

### KINGFISHER COUNTY COMMISSIONERS

Jeff Moss, District 1 Ray Alan Shimanek, District 2 Heath Dobrovolny, District 3

February 11, 2019

Phone: (405) 375-3808 Fax: (405) 375-2366 Kingfisher County Courthouse 101 S. Main, Room #9 Kingfisher, OK 73750

Bid #11-18-19

NOTICE TO BIDDERS

Notice is hereby given that the Board of County Commissioners of Kingfisher County will receive sealed bids on labor and materials necessary for bridge project, bridge #126. Bids will be accepted at the Kingfisher County Courthouse in the Office of the County Clerk until 4:00pm on the 8<sup>st</sup>, day of March, 2019 to be opened at their regular meeting of March 11<sup>th</sup>, 2019.

Statement of Work and Specifications of the project to be bid are included in the bid packet and also available from the purchasing agent located in the Kingfisher County Clerk's office and the County Engineer's office.

The successful bidder is required to produce a performance bond upon request and to show certificates of Insurance, its limits, and Workers Compensation Insurance. This will be detailed in the Statement of Work and general requirements.

The Board of County Commissioners reserves the right to reject any or all bids. All bidders must complete a statement of non-collusion and a Cashier's Check, a certified check, or a surety bid bond in the amount of five percent (5%) of the gross amount of base bid as a guaranty, shall accompany the sealed proposal of each bidder. Deposits will be returned to the unsuccessful bidders and successful bidders, upon approval of the contract and submission of a 100% Performance Bond, a 100% Statutory Bond, and a 100% Maintenance Bond. Please contact Kingfisher County Clerk's office for bid results at 405-375-3887.

Board of County Commissioners Kingfisher County Courthouse Kingfisher, Oklahoma

CHAIRMAN:

Teff Moss

ATTEST:

MEMBER:

Ray Shimanek

MEMBER:

Heath Dobrovonly

COUNTY CLERK



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CHAIRMAN:

MEMBER:

Ray Shimanek

MEMBER: \_\_\_\_\_\_Heath Dobrovonly

ATTEST:

COUNTY CLERK

#### AFFIDAVIT FOR FILING WITH COMPETIVE BID

State of Oklahoma ) SS	
County of Kingfisher )	
the agent authorized by the bidder to submit the not been a party to any collusion among bidde bid at a fixed price or to refrain from bidding quality or price in the prospective contract, or	wful age, being first duly sworn, on oath says, that (s)he is ne attached bid. Affiant further states that the bidder has rs in restraint of freedom of competition by agreement to; or with any county official or employee as to quantity r any other terms of said prospective contract; or in any ficial concerning exchange of money or other thing of value act.
	Bidder:
	Signature
Subscribed and sworn to before me the	day of
	Notary Public (or Clerk or Judge)
My commission expires:	
Note: Each competitive bid submitted to a county, sch above Affidavit as required by 61 Okl.St. Ann. 13	ool district or municipality must be accompanied with the

#### CONTRACT DOCUMENTS AND PLANS AND SPECIFICATIONS

for

Kingfisher County

Bridge Materials for Bridge Project

Bridge 126

37E0870N2850009

Prepared for

Kingfisher County

February 2019

#### **TABLE OF CONTENTS**

Invitation to Bid

Proposal

Non-Collusion Affidavit

Business Relationships Affidavit

Contract

Maintenance Bond

Performance Bond

Statutory Bond

Notice to Proceed

Invoice Affidavit

\* Division I - General Provisions

\* Technical Specifications

<sup>\*</sup> See ODOT 2009 Standard Specifications for Highway Construction

## Kingfisher County, Oklahoma COUNTY PURCHASING OFFICE Kingfisher County Courthouse Kingfisher, OK 73036

#### **INVITATION TO BID**

			ONS ON REVERSE		DATE	ISSUED
	FING TO SUBN		HIS BID.		Page	1 of <u>2</u>
BID NUMBE		ions and signa	BID CLOSING DATE AND HOUR March 8th, 2019 at 4.30 pm	1		VERY DATE
TERMS: Bidding docu opened at 9:	uments shall be 00 a.m. on Ma	e obtained from rch 11 <sup>th,</sup> 2019.	the Kingfisher County Courthouse. Bids will be	DATE OF D	DELIVE	RY:
Item	Quantity	Unit of Issue	Description	Unit Pri	ce	Total
			Construction of Bridge Bridge 126 37E0870N2850009  Pre-Bid Meeting Non-Mandatory Date: February 26th, 2019 Time: 3:00 p.m. Location: Kingfisher County Courthouse			

#### **TERMS AND CONDITIONS**

- 1. Sealed bids will be opened in the County Commissioner's Office, Kingfisher County Courthouse, 101 S. Main St., Kingfisher, OK 73750 at the time and date shown on the invitation to bid form.
- 2. Late bids will not be considered. Bids must be received in sealed envelopes (one to an envelope) with bid number and closing date written on the outside of each envelope.
- 3. Unit prices will be guaranteed correct by the bidder.
- 4. Firm prices will be F.O.B. destination.
- 5. Purchases by Kingfisher County, Oklahoma are not subject to state or federal taxes.
- 6. This bid is submitted as a legal offer and any bid when accepted by the County constitutes a firm contract.
- 7. Oklahoma laws require each bidder submitting a bid to a county for goods or services to furnish a notarized sworn statement of non-collusion. A form is supplied below.

8.	Bids will be firm until	
		(Date)

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

Subscribed and sworn before this day			
of	(SEAL)		
	Firm:		
My commission expires:	Signed by:(Manual Signate	Title: ure of Undersigned)	
NOTARY PUBLIC (CLERK OR JUDGE)	Address:	Phone:	
	City:	State:	
		Zip:	

#### **PROPOSAL**

TO:

Kingfisher County Commissioners Kingfisher County, Oklahoma

#### Gentlemen:

Pursuant to the notice inviting proposals, the undersigned bidder herewith submits his proposal.

He declares he has carefully examined the Plans, Specifications and forms of Contract and bonds as set forth in the proceedings for:

### Kingfisher County Bridge Materials for Bridge Project Bridge 126 37E0870N2850009

and that he has reached a full understanding of everything required on said Plans and Specifications, and that he has informed himself as to the kind and quantities of various materials to be furnished and/or the nature and location of the work to be done, and all other matters affecting the work.

The undersigned bidder proposes and agrees that if his proposal is accepted, to enter into contract with the County, on forms prescribed, with approved sureties, within seven (7) days, after notice of award to execute the Contract, and to furnish to the County a satisfactory Performance and Statutory Bond in the sum of 100% of the contract price, guaranteeing the faithful performance of the work and payment of bills.

To do any extra work not covered by the following schedule of prices or stipulated lump sum price which may be ordered by the Engineer and to accept as full compensation therefor such prices as may be agreed upon in writing by the Engineer and the Contractor in accordance with Section 108.04 of the General Provisions.

It is further agreed that the Contractor shall begin the work on the date indicated in the Notice to Proceed and to prosecute said work in such a manner as to complete all work contracted for within <u>120</u> calendar days following the Notice to Proceed. The Notice to Proceed shall become effective within 30 calendar days of the bid opening.

The Contractor shall take out and maintain public liability insurance in accordance with Section 106.25 of the General Provisions of the Specifications. A copy of said Specifications is now on file in the Office of the County Clerk.

Upon completion of the Contract, the Contractor shall furnish to the County a satisfactory Maintenance Bond in the amount of 100% of the final contract price, guaranteeing the maintenance of the work for a period of **ONE** (1) year after acceptance by the County.

Accompanying this proposal is a proposal guaranty for 5% of the total bid, payable to Kingfisher County, which is to be forfeited, as liquidated damages, if, in the event that this proposal is accepted, the undersigned shall fail to execute the contract and furnish satisfactory contract bond under the conditions and within the time specified in this proposal. Otherwise said proposal guaranty is to be returned to the undersigned.

