

BID PROPOSAL

Date: 7/26/2024

The Honorable Mayor and City Council
City of Lawton
212 SW 9th Street
Lawton, Oklahoma 73501

RE: Proposal of Miller-Tippens Construction Company (hereinafter called "Bidder") a corporation/~~partnership/individual~~ (strike out inapplicable term) organized and existing under the laws of the State of Oklahoma.

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of

CONSTRUCTION OF A NEW AQUATIC CENTER
PROJECT NO. PR2309

having examined the Plans and Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding construction of the proposed project (including availability of material and labor), hereby proposes to furnish all labor, materials, and supplies to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Proposal will be made a part.

Bidder hereby agrees to commence work under this contract on a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project by 5/12/2025 thereafter as stipulated in the Specifications. Bidder further agrees to pay as liquidated damages the sum of **Two Thousand and 00/00 Dollars (\$2000.00) for each consecutive calendar day** thereafter that the Contract is not completed as provided in the General Conditions.

Bidder acknowledges receipt of the following Addenda:

Addendum 001 - Issued 6/14/24

Addendum 002 - Issued 6/21/24

Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Guernsey and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services necessary to complete the construction of the above-named Project, in accordance with the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

FOURTEEN MILLION, SIX HUNDRED THOUSAND ^{NO} ~~CENTS~~ - Dollars
(\$ 14,600,000⁰⁰).

The above amount may be modified by amounts indicated by the Bidder under the "Alternates" Article below.

ALTERNATES

The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular Alternates are accepted by Owner. Amounts listed for each Alternate include costs of related coordination, modification, or adjustment.

If the Alternate does not affect the Contract Sum, the Bidder to indicate "NO CHANGE."

If the Alternate does not affect the Work of this Contract, the Bidder to indicate "NOT APPLICABLE."

The Bidder is responsible for determining from the Contract Documents the effects of each Alternate on the Contract Time and the Contract Sum.

Owner reserves the right to accept or reject any Alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.

Acceptance or non-acceptance of any Alternates by Owner is to have no effect on the Contract Time unless the Alternate description below provides a formatted space for the adjustment of the Contract Time.

Alternate No. 1: Lazy River:

X ADD

FIVE MILLION, THREE HUNDRED THOUSAND ^{NO} ~~CENTS~~ Dollars (\$ 5,300,000⁰⁰).

Contract Time: Acceptance of this Alternate will add 120 calendar days to the Contract Time.

- A. "Unit Prices" include the furnishing of all labor, equipment, materials, overhead and profit together with all other items of cost including bonds, insurance, applicable taxes, supervision, and all fees or municipal charges required for the Work, complete in place. Unit prices are described in Section 012200 "Unit Prices" and their respective Specification Sections.

Site Civil Unit Pricing: Bidder agrees that the Contract Sum may be adjusted in accordance with the following rates based upon the actual quantities constructed of any one bid item:

Unit Price No. 1: Fencing, including fence, posts, top rail and other accessories for a complete fence:

EIGHT HUNDRED, FIFTY ^{NO}/_{CENTS} Dollars (\$ 850.⁰⁰) per 10 linear feet.

Unit Price No. 2: Gas line, including trenching for installation of gas line piping, piping, backfill and compaction:

SIXTY ^{NO}/_{CENTS} Dollars (\$ 60.⁰⁰) per 1'-0" linear feet.

Unit Price No. 3: Water line, including trenching for installation of water line piping, piping, backfill and compaction:

ONE HUNDRED, TEN ^{NO}/_{CENTS} Dollars (\$ 110.⁰⁰) per 1'-0" linear feet.

Unit Price No. 4: Electrical line from transformer to the building, including trenching for installation of electrical line, piping, backfill and compaction:

THREE HUNDRED ^{NO}/_{CENTS} Dollars (\$ 300.⁰⁰) per 1'-0" linear feet.

Unit Price No. 5: Sanitary sewer line, including trenching for installation of sanitary sewer line piping, piping, backfill and compaction:

ONE HUNDRED ^{NO}/_{CENTS} Dollars (\$ 100.⁰⁰) per 1'-0" linear feet.

Unit Price No. 6: Sidewalk, including subgrade preparation, compacted base, forming, 5 inches of concrete:

NINETY ^{NO}/_{CENTS} Dollars (\$ 90.⁰⁰) per square yard.

