



KINGFISHER COUNTY COMMISSIONERS

Jeff Moss, District 1
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Phone: (405) 375-3808
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Kingfisher County Courthouse
101 S. Main, Room #9
Kingfisher, OK 73750

February 5, 2024

Bid # 6.23.24

NOTICE TO BIDDERS

Notice is hereby given that the Board of County Commissioners of Kingfisher County will receive sealed bids for a Grounds/Landscaping Service Agreement at the Kingfisher County Courthouse.

Bids will be accepted at the Kingfisher County Courthouse in the Office of the County Clerk until 4:00pm on the 1st day of March 2024 to be opened at their regular meeting of March 4th, 2024.

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.

The successful bidder is required 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, it shall accompany the sealed proposal of each bidder. Please contact Kingfisher County Engineer's office for any questions at 405-375-3820. Please contact Kingfisher County Clerk's office for bid results at 405-375-3887.

Board of County Commissioners
Kingfisher County Courthouse
Kingfisher, Oklahoma

CHAIRMAN: *Heath Dobrovonly*
Heath Dobrovonly

MEMBER: *Jeff Moss*
Jeff Moss

MEMBER: *Ray Shimanek*
Ray Shimanek

ATTEST:

Jeanne Bowers

COUNTY CLERK



Statement of Work

General: The Bidder should bid labor and materials necessary for a one (1) year service agreement. Bidder to perform all Grounds/Landscaping Service duties. Bidder assumes all responsibilities for planning, scheduling and managing Landscaping personnel.

Sec 1. Removal of damaged roadway - N/A

Sec 2. Subgrade Testing - N/A

Section 3 Aggregate Base - N/A

Section 4. Concrete - N/A

Section 5 Traffic Control - N/A

Section 6 Pavement Marking - N/A

Sec 7. Insurance

The contractor shall not commence work under this contract until he has obtained all insurance required under these specifications and such insurance has been approved by the owner, nor shall the contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

Compensation and Death Liability Insurance. The contractor shall maintain during the life of this contract Workmen's Compensation Insurance as prescribed by the laws of the State of Oklahoma and Employer's Liability Insurance in the amount not less than **One Hundred Thousand Dollars (\$100,000.00)** for all his employees at the site of the project, and, in case any work is sublet the contractor shall require subcontractors similarly to provide Workmen's Compensation and Employer's Liability Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the contractor. In the event any class of employees engaged in hazardous work performed under this contract at the site of the project is not protected under this insurance heretofore mentioned, the contractor shall provide, and shall cause each subcontractor to provide, adequate insurance for the protection of his employees not otherwise protected.

Public Liability and Property Damage Insurance.

(a) The contractor and/or subcontractor shall maintain during the life of this contract such Public Liability and Property Damage Insurance as will protect him from claims for damages for bodily injury, including accidental death, as well as from claims from property damages, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

Bodily Injury Liability and Property Damage Liability: Limits shall be carried in the amounts of **not less than \$300,000.00** for any claim or to any claimant who has more than one claim for loss arising out of a single accident or occurrence; and not less than \$300,000.00 to any claimant for his claim for any other loss arising out of a single accident or occurrence; and not less than \$1,000,000.00 for any number of claims arising out of a single occurrence or accident.

(b) Contractor shall provide Owner's Protection Liability Insurance with this owner as the named insured, and the Engineers as additional insured, to protect the owner and Engineers against claims arising out of operations of contractors and other independent contractors, as well as omissions of supervisory acts of the owner and Engineers in connection with the performance of the contract covered by these specifications in the following minimum accounts:

Bodily Injury Liability and Property Damage Liability: Limits shall be carried in the amounts of **not less than \$300,000.00** for any claim or claimant who has more than one claim for loss arising out of a single accident or occurrence; and not less than \$300,000.00 to any claimant for his claim for any other loss arising out of a single accident or occurrence; and not less than \$1,000,000.00 for any number of claims arising out of a single occurrence or accident.

(c) The policies of insurance shall be executed by an insurance or indemnity carrier authorized to do business in the State of Oklahoma.

(d) Before awarding a contract, the owner will be furnished a binder or certificate of insurance showing the coverage to be in effect.

Proof and Carriage of Insurance. The contractor shall furnish the owner with satisfactory proof of carriage of the insurance required.