# PROPOSAL Kingfisher County Bridge Materials for Bridge Project Bridge 126 37E0870N2850009 (Labor, Beams and Concrete Not Included)

BRIDGE 126 SCHEDULE OF MATERIALS				
Qty	Unit	ITEM	Bid Price for Material Over Planned Quantity	
60	L.F.	HP 10 X 42 BENT CAPS	L.F.	
360	L.F.	HP 10 X 42 WING PILES	L.F.	
480	L.F.	HP 10 X 42 SEAT PILES	L.F.	
60	L.F.	HP 14 X 73 PIER BENT CAP	L.F.	
480	L.F.	HP 12 X 53 PIER SEAT PILES	L.F.	
2,020	S.F.	10 GAUGE SHEET PILES	S.F.	
3,960	S.F.	36" WIDE 22 GAUGE STEEL DECK FORMS	S.F.	
320	L.F.	W6 X 20 BRIDGE TRAFFIC RAIL POSTS	L.F.	
20	L.F.	1/2" X 9" PLATE	L.F.	
40	L.F.	1/2" X 7" PLATE	L.F.	
20,600	L.F.	#4 REINFORCING STEEL	L.F.	
10,360	L.F.	#5 REINFORCING STEEL	L.F.	
208	EA.	1" X 5'-0" SLAB BOLSER	EA.	
204	EA.	2" X 5'-0" SLAB BOLSTER	EA.	
324	EA.	5/8" <sup>¢</sup> X 6" WELDED STUD	EA.	
60	L.F.	C10 X 20 END HEADER	L.F.	
260	L.F.	3/8" X 8" PLATE	L.F.	
280	L.F.	C8 X 11.5 HORIZONTAL BRACING	L.F.	
60	L.F.	C10 X 20 WING CAP	L.F.	
120	L.F.	C10 X 20 PIER HORIZONTAL BRACING	L.F.	
120	L.F.	L5 X 3 X 1/4 PIER DIAGONAL BRACING	L.F.	
120	L.F.	L4 X 3 X 1/4 SHEET PILE CAP	L.F.	
920	L.F.	L3 X 3 X 1/4 BRACING	L.F.	
880	L.F.	L3 X 3 X 1/4 SIP DECK FORM SUPPORT	L.F.	

300	L.F.	C4 X 7.2 SHEAR CONNECTOR	L.F.
160	L.F.	1" X 12" PLATE	L.F.
20	L.F.	5/16" X 12" PLATE	L.F.
262.5	L.F.	W BEAM GUARDRAIL	L.F.
4	EA.	W BEAM FLARED END SECTION	EA.
		Total	

#### PROPOSAL

A Bidder's Bond, Certified or Cashier's Check is required.	enclosed in the amount of \$, as				
STATE OF) SS:					
COUNTY OF	e				
; of	lawful age, being first duly sworn, upon his oath, deposes				
and says, that he executed the accompanying be construction of the above improvement in KING authority so to do and that the bidder has not be freedom of competition by agreement to bid at a County official or employee as to quantity, quality of said prospective contract; or in any discussion concerning exchange of money or other thing of said bidder has neither directly nor indirectly entitle bidder or bidders, having for its object the control limiting of the bids or bidders, the parceling or far any part of the contract or any part of the profits	oid on behalf of the bidder named therein for the FISHER COUNTY, OKLAHOMA, that he had lawful then a party to any collusion among bidders in restraint of a fixed price or to refrain from bidding; or with any State or the try, or price in the prospective contract, or any other terms are between bidders and any State or County officials of value for special consideration in the letting of a contract; thereof into any agreement, express or implied, with any colling of the price or amount of such bid or bids, the arming out to any bidder or bidders, or other persons of thereof and that he has not and will not divulge the terson whatsoever, except those having a partnership or				
If partnership, give name and address of each partner					
	Ву:				
	Address:				
	Incorporated under the laws of the State of:				
Subscribed and sworn to before me this	day of, 20				
(SEAL)	Notary Public				
My Commission Expires:					

#### NON-COLLUSION AFFIDAVIT

To Accompany Contractor's Bid

STAT	E OF	)	
COUN	NTY OF	) ss: )	
heina	first duly sworn upon his/her oath, states:	contractor's Authorized Agent), o	of lawful age,
being	inst dury sworn upon his/her oath, states.		
1.	I am the duly authorized agent of Company Name), the bidder submitting to purpose of certifying the facts pertaining among bidders or between bidders and manner pertaining to the giving or offering of this for special consideration in the award of a this document;	to the existence or nonexistence unicipal officials or employees, a ngs of value to government person	e of collusion s well as facts onnel in return
2.	I am fully aware of the facts and circumhave been personally and directly involve of such bid;		
3.	Neither the bidder nor anyone subject to the to: Any collusion among bidders to restrate bid at a fixed price or to refrain from biddemployee as to quantity, quality, or price of other terms of such bid or contemplated and any county official or employee concevalue for special consideration in the awar	in the freedom of competition by ding; Any collusion with any cou in the bid or contemplated contract contract; nor any discussions be erning the exchange of money or	agreement to anty official or et, or as to any tween bidders
Furthe	er, Affiant saith not.		
	st.	Signature of Authorized Agent	
		Title (printed)	
Subsci	ribed and sworn to before me this	day of	_, 20
(SEAI My co	E) mmission expires:		
****		Notary Public	

CD - 9 of 21

#### BUSINESS RELATIONSHIP AFFIDAVIT

To Accompany Contractor's Bid

STATE OF					
COUNTY OF) ss:					
(Contractor's Authorized Agent), of lawful agent being first duly sworn upon his/her oath, states:					
1. I am the duly authorized agent of(Bidder' Company Name), the bidder submitting the attached competitive bid (the "bid").					
2. My position in the above named company is					
3. Affiant further states the nature of any partnership, joint venture, or other busines relationship presently in effect, or which existed within one (1) year prior to the date of this Affidavit, with the architect, engineer, or other party to the project is as follows:					
(if none, so state)					
4. Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this Affidavit between any official or director of the architectural or engineering firm or any other party to the project is as follows:					
(if none, so state)					
5. Affiant further states that the names of all persons who have any such busines relationship and the positions they hold with their respective companies or firms are as follows:					

CD - 10 of 21

ti)	f none, so state)	
Further, Affiant saith not.		
8	Signature of Authorized Agent	
	Title (printed)	
Subscribed and sworn to before me this	day of, 2	.0_
(SEAL) My commission expires:		
# G		
	Notary Public	

#### CONSTRUCTION CONTRACT

This	Contract is ma	ade and enter	red into this	day of		, 20,	by and
between	Kingfisher	County,	Oklahoma	hereinafter	called	"County	and
			, a(n)	)			,
hereinafter ca	illed "Contract	or."			12		

#### WITNESSETH

WHEREAS, in accordance with the state law and the Public Competitive Bidding act of 1974, 61 Okla. Stat. §§ 101 et seq. (hereinafter collectively referred to as "state law"), the County has caused to be prepared certain plans, specifications, and other bidding documents (the "Bidding Documents") for the work hereinafter described; and,

WHEREAS, in accordance with state law, the County has approved and adopted all of said Bidding Documents and has caused an Invitation to Bid to be given and advertised and has received sealed bids for the furnishing of all labor and materials for:

### Kingfisher County Bridge Materials for Bridge Project Bridge 126 37E0870N2850009

as outlined and set out in the Bidding Documents and in accordance with the terms and provisions of this Contract; and,

WHEREAS, Contractor, in response to said Invitation to Bid, has submitted to the County, in the manner and at the time specified, a sealed bid in accordance with the terms of the Bidding Documents; and,

WHEREAS, the County, in the manner provided by state law, has publicly opened, examined and canvassed the bids submitted and has determined and declared the above-named Contractor to be the lowest responsible bidder on the above described project; and,

WHEREAS, the County has duly awarded this Contract to said Contractor, for the sum named in the bid, to-wit:

#### Dollars and Cents spelled out here (\$ . . ).

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions herein stated and in consideration of the mutual benefits, which will accrue to the parties, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. <u>Incorporation of Bidding Documents</u>. This Contract hereby incorporates, as if fully set out herein, the Plans, Specifications, General Provisions, Special Provisions, Contractor's Proposal and any and all Addendums issued. All of these documents have been provided to and/or by the Contractor and are on file in the Office of the County Clerk. Hereinafter, these documents shall be collectively referred to as "Bidding Documents."

