

SA&I 1-4040 (2000)

Canadian \_\_\_\_\_ County, Oklahoma  
**COUNTY PURCHASING OFFICE**  
 Canadian \_\_\_\_\_ County Court House  
 El Reno \_\_\_\_\_, Oklahoma  
 Phone: ( 405 ) 422-2441

**INVITATION TO BID**

PLEASE REVIEW TERMS AND CONDITIONS ON REVERSE  
 SIDE RELATING TO SUBMISSION OF THIS BID.  
 Notarized Affidavit completions and signature required on reverse side.

DATE ISSUED  
 July 10, 2013  
 Page 1 of 2

<b>BID NUMBER</b> Storm Debris Removal / #2014-#02 County Commissioners	<b>BID CLOSING DATE AND HOUR</b> July 19, 2013 at 4:00 pm	<b>REQUIRED DELIVERY DATE</b> <b>SEE SPECIFICATIONS</b> ____ Days after award of Purchase Order
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<b>TERMS</b> Net, FOB this bid will open July 22, 2013 at 9:30am	<b>DATE OF DELIVERY:</b> <b>SEE SPECIFICATIONS</b>
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ITEM	QUANTITY	UNIT OF ISSUE	DESCRIPTION	UNIT PRICE	TOTAL
(1) or more			<p>Canadian County Commissioners are seeking bids for Storm Debris Removal from the May 31, 2013 storms.</p> <p>See Specifications Attached:</p> <p>The Board of Canadian County Commissioners reserves the right to reject any and all bids or to award all or any portion of the items bid.</p> <p><u>The reverse of this sheet must be completed and returned or the bid will be rejected.</u></p> <p>Contact person: Jerry Smith            Emergency Management Director            200 N. Choctaw            El Reno, OK 73036            (405) 295-6186</p> <p>Dave Anderson, Chariman            200 N. Choctaw            El Reno, OK 73036            (405) 205-8955</p>		<p>\$ _____</p> <p>Total</p>

**APPROVED**  
 Date 7-10-13  
David Anderson  
 Officer of Department Head

STATE OF OKLAHOMA  
 CANADIAN COUNTY  
 FILED OR RECORDED  
 JUL 10 2013  
 SHELLEY DICKERSON  
 COUNTY CLERK  
 13589

### TERMS AND CONDITIONS

1. Sealed bids will be opened in the Commissioner's Conference Room, Canadian  
County Courthouse, 201 N. Choctaw Avenue, El Reno, Oklahoma, 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 the envelope.
3. Unit prices will be guaranteed correct by the bidder.
4. Firm prices will be F.O.B. destination.
5. Purchases by Canadian 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 08/22/2013  
(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: \_\_\_\_\_

Please mail sealed bids to:

Canadian County Clerk's Office

Attn: Purchasing

PO Box 458

El Reno, OK 73036

Street Address:

201 N Choctaw Avenue

El Reno, OK 73036



**Canadian County**  
**Purchasing**

**Bid Specifications**

Date Issued: July 10, 2013  
Bid Number: **2014-#02**  
Closing Date: July 19, 2013 at 4:00pm  
                    PO Box 458, 201 N. Choctaw Ave., El Reno, OK 73036  
Opening Date: July 22, 2013 at 9:30am  
                    Commissioner's Meeting Room, 201 N. Choctaw Ave., El Reno, OK 73036

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~ SPECIFICATIONS ~

Storm Debris Removal / County Commissioners

Canadian County Commissioners are seeking bids for storm debris removal from the May 31, 2013 storms.

See Specifications attached:

For Information Contact:

Contact: Jerry Smith, Emergency Management Director

Phone: (405) 295-6186

Hours: Monday – Friday 8:00am to 4:30pm

Address: 200 N. Choctaw, El Reno, OK 73036

Or:

Contact: Dave Anderson, Chairman

Phone: (405) 205-8955

Hours: Monday – Friday 8:00am to 4:30pm

Address: 200 N. Choctaw, El Reno, OK 73036

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If you have any questions or need additional information, please contact:  
**Sherry Murray**, Purchasing Agent, 405.295.6125 or 405.422.2441  
smurray@okcana.cogov.net

**BID SPECIFICATIONS FOR  
BID NUMBER  
2014-#2**

EMERGENCY CLEANUP OF STORM DEBRIS

CANADIAN COUNTY  
OKLAHOMA

COUNTY CLERK  
Shelley Dickerson

BOARD OF COMMISSIONERS  
DAVID ANDERSON, Chairman  
PHIL CARSON, Member  
JACK STEWART, Member

EMERGENCY  
MANAGER  
Jerry Smith

July 11, 2013

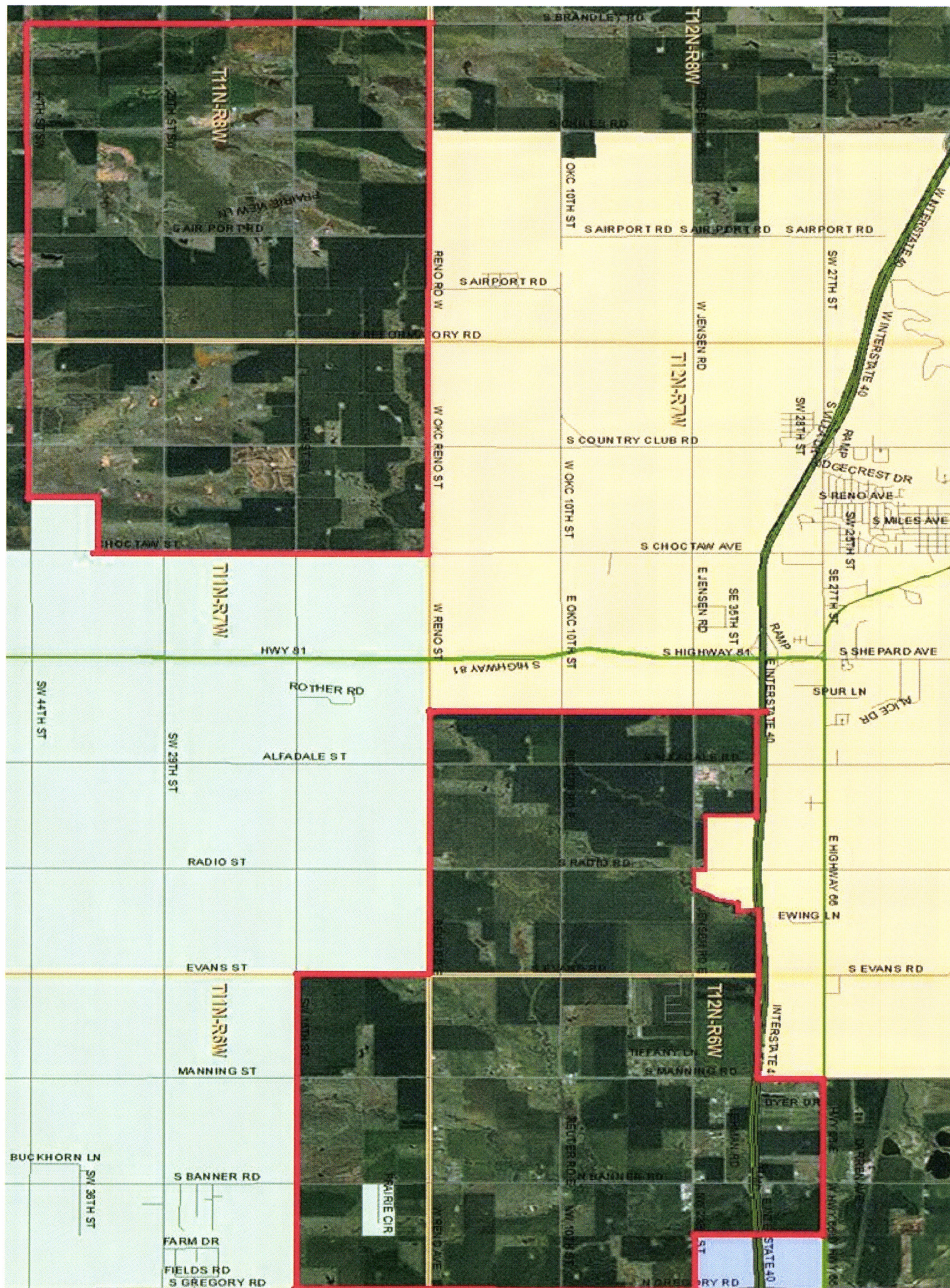
NOTICE TO POTENTIAL BIDDERS:

Enclosed in this Addendum is 1 map. The map indicates the affected areas which are outlined in red within unincorporated Canadian County where the work will take place. The material to be picked up and disposed is a combination of vegetative, construction and what is generally called white debris referring to metals house hold appliances and possibly a small amount haz-mat products, etc.

Thanks.

Jerry Smith  
Emergency Management Director  
Canadian County, OK.  
201 N. Choctaw Ave.  
El Reno, OK. 73036  
Phone: 405-295-6186  
E-Mail: [Smithj@canadiancounty.org](mailto:Smithj@canadiancounty.org)







**BIDDING DOCUMENTS  
FOR**

**BID NUMBER 2014-#2**

EMERGENCY CLEANUP OF STORM DEBRIS

CANADIAN COUNTY  
OKLAHOMA

COUNTY CLERK  
Shelley Dickerson

BOARD OF COMMISSIONERS  
David Anderson, Chairman  
Phil Carson, Member  
Jack Stewart, Member

EMERGENCY MANAGER  
Jerry Smith

**CANADIAN COUNTY, OKLAHOMA**  
**BID NUMBER 2014-#2**  
**EMERGENCY CLEANUP OF STORM DEBRIS**  
**NOTICE TO BIDDERS**

Notice is hereby given that Canadian County desires to receive sealed bids for the emergency removal of storm debris. Prospective bidders may obtain Bidding Documents at the Canadian County Clerk's Office, 201 N. Choctaw Ave, El Reno, OK. 73036 and the Canadian County Website at [www.canadiancounty.org](http://www.canadiancounty.org).

Bids will be received in the Office of the County Clerk, 201 N. Choctaw Ave, El Reno OK. By no later than 4:00 pm, on Friday July 19, 2013. Bids shall be based upon the Plans and Specifications and other Bidding Documents. The Canadian County Board of Commissioners may issue addenda as may be necessary in the best interest of the public and Canadian County. Addenda may amend the date and/or time for receipt of bids or any specification, item, document or requirement

The Bidder shall use the Bid Forms and Affidavits provided in the Bidding Documents or photocopies thereof. All forms must be signed and all affidavits sworn to and notarized. All bids shall be typewritten or legibly printed in ink. Bidder shall file the bid in a sealed envelope. Each envelope shall bear a legible notation thereon that it is a bid upon the project proposed.

