the material is picked up or sent, prior to picking up material, to the Contracting Entity at 3738 SW15th, Oklahoma City, OK 73108.

RIPRAP STONE TYPE I: [Items 1 through 6]: ODOT 713.01

Provide with a width and thickness at least one-third the length. Provide stone sizes specified in the table 713.1.

Table 713:1

Riprap thickness in [mm]	Maximum	Average Sizes, LBS [KG]	More than 80% of the riprap stone
12 [300]	150 [70]	30-50 [13-23]	>20 [9]
18 [450]	300 [150]	70-125 [30-60]	>30 [14]
24 [600]	1000 [450]	225-400 [100-180]	>40 [18]
30 [750]	1000 [450]	225-400 [100-180]	>40 [18]
36 [900]	2000 [900]	450-800 [200-360]	>80 [36]

- 1. 8" Riprap NON SPEC.
- 2. 12" Riprap ODOT 713.1
- 3. 18" Riprap ODOT 713.1
- 4. 24" Riprap ODOT 713.1
- 5. 30" Riprap ODOT 713.1
- 6. 36" Riprap ODOT 713.1

SCREENING SPECIFICATIONS: [Items 7 and 8]:

- | | | |
|----|----------------|----------|
| 7. | 3/8" Screening | NON-SPEC |
| 8. | #4 Screening | NON-SPEC |

AGGREGATES FOR BITUMINOUS SURFACE TREATMENTS SPECIFICATIONS:

[Items 9 through 12]: ODOT 703.04

Provide cover aggregate consisting of clean sound durable particles of mineral aggregates. Provide uniform mineral aggregate consisting of crushed gravel or stone that is substantially free of organic material.

Table 703:6

Physical properties of cover aggregates		
Property	Test method	Limits
Sampling	AASHTO T-2	-----
Los Angeles Abrasion, wear	AASHTO T-96	≤40%
Durability Dc Factor	AASHTO T-210	≥40
Flat and elongated pieces a	ASTM D 4791	≤10%
Clay and friable particles	ASTM C 142	≤3%
Fractured faces, two faces	OHD L-18	≥60%
Dust Coating	OHD L-48	0-1%

A flat and elongated piece has a length greater than five times the average thickness.

Table 703:7**Cover Aggregate Gradations**

Percent Passing per Cover Aggregate size				
Sieve Size	No.1	No.2	No.3	No.3C
3/4 in [19mm]	100%	-----	-----	-----
5/8 in [16mm]	-----	-----	100%	100%
1/2 in [12.5mm]	25%-50%	100%	90%-100%	70%-100%
3/8 in [9.5mm]	0%-15%	90%-100%	40%-75%	20%-55%
No.4 [4.75mm]	0%-5%	0%-25%	0%-15%	0%-15%
No.8 [2.36mm]	-----	0%-5%	0%-5%	0%-5%
No.200 [75µm]	0%-2.0%	0%-2.0%	0%-2.0%	0%-2.0%
Dust Coating (OHD L-48)	0%-1.0%	0%-1.0%	0%-1.0%	0%-1.0%

- | | |
|-----|----------------|
| 9. | 3/4" #1 Cover |
| 10. | 3/8" #2 Cover |
| 11. | 5/8" #3 Cover |
| 12. | 5/8" #3C Cover |

Table 707:2
Micro Surfacing Aggregate Gradations and Composition requirements

PERCENT PASSING per Type			
SIEVE SIZE	TYPE I	TYPE II	TYPE III
3/8 in [9.5mm]	100%	99-100	98%-100%
No. 4 [4.75mm]	98%-100%	80%-94%	70%-90%
No. 8 [2.36mm]	71%-88%	45%-65%	45%-70%
No. 16 [1.18mm]	44%-63%	25%-45%	28%-50%
No. 30 [600µm]	27%-46%	15%-34%	19%-34%
No. 50 [300µm]	15%-33%	9%-25%	12%-25%
No. 100 [150µm]	8%-23%	7%-19%	7%-18%
No. 200 [75µm]	5%-15%	5%-15%	5%-15%

