



KINGFISHER COUNTY COMMISSIONERS

Jeff Moss, District 1
Ray Alan Shimanek, District 2
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Phone: (405) 375-3808
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Kingfisher County Courthouse
101 S. Main, Room #9
Kingfisher, OK 73750

May 8th, 2023

Bid # 21-22-23

NOTICE TO BIDDERS

Notice is hereby given that the Board of County Commissioners of Kingfisher County will receive sealed bids on labor and materials necessary for an asphalt overlay on county road NS2700 & EW770 for District 3. Bids will be accepted at the Kingfisher County Courthouse in the Office of the County Clerk until 4:00pm on the 2nd, day of June, 2023 to be opened at their regular meeting of June 5th, 2023.

Statement of Work and Specifications of the project to be bid are included in the bid packet and also available from the purchasing agent located in the Kingfisher County Clerk's office and the County Engineer's office. The Pre-Bid meeting will be at 10:00am on Thursday, May 25th, 2023 in the Commissioners office @ 101 S Main St, Kingfisher, OK 73750.

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

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

Board of County Commissioners
Kingfisher County Courthouse
Kingfisher, Oklahoma

CHAIRMAN: *[Signature]*
Heath Dobrovolny

ATTEST:

MEMBER: *[Signature]*
Jeff Moss

[Signature]

MEMBER: *[Signature]*
Ray Shimanek

COUNTY CLERK



Statement of Work

General: The Bidder should bid labor and materials necessary for a 3in asphalt overlay for approximately 5 miles of NS 2700 road, and a 3in overlay on adjacent 10th mile of EW 770 road to complete this project (this project will include a leveling course be performed before the overlay). The bidder shall provide all materials, labor, and equipment. All work must be done under the supervision of the County and the Kingfisher County Commissioners will perform a final inspection, in their respective district, of the road before accepting the work performed. Construction to be performed from date of Notice to Proceed, depending on weather and seasonal limitations, and completed within 90 days. All materials used and performance of work must adhere to ODOT Construction Specifications Manual, 2019 edition.

Section 1 Traffic Control

It will be the responsibility of the Contractor to supply and use traffic control devices for said project in accordance with ODOT specifications and the **Manual for Uniform Traffic Control Devices (MUTCD) Part 6 – Temporary Traffic Control**. The Contractor will ensure that all traffic control will provide the public with adequate warning of the construction area 24 hours a day, 7 days a week, and in all weather conditions through the duration of the project. Close adherence to traffic control guidelines is necessary for the safety of road crews and the motoring public.

Flaggers must be present at each end of the work zone and must use a Stop/Slow Paddle, no flags are allowed. Pilot cars will be used and must adhere to MUTCD standards for signage and warning lights.

Sec 2. 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. 3 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. 4 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. At any time when in the judgment of the Board the contractor has obstructed or closed or is carrying on operations on a greater portion of the street or public way than is necessary for the proper execution of the work, the Board may require the contractor to finish the section of work which is in progress before work is started on any additional section.

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, tools and machinery 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. No work shall be done nights, weekends or holidays recognized by the County unless a special order or permit is given by the Board to do so. The contractor shall observe all State laws and City ordinances governing the hours of work.

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, plans and specifications within the time limit, where such time limit is stated in the advertisement, proposal or contract, unless an extension of time be made in the manner hereinafter specified.

Extension of Time of Completion. The contractor shall be entitled to an extension of time, as provided herein only when claim for such extension is submitted to the Board in writing by the contractor within seven (7) days from and after the time when any alleged cause of delay shall occur and then only when such claim is approved by the Board. In adjusting the contract time for the completion of the projects, all strikes, lockouts, unusual delays in transportation or any condition over which the contractor has no control and also any suspensions ordered by the Board or designee for causes other than inclement weather, not the fault of the contractor shall be excluded from the computation of the contract time for completion of the work. If the satisfactory execution and completion of the contract should require work or materials in greater amount or quantities than those set forth in the contract, then the contract time shall automatically be increased in the same proportion as the cost of the additional work bears to the cost of the original work contracted for. No allowance shall be made for delays or suspension of the prosecution of the work due to the fault of the contractor or due to inclement weather.

Failure to Complete Work on Time. Time is of the essence in the completion of this Contract.

The parties agree that the County would suffer damages should the Contractor fail to complete work on time. The parties also agree that it would be impracticable and extremely difficult to fix actual damages for the Contractor's failure to complete work on time. For each calendar day that any work shall remain uncompleted after the time agreed upon in the proposal or the contract, or as automatically increased by additional work or materials ordered after the contract is signed, or the increased time granted by the owner for the completion of said work, the sum per day given in the following schedule, unless otherwise specified in the proposal or special provision, will be deducted from the monies due the contractor, not as a penalty but as liquidated damages.