Sec. 8 Damage Claims

The contractor and his surety shall defend, indemnify and save harmless the owner and all its officers, agents and employees from all suits, action or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property by or from the said contractor or his employees or by or in consequence or any negligence in safeguarding the work or through the use of unacceptable materials in constructing the work or by or on account of any act or omission, neglect or misconduct of the said contractor or by or on account of any claim or amounts recovered by any infringement of patent, trademark or copy right, or from any claims or amounts arising or recovered under the Workman's Compensation Law or any other law, ordinance, order or decree and so much of the money due the said contractor under and by virtue of his contract as shall be considered necessary by the owner may be retained for the use of the owner or in case no money is due, his surety shall be held until such suits or suit, action or actions, claim or claims for injury or damage as aforesaid shall have been settled and satisfactory evidence to that effect furnished to the owner.

Contractor's Claim for Damages. Should the contractor claim compensation for any alleged damage by reason of the acts or omissions of the owner, he shall within ten (10) days after the sustaining of such damage, make a written statement to the Board setting out in detail the nature of the alleged damage. On or before the 25th day of the month succeeding that in which any such damage is claimed to have been sustained, the contractor shall file with the Board an itemized statement of the details and amount of such damage and upon request shall give the Board access to all books of account, receipts, vouchers, bills of lading and other books or papers containing any evidence as to the amount of such damage. Unless such statement shall be filed as herein required, the contractor's claim for compensation shall be waived and he shall not be entitled to payment on account of any such damage.

Sec. 9 Prosecution of Work

The contractor shall begin the work to be performed under the contract within the time limit stated in the advertisement, proposal and contract, and shall conduct the work in such a manner with sufficient equipment, materials and labor as is necessary to insure its completion within the time limit set forth in the advertisement, proposal and contract. The sequence of all construction operations shall at all times be as directed by or approved by the Board or designee. Should the prosecution of the work for any reason be discontinued by the contractor, he shall notify the Board or designee at least twenty-four (24) hours in advance of resuming operations.

Limitation of Operation. The contractor shall conduct his work so as to create a minimum amount of inconvenience to the public.

Character of Workmen and Equipment. The contractor shall employ such superintendents, foremen and workmen as are careful and competent and the Board may demand the dismissal of any person or persons employed by the contractor, in, about or on the work who shall misconduct himself of being incompetent or negligent in the proper performance of his or their duties or neglect or refuse to comply with the directions of the Board, and such person or persons shall not be employed again thereon without the written consent of the Board. Should the contractor continue to employ or again employ such person or persons without the written consent of the Board, then the Board may withhold all estimates which are or may become due or may suspend work until such orders are complied with.

All workmen shall have sufficient skill and experience to properly perform the work assigned them. All workmen engaged on special work or skilled work or in any trade shall have sufficient experience in such work to properly and satisfactorily perform it and operate the equipment involved, and shall make due and proper effort to execute the work in the manner prescribed in these specifications. Otherwise, the Board may take action as above prescribed.

The contractor shall furnish such equipment as is considered necessary for the prosecution of the work in an acceptable manner and at a satisfactory rate of progress. All equipment, supplies used for handling materials and executing any part of the work shall be subject to the approval of the Engineer and shall be maintained in a satisfactory working condition. Equipment on any portion of the work shall be such that no injury to the work or adjacent property will result from its use.

Day's Work; Working Hours. Work shall be done only during regular and commonly accepted and prescribed working hours.

Time of Commencement and Completion. The contractor shall commence work within the time specified in the advertisement, proposal or contract and the rate of progress shall be such that the whole work will be performed and the premises cleaned up in accordance with the contract.

Suspension of Work and Annulment of Contract. The work or any portion of the work under contract shall be suspended immediately, on written order of the Board, a copy of such notice to be served upon the contractor's surety, or the contract may be annulled by the owner, for any good cause or causes, among others of which special reference is made to the following:

- (a) Failure of the contractor to start the work within the time limit specified.
- (b) Substantial evidence that the progress being made by the contractor is insufficient to complete the work within the specified time.
- (c) Failure of the contractor to provide sufficient and proper equipment for properly executing the work.
- (d) Deliberate failure on the part of the contractor to observe any requirements of these specifications or to comply with any orders given by the Board or designee, as provided for in these specifications.
- (e) Failure of the contractor promptly to make good any defects in materials or workmanship or any defects of any other nature, the correction of which has been directed in writing by the Board.

