



# KINGFISHER COUNTY COMMISSIONERS

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

Phone: (405) 375-3808  
Fax: (405) 375-2366

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

July 22<sup>nd</sup>, 2019

*Bid # 1-19-20*

## NOTICE TO BIDDERS

Notice is hereby given that the Board of County Commissioners of Kingfisher County will receive sealed bids for bridge rehabilitation project, bridge #262. Bids will be accepted at the Kingfisher County Courthouse in the Office of the County Clerk until 4:00pm on the 16<sup>th</sup> day of August, 2019 to be opened at their regular meeting of August 19<sup>th</sup>, 2019.

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 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]*  
Jeff Moss

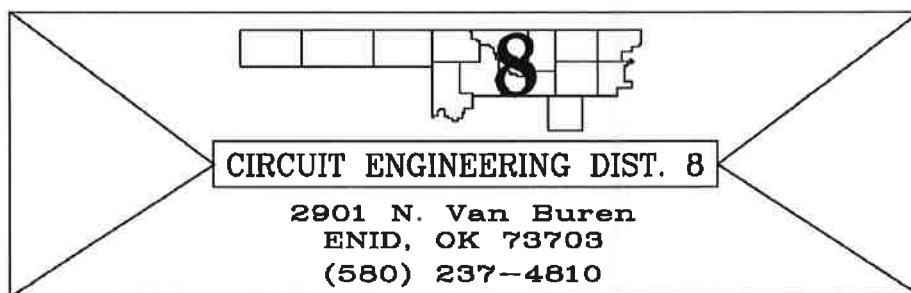
MEMBER: *[Signature]*  
Ray Shimanek

MEMBER: *[Signature]*  
Heath Dobrovonly

ATTEST:   
*[Signature]*  
COUNTY CLERK

CONTRACT DOCUMENTS  
AND  
PLANS AND SPECIFICATIONS  
for  
**2019 BRIDGE REHABILITATION  
KINGFISHER COUNTY AND KINGFISHER COUNTY  
COMMISSIONERS**

CN 262  
37N2940E0810002



JULY 2019

## **TABLE OF CONTENTS**

Solicitation for Bids

Proposal

Non-Collusion Affidavit

Business Relationships Affidavit

Contract

Maintenance Bond

Performance Bond

Statutory Bond

Notice to Proceed

Invoice Affidavit

SA&I 1-4040 (2000)

KINGFISHER County, Oklahoma  
 COUNTY PURCHASING OFFICE  
 KINGFISHER County Courthouse  
 101 SOUTH MAIN  
 KINGFISHER, OK 73750  
 Phone: 405-375-3808

**INVITATION TO BID**

DATE ISSUED July 29, 2019
Page 1 of <u>  2  </u>

PLEASE REVIEW TERMS AND CONDITIONS ON REVERSE SIDE RELATING TO SUBMISSION OF THIS BID.

Notarized Affidavit completions and signature required on reverse side.

BID NUMBER Bridge Rehabilitation/ KINGFISHER County District #1	BID CLOSING DATE AND HOUR Aug. 23, 2019 at 4:00 pm	REQUIRED DELIVERY DATE _____ Days after award of Purchase Order
TERMS: Net, FOB this bid will open August 26, 2019 at 9:00 am		DATE OF DELIVERY: See Specifications

Item	Quantity	Unit of Issue	Description	Unit Price	Total
			KINGFISHER County District #1 is seeking bids for the Bridge Rehabilitation of CN 262 37N2940E0810002. Extend RCB 10' Rt. And 10' Lt. w/ End Sections.  Specifications attached  The Board of KINGFISHER County Commissioners reserves the right to reject any and all bids or to award all of any portion of the items bid. All data will be considered in the awarding of the bid including the delivery time.  <u><i>The reverse of this sheet must be completed and returned or the bid will be rejected.</i></u>  Contact person: Jeff Moss, District #1 Commissioner 101 SOUTH MAIN KINGFISHER, OK 73750 (580) 625-3151		

**TERMS AND CONDITIONS**

1. Sealed bids will be opened in the Commissioner's Conference Room, KINGFISHER County Courthouse, 101 SOUTH MAIN, KINGFISHER, OK 73750 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: \_\_\_\_\_

Please Mail sealed bids to:  
KINGFISHER County Clerk's Office  
Attn: Purchasing  
101 South Main  
KINGFISHER, OK 73750

Zip: \_\_\_\_\_

Street Address:  
101 South Main  
KINGFISHER, OK 73750

Note: Other terms and conditions can be added at the discretion of the county officers.

