

NOTICE TO BIDDER
BID #004-2022

Bids will be received until **4:00 p.m., Friday, March 11, 2022** at the Grant County Courthouse, County Clerk's Office, 112 E. Guthrie St, Room 102, Medford, Oklahoma, 73759 and will be opened at **10:00 a.m., March 14, 2022** during the Regular Meeting of the Board of County Commissioners for the following:

CONSTRUCTION FOR BRIDGE PROJECT
Bridge over Sand Creek
27E0090N2770009
DISTRICT ONE (1), GRANT COUNTY, OK

Non-Mandatory Pre-Bid meeting February 25, 2022 @ 10:00 a.m.
at Grant County Courthouse

Project details are described in "Contract Documents
and Plans and Specification"

Questions regarding this bid can be directed to Max L. Hess, D1 @ 580-541-4740 • Craig A. Fredrick, D2 @ 580-541-0945 • Steve Stinson, D3 @ 580-532-1044. Bid packet can also be found at: www.grantcountyoak.com or can be obtained by emailing Cindy Pratt, County Clerk at: cpratt@grant.okcounties.org

The Bidders shall submit their bid on the official proposal form furnished. The bid envelope shall be clearly marked "SEALED BID #004-2022" with closing date and time. **Bid Packet must contain correctly executed documentation of forms provided in the Contract Documents and Plan and Specification Documents Bid Packet titled 004-2022.** The Board of County Commissioners will review all bids and reserves the right to reject any and/or all bids.

Approved this 14th day of February 2022

Board of County Commissioners
Grant County, Oklahoma



Steve Stinson, Chairman



Craig A. Fredrick, Vice-Chairman



Max L. Hess, Member

Attest:





Cindy Pratt, County Clerk
1st Deputy

CONTRACT DOCUMENTS
AND
PLANS AND SPECIFICATIONS

for

Grant County

Construction of Bridge Project

Bridge over Sand Creek

27E0090N2770009

Prepared for

Grant County

February 2022

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

Grant County, Oklahoma
 COUNTY PURCHASING OFFICE
 Grant County Courthouse
 Medford, OK 73759

INVITATION TO BID

PLEASE REVIEW TERMS AND CONDITIONS ON REVERSE SIDE RELATING TO SUBMISSION OF THIS BID.					DATE ISSUED
Notarized Affidavit completions and signature required on reverse side.					Page 1 of <u> 2 </u>
BID NUMBER 004-2022			BID CLOSING DATE AND HOUR March 11th, 2022 at 4:00 pm		REQUIRED DELIVERY DATE _____ Days after award of Purchase Order
TERMS: Bidding documents shall be obtained from the Grant County Courthouse. Bids will be opened at 10.00 a.m. on March 14th, 2022.					DATE OF DELIVERY:
Item	Quantity	Unit of Issue	Description	Unit Price	Total
			Construction of Bridge Bridge over Sand Creek 27E0090N2770009 Pre-Bid Meeting Non-Mandatory Date: February 25th, 2022 Time: 10:00 a.m. Location: Grant County Courthouse		

TERMS AND CONDITIONS

1. Sealed bids will be opened in the Grant County Courthouse, 112 E Guthrie RM 104, Medford, OK 73759 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 Grant 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 _____, 20_____.

(SEAL)

Firm: _____

My commission expires: _____

Signed by: _____ Title: _____
(Manual Signature of Undersigned)

NOTARY PUBLIC (CLERK OR JUDGE)

Address: _____ Phone: _____

City: _____ State: _____

Zip: _____

PROPOSAL

TO: Grant County Commissioners
Grant 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:

**Grant County
Construction of Bridge Project
Bridge over Sand Creek
27E0090N2770009**

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 Grant 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
Grant County
Construction of Bridge Project
Bridge over Sand Creek
27E0090N2770009

BRIDGE OVER SAND CREEK PAY QUANTITIES					
Item	Description	Units	Quantity	Unit Price	Total Price
1	Bridge Construction Labor	L. SUM	1		
2	Concrete & Finishing	C.Y.	34.0		

TOTAL BID _____

Item	Description	Units	Unit Price
3	Pile Driving Beyond Plan Quantity*	L.F.	
*Used to establish a price for driving pile beyond plan quantity. Includes the cost of pile splicing. This item is not to be included in the TOTAL BID Price.			

PROPOSAL

A Bidder's Bond, Certified or Cashier's Check is enclosed in the amount of \$ _____, as required.

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 GRANT 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

By: _____

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:

(if none, so state)

Further, Affiant saith not.

Signature of Authorized Agent

Title (printed)

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

(SEAL)

My commission expires:

Notary Public

CONSTRUCTION CONTRACT

This Contract is made and entered into this _____ day of _____, 20____, by and between Grant County, Oklahoma hereinafter called "County" and _____, a(n) _____, hereinafter called "Contractor."

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:

**Grant County
Construction of Bridge Project
Bridge over Sand Creek
27E0090N2770009**

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. Incorporation of Bidding Documents. 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."

2. Engagement of Contractor. 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. 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. Payments to Contractor. 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. Bargaining. 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. Third Party Beneficiaries. 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 certified mail, return receipt requested, and directed to the respective parties at the following addresses:

If to the County:

If to Contractor:

Grant County Commissioners

Grant County Courthouse, 112 E Guthrie RM 104

Medford, OK 73759

or at such other address as a party shall specify by like notice to the other party hereto. Notices shall be effective on the date of delivery.