- (f) Substantial evidence of collusion for the purpose of illegally procuring a contract or perpetrating fraud on the owner in the construction of work under contract.

When work is suspended for any one of the causes itemized above, or for any other cause or causes, the contractor shall discontinue the work or such part thereof as the owner shall designate, whereupon the surety may, at its option, assume the contract or that portion thereof which the owner has ordered the contractor to discontinue and may perform the same or may, with the written consent of the Engineer, approved by the Board, sublet the work or portion of the work so taken over; provided, however, that the surety shall exercise its option, if at all, within two (2) weeks after the written notice to discontinue work has been served upon the contractor and upon the surety or its authorized agent. The surety, in such event, shall assume the contractor's place in all respects and shall be paid by the owner for all work performed by it in accordance with the terms of the contract and, if the surety, under the provisions hereof, shall assume said entire contract, all monies remaining due the contractor at the time of his default shall thereupon become due and payable to the surety as the work progresses, subject to all the terms of the contract.

In the event the surety does not, within the time hereinbefore specified, exercise its right and option to assume the contract, or that portion thereof which the owner has ordered the contractor to discontinue, then the owner shall have the power to complete, by contract or otherwise as it may determine, the work herein described, or such part thereof as it may deem necessary, and the contractor hereby agrees that the owner shall have the right to take possession of and use any of the materials, plant, tools, equipment, supplies, and property of every kind provided by the contractor for the purpose of his work and to procure other tools, equipment and materials for the completion of the same, and to charge to the account of the contractor the expense of said contract for labor, materials, tools, equipment and expenses incident thereto. The expense so charged shall be deducted by the owner out of such monies as may be due or may at any time thereafter become due the contractor under and by virtue of the contract or any part thereof. The owner shall not be required to obtain the lowest bid for the work of completing the contract but the expense to be deducted shall be the actual cost of such work. In case such expense is less than the sum which would have been payable under the contract, if the same had been completed by the contractor, the balance shall operate as liquidated damages, as hereinabove set out. In case such expense shall exceed the amount which would have been payable under the contract, if the same had been completed by the contractor then the contractor and his surety shall pay the amount of such excess to the owner on notice from the owner of the excess so due. When any particular part of the work is being carried on by the owner by contract or otherwise under the provisions of this section, the contractor shall continue the remainder of the work in conformity with the terms of the contract and in such manner as in no wise to hinder or interfere with the performance of workmen employed as above provided by the owner.

Termination of Contract. The contract will be considered fulfilled, save as provided in any bond or bonds or by law, when all the work has been completed, the final inspection made by the Engineer, and final acceptance and final payment made by the owner.

Sec. 10 Payment

Schedule of Values Contractors will submit monthly schedule of unit prices of various parts of the work within ten (10) days after the contract is awarded. Schedule shall be a complete breakdown of labor and materials required for the job showing quantities and unit prices. The whole aggregating the total monthly sum of the contract. The schedule when approved by the Board shall be used as a basis for monthly payments to the contractor. In applying for payments the contractor's statement shall be broken down in conformity with this schedule.

Scope of Payment. The contractor shall receive and accept the compensation as herein provided, monthly as invoiced for full payment for furnishing all labor, materials, equipment and incidentals, for performing all work contemplated and embraced under the contract; for all loss of damage arising out of the nature of the work or from the action of the elements, for any unforeseen defects or obstructions which may arise or be encountered during the prosecution of the work and before its final acceptance by the Board; for all risks of every description connected with the prosecution of the work; for all expenses incurred by or in consequence of suspension of discontinuance of such

prosecution of the work as herein specified; for any infringement of patents, trademarks or copyrights and for completing the work in an acceptable manner according to the plans and specifications.

The payment of any current or partial estimate prior to final acceptance of the work by the owner shall in no way constitute an acknowledgement of the acceptance of the work nor in any way prejudice or affect the obligation of the contractor to repair, correct, renew, or replace at his expense any defects or imperfections in the construction of the work under the contract and its appurtenances nor any damage due to or attributed to such defects, which defects, imperfections or damage shall have been discovered on or before the final inspection and acceptance of the work. The Board shall be the sole judge of such defects, imperfections or damage and the contractor shall be liable to the owner for failure to correct the same as provided herein.