## 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:

### **2019 BRIDGE REHABILITATION KINGFISHER COUNTY AND KINGFISHER COUNTY COMMISSIONERS CN 262 37N2940E0810002**

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.

All Construction and Materials shall be in accordance with the 2009 Oklahoma Department of Transportation Standard Specifications for Highway Construction.

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 109.04 of the General Provisions of the Specifications.

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 **60** 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 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.

P-1  
**PROPOSAL**

2019 BRIDGE REHABILITATION  
 KINGFISHER COUNTY AND KINGFISHER COUNTY COMMISSIONERS  
 CN 262 37N2940E0810002

<b>2019 BRIDGE REHABILITATION</b>					
NO.	QUAN.	UNIT	ITEM	UNIT PRICE	TOTAL PRICE
1	1.00	L. SUM	MOBILIZATION		
2	1.00	L. SUM	EARTHWORK		
3	167.60	C.Y.	CLASS AA CONCRETE		
4	16,719.00	LBS.	REINFORCING STEEL		
5	2.00	EA.	REMOVAL OF HEADWALL		
6	1.00	L. SUM	CONSTRUCTION TRAFFIC CONTROL		
			TOTAL BID		







**BUSINESS RELATIONSHIP AFFIDAVIT**

To Accompany Contractor's Bid

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ (Contractor's Authorized Agent), of lawful age, being first duly sworn upon his/her oath, states:

1. I am the duly authorized agent of \_\_\_\_\_ (Bidder's Company Name), the bidder submitting the attached competitive bid (the "bid").
2. My position in the above named company is \_\_\_\_\_.
3. Affiant further states the nature of any partnership, joint venture, or other business relationship presently in effect, or which existed within one (1) year prior to the date of this Affidavit, with the architect, engineer, or other party to the project is as follows:

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

(if none, so state)

4. Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this Affidavit between any official or director of the architectural or engineering firm or any other party to the project is as follows:

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

(if none, so state)

5. Affiant further states that the names of all persons who have any such business relationship and the positions they hold with their respective companies or firms are as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(if none, so state)

Further, Affiant saith not.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Title (printed)

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

(SEAL)

My commission expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

## CONSTRUCTION CONTRACT

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:

### **2019 BRIDGE REHABILITATION KINGFISHER COUNTY AND KINGFISHER COUNTY COMMISSIONERS CN 262 37N2940E0810002**

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 County 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  
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,

\_\_\_\_\_  
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:

**2019 BRIDGE REHABILITATION  
KINGFISHER COUNTY AND KINGFISHER COUNTY COMMISSIONERS  
CN 262 37N2940E0810002**

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:

**2019 BRIDGE REHABILITATION  
KINGFISHER COUNTY AND KINGFISHER COUNTY COMMISSIONERS  
CN 262 37N2940E0810002**

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:

**2019 BRIDGE REHABILITATION  
KINGFISHER COUNTY AND KINGFISHER COUNTY COMMISSIONERS  
CN 262 37N2940E0810002**

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

**2019 BRIDGE REHABILITATION  
KINGFISHER COUNTY AND KINGFISHER COUNTY COMMISSIONERS  
CN 262 37N2940E0810002**

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.

2019 BRIDGE REHABILITATION  
KINGFISHER COUNTY AND KINGFISHER COUNTY COMMISSIONERS  
CN 262 37N2940E0810002  
**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: \_\_\_\_\_

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 \_\_\_\_\_, 2017.

\_\_\_\_\_  
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

VENDOR LIST

For Bridge Build

Dietz Welding and Bridge Construction 252021 E. County Rd 40 Cleo Springs, OK 73729	Wyatt Construction Co. 2311 West 7 <sup>th</sup> Place Stillwater, OK 74074
Horn & Sons Construction Co. Inc. 18629 E. 1250 Rd Sayre, OK 73662	Klaver Construction Co. ATTN: Josh Smith 3219 West May Wichita, KS 67213
Railroad Yard Attn: Kevin Lane 5915 S. Perkins Stillwater, OK 73063	REDLAND CONTRACTING ATTN: Chris Hendrickson 5601 NW 72 <sup>ND</sup> street Warr Acres, OK. 73132
River Ridge Construction Attn: Brady Burke P.O. box 51 Newkirk, OK 74647	