<u>Amount of Contract</u>	<u>Amount of Liquidated Damages per Day</u>
Less than \$5,000.00	100.00
\$ 5,000.00 and less than \$ 15,000.00	150.00
\$ 15,000.00 and less than 25,000.00	200.00
\$ 25,000.00 and less than 50,000.00	250.00
\$ 50,000.00 and less than 100,000.00	300.00
\$100,000.00 and less than 1,000,000.00	500.00
\$1,000,000.00 and less than 3,000,000.00	800.00

The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty, but should be deemed, taken and treated as reasonable liquidated damages since it would be impracticable and extremely difficult to fix the actual damages.

Temporary Suspensions. The Board shall have the authority to suspend the work wholly or in part for such period or periods as he may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the suitable prosecution of the work.

If it should become necessary to stop work for an indefinite period, the contractor shall store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily nor become damaged in any way, and he shall take every precaution to prevent damage or deterioration of the work performed, and shall provide suitable drainage about the work and erect temporary structures where necessary.

The contractor shall not suspend work without written authority from the Board or designee and shall proceed with the work promptly when notified by the Board or designee to resume operations.

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. 5 Payment

Schedule of Values (for Lump Sum Contracts Only). Contractors will submit 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 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 in a lump sum full payment for furnishing all labor, materials, tools, 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 or 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.

Acceptance and Final Payment. All prior estimates, upon which payments have been made, are subject to necessary corrections or revisions in the final payments. The amount of this estimate, less any sums that have been deducted or retained under the provisions of the contract, will be paid to the contractor as soon as practicable after the final acceptance, provided the contractor has furnished to the owner satisfactory evidence that all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished for the purpose of such improvement have been paid or that the person or persons to whom the same may respectively be due have consented to such final payment.

The acceptance by the contractor of the last payment, as aforesaid, shall operate as and shall be a release to the owner from all claims or liability under the contract for anything done or furnished or relating to the work under the contract or for any act or neglect of said owner relating or connected with the contract.

END OF SECTION

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.

CONTRACT DOCUMENTS
AND
PLANS AND SPECIFICATIONS

for

**2023 Asphalt Overlay
Kingfisher County
District 3
NS-270 & EW-77
Bid No. 21-2023**

prepared for
Kingfisher County, District 3
Heath Dobrovlny, Commissioner

prepared by
Circuit Engineering District 8
2901 North Van Buren Street
Enid, OK 73703
580.237.4810

April 2023

TABLE OF CONTENTS

Invitation to Bid

Information for Bidders

Proposal

Non-Collusion Affidavit

Business Relationships Affidavit

Contract

Maintenance Bond

Performance Bond

Statutory Bond

Notice to Proceed

Invoice Affidavit

* Division I - General Provisions

* Division II - Special Provisions

* See ODOT 2019 Standard Specifications for Highway Construction

Kingfisher County, Oklahoma
COUNTY PURCHASING OFFICE
 Kingfisher County Courthouse
 101 South Main, Room 9
 Kingfisher, OK 73750
 Phone: 405-375-3887

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		BID CLOSING DATE AND HOUR Friday, June 2, 2023, 4:00 p.m.		REQUIRED DELIVERY DATE _____ Days after award of Purchase Order	
TERMS: Bidding documents shall be obtained from the County Clerk's office. Bids will be opened during the commissioners meeting on Monday, June 5, 2023 at 9:00 a.m.				DATE OF DELIVERY:	
Item	Quantity	Unit of Issue	Description	Unit Price	Total
			Kingfisher County District 3 – NS-270 & EW-77 2023 Asphalt Overlay Pre-Bid Meeting Mandatory Date: May 25, 2023 Time: 10:00 a.m. Location: 101 South Main, Room 9 Kingfisher, OK		

TERMS AND CONDITIONS

1. Sealed bids will be opened in the Commissioners Conference Room, Kingfisher County Courthouse, 101 South Main, Room xxx, Kingfisher, OK 73705 at the time and date shown on the invitation to bid form.
2. Late bids will not be considered. Bids must be received in sealed envelopes (one to an envelope) with bid number and closing date written on the outside of each envelope.
3. Unit prices will be guaranteed correct by the bidder.
4. Firm prices will be F.O.B. destination.
5. Purchases by Kingfisher County, Oklahoma are not subject to state or federal taxes.
6. This bid is submitted as a legal offer and any bid when accepted by the County constitutes a firm contract.
7. Oklahoma laws require each bidder submitting a bid to a county for goods or services to furnish a notarized sworn statement of non-collusion. A form is supplied below.
8. Bids will be firm until _____ .
(Date)

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

Subscribed and sworn before this _____ day
of _____, 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: The Board of 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:

**2023 Asphalt Overlay
Kingfisher County
District 3
NS-270 & EW-77**
Error! Reference source not found.

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 KINGFISHER 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 by _____. The Notice to Proceed shall become effective no later than _____.