CD - 12 of 21

- 2. <u>Engagement of Contractor.</u> The County hereby engages Contractor to perform certain construction services for the benefit of the County. Contractor accepts such engagement pursuant to the terms and conditions set forth herein.
- 3. <u>Scope of Engagement.</u> Contractor shall, in a good and first-class, workmanlike manner, at its own cost and expense, furnish all labor, materials, tools and equipment required to perform and complete said work in strict accordance with the Bidding Documents, with the following additions and/or exceptions: (if none, so state.)

(NONE)

- 4. <u>Payments to Contractor.</u> The County shall make payments to the Contractor in the following manner:
  - a. On or about the first (1st) day of each month, the Engineer, or other appropriate person, will make accurate estimates of the value, based on contract prices, of the work done and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The Contractor shall furnish to the Engineer such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates. Ninety-five percent (95%) of such estimated sum shall be paid to the Contractor within five (5) days after the first regularly scheduled meeting of the County of the following month.
  - b. On completion of the work, but prior to the acceptance thereof by the County, it shall be the duty of the Engineer for the County, or other appropriate person, to determine that said work has been completely and fully performed in accordance with this Contract and all incorporated documents; and upon making such determination, said official shall make his final certification to the County.
    - c. The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds, for payment of the final estimate to the Contractor; thereupon, the final estimate (including retainage, but less any liquidated damages), will be approved and paid, within five (5) days after the first regularly scheduled meeting of the County of the following month.
- 5. <u>Bargaining</u>. The County and the Contractor have had the opportunity to seek independent legal counsel before entering into this Contract. The language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against either party.
- 6. <u>Third Party Beneficiaries.</u> Nothing in this Contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Contract, except as provided expressly herein.
- 7. <u>Notices.</u> Whenever a notice is required to be given in writing and under the terms of this Contract, or any extension hereunder, such notice shall either be hand-delivered or mailed by

CD - 13 of 21

	If to the County:	If to Contractor:	
	* * * * * * * * * * * * * * * * * * *		
	Kingfisher County Commissioners	and the second s	
	Kingfisher County Courthouse, 101 S. Main St.	***************************************	
	Kingfisher, OK 73750		
	or at such other address as a party shall specify shall be effective on the date of delivery.	y by like notice to the other party hereto. Notices	
8.	party has signed and delivered to the other at shall be deemed an original, and when take	d in any number of counterparts, and when each cleast one (1) such counterpart, each counterpart n together with other signed counterparts, shall ver, this Contract shall not be binding upon the	
9.	and may not be amended, altered, modified or of parties to this Contract and which specifical agreements, representations or warranties, when this Contract. No course of dealings involving relevant or admissible to interpret, supplement expressly set forth in this Contract. Any ame	constitutes the entire agreement between the parties changed in any way except in writing signed by all by references this Contract. There are no other ther oral or written, regarding the subject matter of the parties hereto and no usage of trade shall be at, explain or in any way vary any of the terms andment to this Contract shall be attached to this of addressed in the amendment shall remain in full	
10.	Binding Effect. This Contract binds the parties	and any successors and assigns of the parties.	
11.	<u>Severability</u> . If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this Contract.		
and year	IN WITNESS WHEREOF, the parties hereto have last written below.	ave caused this Contract to be executed on the day	
Date:		Kingfisher County Commissioners,	
		*	
(SEAL	)	Chairman	
`	19		
ATTES	01:		
		CD - 14 of 21	

certified mail, return receipt requested, and directed to the respective parties at the following addresses:

County Clerk	
Approved as to form:	ë
District Attorney	
Date:	
	a(n)
	Signature
	Printed Name
ATTEST:	Title
Secretary and/or Witness	
State of Oklahoma ) ss. County of )	
agent authorized by the Contractor to submit the states that Contractor has not paid, given or dona	ge, being first duly sworn, on oath, says that (s)he is the above Contract to Kingfisher County. Affiant further sted, or agreed to pay give or donate to any officer or ther valuable thing, either directly or indirectly, in the
H (H)	Signature
Is	Printed Name/Title
Subscribed and sworn to before me this	day of,
(OPAT)	8
(SEAL)	Notary Public
My Commission Expires:	

My	Commission Number:	
•		

#### **MAINTENANCE BOND**

	ALL				PRESE	
,Principal, and, and authorized to	transact hu	siness in the Sta	_, a corpor	ation organized	i under the law	vs of the State of
Kingfisher County, i			ale of Okio	anoma, as sure	ty, are field fi Dollar	•
			United Sta	tes of America		ing the contract
price, for the payme						
executors, adminis	trators, trust	ees, successors	s, and as	signs, jointly a	nd severally,	firmly by these
presents.						
	day of		, 20_	·		
		ation is such tha	t:			
WHEREAS, said	Principal (	entered into a	written	contract with	ı Kingfisher	County, dated
, 20, for:	~					
		Kinafi	sher Co	untv		
	В	ridge Materia			t	
	_	_	idge 126	_	•	
			70N285			
all in compliance wi						
Office of the County	/ Clerk, locate	ed in the County	Courthous	e Building in Kir	ngfisher, Oklah	ioma.
NOW THE	DEEODE H	soid Dringing!	hall nav	or equal to b	a naid ta Kir	afiahar Caunty
Oklahoma, all dam						ngfisher County,
workmanship in co						
acceptance of said						
otherwise to be and				ia, tron trio ob	ngation snan t	70 Hun and Vola,
		. 10.00 4.74 07.00	-			
It is further ex	xpressly agre	ed and understo	od by the	parties hereto th	nat no changes	or alterations in
said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of						
releasing the suretie	es, or any of t	hem, from the ol	oligations of	of this bond.		
ININAUTNICO	WHEDEOE	the said Dringin	al baa aari	and those process	nto to be avec	ustad in ita nama
and its corporate s						cuted in its name
caused these prese						
attorney-in- fact, du						no anned by its
	,,		, <b>,</b>			
			Principal:			
		9				3
			D			
		ŀ	Ву:	Title		E.
(SEAL)				1106		
ATTEST:						
Secretary						
		;	Surety:			
		;	<b>5</b>	- Charles Management		-65
		ŀ	Зу:	Attama:	- Foot	E .
				Attorney-ir	1-ract	

CD - 17 of 21

#### PERFORMANCE BOND

, and authorized to transact business in the Kingfisher County, Oklahoma, in the penal sum ) in lawful money of the United States of America bind ourselves and each of us, our heirs, exect jointly and severally, firmly by these presents.  Dated this day of The condition of this obligation is such that	, a corporation organized under the laws of the State of State of Oklahoma, as Surety, are held firmly bound of Dollars (\$ a, for the payment of which, well and truly to be made, we utors, administrators, trustees, successors, and assigns,, 20 at: written contract with Kingfisher County Oklahoma,
Kinaf	isher County
	als for Bridge Project
	ridge 126
37E08	B70N2850009
all in compliance with the plans and specification Office of the County Clerk, located in the County	ns therefor, made a part of said contract and on file in the Courthouse Building in Kingfisher, Oklahoma.
abide by said contract and each and every colligations resting upon said principal by the tenshall protect and save harmless Kingfisher Court	all in all particulars, well, truly, and faithfully perform and covenant, condition, and part thereof and shall fulfill all ms of said contract and specifications and if said principal nty, Oklahoma from any pecuniary loss resulting from the tions of said contract resting upon said principal, then this and remain in full force and effect.
	bood by the parties hereto that no changes or alterations in r mode of procedure herein fixed shall have the effect of obligations of this bond.
and its corporate seal to be hereunto affixed b	oal has caused these presents to be executed in its name by its duly authorized officers, and the same Surety has ame and its corporate seal to be hereunto affixed by its and year first above written.
	Principal:
	Ву:
	Title
(SEAL) ATTEST:	
	4
Secretary	Surety:
	By:
	Attorney-in-Fact