All Bids timely received will be opened and reviewed by the Canadian County Board of Commissioners at their regular scheduled meeting on July 22, 2013 at 9:30 am at the Canadian County Courthouse, 201 N. Choctaw Ave., El Reno, OK. 73036. The Board Of Commissioners reserves the right to reject any or all bids and to recommend that the board waive immaterial defects and irregularities.

The successful bidder shall deliver the executed Contract and the certificates of insurance to the County prior to the commencement of work and shall deliver the executed bonds within seven (7) calendar days following the county's notification of its intent to award Contract, unless that time is extended by the Board of Commissioners.



CANADIAN COUNTY, OKLAHOMA BID  
NUMBER 2014-#2  
EMERGENCY CLEANUP OF STORM DEBRIS  
INSTRUCTIONS TO BIDDERS

ARTICLE 1 – GENERAL PROVISIONS

1.1 BIDDING DOCUMENTS: DEFINITIONS

1.1.1 The Bidding Documents consist of the Bid Documents and the Contract Documents. The Bid Documents consist of: Notice to Bidders; Instructions to Bidders; List of Documents Required for this Bid; Signature Requirements for Bidding Documents; Bid Package Cover Sheet; Bid Form including Bid Form with Alternates and/or Detailed or Unit Price Bid Form, if included in the documents; Non-Collusion Affidavit; Business Relationship Affidavit; any other documents listed in the List of Documents Required for this Bid; and any Addenda issued prior to the Bid Date. The Contract Documents consist of: Contract; Performance Bond; Statutory Bond; Maintenance Bond; Contractor Identification Numbers; Certificate of Nondiscrimination; Statement of Work; Standard Specifications; Special Provisions; Special Provisions - Technical; Drawings; Plans; Specifications; Surety Bond, if required; other documents provided in the Contract Documents or required to be submitted with the Contract; and all Addenda issued prior to the Bid Date. Any Amendments and/or Change Orders issued after the award of Contract shall be a part of the Contract Documents upon their approval by the County.

1.1.2 "Addenda" are written or graphic instruments issued by the Emergency Management Director prior to the bid date which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.1.3 A "Bid" is a complete and properly signed proposal to do the Work for the sums stated therein, submitted in accordance with the Bidding Documents. A submission shall not be considered a Bid if it is untimely. A submission by a proposed Contractor or bidder who is not Pre-qualified shall not be considered a Bid unless Prequalification is specifically waived in the Bidding Documents.

1.1.4 The "Base Bid" is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

1.1.5 An "Alternate Bid (or Alternate)" is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

1.1.6 A "Unit Price" is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

1.1.7 The "Bid Date" and "Bid Time" are the date and time for the receipt of Bids as provided in the Notice to Bidders.

1.1.8 "Completed" shall mean that the Work shall have been constructed in accordance with the plans and specifications and other Bidding Documents and is fully completed, the final inspection(s) have been made, and any corrections made to the satisfaction of the Board of County Commissioners.

1.1.9 "Acceptance" shall mean the formal recorded acceptance of the project by the Board of Commissioners

1.1.10 "Emergency Award of Contract" shall mean a public improvement contract awarded through an informal notice and bidding procedure and approved or ratified by the Canadian County Board of Commissioners.

## 1.2 CONFIDENTIALITY

1.2.1 No bidder shall divulge the sealed contents of a bid to any person whomsoever, except those having a partnership or other financial interest with the bidder in said bid, until after the sealed bids have been opened. A violation on the part of the bidder shall make void any contract made by the bidder with the County based upon such bid.

## **1.3 SALES TAX**

1.3.1 Title 68 Oklahoma Statutes (1991) Section 1356 (I) exempts sales to counties and their contractors from sales taxes on the sale of "tangible personal property or services." All bids made for county projects shall be assumed to have been made based on such statutory exemption as effective on the bid date. The county shall not pay any sales tax and shall not reimburse the Contractor for any tax on purchases by the Contractor except as included in the unit price. No change orders or amendments shall be approved for reimbursement of sales tax or changes in sales tax. A change in sales tax shall not be deemed a change in conditions of the Contract.

1.3.2 Any interpretation of or procedure for the sales tax exemption must be sought from the Oklahoma Tax Commission or the bidder's legal counsel.

## **1.4 CONTRACT**

1.4.1 The awarding of a contract upon a successful bid shall give the bidder no right to action or claim against the County upon such contract until the same shall have been reduced to writing and duly signed by the contracting parties.

## **ARTICLE 2 - BIDDER'S REPRESENTATIONS**

2.1 The bidder by making a bid represents that:

2.1.1 The bidder has read carefully and understands the bidding documents and has visited the site and become familiar with local conditions under which the work is to be performed and has informed himself by independent research of the difficulties to be encountered and personally judged the accessibility of the work and all attending circumstances affecting the cost of doing the work and of the time required for its completion and has correlated the bidder's personal observations with the requirements of the bidding documents and the bid is made in accordance therewith.

2.1.2 The bidder has read and understands the bidding documents to the extent that such documentation relates to the work for which the bid is submitted and for other portions of the work, if any, being bid concurrently or presently under construction.

2.1.3 The bid is based upon the materials, equipment, systems or services required by the bidding documents without exception.

## **ARTICLE 3 - BIDDING DOCUMENTS**

### **3.1 COPIES**

3.1.1 Bidders may obtain complete bidding documents from the Office of the County Clerk, 201 N. Choctaw Ave. El Reno, OK. 73036 or downloading the document from the county website at [www.canadiancounty.org](http://www.canadiancounty.org)

3.1.2 Bidders shall use complete sets of bidding documents in preparing bids.

### 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 The bidder shall carefully study and compare the plans with the specifications, bid form and other bidding documents. The bidder shall compare the project to be bid with other work being bid concurrently or presently under construction to the extent that it relates to the work for which the bid is submitted. The bidder shall examine the site and local conditions. The bidder shall at once report any errors, inconsistencies or ambiguities discovered. All requests for interpretation of the bidding documents must be made to the Board of Commissioners.

3.2.2 Addendum Required. The bidding documents represent all the information the County will provide. Interpretations and corrections of and/or changes to the bidding documents will be made only by addendum. Such addenda shall be issued and approved or ratified by the Board of County Commissioners. Interpretations and/or changes made in any other manner will not be binding upon the County and bidders shall not rely upon them.

### 3.3 SUBSTITUTIONS

3.3.1 The materials, products and equipment described in the bidding documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

3.3.2 Pre-Bid Consideration; Addendum required. No substitution will be considered prior to the receipt of Bids unless a written request for approval has been received by the County Clerk's Office prior to the Bid Date. Such requests shall include the name of the material, product, or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, products, equipment or other portions of the work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included in the request. The burden of proof of the merit of the proposed substitution is upon the proposer.



3.3.3 If a proposed substitution is approved prior to bid date, such approval will be set forth in an addendum issued by the County Clerk's Office and approved or ratified by the Board of County Commissioners. Bidders shall not rely upon approvals made in any other manner.

3.3.4 Post-Contract Consideration. Substitutions may be considered after the award of Contract unless specifically prohibited in the bidding documents. However, any bidder basing a bid on a substitution not approved by pre-bid addendum does so at the risk of being required to provide the materials designated in the bidding documents.

### **3.4 ADDENDA DELIVERY AND RECEIPT**

3.4.1 Addenda will be faxed only to those bidders who have signed the Bidding Document Receipt List of Bidders who do not have fax machines will be notified by phone to pick-up the addendum.

3.4.2 Copies of addenda will be made available for inspection in the County Clerk's Office.

3.4.3 The following shall be considered proof that bidder received an addendum:

- a) Picked-Up Addendum: The bidder's or bidder's representative's signature on the Addendum Received Signature List.
- b) Faxed Addendum: The County's or the consultant's Fax Confirmation Sheet.

## **ARTICLE 4 - BIDDING PROCEDURES**

### **4.1 FORM AND STYLE OF BIDS**

4.1.1 Bids shall be submitted on the bid form(s) in the bidding documents or photocopies thereof.

4.1.2 All blanks on the bid form shall be filled in by typewriter or legibly printed in ink.

4.1.3 All prices shall be distinctly legible. Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of any discrepancy between the two, the amount written in words shall govern.

4.1.4 Where a detailed or unit price bid form for the submission of unit prices is provided in the bidding documents, the bidder will complete the detailed bid form and then enter the total amount of the bid on the bid form and the total amount shall be based upon the unit prices. In cases of conflict between words and numerals, the words shall govern. In cases of conflict between the amount on the bid form and the amount on the detailed bid form, the amount on the detailed bid form will govern.

4.1.5 Erasures and/or corrections must be initialed by the signer of the bid. A bid with erasures and/or corrections which are not initialed shall be considered to be irregular.

4.1.6 Each and every required document must be submitted with the bid and must be signed in ink by the person with the authority to so execute the document and must be properly attested to or witnessed in accordance with the "Signature Requirements for Bidding Documents."

## 4.2 SUBMISSION OF BIDS

4.2.1 The bid form and affidavits and any other documents required to be submitted with the bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the Canadian County Clerk's Office 201 N. Choctaw Ave. El Reno OK. 73036, and shall be marked "SEALED BID FOR BID NUMBER 2014-#2 EMERGENCY STORM DEBRIS REMOVAL" and shall state the bidder's name and address and, if applicable, the designated portion of the work for which the bid is submitted. If the bid is sent by mail, the sealed envelope, marked as described above, shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

4.2.2 Bids shall be deposited at the Canadian County Clerk's Office 201 N. Choctaw Ave. El Reno OK. 73036, by 4:00PM Central Daylight Time on Friday, July 19, 2013.

4.2.3 The bidder shall assume full responsibility for timely delivery of the bid to the designated location.

4.2.4 Oral, telephonic, faxed, or telegraphic submissions are invalid bids and will not receive consideration.

4.2.5 The bid affidavits must be properly completed, signed and notarized and submitted with the bid on the forms provided in the bid documents and in the sealed envelope. The required affidavits are:

1. Non-Collusion Affidavit
2. Business Relationship Affidavit
3. Local Business Utilization Affidavit
4. Such other Affidavits as may be required by law

#### 4.3 BIDS NOT TO BE MODIFIED OR WITHDRAWN

4.3.1 No sealed bid shall be altered, changed, executed or otherwise revised in any manner by any bidder after it has been tendered to the Office of the County Clerk; nor may bids, once submitted to the Office of the County Clerk, be withdrawn.