13. Type I Micro Surfacing Aggregate
 14. Type II Micro Surfacing Aggregate
 15. Type III Micro Surfacing Aggregate

SAMPLING AND TESTING

Table 707:5

Property	Test Method
Sampling	AASHTO T-2
Material passing 200 [75µm]	AASHTO T-11
Sieve analysis	AASHTO T-27
Los Angeles Abrasion	AASHTO T-96
Sand Equivalent	AASHTO T-176
Aggregate durability index	AASHTO T-210
Un-compacted void content of fine aggregate	AASHTO T-304, Method A
Aggregate degradation by micro-deval	AASHTO T-327
Flat and elongated particles in coarse aggregate	AASHTO T-4791
Mud, clay balls, sand clusters, sticks, and roots retained on No.4 [4.75µm] sieve	OHD L-9
Fractured Faces	OHD L-18
Insoluble residue	OHD L-25
Soft Particles	OHD L-38

#2 WASHED LIMESTONE SHOT, AGGREGATE SPECIFICATIONS: [Item 16]

Materials shall conform to the following gradation:

SIEVE SIZE	PERCENT PASSING
3/8"	100%
#4	85-100%
#8	5-20%
#16	0-10%
#30	0-5%
#50	0-3%
#100	0-2%

16. #2 Washed Limestone Shot Aggregate**SUBBASE AGGREGATE SPECIFICATIONS:** [Items 17 through 20] ODOT 703.01

Provide aggregate base course material consisting of a mixture of coarse and fine graded aggregate that is free of vegetation and other deleterious materials. Coarse aggregate shall consist of gravel, stone, disintegrated granite, or crushed concrete. Fine Aggregate shall be made of sand, stone dust, or other inert, finely divided material.

Table 703:1
Aggregate Base Gradation

Percent Passing per Type				
Sieve Size	Type A	Type B	Type C	Type D
3 in [75mm]	-----	100%	-----	-----
2 in [50mm]	-----	-----	100%	-----
1 1/2 in [37.5mm]	100%	40-100	90%-100%	100%
1 in [25.4mm]	-----	-----	80%-100%	95%-100%
3/4 in [19.0mm]	40%-100%	30%-75%	-----	-----
1/2 in [12.5mm]	-----	-----	60%-80%	25%-60%
3/8 in [9.5mm]	30%-75%	25%-60%	-----	-----
No.4 [4.75mm]	25%-60%	20%-50%	40%-60%	0%-10%
No.8 [2.36mm]	-----	-----	-----	0%-5%
No.10 [2.0mm]	20%-43%	15%-35%	25%-45%	-----
No.40 [425µm]	8%-26%	7%-22%	15%-30%	-----
No.200 [75µm] ^a	4%-12%	3%-10%	0%-5%	0%-2%

OTHER REQUIREMENTS:

Sieve Size	Type A	Type B	Type C	Type D
Plasticity index ^b	≤6	≤6	≤6	-----
Liquid limit ^b	≤25	≤25	≤25	-----

^a Ensure the material passing the No.200 [75µm] sieve comprises no greater than two-thirds of the quantity of material passing the No.4 [425µm] sieve.

^b The department will allow blending of separate aggregates to produce an aggregate mixture if no aggregate has a plasticity index higher than 8.

SAMPLING AND TESTING**Table 703:2**

Aggregate testing methods	
Test Item	Test Method
Los Angeles Abrasion, wear	AASHTO T-96
Sieve analysis	AASHTO T-27
Sampling	AASHTO T-2
Determining plastic limit & plasticity index	AASHTO T-90
Fractured Faces	OHD L-18
Method for preparation of samples	AASHTO T-87
Determining liquid limit	AASHTO T-89
Maximum density	AASHTO T-180, Method D
Aggregate durability index	AASHTO T-210
Material Passing No. 200 [75 µm] sieve	AASHTO T11
Soft particles	OHD L-38

17. SUBBASE AGGREGATE: Type A
18. SUBBASE AGGREGATE, Type B
19. SUBBASE AGGREGATE, Type C
20. SUBBASE AGGREGATE, Type D

TRAFFIC BOUND SURFACE COARSE SPECIFICATIONS: [Items 21 through 26]:703.05

Provide a traffic-bound surface coarse material to provide a bonded traffic surface consisting of a mixture of coarse and fine graded aggregate that is free of vegetation and other deleterious material.

Physical properties: ensure coarse aggregate retained on 3/8 sieve of the finished mixture for Type A, B, C, D, or E has a percent wear no greater than 50 when tested in accordance with the Los Angeles Abrasion test.