CD - 18 of 21

#### STATUTORY BOND

KNOW ALL MEN BY THESE PRESENT	, that,
Principal, and and authorized to transact business in the S	, a corporation organized under the laws of the State of tate of Oklahoma, as Surety, are held firmly bound unto
Kingfisher County, Oklahoma, in the penal sur	n of Dollars (\$
) in lawful money of the United States of America	n of Dollars (\$ ca, for the payment of which, well and truly to be made, we
bind ourselves and each of us, our heirs, executionally, firmly by these presents.	cutors, administrators, trustees, successors, and assigns,
Dated this day of	20
Dated this day of The condition of this obligation is such th	at:
WHEREAS, said Principal entered into a	a written Contract with Kingfisher County Oklahoma,
dated, 20	, ior.
King	fisher County
<del>_</del>	als for Bridge Project
	ridge 126
37E0	870N2850009
all in compliance with the plans and specification Office of the County Clerk, located in the County	ons therefor, made a part of said contract and on file in the y Courthouse Building in Kingfisher, Oklahoma.
NOW, THEREFORE, if said Principal sh	all fail or neglect to pay all indebtedness incurred by said
	o performs work in the performance of such contract, for
	equipment used and consumed in the performance of said ecomes due and payable, the person, firm, or corporation
entitled thereto may sue and recover on this bor	
	tood by the parties hereto that no changes or alterations in
said contract and no deviations from the plan of releasing the sureties, or any of them, from the or	or mode of procedure herein fixed shall have the effect of obligations of this bond.
IN WITNESS WHEREOF, the said Princi	pal has caused these presents to be executed in its name
and its corporate seal to be hereunto affixed I	by its duly authorized officers, and the same Surety has
caused these presents to be executed in its n attorney-in-fact, duly authorized so to do, the da	ame and its corporate seal to be hereunto affixed by its
attorney-in-last, duly authorized 30 to do, the da	y and year met above written.
	Principal:
	W. S. C.
	By:
(SEAL)	Title
ÀTTEST:	
Secretary	-
,	Surety:
	D
5	Attorney-in-Fact
	, morroy in a doc

CD - 19 of 21

#### **INVOICE AFFIDAVIT**

STATE OF	)
	) SS.
COUNTY OF	)

The undersigned (architect, contractor, supplier, engineer, or supervisory official) of lawful age, being first duly sworn, on oath says that this invoice, claim or contract is true and correct. Affiant further states that the work, services, or materials as shown by this invoice or claim have been completed or supplied in accordance with the plans, specifications, orders or requests furnished to the affiant. Affiant further states that (s) he has made no payment, given or donated or agreed to pay, give or donate either directly or indirectly to any elected official, officer or employee of the State of Oklahoma, of money or any other thing of value to obtain payment or the award of this contract.

## Kingfisher County Bridge Materials for Bridge Project Bridge 126 37E0870N2850009

Project Name	
Project No.	
	Signature - Contractor or Supplier
	Company Name (Print or Type)
	Address
NPA	City, State, Zip
Subscribed and sworn to before me this _	day of, 20
	, Notary Public
My Commission Expires:	

### CONTRACT DOCUMENTS AND PLANS AND SPECIFICATIONS

for

Kingfisher County

Construction of Bridge Project

Bridge 126

37E0870N2850009

Prepared for

Kingfisher County

February 2019

#### **TABLE OF CONTENTS**

Invitation to Bid

Proposal

Non-Collusion Affidavit

Business Relationships Affidavit

Contract

Maintenance Bond

Performance Bond

Statutory Bond

Notice to Proceed

Invoice Affidavit

\* Division I - General Provisions

\* Technical Specifications

\* See ODOT 2009 Standard Specifications for Highway Construction

#### Kingfisher County, Oklahoma COUNTY PURCHASING OFFICE Kingfisher County Courthouse Kingfisher, OK 73036

#### **INVITATION TO BID**

			TIONS ON REVERS	SE	4.1	DATE	ISSUED
	ATING TO SUBI			verse side.		Page	1 of2
March 8 <sup>th</sup> , 2019 at 4.30 pm				REQUIRED DELIVERY DATE  Days after award of Purchase Order			
TERMS: Bidding doo opened at 9	ouments shall be 0:00 a.m. on Ma	e obtained from	m the Kingfisher Coul.	unty Courthouse. Bids will be	DATE OF I	DELIVE	RY:
Item	Quantity	Unit of Issue		Description	Unit Pri	ce	Total
T T				onstruction of Bridge Bridge 126 37E0870N2850009			
				Pre-Bid Meeting Non-Mandatory e: February 26 <sup>th</sup> , 2019 Time: 3:00 p.m.			
			Le	ocation: Project Site			
	2						
					\$1   #3		
				<b>\$</b> 1			
			Ð				

#### TERMS AND CONDITIONS

- 1. Sealed bids will be opened in the County Commissioner's Office, Kingfisher County Courthouse, 101 S. Main St., Kingfisher, OK 73750 at the time and date shown on the invitation to bid form.
- 2. Late bids will not be considered. Bids must be received in sealed envelopes (one to an envelope) with bid number and closing date written on the outside of each envelope.
- 3. Unit prices will be guaranteed correct by the bidder.
- 4. Firm prices will be F.O.B. destination,
- 5. Purchases by Kingfisher County, Oklahoma are not subject to state or federal taxes.
- This bid is submitted as a legal offer and any bid when accepted by the County constitutes a firm contract.
- 7. Oklahoma laws require each bidder submitting a bid to a county for goods or services to furnish a notarized sworn statement of non-collusion. A form is supplied below.

8.	Bids will be firm until	
	•	(Date)

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

Subscribed and sworn before thisday		
of, 20	(SEAL)	
	Firm:	
My commission expires:	Signed by:(Manual Signature of Unde	Title: ersigned)
NOTARY PUBLIC (CLERK OR JUDGE)	Address:	Phone:
	City:	State:
		Zip:

#### **PROPOSAL**

TO:

, ,

Kingfisher County Commissioners Kingfisher County, Oklahoma

Gentlemen:

Pursuant to the notice inviting proposals, the undersigned bidder herewith submits his proposal.

He declares he has carefully examined the Plans, Specifications and forms of Contract and bonds as set forth in the proceedings for:

### Kingfisher County Construction of Bridge Project Bridge 126 37E0870N2850009

and that he has reached a full understanding of everything required on said Plans and Specifications, and that he has informed himself as to the kind and quantities of various materials to be furnished and/or the nature and location of the work to be done, and all other matters affecting the work.

The undersigned bidder proposes and agrees that if his proposal is accepted, to enter into contract with the County, on forms prescribed, with approved sureties, within seven (7) days, after notice of award to execute the Contract, and to furnish to the County a satisfactory Performance and Statutory Bond in the sum of 100% of the contract price, guaranteeing the faithful performance of the work and payment of bills.

To do any extra work not covered by the following schedule of prices or stipulated lump sum price which may be ordered by the Engineer and to accept as full compensation therefor such prices as may be agreed upon in writing by the Engineer and the Contractor in accordance with Section 108.04 of the General Provisions.

It is further agreed that the Contractor shall begin the work on the date indicated in the Notice to Proceed and to prosecute said work in such a manner as to complete all work contracted for within 120 calendar days following the Notice to Proceed. The Notice to Proceed shall become effective within 30 calendar days of the bid opening.

The Contractor shall take out and maintain public liability insurance in accordance with Section 106.25 of the General Provisions of the Specifications. A copy of said Specifications is now on file in the Office of the County Clerk.

Upon completion of the Contract, the Contractor shall furnish to the County a satisfactory Maintenance Bond in the amount of 100% of the final contract price, guaranteeing the maintenance of the work for a period of **ONE** (1) year after acceptance by the County.

Accompanying this proposal is a proposal guaranty for 5% of the total bid, payable to Kingfisher County, which is to be forfeited, as liquidated damages, if, in the event that this proposal is accepted, the undersigned shall fail to execute the contract and furnish satisfactory contract bond under the conditions and within the time specified in this proposal. Otherwise said proposal guaranty is to be returned to the undersigned.