Unit Price No. 7: Concrete curb and gutter, including subgrade preparation, compacted base, forming, concrete curb and gutter:

THIRTY-FIVE ^{NO}/_{CENTS} Dollars (\$ 35.⁰⁰) per 1'-0" linear feet.

Unit Price No. 8: Asphalt paving, including subgrade preparation, compacted base, asphalt base course and asphalt surface course:

SEVENTY-FIVE ^{NO}/_{CENTS} Dollars (\$ 75.⁰⁰) per square yard.

Unit Price No. 9: Grading/Earthwork:

FIFTY-FIVE ^{NO}/_{CENTS} Dollars (\$ 55.⁰⁰) per square yard.

Unit Price No. 10: Striping:

THREE ^{NO}/_{CENTS} Dollars (\$ 3.⁰⁰) per 1'-0" linear feet.

Unit Price No. 11: Storm Sewer Line, including trenching for installation of sanitary sewer line piping, piping, backfill and compaction:

ONE HUNDRED, SEVENTY-FIVE ^{NO}/_{CENTS} Dollars (\$ 175.⁰⁰) per 1'-0" linear feet.

Unit Price No. 12: Storm Manholes:

TEN THOUSAND ^{NO}/_{CENTS} Dollars (\$ 10,000.⁰⁰) each.

Unit Price No. 13: Sanitary Manholes:

TEN THOUSAND ^{NO}/_{CENTS} Dollars (\$ 10,000.⁰⁰) each.

Unit Price No. 14: Concrete Paving, including subgrade preparation, compacted base, asphalt base course and asphalt surface course:

NINETY-FIVE ^{NO}/_{CENTS} Dollars (\$ 95.⁰⁰) per square yard.

Unit Price No. 15: Remove existing concrete pavement, complete

FIFTEEN ^{NO}/_{CENTS} Dollars (\$ 15.⁰⁰) per square yard.

Amounts are to be shown in both words and figures. In case of any discrepancy, the amount shown in words will govern.

The above unit prices shall include all costs for labor, materials, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any

informality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this bid, Bidder will execute the formal Contract attached within ten (10) days and deliver all bonds as required by the General Conditions.

The bid security attached in the sum of 5% of Total Amount Bid DOLLARS (\$ _____) is to become the property of the Owner in the event the Contract and Bonds are not executed within the time set forth above, as liquidated damages for the delay and additional expense to the Owner caused thereby.

RESPECTFULLY SUBMITTED,

By: Sam Tippens
Title: Managing Member
Address: 45 NE 52nd Street
Oklahoma City, OK 73105

(AFFIX SEAL-if bid is by a corporation)



CONTRACTOR'S CHECKLIST OF REQUIRED ITEMS

	Completed*
1. Bid Proposal	<u>X</u>
2. Bid Bond	<u>X</u>
3. Anti-Collusion Affidavit	<u>X</u>
4. Business Relationships Affidavit	<u>X</u>
5. Experience and Capability Questionnaire	<u>X</u>

*Check when filled out, signed, and included with submission of bid packet.

ANTICOLLUSION AFFIDAVIT

The following affidavit is submitted by Bidder as a part of this bid and proposal:

STATE OF Oklahoma }
Comanche COUNTY }

The undersigned deponent, of lawful age, being duly sworn, upon his oath, deposes and says that:

- he has lawful authority to execute the within and foregoing proposal;
- he has executed the same by subscribing his name hereto under oath for and on behalf of said bidder;
- bidder has not, directly or indirectly, entered into an agreement; expressed or implied, with any bidder(s) having as its object controlling of the price or amount of such bid(s), the limiting of the bids or the bidders, the parceling or farming out to any bidder(s) or other persons of any part of the contract or any part of the subject matter of the bid(s) or of the profits thereof; and
- he has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with him in said bid(s) until after the said sealed bid(s) are opened.

Deponent further states that:

- the bidder has not been a party to any collusion among bidders or prospective bidders in any restraint of freedom of competition by agreement to bid at a fixed price, or to refrain from bidding;
- the bidder has not been a party to any collusion with any City official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract;
- the bidder has not been in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;
- the bidder has not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the CITY OF LAWTON any money or other thing of value, either directly or indirectly, in the procuring of the award of contract pursuant to this bid.