The Contractor shall take out and maintain public liability insurance in accordance with Section 107.12 of the General Provisions of the Specifications. A copy of said Specifications is now on file in the Office of the County Clerk.

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

Accompanying this proposal is a proposal guaranty for 5% of the total bid, payable to KINGFISHER COUNTY, OKLAHOMA, 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

2023 Asphalt Overlay
Kingfisher County
District 3
NS-270 & EW-77 Error! Reference source not found.

No.	Description	Unit	Quantity	Unit Price	Total Price
1	Tack Coat	Gals.	11,336.00		
2	Superpave, Type S4 (PG 64-22 OK)	Ton	12,599.00		
3	Cold Milling Pavement	S.Y.	267.00		
4	Traffic Stripe (Multi-Poly)(4" Wide)	L.F.	54,600.00		
5	Construction Traffic Control	L. Sum	1.00		
Total Bid					

(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 Kingfisher County, 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 a Solicitation for Bids to be given and advertised and has received sealed bids for the furnishing of all labor and materials for:

**2023 Asphalt Overlay
Kingfisher County
District 3 – NS-270 & EW-77
Error! Reference source not found.**

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 Solicitation for Bids, 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 (\$0.00).

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 Board of County Commissioners 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 Board of County Commissioners 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
101 South Main, Room 9
Kingfisher, OK 73705

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,

Chairman, Board of County Commissioners

(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, Oklahoma. 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: _____

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, Oklahoma, 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:

**2023 Asphalt Overlay
Kingfisher County
District 3 – NS-270 & EW-77
Error! Reference source not found.**

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 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:

**2023 Asphalt Overlay
Kingfisher County
District 3 – NS-270 & EW-77**

Error! Reference source not found.

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 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:

**2023 Asphalt Overlay
Kingfisher County
District 3 – NS-270 & EW-77**
Error! Reference source not found.

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, OKLAHOMA

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

**2023 Asphalt Overlay
Kingfisher County
District 3 – NS-270 & EW-77**
Error! Reference source not found.

entered into on the ___ day of _____, 20 ____, by and between KINGFISHER COUNTY, OKLAHOMA 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 _____, 20_____.

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

KINGFISHER COUNTY, OKLAHOMA

By: _____
County Commissioner

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.

2023 Asphalt Overlay
Kingfisher County
District 3 – NS-270 & EW-77
Project Name

Error! Reference source not found.

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: _____

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

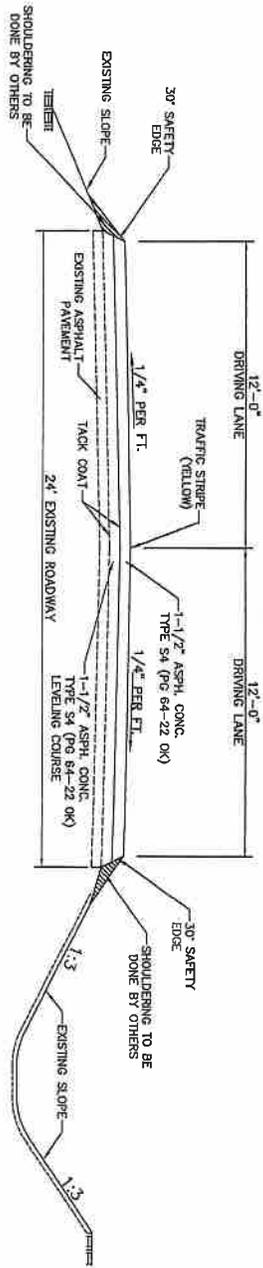
Subscribed and sworn to before me the _____ day of _____, 20____.