#### ARTICLE 5- CONSIDERATION OF BIDS

##### 5.1 OPENING OF BIDS; TIME FOR CONSIDERATION

5.1.1 Bids properly submitted and timely received will be opened and read aloud in the presence of the Public at the regularly scheduled Commissioners meeting on July 22, 2013. A tabulation of bid information may be made available to the bidders within a reasonable time.

5.1.2 The award of Contract may be made immediately upon the determination of the lowest and best bidder.

##### 5.2 REJECTION OF BIDS

5.2.1 The bids will be considered by the Board of County Commissioners and the County Emergency Management Director. The Emergency Management Director shall have the right to recommend that the Board of County Commissioners reject any or all bids.

##### 5.3 ACCEPTANCE OF BID AND AWARD OF CONTRACT

5.3.1 It is the intent of the County, through the Emergency Management Director, to immediately award a Contract to the lowest and best bidder provided the bid has been submitted in accordance with the requirements of the bidding documents and does not exceed the estimate or the funds available. The Emergency Management Director shall have the right to recommend that the County waive immaterial defects or irregularities in a bid received and to accept the bid, which in the County's judgment, is in its own best interest.

5.3.2 The Board of Commissioners shall have the right to accept alternates in any order or combination, unless otherwise specifically provided in the bidding documents, and to determine the lowest and best bidder on the basis of the sum of the base bid and alternates accepted.

5.3.3 The properly executed Contract and bonds will be presented to the Board of County Commissioners for approval or ratification.

5.3.4 Should a bidder who is awarded a Contract upon a bid fail to execute and provide the Contract and bonds or to provide the required certificates of insurance and/or any other required documents, the Board of Commissioners reserves the right to offer the Contract to the bidder deemed to be the next lowest and best bidder.

## **ARTICLE 6 -CONTRACT AND BONDS**

### **6.1 BOND AND INSURANCE REQUIREMENTS**

6.1.1 The County Clerk will provide the successful bidder (Contractor) two (2) complete sets of the project Contract documents (Contracts, bond forms, insurance certificates, Contractor Identification Number form, etc.). The Contractor must execute both sets in original signatures on each, and return to the County Clerk's Office within seven (7) calendar days following the County's notification of its intent to award Contract, unless that time is extended by the Board of County Commissioners. Prior to the project bid opening date, all bidders should make arrangements with their respective insurance and bonding company(s) to complete (or be prepared to immediately complete) all required insurance and bond documents in the event of selection as lowest and best bidder for the project and in order to meet the seven (7) calendar days Contract document return deadline.

6.1.2 The Contractor shall at its own cost provide the following bonds on the forms, or photocopies thereof, provided. The properly executed bonds shall be provided by the successful bidder with the Contract within seven (7) calendar days following the County's notification of its intent to award Contract, unless additional time is granted by the Board of County Commissioners. No work order shall be issued until the required Contract, bonds and insurance have been obtained by the Contractor and provided to the awarding public agency. A Statutory Bond is required for this project. A Statutory Bond is a document which guarantees the Contractor will make payment for all labor, materials and equipment used in or for the project and/or for the performance or provision of the work. The Statutory Bond shall be made in favor of Canadian County.

6.1.3 The cost of such bonds shall be included in the amount of the Bid.

6.1.4 No surety will be accepted who is now in default or delinquent on any demand on any bond or who is interested in any litigation involving the County or who is not licensed or- otherwise permitted to do business in the State of Oklahoma.

6.1.5 The successful Bidder must provide certificates of insurance in the forms and amounts required in the Special Provisions.

### **6.2 TIME OF DELIVERY CONTRACTS, BONDS AND INSURANCE**

6.2.1 The Bidder shall deliver the executed Contract, together with the certificates of insurance, all as required in the Special Provisions, to the County prior to the commencement of work. A properly signed Certificate of Nondiscrimination must be submitted with the Contract.



6.2.2 The Bonds shall be dated with the date and effective on the date on which the Council approved or ratified the Contract. The executed bonds must be delivered to the County within seven (7) calendar days following the County's notification of its intent to award Contract, unless that time is extended by the Board of County Commissioners.

6.2.3 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

CANADIAN COUNTY, OKLAHOMA  
BID NUMBER: 2014-#2  
EMERGENCY CLEANUP OF STORM DEBRIS  
SCOPE OF WORK

1.0 GENERAL

The purpose of this contract is to remove and dispose of all eligible debris from the Unincorporated Areas of Canadian County as identified by the map provided in the bid package. All eligible debris along County Rights-of-Way (ROW) including streets, roads and public property within unincorporated Canadian County as indicated on the map.

- 1.1 Contractor is an independent contractor and neither the Contractor nor his employees, agents or subcontractors shall be considered for any purpose or represent themselves to be employees of Canadian County.
- 1.2 The Contractor shall not solicit work performance from private citizens or other individuals within the affected/designated work areas during the period of this contract without specific approval by the Board of Commissioners of Canadian County.

2.0 SERVICES

- 2.1. The Contractor shall provide for debris removal, disposal and reduction of all eligible debris from the County ROWs as indicated on the map provided.
- 2.2. All debris shall be taken to the Oklahoma Environmental Management Authority's land fill site, located at 20435 S.W. 29<sup>th</sup> Street, Union City, OK 73090 for disposal. All necessary permits shall be obtained by the Contractor.
- 2.3. The estimated amount of debris to be removed under this contract is shown on the individual bid schedules, but not guaranteed. The unit price on the individual bid schedules will be used for payment. The unit measurement for all debris will be by scale weight per ton.
- 2.4. The Contractor shall document the current conditions of all roadways, sidewalks and all structures to remain in the debris removal area. In addition, all roadways along the haul routes shall be documented. A representative of the County shall be present during this inspection. The Contractor shall provide photographic and/or video documentation. The documentation shall be submitted to the County prior to beginning the work.

2.5. Haul and Dispose. The work shall consist of clearing, separating, segregating, and removing any and all eligible debris (see definitions of eligible debris in FEMA 325 Debris Management Guide) from public property only, including ROW of streets and roads. Work shall include: 1) examining and sorting debris to determine whether or not debris is eligible and to determine whether eligible debris is burnable or non-burnable; 2) loading and sorting the debris; 3) hauling the eligible debris to the assigned dumpsite(s). Ineligible debris shall not be loaded, hauled, or dumped under this contract. The Contractor is liable for all ineligible debris handled during the life of this contract. The County representative shall be immediately notified of any ineligible debris placed at the right of way for collection.

2.5.1. In the event of determination by the Federal Emergency Management Agency (FEMA) that vegetative debris shall be reduced, the reduction shall be in accordance with the following: Vegetative debris reduction shall be accomplished by open burning or grinding. Preparation and operation of the site for burning should meet all safety standards and recommendations by local and state officials with applicable responsibilities. The location of the Debris Reduction Site will be located within the Oklahoma Environmental Management Authority's land fill site.

2.5.2. Construction and Demolition (C&D) Debris shall be disposed of at the Oklahoma Environmental Management Authority's land fill site located at, 20435 S.W. 29<sup>th</sup> Street, Union City, OK 73090. C&D Debris includes, but is not limited to, treated timber; plastic; glass; rubber products (excluding tires); metal products; sheet rock; cloth items; building materials and metal products.

2.5.3. The Contractor shall make a maximum of three passes with a minimum of one weekend between each pass. The contractor shall not move from one designated work area to another designated work area without prior approval from the County's designated official.

- 2.6. Any eligible debris, such as fallen trees, which extend onto the public ROW from private property, shall be cut at the point where it enters the ROW. Only that part of the debris that lies within the ROW shall be removed. Hazardous limbs are considered eligible debris and are defined as limbs greater than two inches in diameter that are still hanging in the tree and are threatening a public use area, such as a trail, sidewalk, road, etc. Trees in the public ROW with more than 50% of the crown broken are eligible debris and shall be removed. Holes present as a result of uprooted trees in the public ROW shall be filled to ground level. The Contractor shall not enter onto private property during the performance of this contract.
- 2.7. Contractors shall note that a significant portion of the project will occur in both rural and residential areas. The contractors should exercise due care to minimize any damages to trees, shrubs, landscaping and general property. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the County. The debris work area shall be left clear of debris and cleaned, as reasonably and practical under the conditions of this project.
- 2.8. The contractor shall use equipment and perform work in a manner to prevent damages to the County's infrastructure facilities and adjacent ROWs, including all landscaped areas. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the County. All equipment shall be approved by the County prior to use. All loading equipment is required to operate from the street/road using buckets and/or boom and grapple devices to remove and load the debris. Any damage to private property, sidewalks, curbs, or streets shall be repaired at the expense of the contractor.
- 2.9. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.
- 2.10. The County reserves the right to inspect the site, verify quantities and review operations at any time.
- 2.11. All work shall be accomplished in a safe manner in accordance with County and OSHA standards.



### **3.0 LOAD TICKETS.**

Load Tickets shall be used for recording quantity of debris removed for disposal. Load tickets shall be provided by the County. The load ticket numbers shall be sequentially numbered. The load ticket sets shall be a minimum of five-parts. The last page of the 5-part set shall be maintained by the County's debris monitor and submitted to the County for record keeping. The original and the subsequent three parts shall be given to the truck driver for completion at the debris disposal site. At the debris disposal site, the County's monitor shall complete the remaining portions of the Load Ticket and retain the Original for the County's use. The second and third parts of the load ticket shall be for the use of the Contractor. The forth part of the Load Ticket set shall be for use by the operator of the Disposal site.

3.1. Each ticket shall contain the following information:

- Ticket Number
- Contract Number
- Contractor Name
- Date
- Truck or Roll-off Number
- Truck Capacity
- Point of Debris Collection
- Loading Departure Time
- Dump Arrival Time
- Percent of Load
- Actual Debris Volume
- Debris Eligibility (Y/N)

3.3 Upon arrival at the dumpsite, the vehicle operator will give the entire load ticket to the County monitor. The County monitor will verify the hauler and equipment and establish a weight for all debris loaded.

#### **4.0 DEBRIS CLASSIFICATION.**

- 4.1** Eligible debris is defined in FEMA 325 Debris Management Guide. The following description of eligible debris is meant to supplement the FEMA 325. In the event of a conflict between this Scope of Work and the FEMA 325, the FEMA 325 shall govern.

Eligible debris is considered all storm related debris which is located within the public right of way, applicant owned properties, and defined below.