# PROPOSAL Kingfisher County Construction of Bridge Project Bridge 126 37E0870N2850009

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BRIDGE 126 PAY QUANTITIES					
Item	Description	Units	Quantity	Unit Price	Total Price
1	Bridge Construction Labor	L. SUM	1		
2	H.E.S. Concrete & Finishing	C.Y.	92.0	2	
3	Pile Driving Beyond Plan Quantity	L.F.	180		

TOTAL BID	
-----------	--

#### **PROPOSAL**

A Bidder's Bond, Certified or Cashier's Check is enclosed in the amount of \$, as required.			
STATE OF)			
STATE OF) SS:  COUNTY OF)			
; of lawful age, being first duly sworn, upon his oath, deposes and says, that he executed the accompanying bid on behalf of the bidder named therein for the construction of the above improvement in KINGFISHER COUNTY, OKLAHOMA, that he had lawful authority so to do and that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any State or County official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any State or County officials concerning exchange of money or other thing of value for special consideration in the letting of a contract; said bidder has neither directly nor indirectly entered into any agreement, express or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bid or bids, the limiting of the bids or bidders, the parceling or farming out to any bidder or bidders, or other persons of any part of the contract or any part of the profits thereof and that he has not and will not divulge the sealed bid on such public improvement to any person whatsoever, except those having a partnership or other financial interest with him in said bid or bids, until after the sealed bid or bids are opened.			
If partnership, give name and address of each partner			
	Ву:		
	Address:		
	Incorporated under the		
9	laws of the State of:		
Subscribed and sworn to before me this	day of, 20		
(0541)	Notary Public		
(SEAL)	My Commission Expires:		
×	in and the second secon		
5			

#### NON-COLLUSION AFFIDAVIT

To Accompany Contractor's Bid

STAT	E OF	)	
COUN	NTY OF	) ss: )	
being	first duly sworn upon his/her oath, state	_ (Contractor's Authorized s:	Agent), of lawful age,
1.	I am the duly authorized agent ofCompany Name), the bidder submitting purpose of certifying the facts pertain among bidders or between bidders and pertaining to the giving or offering of for special consideration in the award this document;	ning to the existence or no d municipal officials or emy f things of value to governr	onexistence of collusion ployees, as well as facts ment personnel in return
2.	I am fully aware of the facts and circ have been personally and directly inv of such bid;		•
3.	Neither the bidder nor anyone subject to: Any collusion among bidders to re bid at a fixed price or to refrain from employee as to quantity, quality, or pr other terms of such bid or contempla and any county official or employee of value for special consideration in the a	estrain the freedom of comp bidding; Any collusion wit ice in the bid or contemplated ated contract; nor any discu- concerning the exchange of	petition by agreement to h any county official or ed contract, or as to any assions between bidders money or other thing of
Furthe	er, Affiant saith not.		
		Signature of Authoric	zed Agent
		Title (printed)	
Subsci	ribed and sworn to before me this	day of	, 20
(SEAI My co	L) mmission expires:		
<del>)</del>		Notary Public	TO THE CONTRACTOR OF THE CONTR
	¥1		CD 0 of 10

CD - 8 of 20

#### BUSINESS RELATIONSHIP AFFIDAVIT

To Accompany Contractor's Bid

STATE OF
COUNTY OF
(Contractor's Authorized Agent), of lawful age, being first duly sworn upon his/her oath, states:
1. I am the duly authorized agent of(Bidder's Company Name), the bidder submitting the attached competitive bid (the "bid").
2. My position in the above named company is
3. Affiant further states the nature of any partnership, joint venture, or other business relationship presently in effect, or which existed within one (1) year prior to the date of this Affidavit, with the architect, engineer, or other party to the project is as follows:
(if none, so state)
4. Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this Affidavit between any official or director of the architectural or engineering firm or any other party to the project is as follows:
**************************************
Color and and an arrange of the color and arra
(if none, so state)
5. Affiant further states that the names of all persons who have any such business relationship and the positions they hold with their respective companies or firms are as follows:

(if	none, so state)	
Further, Affiant saith not.		
	Signature of Authorized Agent	<b>4</b> 1
	Title (printed)	
Subscribed and sworn to before me this	day of	_, 20 <u>_</u>
(SEAL) My commission expires:		
wiy commission expires:	Notary Public	

#### CONSTRUCTION CONTRACT

This	Contract is m	ade and ente	red into this	day of		, 20	by and ر
between	Kingfisher	County,	Oklahoma , a(n)		called	"County	and
hereinafter o	called "Contract	tor."					
			WITNESSI	ЕТН	8		
Okla. Stat. § prepared cer	§ 101 et seq. (1	hereinafter co cifications, a	the state law and llectively referred ad other bidding	l to as "state la	w"), the Cou	inty has cau	ised to be
Bidding Do	cuments and h	as caused an	n state law, the Invitation to Bio and materials for	to be given a			
			Kingfisher Co ruction of Bri Bridge 12 37E0870N285	dge Project 6			
as outlined a Contract; an		ne Bidding Do	ocuments and in a		the terms a	nd provisio	ns of this
			onse to said Invita ed bid in accorda				
canvassed the	he bids submit	ted and has d	nanner provided letermined and described project;	eclared the ab			
WH the bid, to-w		ounty has duly	awarded this Co	ntract to said C	contractor, fo	or the sum n	amed in
	De	ollars and Ce	nts spelled out b	ere (\$	· ).	5	
stated and i	n consideration	of the mutu	ration of the mut al benefits, which e parties agree as	h will accrue t			

<u>Incorporation of Bidding Documents.</u> This Contract hereby incorporates, as if fully set out herein, the Plans, Specifications, General Provisions, Special Provisions, Contractor's Proposal and any and all Addendums issued. All of these documents have been provided to and/or by the Contractor and are on file in the Office of the County Clerk. Hereinafter, these documents shall

be collectively referred to as "Bidding Documents."

1.

CD - 11 of 20

2. <u>Engagement of Contractor.</u> The County hereby engages Contractor to perform certain construction services for the benefit of the County. Contractor accepts such engagement pursuant to the terms and conditions set forth herein.

1 8

1 8

3. Scope of Engagement. Contractor shall, in a good and first-class, workmanlike manner, at its own cost and expense, furnish all labor, materials, tools and equipment required to perform and complete said work in strict accordance with the Bidding Documents, with the following additions and/or exceptions: (if none, so state.)

(NONE)

- 4. <u>Payments to Contractor.</u> The County shall make payments to the Contractor in the following manner:
  - a. On or about the first (1st) day of each month, the Engineer, or other appropriate person, will make accurate estimates of the value, based on contract prices, of the work done and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The Contractor shall furnish to the Engineer such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates. Ninety-five percent (95%) of such estimated sum shall be paid to the Contractor within five (5) days after the first regularly scheduled meeting of the County of the following month.
  - b. On completion of the work, but prior to the acceptance thereof by the County, it shall be the duty of the Engineer for the County, or other appropriate person, to determine that said work has been completely and fully performed in accordance with this Contract and all incorporated documents; and upon making such determination, said official shall make his final certification to the County.
  - c. The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds, for payment of the final estimate to the Contractor; thereupon, the final estimate (including retainage, but less any liquidated damages), will be approved and paid, within five (5) days after the first regularly scheduled meeting of the County of the following month.
- 5. <u>Bargaining.</u> The County and the Contractor have had the opportunity to seek independent legal counsel before entering into this Contract. The language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against either party.
- 6. <u>Third Party Beneficiaries.</u> Nothing in this Contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Contract, except as provided expressly herein.
- 7. Notices. Whenever a notice is required to be given in writing and under the terms of this Contract, or any extension hereunder, such notice shall either be hand-delivered or mailed by

	addresses:		
	If to the County:	If to Contractor:	
	Kingfisher County Commissioners		
	Kingfisher County Courthouse, 101 S. Main St		
	Kingfisher, OK 73750	<u> </u>	
	or at such other address as a party shall specify be shall be effective on the date of delivery.	y like notice to the other party hereto. Notices	
8.	Counterparts. This Contract may be executed in party has signed and delivered to the other at less shall be deemed an original, and when taken constitute one (1) agreement; provided, howeve parties hereto until signed by all of the parties.	ast one (1) such counterpart, each counterpart together with other signed counterparts, shall	
9.	<u>Integration and Amendments.</u> This Contract constitutes the entire agreement between the parties and may not be amended, altered, modified or changed in any way except in writing signed by all parties to this Contract and which specifically references this Contract. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this Contract. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Contract. Any amendment to this Contract shall be attached to this Contract and all of the terms in this Contract not addressed in the amendment shall remain in full force and effect.		
10.	Binding Effect. This Contract binds the parties an	d any successors and assigns of the parties.	
11.	<u>Severability</u> . If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this Contract.		
and yea	IN WITNESS WHEREOF, the parties hereto have at last written below.	e caused this Contract to be executed on the day	
Date: _	F	Eingfisher County Commissioners,	
	Ō	Chairman	
(SEAL)			
ATTES	T:		

certified mail, return receipt requested, and directed to the respective parties at the following