Table 703:8
Aggregate Gradation

Percent Passing per Type of Aggregate						
Sieve Size	Type A	Type B ^a	Type C	Type D	Type E ^b	Type F ^c
1 1/2 in [37.5mm]	-----	-----	-----	100%	100%	100%
1 in [25.4mm]	100%	100%	100%	90%-100%	-----	-----
3/4 in [19.0mm]	95%-100%	95%-100%	-----	-----	40%-100%	-----
1/2 in [12.5mm]	-----	-----	-----	25%-60%	-----	-----
No.4 [4.75mm]	5%-75%	0%-85%	40%-75%	0%-5%	25%-60%	35%-85%
No.10 [2.5mm]	-----	-----	-----	-----	20%-43%	-----
No.20 [850µm]	0%-30%	-----	-----	-----	-----	-----
No.40 [425µm]	20%-40%	-----	20%-40%	-----	8%-26%	-----
No.200	0%-10%	0%-20%	8%-25%	-----	4%-12%	0%-20%
Plasticity index	-----	-----	8%-18%	-----	<6%	-----
Liquid Limit	-----	-----	<35%	-----	<25%	-----

^a Type B material consist of disintegrated granite with natural binder.

^b Type E material meets the requirements for aggregate base type A in accordance with Section 703.01

^c Type F material only temporary, in light traffic situations. L.A. Abrasion test does not apply to this material.

21. Type A TBSC
22. Type B TBSC
23. Type C TBSC
24. Type D TBSC
25. Type E TBSC
26. Type F TBSC

CRUSHER RUN SPECIFICATIONS: [Items 27 through 31]

- | | | | |
|-----|--------|-------------|----------|
| 27. | 3/4" | Crusher Run | NON-SPEC |
| 28. | 1" | Crusher Run | NON-SPEC |
| 29. | 1 1/2" | Crusher Run | NON-SPEC |
| 30. | 2" | Crusher Run | NON-SPEC |
| 31. | 2 1/2" | Crusher Run | NON-SPEC |

COARSE CRUSHED STONE AGGREGATE SPECIFICATIONS:[Items 32 through 34]

32. 1 1/2" Coarse Crushed Stone Aggregate shall conform to the following gradation:

SIEVE SIZE	PERCENT PASSING
1 1/2"	100%
5/8"	0%-20%
1/2"	0%-5%

33. 3" Coarse Crushed Stone Aggregate shall conform to the following gradation:

SIEVE SIZE	PERCENT PASSING
3"	100%
2"	0%-25%
1.5"	0%-20%
1"	0%-5%

34. 3 1/2" Coarse Crushed Stone Aggregate shall conform to the following gradation:

SIEVE SIZE	PERCENT PASSING
3 1/2"	100%
2"	60%-90%
1"	10%-30%
3/8"	0%-10%

SELECT SOIL SPECIFICATIONS: [Item 35] ODOT 705.01

35. Select Soil ODOT 705.1

TOPSOIL SPECIFICATIONS: [Item 36]

36. Topsoil Totally debris free

CALICHE BASE SPECIFICATIONS: [Item 37] ODOT 703.09

Provide Caliche base coarse material consisting of a mixture of coarse and fine graded aggregates intimately mixed with a calcareous binder that is free of vegetation and other deleterious materials.

Provide Caliche base material with the material retained on a No.4 [4.75mm] sieve consisting of the following durable particles: crushed gravel, crushed stone, caliche type material, or a combination of these.

Physical Properties: Ensure at least 25% of the combined mixture on the No.4 [4.75mm] sieve contains mechanically crushed particles with at least one fractured face, tested in accordance with OHD L-18.

Ensure Caliche base material has a liquid limit no greater than 35%, tested in accordance with ASSHTO T-89.

Ensure the Caliche base material has a plasticity index no greater than 10%, tested in accordance with ASSHTO T-90.

Caliche Base material shall meet the gradation requirements of ODOT table 703:13.

37. Caliche Base Material ODOT 703.09

Table 703:13
Caliche Base gradation

SIEVE SIZE	PERCENT PASSING
2 in [50mm]	100%
No.4 [4.75mm]	0%-60%
No.40 [425µm]	0%-40%

ACORD FORM: The policy description shall state the following: “Additional insured(s) on the listed policies are those required in the contract.” [The City of Oklahoma City and its participating public trusts]

SOLICITATION NUMBER: The solicitation number **BID 25605** shall also be referenced in the policy description.

TECHNICAL QUESTIONS: Technical questions are to be addressed through the electronic bidding system and the Buyer will respond electronically and issue addenda, if necessary.

PRICING: Pricing must be submitted through the Line Item area of the electronic bidding system.