Eligible debris consists of damaged trees, woody debris, construction, tornado, and household debris, and other tornado related material that exists in the right-of-way and creates an immediate threat to lives, public health and safety.

- The debris must present a HEALTH & SAFETY threat to the general public or to the users of an eligible facility.
  - The debris must be the direct result of the declared event.
  - The debris must be the legal responsibility of the eligible applicant.
- 4.2** Trees with 50% or more of the "crown" broken out shall be removed by cutting the trees at ground level. "Crown" includes all green branches and the top.
- Dangerous tree hangers two inches or greater in diameter are also eligible and shall be listed in the bid sheet as per tree.
  - An uprooted tree with exposed roots shall be removed in its entirety, and the stump hole shall be back-filled by the contractor or applicant with compatible material.
  - Standing, dead trees are not eligible for removal.
  - Trees on private property which are leaning toward the road at a 30 degree or greater angle, and are at risk of falling and are of sufficient size to threaten the roadway or will fall across a fence line shall be removed by cutting the tree at the fence line or at the edge of the right-of-way.
  - Trees that have a split trunk or broken branches that expose the heartwood are also eligible.

- 4.3 Construction demolition and household debris that is placed within the applicant's right-of-way is eligible for removal and to be taken to the approved landfill sites. **The County shall pay the tipping fee for all eligible C&D material deposited in the designated landfill at the weight per ton basis.** Construction and household debris shall not be mixed with vegetative debris or appliances (includes any device made of metal) if possible. Hazardous and toxic waste shall not be mixed with construction debris. Household garbage shall not be collected.
- 4.4 The removal and disposal of all stumps will be paid on the weight per ton, regardless of size or whether or not the stumps require extraction by the contractor.
- 4.5 All white goods and metal produces shall be segregated if possible before loading or after dumping. Items containing ozone depleting substances are identified (white goods recycling Freon); the Contractor shall handle them in such a manner to minimize opportunities to allow the ozone depleting substances to escape.

## **5.0 PERFORMANCE SCHEDULE.**

- 5.1. The Contractor shall commence performance within twenty-four (24) hours of receipt of notice to proceed.
- 5.2. Prior to commencing debris removal operations a contractor shall, with the County's direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a seven day projection, and The plan shall be updated every Monday.
- 5.3. All activity associated with debris operations shall be performed during daylight hours. The contractor may work seven days per week, including holidays.
- 5.4. Maximum allowable time for completion shall be thirty calendar days from notice to proceed, unless the County initiates additions or deletions to the contract by written change orders. Both parties pursuant to applicable county, state and federal law will equitably negotiate subsequent changes in cost and completion time.

## 6.0 EQUIPMENT.

- 6.1. All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations. All trucks and other equipment shall be equipped with back up alarms. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two inch by six inch boards or greater and not to extend more than two feet above the metal bedsides. All extensions are subject to acceptance or rejection by the County. All trailers shall have a metal-framed exterior and a minimum of five eights inch plywood (not wafer board) interior walls. All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. **Plastic webbing is not acceptable for a tailgate.** The Contractor is responsible for ensuring all loading and transport equipment complies with state and local laws.
- 6.2. Trucks and other heavy equipment designated for use under this contract shall be equipped with two signs, one attached to the driver's side and one attached to the passenger's side of the vehicle. These signs shall be furnished by the Contractor. Magnetic signs are not permitted. The signs shall contain the following information:
- Company Name
  - Truck Number
  - Weight per Ton
  - Inspected by and Date

An example sign is included in this scope of work.

- 6.3. Prior to commencing debris removal operations, the Contractor shall present to the County all trucks, trailers, or containers that will be used for hauling debris. Each truck or trailer will be measured to determine the load capacity. Measurements will be made jointly by the contractor and county representative. Each truck or trailer shall be numbered and clearly display the load capacity for identification with a permanent marking. The County may, at any time, request that the trucks be re-measured. The contractor shall notify the County each time a new truck, trailer or container is to be used under this contract. No capacity can exceed 100% of the measured volume.



- 6.4. Trucks or equipment, which is designated for use under this contract, shall not be used for any other work during the working hours of this contract. The contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.
- 6.5. Loading equipment used under this contract shall be rubber tired and sized properly to fit loading conditions.
- 6.6. The contractor shall provide an inspection tower at the reduction and disposal site. This tower shall be constructed such that the County monitor can see the bed when empty and to fully view the debris load (at least ten feet above the existing ground surface), establishing the volume. The inspection tower shall be constructed to meet all local, state and federal safety requirements. The tower shall be constructed using pressure treated wood. The floor area shall be eight foot by eight foot, constructed of two inch by eight inch joists, sixteen inches O.C. with three fourths inch plywood supported by four six inch by six inch posts. The perimeter of the floor area shall be protected by a four foot high wall constructed of two inch by four inch studs and one half inch plywood. The floor area shall be covered with a corrugated tin roof. The roof shall provide a minimum of six foot six inches of head room below the support beams. Access shall be provided by wooden steps with a hand rail. The towers shall include a writing surface area. The contractor shall remove and dispose of the inspection towers following completion of the debris removal. The contractor shall provide portable restroom facilities at all dumpsites.

## **7.0 REPORTING.**

- 7.1. The Contractor shall submit a report to the County each day for the term of the contract. A sample daily haul record is attached. Each report shall contain, at a minimum, the following information:
- Contractor's Name
  - Contract Number
  - Truck Number
  - Location of work
  - Day of Report
  - Daily and cumulative totals of debris removed, by category
- 7.2. Discrepancies between the daily operational report and the corresponding load tickets shall be reconciled no later than the following day.

## **8.0 OTHER CONSIDERATIONS.**

- 8.1. The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractors or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the County.
- 8.2. The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person should be posted at each approach to the work area. Work shall be accomplished in a safe manner in accordance with County and OSHA standards.
- 8.3. The Contractor is responsible for obtaining all applicable regulatory permits prior to the contractor commencing operations.
- 8.4. The Contractor is responsible for dust control, and shall be in compliance with all state and local laws for dust control.
- 8.5. The County may suspend contractor operations due to inclement weather. The performance period may be extended for weather delays.
- 8.6. The Contractor shall employ as many local residents and subcontractors as possible as part of this contract.

## **9.0 FINAL DISPOSITION**

Landfill disposal fees are the responsibility of the County. The method of final disposition will be determined by the contracting authority.

## **10.0 MEASUREMENT.**

Measurement for all debris removed shall be by weight per ton, and load tickets shall document the measurement.

## **11.0 BONDING AND INSURANCE**

- 11.1.** Prior to signing of contract, contractor agrees to furnish the County with all applicable certificates of insurance. Within 24 hours following signing of contract, contractor shall provide copies of insurance policies including all endorsements. In addition, a payment and performance bond equal to the bid or \$1,500,000.00, whichever is higher, is required within 24 hours of award of the contract. The contractor shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as the aforementioned bonds and insurance. Contractor mobilization costs will not be paid if the contractor is unable to obtain bonding.
- 11.2.** Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the County, insurance of such types and in such amounts as may be necessary to protect it and the interests of the County against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the County. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the County within five (7) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

Canadian County Oklahoma  
201 N. Choctaw Ave.  
El Reno OK. 73036

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below:

a. Workers' Compensation.....Statutory coverage per Oklahoma Law

Employer's Liability.....\$1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Projects and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of Two Million Dollars (\$2,000,000) for all claims arising out of a single accident or occurrence and \$300,000 for any one person in a single accident or occurrence.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of Two Million Dollars (\$2,000,000) for all claims arising out of a single accident or occurrence and \$300,000 for any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the County, its agents, Servants and employees from claims which may arise from the performance of this Contract, with limits of Two Million Dollars (\$2,000,000) for all claims arising out of a single accident or occurrence and \$300,000 for any one person in a single accident or occurrence.

e. The Owner's and Contractor's Protective Liability Insurance must:

(1) be a separate policy with the named insured being: Canadian County, Oklahoma.

(2) be with the same insurance company with which the Contractor carries its own Commercial General Liability Insurance and Automobile Liability Insurance; and contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim.

11.3. The Contractor shall save and hold the County harmless from and against all liability, claims and demands on account of personal injuries (including without limitation workmen's compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of this contract, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of the Contractor, any subcontractor, agent or employee.

## 12.0 PAYMENT.

12.1. Payment for work shall be invoiced upon completion of the contractual work. Invoices shall be based on reconciled load tickets from the daily operational reports. Payment will be based on the unit pricing submitted by the contractor in the attached Bid Schedule.

12.2. Time is of the essence to the performance hereunder and the County shall recover from the Contractor any delay costs caused by the acts or omissions of the contractor or its agents. Except as otherwise provided herein, payment shall be made upon satisfactory completion within thirty days following the date of hand delivery invoice to the County's authorized agent unless otherwise agreed upon by both parties.

12.3. For reasonable cause and/or when satisfactory progress has not been achieved by the contractor during any period for which a payment is to be made, the County's authorized agent may retain a percentage of said payment, not to exceed 10% of the contract value to insure performance of the contract. Said cause and progress shall be determined by the County's authorized agent, in his sole discretion, based on his assessment of any past performance of the Contractor and the likelihood that such performance will continue. Upon completion of all contract requirements, retained amounts shall be paid promptly less any offsets or deductions authorized hereunder or by law.

12.4. The County may withhold payment or final payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause. Any liquidated damages should be equal to daily monitoring costs and other costs incurred by lengthening the contact duration.

12.5. Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within thirty days of the certification of completion of the project by the County's authorized agent, provided the Contractor has completed filing of all contractually required documents and certifications with the County's authorized agent, including acceptable evidence of the satisfaction of all claims or liens.

### **13.0 CHANGES, ADDITIONS, DEDUCTIONS, AND EXTRA WORK**

Upon proper action by the Board of Commissioners, the County's authorized agent may authorize changes, additions or deductions from the work to be performed by written notice to the Contractor. No extra work shall be done or any obligation incurred except upon written order by the County's authorized agent. If any change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, the County's authorized agent, with County concurrence, shall make an equitable adjustment and modify the contract in writing.

### **14.0 TERMINATION OF CONTRACT**

- 14.1.** This contract may be terminated at any time for the convenience of the County. The County agrees to pay the contractor for all work completed through the termination date, as well as any demobilization costs that were a part of the original contract.
- 14.2.** This contract shall be terminated for cause if the Contractor defaults in the performance of any of the terms hereof, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise fails to cure any other deficiency identified by the County's authorized agent within 24 hours of delivery of notice of said deficiency. The County retains all other legal or equitable rights or remedies existing as a result of said default, including but not limited to any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5% of said contract price.

