



# KINGFISHER COUNTY COMMISSIONERS

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

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

August 1, 2022

*Bid # 4-22-23*

## NOTICE TO BIDDERS

Notice is hereby given that the Board of County Commissioners of Kingfisher County will receive sealed bids for **labor and materials** for the removal of old fence and install of new fencing and gate for Chisholm Trail Museum located at 605 Zellers Ave., Kingfisher, OK 73750. Bids will be accepted at the Kingfisher County Courthouse in the Office of the County Clerk until 4:00pm on the 26<sup>th</sup> day of August, 2022 to be opened at their regular meeting of August 29<sup>th</sup>, 2022.

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

The Board of County Commissioners reserves the right to reject any or all bids. All bidders must complete a statement of non-collusion. 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 Dobrovolny*  
Heath Dobrovolny

ATTEST:

MEMBER: *Dennis Haelkes*  
~~Jeff Moss~~ District 1 Foreman

MEMBER: *Ray Shimanek*  
Ray Shimanek

*Glammi Jones*  
COUNTY CLERK  




**Project Scope:**  
Replace North Fence – Approximately 670'. (Indicated in Yellow) Install new gate between existing structures. Approximately 13'. (Indicated in Orange) Demolition and removal of South Fence to east corner of implement building – Approximately 533'. (Indicated in Red) Section in Blue to remain. Bidder shall verify all measurements.

**Chisholm Trail Museum 2022 Fence Scope**  
Chisholm Trail Museum – 605 Zellers Ave., Kingfisher, OK 73750

**Scope:** Replace North Fence – Approximately 670'. (Indicated in Yellow) Install new gate between existing structures. Approximately 13'. (Indicated in Orange)  
Demolition and removal of South Fence to east corner of implement building – Approximately 533'. (Indicated in Red) Section in Blue to remain.  
Bidder shall verify all measurements.

**Pre bid meeting** will be August 15, 2022 10:30 AM at Chisholm Trail Museum, 605 Zellers Ave., Kingfisher, OK 73750.

For more information you may contact: Jason Harris at 405-375-5176, or at [jharris@ctmok.com](mailto:jharris@ctmok.com)

**General:**

- Contractor to purchase, provide, and install all materials to complete project.
- Site is open to the public and contractor shall secure all construction materials.
- Contractor shall coordinate schedule and questions with site director.
- Contractor to provide proof of \$1,000,000 liability insurance and workers compensation coverage.

**Project:**

- Remove and dispose of approximately 670' of existing wooden cedar fencing as indicated in yellow.
- Reset and fix any structurally compromised fence posts including existing brackets. (Currently heavy steel oilfield pipe with welded brackets)
- Install new cedar fencing as indicated in specifications. Panels may be assembled on site.
- Replace existing pedestrian gate located on northwest corner of museum that connects to existing fence.
- Install new 6' tall lockable sliding or bipanel wrought iron or steel gate between existing museum building and implement building as indicated in orange.
- Demo and dispose of approximately 533' of south fence from southwest corner of the property to the southeast corner of the metal implement building as indicated in red. Install new panel connection between existing implement building and existing fence.

**Specifications:**

- Fence panels shall be 8' cedar dog-ear style composed of 1"x6" slats with four (4) 2"x4" treated backer rails using existing brackets on posts.
- Nails shall be galvanized ring shank.
- All materials and work to meet or exceed industry standards.
- Bidder shall field verify all measurements and quantities.

**Notes:**

- Fence section indicated in blue shall remain in place and is not included in this project.
- The museum has coordinated with the city of Kingfisher utilities department to clear easement and fence row during demolition phase.

**NOTICE:** All Bidders must complete a Statement of Non-Collusion and include a Cashier's Check, a certified check, or a Surety Bond in the amount of five percent (5%) of the gross amount of base bid as a guaranty and must accompany the sealed bid proposal. Deposits will be returned to the unsuccessful bidders and successful bidders, upon awarding of the bid and a submission of a 100% Performance Bond, a 100% Statutory Bond, and a 100% Maintenance Bond.

**BID BOND**

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 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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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:  
\_\_\_\_\_

**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 Kingfisher 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 Kingfisher County Oklahoma, dated \_\_\_\_\_, 20\_\_\_\_\_, for:

**Kingfisher County  
Fencing for Chisholm Trail Museum**

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 Kingfisher, Oklahoma.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to Kingfisher 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 Kingfisher 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 Kingfisher 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 Kingfisher County Oklahoma, dated \_\_\_\_\_, 20\_\_\_\_, for:

**Kingfisher County  
Fencing for Chisholm Trail Museum**

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 Kingfisher, 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 Kingfisher 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 Kingfisher 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 Kingfisher County Oklahoma, dated \_\_\_\_\_, 20 \_\_\_\_\_, for:

**Kingfisher County  
Fencing for Chisholm Trail Museum**

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 Kingfisher, 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: 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  
Fencing for Chisholm Trail Museum**

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 \_\_\_\_\_, 20\_\_\_\_.

DATED at Kingfisher County, Oklahoma this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Kingfisher County Commissioners, Kingfisher 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.

**Kingfisher County  
Fencing for Chisholm Trail Museum**

\_\_\_\_\_  
**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: \_\_\_\_\_

## CONSTRUCTION CONTRACT

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Kingfisher County, Oklahoma hereinafter called "County and \_\_\_\_\_, 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:

#### **Kingfisher County Fencing for Chisholm Trail Museum**

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 completion of the work, but prior to the acceptance thereof by the County, it shall be the duty of the County Commissioner, or designee, 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.
  - b. 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:
Kingfisher County Commissioners Kingfisher County Courthouse, 101 South Main, Room#9 Kingfisher, OK 73750	

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: \_\_\_\_\_

Kingfisher 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 Kingfisher 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 Kingfisher 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: \_\_\_\_\_

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