County Clerk	ĵ.
Approved as to form:	
District Attorney	
Date:	a(n)
	Signature
	Printed Name
ATTEST:	Title
Secretary and/or Witness	
State of Oklahoma ) ss.	
County of)	
agent authorized by the Contractor to submit the a states that Contractor has not paid, given or donate	e, being first duly sworn, on oath, says that (s)he is the bove Contract to Kingfisher County. Affiant further ed, or agreed to pay give or donate to any officer or her valuable thing, either directly or indirectly, in the
	Signature
ra e	Printed Name/Title
Subscribed and sworn to before me this	day of
(SEAL)	Notary Public
My Commission Expires:	

My Commission Number:

### **MAINTENANCE BOND**

. 1 · 3 · 1

KNOW ,Principal, and	ALL					ENT, that aws of the State of
, and authorized to	transact bus	siness in the Stat	te of Okla	homa, as S	urety, are held	firmly bound unto
Kingfisher County, i			- it - d Ct -	4 of A	Doll	
price, for the payme						being the contract
executors, adminis						
presents.	·		•		,	. , ,
		<del></del>		·		
		ation is such that:		contract v	with Kingfisher	r County dated
WHEREAS, said , 20, for:	Fillicipal 6	entered into a	willen	contract v	with Kinghishei	r County, dated
, 20, 101.						
27	8	Kingfis	sher Co	unty		
		Construction	of Brid	ge Projec	t	
		Bri	dge 126	;		
		37E087	70N2850	0009	2.	
	*5					
all in compliance wi Office of the County						
NOW THE	DEEODE if	soid Principal of	hall bay	or course to	ha naid ta k	Cinaficher County
Okiahoma, all dam						Kingfisher County,
workmanship in co						
acceptance of said				a; then this	obligation shal	be null and void,
otherwise to be and	remain in ful	I force and effect.			12	
It is further e	ynressly agre	ed and understoo	nd by the i	narties heret	n that no chang	es or alterations in
said contract and n						
releasing the suretie						
						ecuted in its name
and its corporate so caused these prese						
attorney-in- fact, dul						unto amixed by its
,			,			
		P	rincipal;			
		<u> </u>			(0000077000000 = 12750000	
		В	sy:			
		_	<i>y</i>	Title	T Management of the Control of the C	-
(SEAL)						
ATTEST:						
Secretary		· · · · · · · · · · · · · · · · · · ·				
o o o o tai y		S	urety:			
		-			The state of the s	<u></u> -
		В	y:	A 14		<u>-224</u> "
				Attorne	y-in-Fact	

CD - 16 of 20

### PERFORMANCE BOND

1 . 14

KNOW ALL MEN BY THESE PRESENT	that .
Principal, and	, a corporation organized under the laws of the State of
, and authorized to transact business in the	State of Oklahoma, as Surety, are held firmly bound
Kingfisher County, Oklahoma, in the penal sum	of Dollars (\$
) in lawful money of the United States of America	of Dollars (\$ ca, for the payment of which, well and truly to be made, we
bind ourselves and each of us, our heirs, exec	cutors, administrators, trustees, successors, and assigns,
jointly and severally, firmly by these presents.	
Dated this day of The condition of this obligation is such th	, 20
The condition of this obligation is such the	at:
	written contract with Kingfisher County Oklahoma,
dated, 20,	for:
King	fisher County
<u> </u>	on of Bridge Project
	Bridge 126
	870N2850009
3/50	67UN265UUU <del>3</del>
all in compliance with the plans and specification	ons therefor, made a part of said contract and on file in the
Office of the County Clerk, located in the County	
•	•
	nall in all particulars, well, truly, and faithfully perform and
	covenant, condition, and part thereof and shall fulfill all
	rms of said contract and specifications and if said principal
	inty, Oklahoma from any pecuniary loss resulting from the
	itions of said contract resting upon said principal, then this
obligation shall be null and void, otherwise to be	e and remain in full force and effect.
It is further expressly agreed and underes	tood by the portion herete that no abangon or alterations in
	tood by the parties hereto that no changes or alterations in or mode of procedure herein fixed shall have the effect of
releasing the sureties, or any of them, from the	
releasing the sureties, or any or them, nor the	obligations of the bond.
IN WITNESS WHEREOF, the said Princi	pal has caused these presents to be executed in its name
	by its duly authorized officers, and the same Surety has
	ame and its corporate seal to be hereunto affixed by its
attorney-in-fact, duly authorized so to do, the da	
	Principal:
	( )
	Don.
	By:
(SEAL)	riue
ATTEST:	2
Secretary	₹
	Surety:
(4)	-
	The second secon
	By:
	Attorney-in-Fact

CD - 17 of 20

### **STATUTORY BOND**

KNOW ALL MEN BY THESE PRESENT,	. that
	, a corporation organized under the laws of the State of
, and authorized to transact business in the S	tate of Oklahoma, as Surety, are held firmly bound unto
Kingfisher County, Oklahoma, in the penal sun	
	a, for the payment of which, well and truly to be made, we
	cutors, administrators, trustees, successors, and assigns,
jointly and severally, firmly by these presents.	•
Dated this day of The condition of this obligation is such that	, 20
I ne condition of this obligation is such the	at:
dated, 20	a written Contract with Kingfisher County Oklahoma,
dated, 20	, 101.
Kinat	fisher County
<del>_</del>	on of Bridge Project
	ridge 126
	870N2850009
37 🖂	070112030003
all in compliance with the plans and specification Office of the County Clerk, located in the County	ons therefor, made a part of said contract and on file in the y Courthouse Building in Kingfisher, Oklahoma.
NOW THEREFORE if said Principal sh	all fail or neglect to pay all indebtedness incurred by said
	o performs work in the performance of such contract, for
	equipment used and consumed in the performance of said
	ecomes due and payable, the person, firm, or corporation
entitled thereto may sue and recover on this bor	
	tood by the parties hereto that no changes or alterations in
	or mode of procedure herein fixed shall have the effect of
releasing the sureties, or any of them, from the	obligations of this bond.
IN WITNESS WHEREOF the said Princi	pal has caused these presents to be executed in its name
	by its duly authorized officers, and the same Surety has
	ame and its corporate seal to be hereunto affixed by its
attorney-in-fact, duly authorized so to do, the da	
	Principal:
	Byr
	By: Title
(SEAL)	Title
ATTEST:	
- Anniero de la companya de la comp	_
Secretary	
	Surety:
	By:
	Attorney-in-Fact

CD - 18 of 20

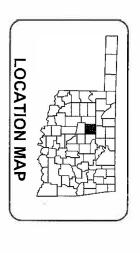
### **INVOICE AFFIDAVIT**

STATE OF	)
	) SS.
COUNTY OF	)

The undersigned (architect, contractor, supplier, engineer, or supervisory official) of lawful age, being first duly sworn, on oath says that this invoice, claim or contract is true and correct. Affiant further states that the work, services, or materials as shown by this invoice or claim have been completed or supplied in accordance with the plans, specifications, orders or requests furnished to the affiant. Affiant further states that (s) he has made no payment, given or donated or agreed to pay, give or donate either directly or indirectly to any elected official, officer or employee of the State of Oklahoma, of money or any other thing of value to obtain payment or the award of this contract.