- 8. Counterparts. This Contract may be executed in any number of counterparts, and when each party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Contract shall not be binding upon the parties hereto until signed by all of the parties.
- 9. Integration and Amendments. 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 and any successors and assigns of the parties.
- 11. Severability. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the day and year last written below.

Date: _____

Grant County Commissioners,

Chairman

(SEAL)

ATTEST:

County Clerk

Approved as to form:

District Attorney

Date: _____

_____,
a(n) _____

Signature

Printed Name

Title

ATTEST:

Secretary and/or Witness

State of Oklahoma)
) ss.
County of _____)

_____, of lawful age, being first duly sworn, on oath, says that (s)he is the agent authorized by the Contractor to submit the above Contract to Grant County. Affiant further states that Contractor has not paid, given or donated, or agreed to pay give or donate to any officer or employee of Grant County, any money or other valuable thing, either directly or indirectly, in the procuring of this Contract.

Signature

Printed Name/Title

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

(SEAL)

Notary Public

My Commission Expires: _____

My Commission Number: _____

MAINTENANCE BOND

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 unto Grant County, in the penal sum of _____ Dollars (\$_____) in lawful money of the United States of America, said sum being the contract price, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 20_____.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written contract with Grant County, dated _____, 20_____, for:

**Grant County
Construction of Bridge Project
Bridge over Sand Creek
27E0090N2770009**

all in compliance with the plans and specifications therefor, made a part of said contract and on file in the Office of the County Clerk, located in the County Courthouse Building in Medford, Oklahoma.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to Grant County, Oklahoma, all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of one (1) year from and after acceptance of said project by Grant County, Oklahoma; then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that 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 sureties, or any of them, from the obligations of this bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the same Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in- fact, duly authorized so to do, the day and year first above written.

Principal:

By: _____

Title

(SEAL)
ATTEST:

Secretary

Surety:

By: _____

Attorney-in-Fact

PERFORMANCE BOND

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 Grant
County, Oklahoma, in the penal sum of _____ Dollars (\$ _____)
in lawful money of the United States of America, for the payment of which, well and truly to be made, we
bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns,
jointly and severally, firmly by these presents.

Dated this _____ day of _____, 20____.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written contract with Grant County Oklahoma,
dated _____, 20____, for:

**Grant County
Construction of Bridge Project
Bridge over Sand Creek
27E0090N2770009**

all in compliance with the plans and specifications therefor, made a part of said contract and on file in the
Office of the County Clerk, located in the County Courthouse Building in Medford, Oklahoma.

NOW, THEREFORE, if said Principal shall in all particulars, well, truly, and faithfully perform and
abide by said contract and each and every covenant, condition, and part thereof and shall fulfill all
obligations resting upon said principal by the terms of said contract and specifications and if said principal
shall protect and save harmless Grant County, Oklahoma from any pecuniary loss resulting from the breach
of any of the items, covenants and conditions of said contract resting upon said principal, then this obligation
shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that 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 sureties, or any of them, from the obligations of this bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name
and its corporate seal to be hereunto affixed by its duly authorized officers, and the same Surety has caused
these presents to be executed in its name and its corporate seal to be hereunto affixed by its
attorney-in-fact, duly authorized so to do, the day and year first above written.

Principal:

By: _____

Title

(SEAL)
ATTEST:

Secretary

Surety:

By: _____

Attorney-in-Fact

STATUTORY BOND

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 unto Grant
County, Oklahoma, in the penal sum of _____ Dollars (\$_____) in
lawful money of the United States of America, for the payment of which, well and truly to be made, we
bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns,
jointly and severally, firmly by these presents.

Dated this _____ day of _____, 20_____.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with Grant County Oklahoma,
dated _____, 20_____, for:

**Grant County
Construction of Bridge Project
Bridge over Sand Creek
27E0090N2770009**

all in compliance with the plans and specifications therefor, made a part of said contract and on file in the
Office of the County Clerk, located in the County Courthouse Building in Medford, Oklahoma.

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said
Principal or subcontractors of said Principal who performs work in the performance of such contract, for
labor and materials and repairs to and parts of equipment used and consumed in the performance of said
contract within thirty (30) days after the same becomes due and payable, the person, firm, or corporation
entitled thereto may sue and recover on this bond, the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that 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 sureties, or any of them, from the obligations of this bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name
and its corporate seal to be hereunto affixed by its duly authorized officers, and the same Surety has caused
these presents to be executed in its name and its corporate seal to be hereunto affixed by its
attorney-in-fact, duly authorized so to do, the day and year first above written.

Principal:

By: _____

Title

(SEAL)
ATTEST:

Secretary

Surety:

By: _____

Attorney-in-Fact

NOTICE TO PROCEED

TO:

FROM: Grant County Commissioners, Grant County, Oklahoma

YOU ARE HEREBY NOTIFIED that all contract documents have been executed and accepted in relation to the contract on

**Grant County
Construction of Bridge Project
Bridge over Sand Creek
27E0090N2770009**

entered into on the ___ day of _____, 20 ____, by and between the County and _____ and that work may now be commenced in accordance with said Contract. With a contract time of 120 calendar days, the completion date is the ___ day of _____, ____.

DATED at Grant County, Oklahoma this ___ day of _____, 20 ____.

Grant County Commissioners, Grant County, Oklahoma

By: _____
Chairman

cc: County Clerk

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.

**Grant County
Construction of Bridge Project
Bridge over Sand Creek
27E0090N2770009**

Project Name

Project No.

Signature - Contractor or Supplier

Company Name (Print or Type)

Address

City, State, Zip

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

_____, Notary Public

My Commission Expires: _____