Notary Public (or Clerk or Judge)

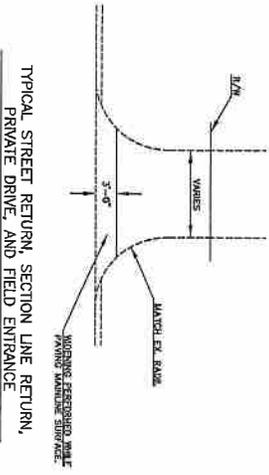
My commission expires: _____

Note:

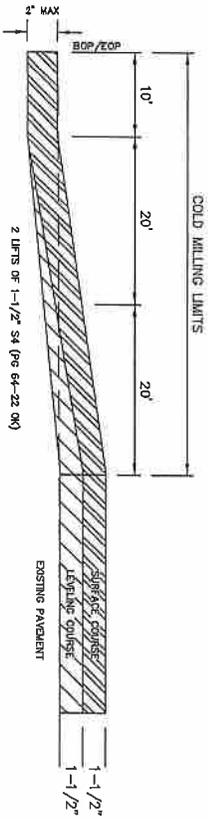
Each competitive bid submitted to a county, school district or municipality must be accompanied with the above Affidavit as required by 61 Okla. St. Ann. 138



TYPICAL SECTION



TYPICAL STREET RETURN, SECTION LINE RETURN,
PRIVATE DRIVE, AND FIELD ENTRANCE



TYPICAL TIE-IN DETAIL

Author	CEB	1/28
Drawn	CEB	1/28
Checked		
Approved		
Contract	CEB 8	

TYPICAL SECTIONS

GENERAL CONSTRUCTION NOTES

- All construction and materials shall comply with the 2009 Oklahoma Standard Specifications for Highway Construction English Version, except as modified by the plans and Special Provisions.
- The Contractor shall give written notice to Kingfisher County and CEIG fourteen (14) calendar days before starting any construction or demolition.
- All work shall be completed by October 1, 2023.
- Liquidated damages in the amount of \$800 per day shall be assessed for any work days required beyond the completion date.
- Prior to surface treatment, Contractor shall clear the roadway of all debris, including but not limited to, vegetation, mud, rock, and other objectionable material to the satisfaction of the Engineer. Cost shall be included in other items of work.

COUNTY RESPONSIBILITIES

- Acquiring of required R/W.
- Removal and resetting of all fences when necessary.
- Reopening of utilities.
- Shutting and sock.

PAY ITEM NOTES

- (R-26) Estimated at 112 Lbs. per Sq. Yd. per 1" thick.
- Contractor shall submit a daily tack coat shot record. Tack shot estimated at 0.075 Gal. per Sq. Yd. for application (prior to addition).
 - Contractor shall submit all asphalt tickets. No R/W shall be used in the surface course.
 - All millings shall become the property of Kingfisher County and shall be hauled by the Contractor. The Contractor shall be responsible for the equipment and operators to deliver, stockpile, and maintain the millings for the duration of the project.
 - Contractor is responsible for striping passing zones, no passing zones, stop bars, etc. in accordance with the most current edition of the MUTCD.
 - This item includes the following:
 - Stenciling at 200 foot intervals on wood talleh at the V/W for field calculations.
 - Bump signs shall be used at rough construction jobs.
 - Temporary signs shall be used at rough construction jobs.
 - Zone in accordance with the most current edition of the Manual on Uniform Traffic Control Devices and the Traffic Control Layout provided herein.
 - Temporary flags or removal tags shall be installed at the completion of each day's work, prior to resurfacing the roadway. If tape is used, it shall be of 1/2" minimum width and shall be placed perpendicular to the roadway.
 - Half permanent striping to provide visibility to be placed away from the roadway.
 - Similar warning, advance warning, and passing zone are not marked, or implementing all traffic control according to construction plans and installed in a manner approved by the Engineer, in accordance with Chapter VI of the Oklahoma Traffic Control Manual, 2009 Edition, and comply with applicable DOT Standard Devices. Plans and details shall include payment in full for the installation, maintenance, and subsequent removal of all necessary devices and pavement markings required for completion of the project.
 - Contractor shall submit a proposed traffic control plan for approval by the Engineer prior to beginning work.
 - All construction work signs shall have fluorescent sheeting meeting the requirements of ASTM D4955 (latest revision).
 - Contractor shall place only 1 1/2" of asphalt paving over bridges.