### Kingfisher County Construction of Bridge Project Bridge 126 37E0870N2850009

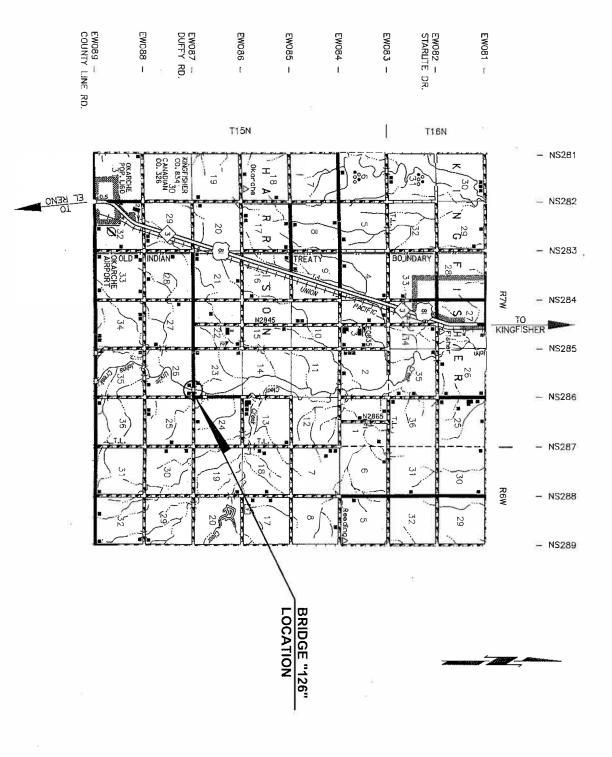
Project Name	
Project No.	
	Signature - Contractor or Supplier
	Company Name (Print or Type)
9	Address
	City, State, Zip
Subscribed and sworn to before me this _	day of, 20
	, Notary Public
My Commission Expires:	



# KINGFISHER COUNTY OKLAHOMA

### PLAN BRIDGE OF PROPOSED REPLACEMENT

BRIDGE 126 (EW-087) OVER UNCLE JOHN CREEK STRUCTURE NO. 37E0870N2850009



APPROVED:
BOARD OF COUNTY COMMISSIONERS

INDEX OF SHEETS

DESCRIPTION

DATE

TITLE SHEET

SUMMARY OF PAY QUANTITIES AND NOTES (BRIDGE)

BRIDGE 126 ABUTMENT PLAN

<u>-</u> 0 ₩ 4 ₽ 0

BRIDGE 126 ABUTIMENT DETAILS
BRIDGE 126 PIER DETAILS
BRIDGE 126 SUPERSTRUCTURE DETAILS

M (EC JONATHAN T. HISEY, P.E. S.E. OKLA. REG. NO. 23127 PREPARED BY:
MKEC ENGINEERING, INC.
CA#2958 EXPIRES: 06/30/19
OKLAHOMA CITY, OKLAHOMA DATE 6

JEANNIE BOEVERS

COUNTY CLERK

HEATH DOBROVOLNY

JISTRICT NO. 3

SHIMANEK

DISTRICT NO. 2

OFFI. ... O

OK MANAGER

DISTRICT NO. 1

BRIDGE 126 LENGTH

130.33 FT

2009 OKLAHOMA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION—ENGLISH GOVERN, APPROVED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION. JANUARY 04, 2010

ATTENTION BIDDERS!!! READ THE EXISTING BEAM REPAIR NOTES BELOW FOR A DESCRIPTION OF THE REPAIR WORK THAT MUST BE DONE TO THE EXISTING BEAMS.

# GENERAL CONSTRUCTION NOTES

SPECIFICATIONS COMPLY WITH THE REQUIREMENTS OF THE 2009 OKLAHOMA STANDARD SPECIFICATIONS
FOR HIGHWAY CONSTRUCTION, EXCEPT AS MODIFIED BY THE PLANS.

VERIFICATION OF EXISTING CONDITIONS —

THE CONTRACTOR SHALL BE RESPONSIBLE FOR FULLY UNDERSTANDING THE NATURE OF THE WORK AND CONDITIONS UNDER WHICH THE WORK WILL BE PERFORMED.

MATERIALS — ALL MATERIAL MUST BE NEW AND DELIVERED TO PROJECT SITE.

KINGFISHER COUNTY WILL SUPPLY SIX (6)  $79^\circ-0^\circ$  LONG PLATE GIRDER BEAMS AND TWELVE (12)  $25^\circ-0^\circ$  LONG PLATE GIRDER BEAMS WITH CHANNEL SHEAR CONNECTORS FOR BRIDGE 162.

PROVIDE H-PILES IN ACCORDANCE WITH ASTM A572 GRADE 50. <u>PROVIDE STRUCTURAL STEEL FOR ALL ANGLES IN ACCORDANCE WITH ASTM A709 GRADE 50.</u> PROVIDE CHANNELS AND STEEL PLATE IN ACCORDANCE WITH ASTM A709 GRADE 36 OR 50. PROVIDE WELDED STUDS FOR CHANNEL HEADERS IN ACCORDANCE WITH ASTM A108, GRADE 1015, 1018 OR 1020.

REMOVAL OF EXISTING BRIDGE --KINGFISHER COUNTY WILL REMOVE THE EXISTING BRIDGE.

CONSTRUCTION TRAFFIC CONTROL KINGFISHER COUNTY WILL BE RESPONSIBLE FOR ALL CONSTRUCTION SIGNING AND
TRAFFIC CONTROL. CONTRACTOR SHALL GIVE KINGFISHER COUNTY DISTRICT NO. 1 AT
LEAST 2 WEEKS NOTICE BEFORE BEGINNING CONSTRUCTION.

### PAY ITEM NOTES

- ₩, INCLUDES ALL COST OF ALL LABOR, EQUIPMENT, WELDING AND INCIDENTALS NECESSARY TO CONSTRUCT THE BRIDGE, EXCEPT FOR SUPPLYING, PLACING AND FINISHING CONCRETE FOR THE DECK.
- **B**2 PROVIDE HIGH EARLY STRENGTH CONCRETE WITH A MINIMUM COMPRESSIVE STRENGTH OF 4500 P.S.I. HIGH EARLY STRENGTH CONCRETE MUST REACH MINIMUM COMPRESSIVE STRENGTH WITHIN 72 HOURS OF PLACEMENT.

INCLUDE ALL COST ASSOCIATED WITH SUPPLYING THE CONCRETE, PLACING AND FINISHING THE BRIDGE DECK CONCRETE INCLUDING ALL MATERIAL, LABOR, EQUIPMENT, AND INCIDENTALS NECESSARY TO COMPLETE THE WORK IN THE CONTRACT UNIT PRICE OF "H.E.S. CONCRETE & FINISHING".

ВЗ THE PRICE BID FOR THIS ITEM SHALL ESTABLISH THE CONTRACT UNIT PRICE, PER LINEAR FOOT, FOR THE DRIVING OF THE ABUTMENT SEAT AND PIER H-PILES PAST THE PLAN LENGTH IF IT IS NECESSARY TO DO SO.

EST	ESTIMATE TOP FLANGE REPAIR
ВЕАМ	TOTAL LENGTH OF TOP FLANGE REPLACMENT
1	15'-0"
2	20'-0"
3	15*-0"
4	16'-0"
O1	10'-0"
6	10'-0"
7	7'-0"
œ	10'-0"

### MATERIAL NOTES

- $\Xi$ QUANTITY BASED ON 2 CAPS 30'-0" LONG.
- QUANTITY BASED ON 12 PILES 30'-0" LONG.
- QUANTITY BASED ON 12 PILES 40'-0" LONG.
- 4 QUANTITY BASED ON 2 CAPS 30'-0" LONG.
- (5) QUANTITY BASED ON 12 PILES 40"-0" LONG.
- 6 SEAT PILES SHALL BE DRIVEN TO PRACTICAL REFUSAL. WING PILES SHALL BE DRIVEN TO FULL LENGTH OR PRACTICAL REFUSAL, WHICHEVER OCCURS FIRST.
- 3 DRIVE SHEET PILING TO PLAN LENGTH. QUANTITY BASED ON 20'-0" LONG SHEET PILES FOR 2 ABUTMENTS 27'-6" WIDE WITH TWO 11'-6" WINGS.
- 8 QUANTITY BASED ON 110 SHEETS 36" WIDE  $\times$  12' LONG. NO WASTE WAS INCLUDED IN THE QUANTITY.
- 9) QUANTITY BASED ON 46 POSTS 6'-7" LONG.
- (10) ESTIMATED QUANTITY FOR 40 STIFFENER PLATES 光"X5"X9" IN SIZE.
- (11) ESTIMATED QUANTITY FOR 24 STIFFENER PLATES ½"X7"X1'-0%" IN SIZE
- (12) PLACE SLAB BOLSTER AT NO MORE THAN 4 FOOT CENTERS. SLAB BOLSTER SHOULD BE 5'-0" IN LENGTH WITH 5" LEG SPACING. SLAB BOLSTER SHALL RUN PARALLEL OR PERPENDICULAR TO © OF BRIDGE.
- (13) QUANTITY BASED ON 3 CHANNELS 20"-0" LONG.
- (14) QUANTITY BASED ON 13 PLATES 20"-0" LONG.
- (15) QUANTITY BASED ON 6 CHANNELS 20'-0" LONG.
- (16) QUANTITY BASED ON 6 ANGLE 20'-0" LONG.
- (18) QUANTITY BASED ON 175 SECTIONS 4'-8" IN LENGTH AND INCLUDES 63' (17) QUANTITY BASED ON 136 SECTIONS 6'-3" IN LENGTH AND INCLUDES 70' FOR WASTE. FOR WASTE.
- (19) QUANTITY BASED ON 272 CHANNEL SHEAR CONNECTORS 10" IN LENGTH.
- (20) QUANTITY BASED ON 142 LF. OF TOP FLANGE REPLACEMENT.