EXPERIENCE AND CAPABILITY QUESTIONNAIRE

June 25, 2024

The Honorable Mayor and City Council
City of Lawton
212 SW 9th Street
Lawton, Oklahoma 73501

Gentlemen:

Re: Elmer Thomas Park Aquatic Center
PROJECT PR2309

The following information is submitted in answer to the questions listed below:

1. How many years experience as a general contractor have you had in construction similar to the project upon which the attached proposal is submitted?
24 years

2. If you have constructed similar projects, list at least three contracts, giving name and location of each project, amount and date of contract, and the owner or agency for whom the work was performed (list only prime contracts).
Pelican Bay, Edmond OK, \$3.7mm 08/03/01, City of Edmond
Town Center, Mustang OK, \$2mm 08/16/00, City of Mustang
Route 66 Park, Edmond OK, \$5.2mm 10/01/13, City of Edmond

3. What is the largest project you have ever undertaken as the Prime Contractor? Give location, amount, and date of contract, type of construction, etc.
Altus Public Schools, \$60mm, 04/08/24, New Elementary Construction
CMAR Delivery Method

4. Have you ever failed to complete a contract or been involved in litigation regarding the acceptance of final settlement for work performed? If the answer is "Yes", explain fully.
No

5. If you are the successful bidder on this project, do you propose to sublet or assign the project or any part thereof to some other contractor?
Yes, services beyond the scope of our self-perform capabilities.

6. Is your organization an established business, with construction equipment and personnel ready to start work on this project if you are the successful bidder?
Yes, since 2006