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LETTER OF AUTHORIZATION

THIS LETTER OF AUTHORIZATION MUST BE COMPLETED IF THE ATTACHED
LEGALLY BINDING DOCUMENT WAS NOT SIGNED BY THE STATUTORILY
AUTHORIZED OFFICER ON BEHALF OF THE CONTRACTING ENTITY.

City of Oklahoma City or related Public Trust:

This letter authorizes _____ to
(PRINTED NAME OF AUTHORIZED AGENT)

sign the attached legally binding document on behalf of _____
(CONTRACTING ENTITY)

_____.

Sincerely,

Signature of Authorizing Officer Printed Title Date

Printed Name of Authorizing Officer Email Address of Authorizing Officer

NOTE: If the Contracting Entity is a(n):	
Corporation	The authorizing officer <u>must</u> be: President, Vice-President, Chairperson, or Vice-Chairperson
LLC	The authorizing officer <u>must</u> be: Manager, Managing Member, President, or Vice-President
Partnership	The authorizing officer <u>must</u> be: General Partner
Joint Venture	The authorizing officer <u>must</u> be: An Authorized Officer of Each of the Ventures

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(Internal use only)

PeopleSoft Vendor ID: _____ Entered by: _____

Helpdesk Ticket #: _____ Date: _____

The Bidder's Name that is entered on the Bid/Pricing Agreement/Contract Form & Non-Discrimination Form should match the Business Name on the Vendor Registration Form

VENDOR REGISTRATION FORM

If you are a single member LLC classified as a Disregarded Entity on your W-9, you MUST provide the owner's SSN or EIN, not the LLC's EIN (see IRS pub 3402).

Select One:

- ☐ **NEW DOMESTIC VENDOR** - Attach the most current IRS W-9 form, along with this form; both MUST be filled out in their entirety.
- ☐ **NEW FOREIGN ENTITY** - Attach the most current, appropriate, IRS W-8 form, along with this form; both MUST be filled out in their entirety.
- ☐ **UPDATE EXISTING VENDOR** - Attach the most current IRS W-9/W-8 form, along with this form; both MUST be filled out in their entirety.

SDBE Program: Please select all applicable vendor characteristics:

- ☐ Disadvantaged Business Enterprise DUNS Number (if any)
- ☐ Small Business - as defined by the U.S. Small Business Administration
- ☐ Women-Owned Business - % Women-Owned / Controlled %
- ☐ Minority-Owned Business - % Minority-Owned / Controlled % Ethnicity(ies)

If you checked any of the above boxes, please provide a brief description of your business:

If you checked any of the above boxes, do you wish to receive notifications of upcoming contract opportunities?

Mailing Addresses:

PURCHASE ORDERS

BUSINESS NAME

ADDRESS 1

PAYMENT REMITTANCE

BUSINESS NAME

ADDRESS 1

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ADDRESS 2

CITY

STATE

ZIP CODE

CONTACT PERSON

EMAIL ADDRESS

TELEPHONE NUMBER

ADDRESS 2

CITY

STATE

ZIP CODE

CONTACT PERSON

EMAIL ADDRESS

TELEPHONE NUMBER

Do you wish to receive payments by electronic funds transfer?

Any vendor who accepts payment confirms the following: the invoice is true and correct; the work, service or materials as shown by the invoice or claim have been completed or supplied in accordance with the plans, specifications, orders or requests furnished the vendor; and the vendor has made no payment, directly or indirectly, to any elected official, officer or employee of this City, of money or any other thing of value to obtain payment See [62 O.S. § 310.9](#).

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer is now debarred or otherwise declared ineligible by a public agency for bidding or furnishing materials, supplies or services, to any other public agency thereof. NOTE: Article IV, Section 11 of the City Charter prohibits employees of the City from having a proprietary interest in City Contracts. See 11 O.S. §8-113.

TYPE NAME OF PERSON AUTHORIZED TO SIGN

TITLE

**BIDDER MUST ELECTRONICALLY COMPLETE AND SIGN THIS DOCUMENT PRIOR TO SUBMITTING
INTO THE ELECTRONIC BID SYSTEM**

**Please be aware that typing in your password acts as your electronic signature, which is just as legal
and binding as an original signature.**

(See Electronic Signatures in Global and National Commerce Act for more information.)

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Question and Answers for Bid #BID 25605 - Aggregate Riprap, Soil, Sand, and Rock

Overall Bid Questions

There are no questions associated with this bid.

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