Payment for Extra Work. The extra work done by the contractor as authorized and approved by the Board, will be paid for in the manner hereinafter described and the compensation thus provided shall be accepted by the contractor as payment in full for all labor, materials, tools, equipment and incidentals, and all superintendents and timekeepers services, all insurance and all other overhead expense incurred in the prosecution of the extra work.

Payment for extra work will be made by one or more of the following methods:

- (a) Unit prices agreed on in writing by the Board and the contractor and approved by the Board before said work is commenced, subject to all other conditions of the contract.
- (b) A lump sum price agreed on in writing by the Board and the contractor and approved by the Board before said work is commenced, subject to all other conditions of the contract.
- (c) The actual cost including labor, materials, tools, equipment and field supervision of such extra work plus fifteen percent (15%) which fifteen percent (15%) is hereby understood and agreed to include all overhead expense and profits, when agreed upon in writing by the Board and the contractor, and approved by the Board before said work is commenced; subject to all other conditions of the contract.

NOTICE: All Bidders must complete a Statement of Non-Collusion, Work Comp. and Liability coverage.

PROPOSAL

Kingfisher County Courthouse Grounds/Landscaping Service Agreement

The proposed Grounds/Landscaping Service Agreement consists of the following:

- The Bidder should bid labor and materials necessary to complete this project.
- Bidder must complete all scheduled landscaping on time and respond promptly to any service issues.
- Bidder must provide a service agreement contract that will be approved by Kingfisher Board of County Commissioners and the Kingfisher ADA. The successful bidder is required to show certificates of Insurance, its limits, and Workers Compensation Insurance.
- The season referred to will be from May 1st to November 1st

Service (to include the entire property)	Visits Per Season	Visit Price	Season Price
Mowing, Trimming & Blowing	22		
Bed Weeding	10		
Shrub Pruning	10		
Hard Surface Vegetation Control	11		
Miscellaneous Debris Control (to include the outdoor stairwell)	22		

NOTICE TO PROCEED

TO:

FROM: Kingfisher County Commissioners, Kingfisher County, Oklahoma

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

**Kingfisher County Courthouse
Grounds/Landscaping Service Agreement**

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 (1 year) 365 calendar days, the completion date is the ___ day of

, 20 ____.

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

Kingfisher County Commissioners, Kingfisher County, Oklahoma

By: _____

Chairman

cc: County Clerk

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 Courthouse
Grounds/Landscaping Service Agreement**

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 with certificates of Insurance, its limits, and Workers Compensation Insurance 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 Commissioner/or designee 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 **365** 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.

Signature - Contractor or Supplier

Company Name (Print or Type)

Address

City, State, Zip

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

State of Oklahoma) SS

County of Kingfisher)

_____, lawful age, being first duly sworn, on oath says, that (s)he is the agent authorized by the bidder to submit the attached 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 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 county official concerning exchange of money or other thing of value for special consideration in the letting of contract.

Bidder:

Name:

Address:

Phone Number:

Signature

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

Notary Public (or Clerk or Judge)

My commission expires: _____

Note:

Each competitive bid submitted to a county, school district or municipality must be accompanied with the above Affidavit as required by 61 Okla. St. Ann. 138



KINGFISHER COUNTY COMMISSIONERS

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Kingfisher County Courthouse
101 S. Main, Room #9
Kingfisher, OK 73750

February 9, 2024

In re: Courthouse Landscaping Bid #6-23-24

To all Bidders,

This is an addendum for the Courthouse Landscaping project. The bid will need to include:

- Spring and Fall annual flowers in the two flower beds
- A Spring mulch touch up
- Any necessary sprinkler repairs
- The Mowing, Trimming & Blowing needs to include weeding and fertilizer.

These changes to the specifications are approved by the Commissioners of Kingfisher County and will go into effect immediately. Copies of this amended specification will be sent to all vendors on the vendor list identified in the notice to bid and will also be available in the Kingfisher County Clerk's office: 405-375-3887 and the Kingfisher County website, kingfisher.okcounties.org.

Board of County Commissioners
Kingfisher County Courthouse
Kingfisher, Oklahoma

CHAIRMAN: _____


Heath Dobrovolny

ATTEST:


COUNTY CLERK