All Projects as of 06.24.24											
Job#	PROJECT	OWNER	ARCHITECT	SERVICE		CONTRACT AMOUNT	Start Date	COMPLETION	CONTACT	Phone	Type
1144	8A Highland Park Elementary	Broken Arrow Public Schools	GH2 Architects, LLC	Construction Manager	IN PROGRESS	\$4,086,300.00	1/1/2025	8/1/2025	Michael Leitch	918-259-7417	Education
1143	8A Rosewood Elementary	Broken Arrow Public Schools	GH2 Architects, LLC	Construction Manager	IN PROGRESS	\$4,941,635.00	1/1/2025	8/1/2025	Michael Leitch	918-259-7417	Education
1142	8A Schools Transportation Hub	Broken Arrow Public Schools	GS Helms & Associates	Construction Manager	IN PROGRESS	\$4,360,000.00	10/5/2024	8/1/2025	Michael Leitch	918-259-7417	Education
1134	Atlas Main Campus Additions	Holberton	GH2 Architects, LLC	Construction Manager	IN PROGRESS	\$400,000.00	4/1/2024	6/30/2024	Libby Ediger	918-3925530	Educational
1133	Oklahoma's Credit Union	Oklahoma's Credit Union	Miller Architects	Construction Manager	IN PROGRESS	\$1,432,278.00	4/1/2024	10/25/2024	Luann Schmaedel	405-606-1056	Institutional
1132	Owasso Public Works	City of Owasso	Beck Design Group	Construction Manager	IN PROGRESS	\$28,000.00	6/7/2024	10/17/2025	Roger Stevens	918-272-4959	Municipal
1131	Invenergy Lutzabelle O&M	Invenergy Renewables	GH2 Architects, LLC	Design-Build	IN PROGRESS	\$3,720,560.00	6/1/2025	5/31/2026	Ryan Barlecki	630-267-6421	Energy
1130	Invenergy Wagon Wheel O&M	Invenergy Renewables	GH2 Architects, LLC	Design-Build	IN PROGRESS	\$4,200,000.00	8/24/2024	8/23/2025	Tyler Wallace	918-587-6158	Energy
1128	Norman Economic Development	Norman Economic Development	McKinney Partnerships	Construction Manager	IN PROGRESS	\$5,000,000.00	6/3/2024	3/7/2025	Daniel Johnson	405-373-3800	Commercial
1125	Crossover Wind - Wynne AR	Mortenson	Cordello Power	Construction Manager	IN PROGRESS	\$2,282,162.00	6/7/2024	7/1/2025	Roni Saik	763-287-5328	Energy
1123	Aslec Middle High School	Aslec Fund, Inc.	Frankfurt-Short Bruza Assoc PC	Construction Manager	IN PROGRESS	\$38,678,346.00	5/1/2024	2/24/2026	Lary Wallace	larry@aslecmo.com	Education
1122	Metro Shoe Warehouse Painting/Four Back/Sheetrock/RTU	PM Sheet, L.L.C.	NA	Construction Manager	IN PROGRESS	\$152,894.00	1/1/2024	4/30/2024	Jason Parks	405-620-7311	Retail
1111	Invenergy Pikes Solar - O&M Bid - Sorvas	Invenergy Renewables	GH2 Architects, LLC	Construction Manager	IN PROGRESS	\$1,500,000.00	4/1/2024	12/6/2024	Sanlago Bermudez	773-806-2146	Clean Energy
1110	Wivers Elementary Atlas Public Schools	Atlas Public Schools	CWA Group	Construction Manager	IN PROGRESS	\$40,000,000.00	7/1/2024	1/9/2026	Roe Warbes	580-481-2100	Education
1109	Hubert Public Schools	Hubert Public Schools	Renaissance Architecture	Construction Manager	IN PROGRESS	\$3,100,000.00	4/1/2024	1/3/2025	Mark Harmon	580-726-5691	Education
1107	Seminole Entertainment Center	City of Seminole	Larson Design Group	Construction Manager	IN PROGRESS	\$6,800,000.00	8/5/2024	7/18/2025	Sharon Emmitt	405-382-4300	Municipal
1102	Oklmgee County Health Dept	Oklmgee County	Ambler Architects	Construction Manager	IN PROGRESS	\$950,000.00	1/22/2024	8/16/2024	Tina Johnson	918-775-6201	Medical
1100	Cleveland County Health Dept	Cleveland County Health Dept	Rees Architecture	Construction Manager	IN PROGRESS	\$7,000,000.00	TBD	TBD	Melody Boys	405-326-6083	Medical
1098	THA Storm Damage	THA Facilities, LLC	Beck Design Group	Construction Manager	IN PROGRESS	\$9,000,000.00	7/31/2023	6/30/2024	Kyle Rudolph	918-808-1351	Education
1090	BPS Administration Building	Bixby Public Schools	GH2 Architects, LLC	Construction Manager	IN PROGRESS	\$7,900,000.00	11/6/2023	10/3/2024	Rob Miller	918-639-7925	Education
1083	Sanctuary Women's Development	Catholic Charities	Mass Architects	Construction Manager	IN PROGRESS	\$4,000,000.00	TBD	7/2/2024	Steve Cooper	405-229-1930	Non Profit
1082	One Gas Broken Arrow	One Gas Inc	Rudiment	Construction Manager	IN PROGRESS	\$17,000,000.00	4/18/2023	7/4/2025	Shelly Galloway	shelly.galloway@onegas.com	Energy
1080	APEX Big Elm Solar	Apex Clean Energy	Ambler Architects	Construction Manager	IN PROGRESS	\$926,560.00	3/15/2024	7/18/2024	Chris Weartherford	434-270-4715	Clean Energy
1078	Sand Springs Power Plant	Morrow Owner, LLC	Mass Architects	Construction Manager	IN PROGRESS	\$7,000,000.00	TBD	TBD	Matt Newman	918-878-2858	Restaurant
1074	36DN Cheyenne Megaspacer	Cheyenne Landford, LLC	Mass Architects	Construction Manager	IN PROGRESS	\$23,000,000.00	5/5/2023	4/30/2025	36 Degrees North	918-230-7808	Historical Renovation
1070	Extract Test Well	Extract Development Center	Rudiment	Construction Manager	IN PROGRESS	\$750,000.00	TBD	TBD	Russell Linck	918-805-9041	Manufacturing
1069	Invenergy Diversion Wind NW Texas	Invenergy Renewables	GH2 Architects, LLC	Construction Manager	IN PROGRESS	\$2,500,000.00	1/15/2024	12/13/2024	Sanlago Bermudez	773-806-2146	Clean Energy
1068	City of Bixby Public Works Building	City of Bixby	Beck Design Group	Construction Manager	IN PROGRESS	\$9,000,000.00	6/3/2024	10/3/2025	Jared Coffie	jarcoffie@bixbyOK.gov	Municipal
1067	City of Bixby Municipal Building	City of Bixby	Beck Design Group	Construction Manager	IN PROGRESS	\$5,500,000.00	10/2/2023	11/21/2024	Jared Coffie	jarcoffie@bixbyOK.gov	Municipal
1066	Tulsa Bone & Joint Broken Arrow	Tulsa Bone & Joint - Go North, LLC	Rudiment	Construction Manager	IN PROGRESS	\$3,900,000.00	10/15/2023	10/10/2024	Rob Miller	918-392-1522	Medical
1064	P&K Equipment	Pollard J.D Red Estate, LLC	Corbin Metz Haney Architects	Construction Manager	IN PROGRESS	\$6,365,703.19	5/1/2023	9/10/2024	Shane Clifton	405-375-3111	Commercial
1062	Broken Bow Clinic Remodel & Expansion	Choctaw Nation of Oklahoma	Kline Hardin	Construction Manager	IN PROGRESS	\$12,100,000.00	11/15/2023	2/11/2025	Derek Siegrist	580-924-6280	Medical
1059	APEX Prosperity WindII	Apex Clean Energy	Ambler Architects	General Contractor	IN PROGRESS	\$2,167,683.00	5/1/2024	9/17/2024	Adam Carlson	217-979-1607	Clean Energy
1048	Act House TI	625 Holdings	NA	Construction Manager	IN PROGRESS	Budget still	6/1/2024	12/31/2024	John Gaberino	918-230-7808	Commercial
1039	ASTE C Elementary School Addition	Aslec Fund, Inc.	Frankfurt-Short Bruza Assoc PC	Construction Manager	IN PROGRESS	\$4,522,763.00	5/1/2023	8/30/2024	Dr Fredo Deskin	405-947-4272	Education
1019	Choctaw PS	Choctaw PS	CWA Architects	Construction Manager	IN PROGRESS	\$25,000,000.00	TBD	TBD	Clarence Williams	405-329-0423	Education
915	Trinity Presbyterian Church	Trinity Presbyterian Church Owasso	Rudiment	Construction Manager	IN PROGRESS	\$9,036,980.00	4/18/2022	8/1/2024	Rev Blake Altman	blake@trinityowasso.com	Religious