## **15.0 WARRANTIES AND REPRESENTATIONS**

- 15.1.** The contract is binding upon and inures to the benefit of the County, or Assigns, and. is the whole agreement of the parties and governed by the Law of the State of Oklahoma. The appropriate venue for any litigation resulting hereunder is the District Court of Canadian County, Oklahoma.
- 15.2.** The Contractor shall comply with all Federal, State; County, and municipal laws, ordinances, and regulations. The Contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The Contractor further certifies he is eligible to perform this contract under local and Federal law, is not now and has never been debarred from performing Federal or State government contracts and that all subcontractors used in the performance of this contract have the same qualifications.

## **16.0. DEFICIENCIES, CORRECTIVE ACTIONS AND DEDUCTIONS**

- 16.1.** When the Contractor's work does not conform to the Contract requirements completely, a deficiency exists. If a deficiency(s) is serious enough to render a service unacceptable, it is also considered a defect. Defects are important in determining if non-compliance levels have been exceeded for services inspected.
- 16.2.** Corrective Actions. If deficiencies are identified, the County must take action to correct those deficiencies using one, or in some cases a combination of, the following:
- 16.2.1.** Stop Unsafe Work. The County's authorized agent may immediately stop work on that portion of the job affected by a safety hazard, until it is corrected.
- 16.2.2.** Issue a Stop Work Order. If the County's authorized agent determines the deficiency is serious, the County can issue a stop work order.
- 16.2.3.** Reduced Value Deduction. The County may reduce the Contract price to reflect the reduced value of the services performed. This method is normally used when the work is performed by the County, or another contractor, rather than the Contractor under this contract. The amount of the deduction is equal to the value of the service(s) not performed. As appropriate, calculation of deductions for certain deficiencies will be made using approved methods allowed by the contract clause entitled "Inspection of Services".
- 16.2.4.** The Contract may be terminated.
- 16.3.** The County may discuss corrective actions with the Contractor to prevent future occurrences.



**16.4.** The County's authorized agent will notify the Contractor, in writing, of any observed noncompliance with the aforementioned Federal, State, or local laws or regulations. Such notice, when delivered to the Contractor at the site of the work, shall be deemed sufficient for the purpose. After receipt of such notice, the Contractor shall immediately inform the County's authorized agent of proposed corrective action, and take such action as may be approved. If the Contractor fails or refuses to comply promptly, the County's authorized agent may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time, or for excess costs or damages by the Contractor.

#### **17.0 NOTICES**

**17.1.** At the time of award, the Contractor shall designate, in writing, a Contractor Representative to receive any Notice required hereunder and who shall be available at the local work site in Shawnee, Oklahoma, during all times that the Contractor is performing work in accordance herewith. A copy of said designation shall be provided to the County's authorized agent at the time of award.

#### **18.0 OTHER CONTRACTS**

The County reserves the right to issue other contracts or direct other contractors to work within the area included in this contract.

#### **19.0 RECORDS RETENTION AND REVIEW**

The Contractor shall retain all records pertaining to the services and the contract for these services and make them available to the County for a period of seven (7) years following receipt of final payment for the services herein. Final payment may be any retention for the services.

#### **20.0 CONFLICT OF INTEREST**

No paid employee of the County shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this scope of work.

# EXAMPLE OF A DAILY HAUL RECORD

<b>DAILY REPORT</b>					
CONTRACTOR: CONTRACT NO:				DATE OF REPORT:	
Truck No.		Location of Work	Local Collection Site Trips	Landfill Trips	Cubic Yard Totals
1					
2					
3					
4					
5					
6					
7					
8					
		DAILY TOTALS			

SAMPLE TRUCK PLACARD

---

Company Name

---

Truck Number

---

Cubic Yards & Tare Weight

---

Inspected by and Date

**BID NUMBER: 2014-#2**  
**EMERGENCY CLEANUP OF STORM DEBRIS**  
**SPECIAL PROVISIONS**

These Special Provisions are included and are a part of the Bidding Documents for this project.

**Emergency Contract.** In order to immediately protect the health, safety and welfare of the public, the Contract for this work will be awarded without formal notice and through an informal bidding procedure. This action is taken in accordance with the provisions of the City Charter and the Oklahoma Competitive Bidding Act. Nothing in these emergency provisions shall act to waive any other requirement of the City Charter and Ordinances and the laws of the State of Oklahoma. The Contractor is bound by the provisions of the Contract as fully and completely as though the Contract had been awarded through formal notice and formal competitive bidding.

**Nondiscrimination.** Neither the Contractor nor any subcontractors employed on this project may discriminate against any employee or applicant for employment because of race, religion, creed, sex, color, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act. A Certification of Nondiscrimination must be properly signed and submitted with the Contract. The requirements of the Certificate must be included in any subcontracts connected with the performance of the Contract. The Contract may be canceled by the County for noncompliance with the provisions of the Certificate and the Contractor may be declared to be ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Contractor and/or any subcontractors.

**Permits or Licenses.** The Contractor must, at his own cost, secure all permits and licenses and pay all fees required by County Ordinance or State Statute and give all notices necessary and incidental to the lawful prosecution of the work

**Laws to be Observed.** The Contractor shall at all times observe and comply with all Federal and State laws and regulations and all County Ordinances, Codes and regulations which in any manner affect the conduct of the work and shall observe and shall comply with all orders and decrees which exist at the present or which may be enacted later, of bodies or tribunals having jurisdiction or authority over the work and no plea of misunderstanding or ignorance thereof will be considered.

**Safety.** Contractor shall establish and implement safety measures, policies and standards conforming to those required or recommended by governmental and quasi- governmental authorities including, but not limited to, the requirements of the United States Occupational Safety and Health Act.

Contract. If directed by the Canadian County Board of Commissioners, the Contractor shall enter immediately into the contract with the Canadian County and properly submit the executed contract and certificates of insurance. The properly executed bonds must be submitted within seven (7) calendar working days following the County's notification of its intent to award Contract, unless said time is extended by the Board of County Commissioners. With the Contract, the Contractor will submit a properly signed Certificate of Nondiscrimination and a completed "Contractor Identification Numbers" form which provides the information required. No work shall be commenced until the written Contract has been executed and the required insurance has been provided.

Amendments and Change Orders. The provisions of the Contract may be amended or changed only by an amendment or a change order approved by the Board of Commissioners. As used herein, the terms "amendment" and "change order" shall have the following meanings.

"Amendment" shall mean a modification to a construction contract which was bid on a unit price basis and which modifies the quantity of an item or items based on the unit price stated in the bid. No amendment shall be effective until it has been approved by the Board of Commissioners. (Amendments are not subject to the percent of contract cost limits set in the Oklahoma Competitive Bidding Act, 61 O.S. (1991) Section 121.)

"Change Order" shall mean a modification of a lump sum contract or a contract bid on a unit price basis where a unit price has not been established for a particular item or items of work. The change order may authorize an addition, deletion or revision in the work or an adjustment of the contract price or the contract time. However, the cumulative amount of change orders shall not exceed the limit established by State law. No change order shall become effective until it has first been approved by the Board of Commissioners.

Pre-Work Conference. The County shall hold a pre-work conference. The Contractor or his designee must attend the conference. The Contractor's superintendent and subcontractor(s) may attend. The Emergency Management Director or his designee and any consultant for the project and a representative of the Field Services Division will attend for the County. The conference will be at a time and place established by the Emergency Management Director.

Contractor's Responsibility for the Work. Until formal written acceptance by the County, the work shall be under the charge and care of the Contractor. The Contractor shall take every necessary precaution to prevent injury or damage to the work or any part thereof by the action of the elements or any other cause whatsoever, whether arising from the execution or non-execution of the work. The Contractor shall at his own expense:

Rebuild, repair, restore, and make good all injuries or damage to any portion of the work occasioned by any of the forgoing causes before formal acceptance of the work by the County.

Payment and Retainer. Partial payments shall be made based on the work completed. Up to 10% of the partial payments shall be held as retainer. At the time the Contractor has completed in excess of 50% of the total Contract amount, the retainer shall be reduced to 5% of the amount earned to date if the public contracting entity determines that satisfactory progress is being made. Applications for payment shall be made upon the forms provided by the County or photocopies thereof and such forms must be properly completed, signed and notarized. Applications for payments shall have attached There to the Contractor's invoice and other supporting detail. Contractor must supply invoices for any stored materials for which payment is claimed

Closing a Street. Streets or lanes of streets in the construction zone may be closed only upon the prior approval of the Emergency Management Director or his designee.

Detours. The County Commissioners or their designee shall first approve all detour routes while streets are closed during work. The Contractor must sign and maintain all detour routes and the signs and devices must be in conformance with the requirements of the "Manual on Uniform Traffic Devices."

Barricades and Warning Signs. Where work is carried on in, or adjacent to, any street, alley or public place, the Contractor shall, at his own expense, furnish, erect and maintain such barricades, fences, lights, warning signs and danger signals and shall provide such watchmen and take such other precautionary measures for the protection of persons or property and of the work as may be necessary. In addition, a sufficient number of barricades shall be erected to keep pedestrians and vehicles from entering on or into any work zone(s). From sunset to sunrise, the Contractor shall furnish and maintain at least one light on each barricade. All devices shall be in conformance with the "Manual on Uniform Traffic Devices." The Contractor shall provide an "after hours" phone number to the Counties Emergency Operations Center and to the Emergency Management Director to be used for notification to the Contractor of the need to repair signs, barricades or other warning or control devices. Failure to comply with these requirements may result in the issuance of a Stop Work Order to remain in effect until the deficiencies are corrected. The issuance of a Stop Work Order shall not act to defer or suspend the counting of the working days for the project.

Final Cleaning Up. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site of the work surplus and discarded materials, temporary structures, barricades and other warning devices, stumps and portions of trees and debris of any kind. The Contractor shall leave the site or the work in a neat and orderly condition. Waste materials removed from the site of the work shall be disposed of at locations satisfactory to the Emergency Management Director and which are in compliance with Federal, State and City requirements

#### Insurance and Indemnity.

(a) The Contractor assumes all risks incident to, or in connection with, its purpose to be conducted under or pursuant to the Contract, and to the extent allowed by Jaw shall indemnify, defend and save harmless the County and any participating public trust from damages, losses or injuries of whatever nature or kind to persons or property arising, directly or indirectly, out of the Contractor's operations or arising from acts or omissions of its agents, employees or subcontractors. The Contractor to the extent allowed by Jaw shall indemnify, defend and save harmless the County and any participating public trust from any penalties for violation of any law, ordinance or regulation affecting or having application to said operations, acts and omissions, or resulting from the carelessness, negligence or improper conduct of the Contractor or any of its agents, employees or subcontractors, and from the negligence of the County or its employees in connection with the work or work site. The presence of, or inspections by, employees or other representatives of the County shall in no manner diminish or affect the duties, obligations or responsibilities of the Contractor. The obligations imposed by this paragraph shall not be limited or extinguished by any obligation to provide insurance or by the provision of insurance.

