### NOTICE TO BIDDER BID #008-2022

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 Lynch Creek 27E0150N2830003 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: <a href="www.grantcountyok.com">www.grantcountyok.com</a> or can be obtained by emailing Cindy Pratt, County Clerk at: <a href="mailto:cpratt@grant.okcounties.org">cpratt@grant.okcounties.org</a>

The Bidders shall submit their bid on the official proposal form furnished. The bid envelope shall be clearly marked "SEALED BID #008-2022" 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 008-2022. 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

Attest:

Steve Stinson, Chairman

Graig A. Fredrick, Vice-Chairman

Max L. Hess, Member

Cindy Pratt, County Clerk 1St Deputy

# CONTRACT DOCUMENTS AND PLANS AND SPECIFICATIONS

for

**Grant County** 

**Construction of Bridge Project** 

Bridge over Lynch Creek

27E0150N2830003

Prepared for

**Grant County** 

February 2022

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\* Technical Specifications

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

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

## **INVITATION TO BID**

Page 1 of 2	
D DELIVERY DATE	TE
s after award of Purchase	chase
DELIVERY:	
ice Total	otal
	DELIVERY DA after award of Pur ELIVERY:

#### 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.
- 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 Signature of Under	Title: signed)
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 Lynch Creek 27E0150N2830003

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 Lynch Creek 27E0150N2830003

BRIDGE OVER LYNCH CREEK PAY QUANTITIES						
ltem	Description	Units	Quantity	Unit Price	Total Price	
1	Bridge Construction Labor	L. SUM	1			
2	Concrete & Finishing	C.Y.	50.0			

TOTAL BID			

Item	Description	Units	Unit Price
3	Pile Driving Beyond Plan Quantity*	L.F.	

<sup>\*</sup>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 required.	enclosed in the amount of \$	, as
STATE OF) SS: COUNTY OF)		
COUNTY OF)		
; of	lawful age, being first duly sworn, upo	on his oath, deposes
and says, that he executed the accompanying be construction of the above improvement in GRAN to do and that the bidder has not been a party to competition by agreement to bid at a fixed price official or employee as to quantity, quality, or priprospective contract; or in any discussions betweexchange of money or other thing of value for sphase neither directly nor indirectly entered into arbidders, having for its object the controlling of the bids or bidders, the parceling or farming out to a contract or any part of the profits thereof and the public improvement to any person whatsoever, interest with him in said bid or bids, until after the	AT COUNTY, OKLAHOMA, that he had any collusion among bidders in restror to refrain from bidding; or with any ce in the prospective contract, or any een bidders and any State or County pecial consideration in the letting of any agreement, express or implied, with a price or amount of such bid or bids any bidder or bidders, or other personal the has not and will not divulge the except those having a partnership or	ad lawful authority so raint of freedom of a State or County other terms of said officials concerning contract; said bidder h any bidder or so, the limiting of the sealed bid on such
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

STATE OF	)			
COUNTY OF	) ss: )			
	_ (Contractor's Authorized	Agent), of lawful age,		
being first duly sworn upon his/her oath, stat	es:			
1. I am the duly authorized agent of Company Name), the bidder submitt purpose of certifying the facts perta among bidders or between bidders at pertaining to the giving or offering of special consideration in the award of document;	ining to the existence or no ad municipal officials or em things of value to governme	onexistence of collusion ployees, as well as facts nt personnel in return for		
<ol><li>I am fully aware of the facts and circu been personally and directly involved bid;</li></ol>				
3. Neither the bidder nor anyone subject to: Any collusion among bidders to bid at a fixed price or to refrain from employee as to quantity, quality, or pother terms of such bid or contemplat any county official or employee conceptor special consideration in the award	restrain the freedom of compare bidding; Any collusion wis brice in the bid or contemplated contract; nor any discussioning the exchange of mone	petition by agreement to th any county official or ted contract, or as to any ons between bidders and by or other thing of value		
Further, Affiant saith not.				
	Signature of Authori	zed Agent		
	Title (printed)			
Subscribed and sworn to before me this	day of	, 20		
(SEAL) My commission expires:				
	Notary Public			

# BUSINESS RELATIONSHIP AFFIDAVIT

To Accompany Contractor's Bid

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

(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

			CONSTRUCT	ION CONTRA	CI	
This	Contract i	s made and e	ntered into this	day of		, 20 , by and
between	Grant	County,	Oklahoma -	hereinafter	called	, 20, by and "County and
		_				
hereinafter ca	lled "Cont	ractor."				
			WITNES	SETH		
Okla. Stat. §§	101 et se ain plans,	q. (hereinafter specifications	collectively refer	red to as "state l	aw"), the Co	dding act of 1974, 61 unty has caused to be Documents") for the
Documents as	nd has cau		on to Bid to be gi			ted all of said Bidding ceived sealed bids for
as outlined ar Contract; and		. Е	Grant Construction of E Bridge over Ly 27E0150N2 Documents and	Bridge Projec /nch Creek 2830003		and provisions of this
						to the County, in the
canvassed the	bids subm	nitted and has o		clared the above		ppened, examined and ractor to be the lowest
WHE the bid, to-wi		e County has d	luly awarded this	Contract to said	Contractor, f	or the sum named in
		Dollars and	Cents spelled or	ıt here (\$	. ).	
stated and in	considerati	ion of the mutu		h will accrue to th		and conditions herein e sufficiency of which

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."