Asset ID	Category	Description
02024	Billable Equipment	325G Compact Track Loader
3000	Billable Equipment	Kawasaki Mule SX 4x4 FI #4599
3002	Billable Equipment	2013 Skyjack Scissor Lift #8074 TAG#N/A
3004	Billable Equipment	2013 Skyjack Scissor Lift #9280 TAG#N/A
3005	Shop Equipment	Toyota Forklift
3006	Billable Equipment	2013 Magnum Light Tower #6966 TAG#N/A
3007	Billable Equipment	16 CuFt Power Buggy WBH-16F
3008	Billable Equipment	2018 Caterpillar #4296 TAG#2012
3009	Billable Equipment	JLG Scissor Lift #9141 #3268
3011	Billable Equipment	JLG Scissor Lift #3054 #3270
3015	Billable Equipment	2022 John Deere 317G #7896 TAG#N/A
3020	Billable Equipment	2013 Skyjack Scissor Lift #3350 TAG#N/A
3021	Billable Equipment	2016 - JD 320E Skidsteer #7687 TAG#2007
3025	Billable Equipment	Whiteman Ride on Power Trowel
3026	Billable Equipment	Whiteman rider Pwr Trwl PC0209334
3031	Billable Equipment	2008 Genie Z45 4x4 Boom #6390 TAG#2008
3035	Billable Equipment	2019 John Deere 325G #5871 TAG#2015
3036	Billable Equipment	2016 JD 317G Track loader #7283 TAG#2005
3037	Billable Equipment	2021 John Deere 317 #6538 TAG#N/A
3051	Billable Equipment	2023 Hitachi Excavator #0228 TAG#2023
3055	Billable Equipment	2016 CASE CX55B Mini Excavator#5729 TAG#2014
3056	Billable Equipment	2021 John Deere 333G #3823 TAG#2020
3060	Billable Equipment	2019 John Deere 317G #0045 TAG#2002
3062	Billable Equipment	Kawasaki Mule SX 4x4 FI #4599
3196	Billable Equipment	2018 John Deere 317G #2504 TAG#2013
Mower - Tulsa	Shop Equipment	Push Mower - Tulsa
T0402	Billable Equipment	20' Trailer
T0408	Billable Equipment	Car Trailer
T0416	Billable Equipment	Misc. Equipment
T0417	Billable Equipment	JD 332 Skid Steer
T0418	Billable Equipment	Shop Tools
T0420	Billable Equipment	Equipment
T0421	Billable Equipment	03' 753 Bobcat - Chino
T0426	Billable Equipment	Epson Powerlite Projector
T0427	Billable Equipment	Black Trailer
T0434	Billable Equipment	SS Lift #1404e
T0435	Billable Equipment	Custom Trailer #64210
T0455	Billable Equipment	2019 Continental Race Trailer #4195 Tag#N/A
T0475	Billable Equipment	2016 Case TR310 #3094 TAG#N/A
T5010	Billable Equipment	2014 80x16 Bobcat Trailer #1010 Tag#1007