(b) During the entire term of the Contract, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to the County and admitted to do business in Oklahoma, the following types of casualty and liability insurance.



- (i) Worker's Compensation. The Contractor shall maintain, during the term of the Contract, Worker's Compensation Insurance as prescribed by the laws of the State of Oklahoma, and Employer's Liability Insurance for all of its employees employed at the site of the project. If any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all the subcontractor's employees, unless such employees are covered by the insurance purchased by the Contractor. In the event any class of employees engaged in work performed under the Contract or at the site of the project is not protected under such insurance heretofore mentioned, the Contractor shall provide or shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.
- (ii) Commercial General Liability. Contractor shall carry a policy of commercial general liability insurance. If the Contractor's Commercial General Liability coverage is written in a "claims-made" form, Contractor shall also provide tail coverage that extends a minimum of two years from the expiration of this Contract.
- (iii) Automobile Liability Insurance. The Contractor shall maintain insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

(c) Required insurance shall be carried and maintained throughout the term of this Contract, and certificates of insurance shall contain a statement by the insurer to the effect that the policy may not be canceled, fail to be renewed, nor the limits decreased without thirty (30) days prior written notice to the County and any participating public trust. The insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance showing the project number and description as indicated in the Contract. The Certificate must be signed by an authorized representative of the insurance companies shown in the Certificate. No work or occupancy of the premises shall commence at the site unless and until the required Certificates of Insurance are in effect and the written Notice to Proceed is issued to the Contractor by the County. Certificates shall be standard industry forms, such as ACORD, or in the form included in these specifications.

(d) The amount of each liability insurance coverage shall not be less than a minimum liability limit in the greater of the following amounts: (i) \$1,000,000; or (ii) the minimum amount required by the Contractor's prequalification classification. All liability and property policies as to which the County is not a named insured shall to the extent allowed by law provide by endorsement or appropriate coverage language that the County and any participating public trust are additional insured. The required policies of insurance shall be construed in accordance with the laws of the State of Oklahoma.

(e) No less than thirty (30) days prior written notice by registered or certified mail shall be given to the County of any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, the Contractor shall take immediate steps to have the full amount of the limits appearing on the certificate reinstated. If at any time the County requests a written statement from the insurance company(s) as to any impairments to the aggregate limit, the Contractor hereby agrees to promptly authorize and have delivered to the County such statement. The Contractor shall cover any impairment when known to it. The Contractor authorizes the County to confirm all information so furnished, as to Contractor's compliance with its bonds and insurance requirements, with the Contractor's insurance agents, brokers, surety and insurance carriers. All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by the County.

(f) Any deductibles or self-insured retentions in excess of \$10,000, or any other risk management scheme other than a fully insured program of commercial general liability and automobile liability insurance, must be declared by the Contractor and be approved in advance by the County. At the option of the County, the Contractor shall require the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the County and any participating public trust, or the Contractor shall procure a bond guaranteeing payment of the losses and related investigations, claims administration and defense expenses not otherwise covered by Contractor's insurance because of deductibles or self-insurance retentions.

(g) All insurance policies shall be issued by companies licensed in Oklahoma with an A.M. Best rating of A- VII or better. Certified, true and exact copies of all insurance policies required shall be provided by the Contractor to the County, on a timely basis, if requested by the County. In addition, each insurer who issues a certificate of insurance to the County is obligated to provide a copy of the policy to the County upon request.

Bonds. As required by and in accordance with the Bidding Documents the successful bidder shall furnish bonds. The bonds must be submitted on the forms, or photocopies thereof, provided in the Bidding Documents. All bonds must be provided by a Surety authorized to do business in the State of Oklahoma. The required bond is a Statutory Bond. This is particularly described in the Instructions to Bidders.

A properly executed Statutory Bond must be submitted with the Contract. The Statutory Bond shall provide that the Contractor will make payment for all labor, materials and equipment used in the construction of the project. The Statutory Bond shall be made in favor of Canadian County. If the cost of the work performed under this contract exceeds the initial contract amount, additional bonding shall be required as needed to cover all additional work. Proof of additional bonding in an amount that equals or exceeds the cost of the work performed shall be submitted to the County prior to the payment of contractor's invoice for all work in excess of the original contract amount

Time of Completion. Work on this project shall commence within forty-eight (48) hours from the time at which a work order is issued and continue until contractor is released by the Emergency Management Director.

In lieu of prequalification, Bidders are required to submit other evidence of knowledge and experience relating to bidder's ability to perform the work required for this project. The special questionnaire form is included in the bidding documents and must be properly completed and submitted with the bid. **Failure to properly complete the special questionnaire form may be cause for the bid to be recommended for rejection.**

No contractor or subcontractor may be employed on this project that is listed by the Commissioner of Labor as ineligible to bid on or be awarded a public works contract. A list of ineligible contractors may be obtained from the State Commissioner of Labor.

CANADIAN COUNTY, OKLAHOMA  
BID NUMBER: 2014-#2  
EMERGENCY CLEANUP OF STORM DEBRIS  
LIST OF DOCUMENTS REQUIRED FOR THIS BID

The Bidder is responsible for reviewing this list of required documents and any requirements of the Standard Specifications and Special Provisions, and assuring that each and every required document is properly completed, signed, and submitted with the Bid. Forms and Affidavits should be completed and submitted in accordance with provisions of the "Signature Requirements for Bidding Documents." Bids not submitted in accordance with these requirements will be recommended for rejection.

DOCUMENTS REQUIRED FOR THIS BID

Bid Form

Bid Bond

Non-Collusion Affidavit Business

Relationship Affidavit Certificate

of Non Discrimination

Certification regarding Debarment, Suspension, ineligibility, and Voluntary Exclusion

Special Questionnaire SPQUES 1-4

For the purpose of determining that a bid is properly submitted, Bidder should submit the-properly completed and executed documents listed on this page. Bidder should also review the Special Provisions for any other required documents. Failure to submit a required document may be cause for rejection of the bid. If an item is listed on this page or in the Special Provisions and the form is not included in this packet, it is the Bidder's responsibility to obtain the form from the Office of the County Clerk for Canadian County.

Forms to be used. Bidder shall use the forms in this Bid Package or shall photocopy the forms and complete them. No alterations can be made to the forms except to add additional signature lines as required. Any other alteration or amendment of these forms may invalidate the Bid.

CANADIAN COUNTY, OKLAHOMA  
BID NUMBER 2014-#2  
EMERGENCY REMOVAL OF STORM DEBRIS  
SIGNATURE REQUIREMENTS FOR BIDDING DOCUMENTS

All Bid Documents and Contract Documents must be signed in ink by a person having the legal authority to bind the Bidder/Contractor and be completed in accordance with the rules listed below.

**PART I. A. INSTRUCTIONS FOR SUBMISSION OF THE BID DOCUMENTS**

(1) All documents shown on the "List of Documents Required for this Bid" or in the Standard Specifications and Special Provisions must be completed and submitted as provided herein.

(2) The name of the individual, Limited Liability Company, partnership, corporation or joint venture submitting the Bid must be typed or legibly printed in the space provided. The Bid Documents must be signed in ink in accordance with the requirements of Part I.B. herein. The name and title of each person who signed the Bid Documents must be typed or legibly printed on the line below the signature line.

(3) All blank spaces in the Bid Documents which require the provision of *any* information or any statement from the Bidder must be filled in.

(4) All Affidavits must be signed and notarized. The notary must legibly: enter the date; enter the name of the person(s) sworn; sign as Notary Public; provide the date of commission expiration; and *may* impress his/her notary seal or stamp.

(5) The Bid Bond must be submitted in the sealed envelope with the Bid.

(6) The Bid Form, Affidavits and Bid Security, and any other required documents, must be enclosed in a sealed envelope. Place the name of the Bidder and the words "Sealed Bid for Project 2014-#2 on the envelope.

**PART I. B. AUTHORIZED SIGNATURE AND MINIMUM REQUIREMENTS FOR BID DOCUMENTS**

(1) Bids submitted by a Corporation: Bid Documents must have the original ink signature of the President or Vice President of the corporation, or comply with Part I.B.(6).

(2) Bids submitted by a Sole Proprietorship or Individual: Bid Documents must have the original ink signature of the owner or individual, or comply with Part 1.8.(6).

(3) Bids submitted by a Partnership: Bid Documents must have the original ink signature of a General Partner, or comply with Part I.B.(6).

(4) Bids submitted as a Joint Venture: If two or more parties submit a joint bid, the Bid Documents must have the original ink signatures of the appropriate representatives of each/all parties. Such Bidders should alter all Documents, but only to provide signature lines (name of bidder, signature line, and name and title line) to meet this requirement, or comply with Part I.B.(6). Where notarization is required on the forms, each signature must be properly notarized.

(5) Bids Submitted by a Limited Liability Company: Bid Documents must have the original ink signature of an authorized agent having authority to bind the limited liability company, or comply with Part 1.8.(6). Such Bids must be accompanied by the documentation required in Part II.B. (5) below.

(6) Signature Requirements for Bidder's Authorized Agent: Some businesses may delegate the authority to sign the Bid Documents to an authorized agent. In such cases, all documents requiring signature must have the original ink signature of the "authorized" agent. Attached to the Bid Documents must be the documentation required in Part II.B. (6) below.

(7) Additional Documentation: Additional documentation of signature and authority may be required on any authority issue or contract issue.

## PART II. A. INSTRUCTIONS FOR SUBMISSION OF THE CONTRACT DOCUMENTS

(1) All documents listed on the "List of Contract Documents" must be submitted within seven (7) calendar days following the County's notification of its intent to award Contract, unless that time is extended by the Board of County Commissioners. (if the bidder shows delays in returning the contract are beyond the bidder's control).

(2) The Contract and other forms must be signed and, if so provided on the form. Where notarization is required, the notary must legibly: enter the date; enter the name of the person(s) sworn; sign as Notary Public; provide the date of commission expiration; and may impress his/her notary seal or stamp.