PAY QUANTITIES

Item No.	Description	Unit	Quantity
407(B)	Tack Coat	Gal	11,336.00
411(C)	Superpave, Type S4 (Pg 64-22 OK)	Ton	12,599.00
412	Cold Milling Pavement	S.Y.	267.00
856(A)	Traffic Stripe (Multi-Poly-1/4" Wide)	L.F.	54,500.00
880(J)	Construction Traffic Control	L. Sum	1.00

SUMMARY OF MAINLINE SURFACING QUANTITIES

Station Extent	Length	Superpave Type S4 (Pg 64-22 OK)	Superpave Type S4 (Pg 64-22 OK)	Tack Coat
		Ton	Ton	Gal.
10+00 to 283+00	27,300.00	6,156.00	6,279.00	11,214.00
Total	27,300.00	6,156.00	6,279.00	11,214.00

SUMMARY OF SECTION LINE RETURNS

Station	Location	Superpave Type S4 Pg(64-22)OK	Tack Coat
		TON	GALS
EW-73	LT	3.36	2.50
EW-73	RT	3.36	2.50
EW-74	LT	3.92	2.92
EW-74	RT	4.48	3.33
EW-75	LT	3.92	2.92
EW-75	RT	4.48	3.33
EW-76	LT	3.64	2.71
EW-76	RT	3.36	2.50
EW-77	LT	3.36	2.50
EW-77	RT	3.36	2.50
Private Drives / Field Entrances	LT, RT	126.56	94.17
Total		163.80	121.88

SUMMARY OF COLD MILLING PAVEMENT

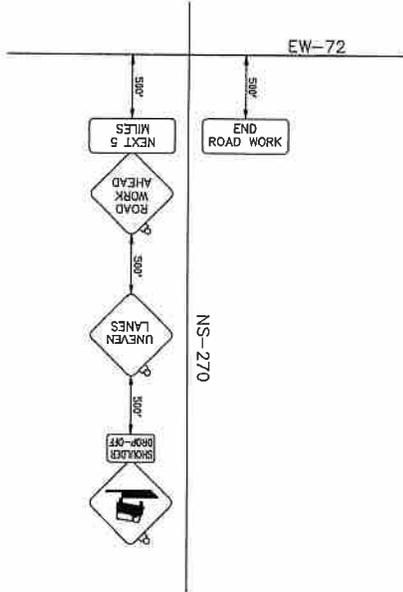
STATION EXTENTS	Length FT.	2" Cold Milling Pavement, S.Y.
10+00.00 to 283+00.00	50.00	133.50
282+50.00 to 283+00.00	50.00	133.50
Totals	50.00	267.00

SUMMARY OF PAY QUANTITIES AND GENERAL NOTES

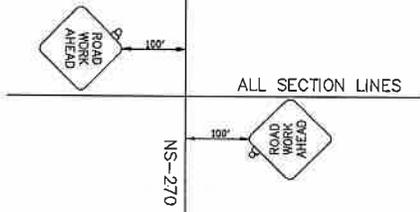
Drawn	SEA	1/23
Checked		
Approved		



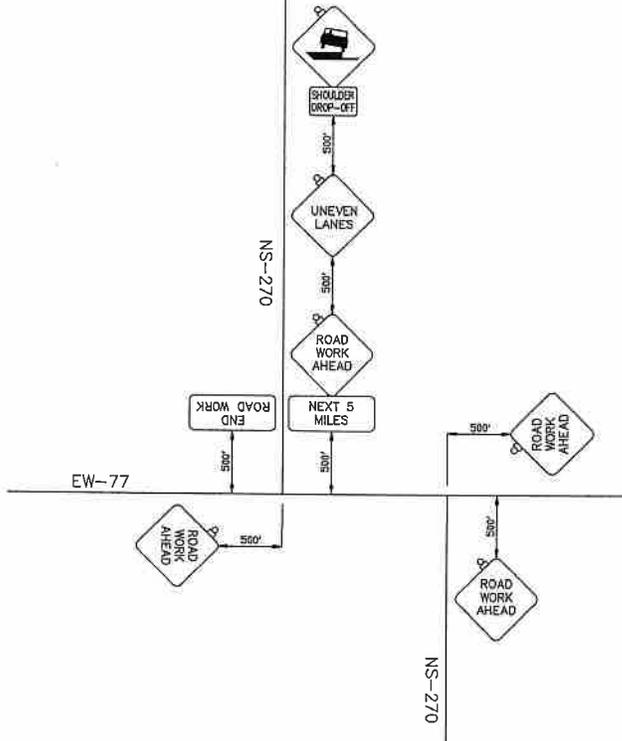
TYPICAL SIGN PLACEMENT NEAR EOP



TYPICAL SIGN PLACEMENT SIDE ROADS



TYPICAL SIGN PLACEMENT NEAR BOP



Author	CEP	1/78
Drawn		
Checked		
Approved		
Revision	CEP	8

TRAFFIC CONTROL PLAN