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

	Grant County Commissioners	*******		
	Grant County Courthouse, 112 E Guthrie RM	<b>/</b> 104		
	Medford, OK 73759			
	or at such other address as a party shall spe shall be effective on the date of delivery.	cify by like notice to the other party hereto. Notices		
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 part	ies 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.			
and ye	IN WITNESS WHEREOF, the parties heret ear last written below.	o have caused this Contract to be executed on the day		
Date:		Grant County Commissioners,		
(SEA	L)	Chairman		
ATTE	EST:			
Count	ty Clerk			

If to Contractor:

If to the County:

Approved as to form:	
District Attorney	
Date:	a(n),
	Signature
	Printed Name
ATTEST:	Title
Secretary and/or Witness	
agent authorized by the Contractor to submit the ab that Contractor has not paid, given or donated, or ag	e, being first duly sworn, on oath, says that (s)he is the sove Contract to Grant County. Affiant further states greed to pay give or donate to any officer or employee g, either directly or indirectly, in the procuring of this
	Signature
	Printed Name/Title
Subscribed and sworn to before me this	day of
(SEAL)	Notary Public
My Commission Expires:	

# **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	e of Oklahoma, as Surety, are held firmly boun	d unto Grant
County, in the penal sum of	Dollars (\$	) in
lawful money of the United States of America, s		
well and truly to be made, we bind ourselves an		ors, trustees,
successors, and assigns, jointly and severally, f		
Dated this day of The condition of this obligation is such th	, ZU	
WHEREAS, said Principal entered into a written	contract with Grant County, dated	
20, for:	contract with Grant County, dated	1
Gr	ant County	
	on of Bridge Project	
	over Lynch Creek	
<del>-</del>	150N2830003	
210	130142030003	
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 Count		
•	•	
	all pay or cause to be paid to Grant County, O	
damage, loss, and expense which may result		
connection with said work, occurring within a	period of one (1) year from and after accepta	ance of said
project by Grant County, Oklahoma; then this o	bligation shall be null and void, otherwise to be	and remain
in full force and effect.		
It is further expressly agreed and unders	tood by the parties hereto that no changes or a	alterations in
said contract and no deviations from the plan		
releasing the sureties, or any of them, from the		,,,,,,,,
	Ť	
	ipal has caused these presents to be executed	
and its corporate seal to be hereunto affixed by it	ts 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:	
(OF AL)	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 ate of Oklahoma, as Surety, are held firmly bound Grant
, and authorized to transact business in the Sta	ate 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	Dollars (\$), for the payment of which, well and truly to be made, we
bind ourselves and each of us, our heirs, exec	utors, administrators, trustees, successors, and assigns,
jointly and severally, firmly by these presents.	
Dated this day of	, 20
Dated this day of The condition of this obligation is such that	at;
WHEREAS, said Principal entered into a	written contract with Grant County Oklahoma,
dated, 20,	
Cwa	ant County
	ant County n of Bridge Project
	ver Lynch Creek
27E01	150N2830003
all in compliance with the plans and specification	ns therefor, made a part of said contract and on file in the
Office of the County Clerk, located in the County	
NOW THERETORE IS said Data to Laborate to	-11 to -11 a satisfactor and today and folderable made and
	all in all particulars, well, truly, and faithfully perform and
abide by said contract and each and every c	covenant, condition, and part thereof and shall fulfill all
obligations resting upon said principal by the ten	ms of said contract and specifications and if said principal
	klahoma from any pecuniary loss resulting from the breach
	aid contract resting upon said principal, then this obligation
shall be null and void, otherwise to be and remain	in this tolde and effect.
	ood by the parties hereto that no changes or alterations in
	r mode of procedure herein fixed shall have the effect of
releasing the sureties, or any of them, from the o	obligations of this bond.
IN MUTALECO MULEDEOE Has said Dringin	nal has account these presents to be available in its name
	pal has caused these presents to be executed in its name
	s 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.	
attorney-in-ract, duly authorized so to do, the da	y and year first above written.
	Principal:
	By:
	By:
(SEAL)	Hito
ATTEST:	
7111201.	_
Secretary	
	Surety:
	By:
	Attorney-in-Fact

# 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 State of Oklahoma, as Surety, are held firmly bound unto Grant County, Oklahoma, in the penal sum of Dollars (\$		
Gra	ant County	
	n of Bridge Project	
Bridge ov	ver Lynch Creek I50N2830003	
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:	
(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 Lynch Creek 27E0150N2830003		
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 calendar days, the completion		
date is the day of		
DATED at Grant County, Oklahoma this day of, 20		
Grant County Commissioners, Grant County, Oklahoma		
Bv.		
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 Lynch Creek 27E0150N2830003

Project Name	·····
David Aller	
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
10000	, Notary Public
My Commission Expires:	