(3) Type or legibly print the name of the individual, limited liability company, partnership, corporation or joint venture awarded the Contract on the line provided for this information. The name and title of each person who signed the Contract Documents must be typed or legibly printed on the line below the signature line.

## PART II. B. MINIMUM SIGNATURE REQUIREMENTS FOR SUBMISSION OF THE CONTRACT AND BONDS.

(1) Contracts submitted by a Corporation: Contract Documents must have the original ink signature of the President or Vice President of the corporation. That signature must be witnessed by the Corporate Secretary or Assistant Corporate Secretary, and the firm's corporate seal, if any, must be affixed in accordance with 18 O.S. (1991) § 1016. Should the corporation not have a seal or should the seal not be available, then the person signing must demonstrate authority to bind the corporation, as set forth in paragraph II.B.(6) below. The name and title of each person who signed the Contract or bond must be typed or legibly printed on the line below the signature line.

(2) Contracts submitted by a Sole Proprietorship or Individual: Contract Documents must have the original ink signature of the owner or individual, respectively, on the signature line, or comply with Part II. B.(6). The name and title of each person who signed the Contract or bond must be typed or legibly printed on the line below the signature line.

(3) Contracts submitted by a Partnership: Contract Documents must have the original ink signature of a General Partner on the signature line, or comply with Part II. B.(6). The name and title of each person who signed the Contract or bond must be typed or legibly printed on the line below the signature line.

(4) Contracts submitted by a Joint Venture: If two or more parties submit a joint bid, the Contract Documents must be signed in ink by the appropriate representatives of each/all parties. Any of the parties which are corporations must have the appropriate signature(s) and attestation(s) as provided above, or comply with Part II. B.(6). The Contract Documents should be altered, but only to add the signature lines (name of Contractor, signature line, name and title line, and attestation line) to meet this requirement. The name and title of each person who signed the Contract or bond must be typed or legibly printed on the line below the signature line.

(5) Contracts Submitted by a Limited Liability Company: Contract Documents must have the original ink signature of an authorized agent having authority to sign contracts and bonds and to bind the limited liability company. Attached to the Contract Documents, signed by the authorized agent, must be a properly executed copy of the articles of organization; the operating agreement; and any bylaws, resolution or other document of the authorizing entity, specifically providing the authorized agent with the authority to execute the Contract Documents on behalf of and binding the authorizing entity. All documents designating and authorizing the agent to bind the limited liability company must be notarized by a Notary Public who will complete the required information and may affix his/her notary seal or stamp. The name and title of each person who signed the Contract Documents must be typed or legibly printed on the line below the signature line. Additional pages may be added, but each signature must be properly notarized.



(6) Signature Requirements for Bidder's Authorized Agent: Some businesses may delegate the authority to sign the Contract Documents to an authorized agent. In such cases, all Contract Documents requiring signature must have the original ink signature of the "authorized" agent. Attached to the Contract Documents, signed by the authorized agent, must be a properly executed power of attorney or other document of the authorizing entity, specifically providing the "authorized" agent with the authority to execute the Contract Documents on behalf of and binding the authorizing entity. Each signature on the authorizing documents must be notarized by a Notary Public who will complete the required information and may affix his/her notary seal or stamp. The name and title of each person who signed the Contract, bond, or any authorizing document must be typed or printed on the line below the signature line. Additional pages may be added, but all signatures must be properly notarized.

(7) Additional Documentation: Additional documentation may be required.

CANADIAN COUNTY, OKLAHOMA  
BID NUMBER 2014-#2  
EMERGENCY REMOVAL OF STORM DEBRIS  
BID PACKAGE

THE FOLLOWING PAGES CONSTITUTE THE BID PACKAGE FOR THIS PROJECT

Bidders should consult the "List of Documents Required for This Bid" and the Standard Specifications, Special Provisions and Special Provisions- Technical of the Bidding Documents to assure that all of the Required Documents are submitted with the Bid. Bidders should consult the "Instructions to Bidders" and the "Signature Requirements for Bidding Documents" for the requirements for the submission of Bid Documents.

The following pages should be removed from the bid specification manual and used to submit the bid. However, submission of a bid on photocopies made from these pages will not invalidate the bid.

*ALL BID SUBMISSIONS SHOULD BE TYPEWRITTEN OR LEGIBLY PRINTED IN INK*

*ORIGINAL INK SIGNATURES ARE REQUIRED*

## BID FORM

Project Number: Bid #2014-#2

Description: Emergency Cleanup of Storm Debris

Name of bidder \_\_\_\_\_

Address \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

### BIDDING SCHEDULE

ITEM	QTY	DESCRIPTION	UNIT OF MEASUREMENT	UNT PRICE
001	1	MOBILIZAATION AND DEMOBILIZATION	LUMP SUM	
003	XXX	Removal of Debris	BY WEIGHT PER (TON)	

Unit Price listed for removal of burnable and non-burnable debris includes all costs associated with the loading, hauling, and dumping of the debris in accordance with the terms and conditions of the bid specifications.

The undersigned, as or on behalf of Bidder, declares: That Bidder prepared this Bid and, before preparing the Bid, carefully read and examined the Bidding Documents and any other documentation or information. Bidder is familiar with and able to comply with all the provisions of the Bidding Documents.

\_\_\_\_\_  
Signature of Bidder or Bidder's Authorized Agent (*Original ink signature required*)

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_

as Principal, and \_\_\_\_\_ as Surety, are hereby held

and firmly bound unto the Canadian County, Oklahoma as OWNER in the penal sum of Ten

Thousand Dollars (\$10,000.00), which, well and truly to be made, we hereby jointly and

severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 2013. The Condition of the above

obligation is such that whereas the Principal has submitted to \_\_\_\_\_ a

certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for

Canadian County Bid Number 2014-#2, Emergency Cleanup of Storm Debris,

NOW, THEREFORE,

[a] If said BID shall be rejected, or

[b] If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto [properly completed in accordance with said BID] and shall furnish a Bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by the extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by proper officers, the day and year first set forth above.

\_\_\_\_\_[L.S.]

Principal

\_\_\_\_\_

Surety

By: \_\_\_\_\_

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list [Circular 570 as amended] and be authorized to transact business in the state where the project is located.

NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_

COUNTY OF Canadian

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says that (s) he is the agent authorized by the contractor to submit the attached proposal. Affiant further states that the contractor has not been a party to any collusion among contractors in restraint of freedom of competition by agreement to proposal at a fixed price or to refrain from proposal; 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 contractors and any county official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the contractor/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of Canadian County, Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this proposal.

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_

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

\_\_\_\_\_  
NOTARY PUBLIC

(seal)

My Commission Expires: \_\_\_\_\_

BUSINESS RELATIONS AFFIDAVIT

STATE OF \_\_\_\_\_

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 attached proposal. Affiant further states that 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 statement with the architect, engineer, or other party to the project is as follows:

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

Affiant further states that any such business relationship presently in effect or which existed with one (1) year prior to the date of this statement between any officer or director of the proposal company and any officer or director of the architectural or engineering firm or other party to the project is as follow;

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

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms as follows:

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



(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

Signed \_\_\_\_\_

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

\_\_\_\_\_

NOTARY PUBLIC

(seal)

My Commission Expires \_\_\_\_\_

## CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance under the Contract, the Contractor agrees as follows:

- A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Contractor shall take affirmative action to ensure that employees are treated without regard to their race, creed, sex, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and Subcontractors shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the Canadian County Clerk's Office setting forth the provisions of this Section.
- B. In the event of the Contractor's noncompliance with this Nondiscrimination Certificate, the Contract may be canceled, terminated or suspended by the Contracting Public Entity. The Contractor may be declared by the Contracting Public Entity ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Contractor and/or Subcontractors.
- C. The Contractor agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Contract.

I have read the above and agree to abide by these requirements:

---

Name of Individual, Partnership, Limited Liability

Company or Corporation hereinafter called Contractor

---

Signature of Contractor or Authorized Agent

---

Typed or Printed Name of Signer

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION**

(49 CFR Part 29)

The contractor certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State department or agency. It further agrees that by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation / proposal.

\_\_\_\_\_  
Name of Firm

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date

Signed

\_\_\_\_\_

## SPECIAL QUESTIONNAIRE

The intent of the County (through this special questionnaire) is to select a contractor for this project who has demonstrated a record of successfully executing projects as a vendor and/or to relay the intent of the County that either or both the contractor and/or his/her subcontractors be qualified to proposal and successfully construct this project. This special questionnaire is intended to aid in determining the contractor's qualification for this project.

Submission of this questionnaire does not constitute qualification.

This special questionnaire is required for submission with the proposal. If the special questionnaire is not received, the contractor's proposal may be rejected.

---

CONTRACTOR (Show Complete Legal Name)

---

STREET ADDRESS

---

MAILING ADDRESS

---

CITY

STATE

ZIP

PHONE#

---

CONTACT PERSON

E-MAIL

FAX#

---

CONTRACTOR J.D. NO./ FEDERAL TAX J.D.  
NO.

---

APPLICATION SUBMITTED BY

TITLE

How many years has your organization been in business under your present business name?

Years \_\_\_\_\_

Has any officer or partner of your organization ever been an officer or partner of this or another organization that failed to complete a construction contract? \_\_\_Yes\_\_\_ No

If yes, state name of individual, other organization and reason:

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

List any litigation with the Counties of projects in the past five years:

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

Have you ever failed to qualify or prequalify as a contractor?

\_\_\_Yes \_\_\_ No if yes, when, where and why?

Under what other or former names has the contractor operated?

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

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If the contractor is a corporation, provide the following information.

Date of incorporation. \_\_\_\_\_

State of Incorporation \_\_\_\_\_

President's name \_\_\_\_\_

Vice Presidents name \_\_\_\_\_

Secretary's name \_\_\_\_\_

Treasurer's name \_\_\_\_\_

Do you have a certificate of good standing issued by the state in which you are incorporated? \_\_\_\_\_

If the contractor is a partnership, provide the following information.

Date of organization, \_\_\_\_\_

Type of Partnership \_\_\_\_\_

General partner(s) names. \_\_\_\_\_

---

If the contractor is individually owned, provide the following information.

Date of organization\_\_\_\_\_

City's name.\_\_\_\_\_

If the contractor is a joint venture, provide the following information.