(21) QUANTITY FOR REPAIRING WEB OF PLATE GIRDERS.

## **EXISTING BEAM REPAIR NOTES**

- THERE ARE EIGHT (8) 79' LONG PLATE GIRDERS AND FOUR (4) 51' LONG PLATE GIRDERS AT THE KINGFISHER COUNTY DISTRICT NO. 1 YARD. THIS BRIDGE WILL USE SIX (6) 79' BEAMS AND TWELVE (12) 25'-6" BEAMS. ALL BEAM REPAIRS AND CUTTING OF BEAMS SHALL BE DONE AT THE KINGFISHER COUNTY DIST. NO. 1 YARD. THE BEAMS ARE NUMBERED 1 TO 12.
- FOR BEAMS 9, 10, 11 AND 12, 2'-O" OF THE TOP FLANGE AT EACH END OF THE 51 LONG BEAM MUST BE REPLACED.
- BEAMS 9, 10, 11 AND 12 NEED TWO (2) 10" LONG C4  $\times$  7.2 CHANNEL SHEAR CONNECTORS AT EACH END AFTER THE TOP FLANGES HAVE BEEN REPLACED.
- BEAMS 9,10, 11 AND 12 ARE TO BE CUT IN HALF INTO TWO (2) 25'-6" SECTIONS.
- BEAMS 1 THROUGH 8 HAVE DAMAGED TOP FLANGES THAT NEED TO BE REPLACED. REFER TO THE TABLE ON THE LEFT FOR THE ESTIMATED LENGTHS OF TOP FLANGE REPLACEMENT.
- BEAMS 1 THROUGH 8 ALSO NEED A  $3^{\circ}$  SECTION OF TOP FLANGE REPLACED APPROXIMATELY  $29^{\circ}$  FROM THE END OF THE BEAM.
- BEAMS 1 THROUGH 8 HAVE SEVERAL BENT SECTIONS OF THE WEB THAT NEED TO BE CUT OUT AND REPLACED. USE  $5/16^\circ$  PLATE TO REPAIR THE WEB.
- œ FOR BEAMS 7 AND 8 REMOVE 2'-0" FROM THE END OF BEAMS, REMOVE THE 2'-0" SECTION AT THE ENDS THAT DO NOT CURRENTLY HAVE CHANNEL SHEAR CONNECTORS.
- 9 BEAMS 7 AND 8 NEED TWO (2) 25'-6" SECTIONS CUT FROM THE 79' LONG BEAM. THE TWO (2) 25'-6" SECTIONS CUT FROM BEAMS 7 AND 8 MUST INCLUDE THE SECTION OF THE BEAMS THAT CURRENTLY DO NOT HAVE SHEAR CONNECTORS.
- ó BEAMS 1 THROUGH 8 HAVE 32' OF TOP FLANGE THAT DOES NOT HAVE CHANNEL SHEAR CONNECTORS. ADD SEVENTEEN (17) 10" LONG C4 X 7.2 CHANNEL SHEAR CONNECTORS AT A MAXIMUM SPACING OF 24" ON CENTER TO BEAMS 1 THROUGH 8.
- <u>;</u> FOR BEAMS 1 THROUGH 8 THERE ARE AN ESTIMATED FIFTEEN (15) CHANNEL SHEAR CONNECTORS FOR EACH BEAM THAT NEED TO BE REPLACED BECAUSE THEY ARE DAMAGED OR WILL BE REMOVED DUE TO TOP FLANGE REPAIRS.

BRIDGE "A" LOCAL BRIDGE NO. PAY QUANTITIES		
25'-6"-79'-25'-6" STEEL BEAM SPAN, O' SKEW 26'-3" CLEAR ROADWAY, STEEL TRAFFIC RAIL	AIL AIL	
МЭТІ	UNIT	TOTAL
BRIDGE CONSTRUCTION LABOR B1	L.SUM	1
H.E.S. CONCRETE & FINISHING B2	C.Y.	92.0
PILE DRIVING BEYOND PLAN QUANTITY 83	LF.	180

BRIDGE "A" SCHEDULE OF MATERIALS	Š	
ITEM	UNIT	AMOUN
HP 10 X 42 BENT CAPS (1)	L.F.	60
HP 10 X 42 WING PILES (2)(6)	LF.	360
HP 10 X 42 SEAT PILES (3)(6)	L.F.	480
HP 14 X 73 PIER BENT CAP (4)	LF.	60
HP 12 X 53 PIER SEAT PILES (5)	L.F.	480
10 GAUGE SHEET PILES (7)	S.F.	2,020
36" WIDE 22 GAUGE STEEL DECK FORMS (8)	S.F.	3,960
W6 X 20 BRIDGE TRAFFIC RAIL POSTS (9)	L.F.	320
×	L.F.	20
<b>光" X 7" PLATE</b> (11)	L.F.	40
#4 REINFORCING STEEL	L.F.	20,600
#5 REINFORCING STEEL	LF.	10,360
1" X 5'-0" SLAB BOLSTER (12)	EA.	208
2" X 5'-0" SLAB BOLSTER (12)	EA.	204
%"♦ X 6" WELDED STUD	EA.	324
C10 X 20 END HEADER (13)	L.F.	60
¾" X 8" PLATE (14)	L.F.	260
C8 X 11.5 HORIZONTAL BRACING	L.F.	280
CIO X 20 WING CAP	ĽF.	60
C10 X 20 PIER HORIZONTAL BRACING (15)	Ę	120
L5 X 3 X ¼ PIER DIAGONAL BRACING (16)	רַהָּ.	120
L4 X 3 X ¼ SHEET PILE CAP	L.F.	120
L3 X 3 X ¼ BRACING (17)	<u>.</u>	920
L3 X 3 X ¼ SIP DECK FORM SUPPORT (18)	ĽŸ.	880
C4 X 7.2 SHEAR CONNECTOR (19)	ĽF.	300
1" X 12" PLATE (20)	L.F.	160
5/16" X 12" PLATE (21)	ĽF.	20
W BEAM GUARDRAIL	두	262.5
W BEAM FLARED END SECTION	E A	4

<u>@</u>	0	<u> </u>		
Ē	В	Þ	MARK	
#4	#4	5#	SIZE	REINFOR
64	259	259	NO.	RCING S
STR.	STR.	STR.	FORM	REINFORCING STEEL BAR LIST
160'-0"	40'-0"	40'0"	LENGTH	RLIST

 $\Theta\Theta\Theta$ TWO 20'-0" PIECES WITH ONE 2'-3" MINIMUM LAP TWO 20'-0" PIECES WITH ONE 2'-0" MINIMUM LAP EIGHT 20'-0" PIECES WITH SEVEN 2'-0" MINIMUM LAP

AND NOTES (BRIDGE)	•=	J.T.H.	APPROV. J.T.H
AND NOTES (BBIDGE)		J.T.H.	CHECKED J.T.H.
SUMMARY OF PAY QUANTITIES		HW.L	DRAWN
BRIDGE 126 KINGFISHER COUNTY		HW.L.	DESIGN

JOB PIECE NO. 1803010834 SHEET NO. 2

MKEC

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