Primary contractor\_\_\_\_\_

Secondary contractor\_\_\_\_\_

Date of organization.\_\_\_\_\_

Contractor shall provide organization names, contact persons, and current contact information for not less than three (3) Cities who have operated the proposed equipment for a period of not less than two (2) years:

Organization Name	Contact Person	Telephone Number
-------------------	----------------	------------------

_____	_____	_____
-------	-------	-------

_____	_____	_____
-------	-------	-------

_____	_____	_____
-------	-------	-------

---

Contractor guarantees delivery of the equipment specified herein not later than

---

Contractor shall provide location and telephone number of 24/7/365 response for Service

Assistance:

---

Subcontractors that are to be used on this project include:

---

---

---



The contractor hereby agrees that all the information submitted above is true and correct.

---

Name of Individual, Partnership, Limited Liability Company,  
or Corporation herein called Contractor

---

Signature of Contractor or Authorized Agent

---

Type or print name and title of person who signed above

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_,

This instrument was subscribed, acknowledged and sworn to before me this \_\_\_\_ Day of, 20\_\_, by \_\_\_\_\_ (type or print the name of person signing above) as the above named CONTRACTOR, or Contractor's Authorized Agent.

(seal)

My Commission expires \_\_\_\_\_

Commission Number: \_\_\_\_\_

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

CANADIAN COUNTY, OKLAHOMA  
BID NUMBER: 2014-#2  
EMERGENCY REMOVAL OF STORM DEBRIS  
LIST OF CONTRACT DOCUMENTS

The Successful Bidder, as Contractor, is responsible for the proper completion and submission of the documents listed below within seven (7) calendar working days following the County's notification of its intent to award Contract, unless that time is extended by the Board of County Commissioners.

All forms must have the original ink signature of a person authorized to bind the Contractor. All documents must be attested to or notarized as required by the "Signature Requirements for Bidding Documents."

All bonds must be issued by a surety licensed to do business in the State of Oklahoma and meeting the requirements of the Oklahoma Competitive Bidding Act (Title 61 O.S. 1991, §113)

REQUIRED CONTRACT DOCUMENTS

Agreement

Statutory Bond

Performance Bond

Maintenance Bond

Certificates of Insurance in the types and amounts required in the Special Provisions, including:  
Workers' Compensation. Public Liability and Property Damage

List of Contractor Information Numbers

Oklahoma Tax Commission

Oklahoma Employment Security Commission

Oklahoma Department of Labor

Internal Revenue Service

Social Security Administration

Any other documents required in the Bidding Documents

Forms to be Used. Contractor shall use only the forms provided in the Bidding Documents or photocopies thereof and shall make no changes or alterations in the documents other than to add signature lines for joint ventures or limited liability companies in accordance with the instructions in the "Signature Requirements for Bidding Documents."

All documents will be submitted to the Canadian County Clerk's Office, 201 N. Choctaw Ave. El Reno OK. 73036, unless otherwise provided in the Bidding Documents.

## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and

Between \_\_\_\_\_

(Name of owner or individual)

"OWNER" and \_\_\_\_\_ doing business as an individual, or (contractor name)  
a partnership, or a corporation hereinafter called "CONTRACTOR":

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the following:

### CONTRACT NO. 2014-#2

### EMERGENCY REMOVAL OF STORM DEBRIS

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR shall commence the work required by the CONTRACT DOCUMENTS within **2** calendar days after the date of receipt of the Notice to Proceed, and will complete the same within **30** calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ or as shown in the Bid Schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- A. Notice to Bidders
- B. Information to Bidders
- C. Bid form and Schedule
- D. Bid Bond
- E. Construction Agreement
- F. Performance Bond
- G. Statutory Bond
- H. Maintenance Bond
- I. Drawings prepared by Canadian County
- J. Specifications prepared or issued by Canadian County
- K. Addenda # \_\_\_\_\_ dated \_\_\_\_\_

6. The OWNER will pay the CONTRACTOR in full within 30 days upon satisfactory completion of work performed and acceptance by the Board of County Commissioner unless otherwise agreed upon by both parties .

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four (4) copies each of which shall be deemed an original on the date first above written.

Date:

OWNER \_\_\_\_\_

Canadian County Board of Commissioners

\_\_\_\_\_  
David Anderson, Chairman

\_\_\_\_\_  
Phil Carson, Member

\_\_\_\_\_  
Jack Stewart, Member

(SEAL)

ATTEST:

\_\_\_\_\_  
Shelley Dickerson, County Clerk

(SEAL)

CONTRACTOR:

ATTEST:

\_\_\_\_\_  
(Name of firm)

BY

\_\_\_\_\_  
(signature)

BY

\_\_\_\_\_  
(signature)

NAME \_\_\_\_\_  
(typed)

NAME \_\_\_\_\_  
(typed)

**Title** \_\_\_\_\_  
(Secretary Treasurer)

**Title** \_\_\_\_\_  
(President/Vice-president)

ADDRESS

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

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_

as Principal, and a corporation organized under the Jaws of the State of Oklahoma

and authorized to transact business in the State of Oklahoma,

and \_\_\_\_\_

as Surety are held and firmly bound unto the Canadian County in the penal sum of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

in lawful money of the United States of America, for 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 \_\_\_\_\_, 2013.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written agreement with Canadian County, dated

\_\_\_\_\_, 2013, for

Bid Number 2014-#2, Emergency Debris Removal, all in compliance with the plans and specification therefore, made a part of said Agreement and on file in the Canadian County Clerk Office. 201 N. Choctaw Ave. El Reno OK. 73036

....

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractors of said Principal who perform work in the performance of such contract, for labor and materials and repairs to and parts for 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.

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 said 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 \_\_\_\_\_

ATTEST:

BY \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

SURETY: \_\_\_\_\_

BY \_\_\_\_\_

NAME (printed or typed) \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST:

BY \_\_\_\_\_

Name.(printed or typed) \_\_\_\_\_

Title; \_\_\_\_\_

(Seal)



*PERFORMANCE BOND*

KNOW ALL MEN BY THESE PRESENTS: that

---

A corporation, hereinafter called Principal, and

---

Hereinafter called Surety, are held and firmly bound into the Canadian County, 201 North Choctaw, El Reno, Oklahoma 73036, hereinafter called Owner,

In the penal sum of \_\_\_\_\_ Dollars, (\$        )

In lawful money of the united. States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the            day of            , 2013, a copy of which is hereto attached and made a part hereof for the scope of work for:

**Bid Number 2014-#2**

**EMERGENCY REMOVAL OF STORM DEBRIS**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose Claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts each one of whom shall be deemed an original, this                      day of                      , 2013.

(SEAL)

ATTEST:

\_\_\_\_\_  
Principal Secretary

\_\_\_\_\_  
Principal

BY \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_

(SEAL)

Surety \_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact \_\_\_\_\_

Address: \_\_\_\_\_

WITNESS:

\_\_\_\_\_

Name (typed or printed) \_\_\_\_\_

Address \_\_\_\_\_

NOTE: Date of bond must not be prior to date of Agreement. if Contractor is a partnership, all partners should execute the bond.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

## MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_

as Principal, and \_\_\_\_\_

a corporation organized under the laws of the State of Oklahoma and authorized to transact

business in the State of Oklahoma, as Surety, are held and firmly bound unto the Canadian

County in penal sum of \_\_\_\_\_

Dollars \$\_\_\_\_\_ in lawful money of the United States of America, said sum being equal

to one hundred percent (100%) of the total contract price for the first (1) year, ten percent

(10%) for four (4) years after completion and final acceptance (total of 5 years maintenance), 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 \_\_\_\_\_ 2013.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Agreement with

Canadian County, dated \_\_\_\_\_, 2013, for

Bid Number 2014-#2, Emergency Removal of Storm Debris

all in compliance with the plans and specifications therefore, made a part of said

Agreement and on file in the Canadian County Clerk's Office 201 N. Choctaw Ave. El Reno OK. 73036.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to Canadian County all damages, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of five (5) years ({one hundred (100%) percent for first year, ten (10%) for four years thereafter, of total contract price} for all projects for the construction of utilities) from and after acceptance of said project by Canadian County; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if principal shall save and hold\_Canadian County harmless from all damages, loss and expense occasioned by or resulting from any failure whatsoever of 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 his name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said 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.

(SEAL)

Principal:

ATTEST:

\_\_\_\_\_

BY:

\_\_\_\_\_

TITLE.

\_\_\_\_\_

(SEAL)

SURETY:

\_\_\_\_\_

BY

\_\_\_\_\_

Attorney-in-Fact

ATTEST:

NAME

\_\_\_\_\_

\_\_\_\_\_

NAME: printed or typed}

\_\_\_\_\_

## LIST OF CONTRACTOR INFORMATION NUMBERS

Oklahoma Tax Commission\_\_\_\_\_

Oklahoma Employment Security Commission\_\_\_\_\_

Oklahoma Department of Labor\_\_\_\_\_

Internal Revenue Service\_\_\_\_\_

Social Security Administration\_\_\_\_\_



**Canadian County**  
**Purchasing**

**Affidavit / Proof of Mailing**

Date Issued: July 10, 2013  
Bid Number: **2014-#02**  
Closing Date: July 19, 2013 at 4:00pm  
                    PO Box 458, 201 N. Choctaw Ave., El Reno, OK 73036  
Opening Date: July 22, 2013 at 9:30am  
                    Commissioner's Meeting Room, 201 N. Choctaw Ave., El Reno, OK 73036

-----  
~ AFFIDAVIT~

Storm Debris Removal / County Commissioners

State of Oklahoma   )  
County of Canadian ) §

I, Sherry Murray, Purchasing Agent, in and for said County and State, do hereby certify that "Invitations to Bid" were sent to the following:

Adeoye Enterpreneurial Advantage, Inc  
dba AEA Environmental Services  
330 W Gray Ste. 100-6  
Norman, OK 73069

Asplundh Environmental Services, Inc  
217 Fairhope Avenue  
Fairhope, AL 36532

Bid News  
[project@bidnews.com](mailto:project@bidnews.com)

BT EXP Global Services  
Attn: Billy Turner  
204 Loomis Road  
Weatherford, OK 73096

Ceres Environmental Services, Inc  
3825 85<sup>th</sup> Avenue North  
Brooklyn Park, MN 55443

Construction Adventures, Inc  
5465 Hwy 43 South  
Joplin, MO 64804

DeAngelo Brothers Inc  
Attn: Christine Saweck  
100 North Conahan Drive  
Hazleton, PA 18201

ePlan  
4115 South Providence  
Columbia, MO 65203

Francis Tuttle Vo-Tech Center  
Attn: Bid Assistance-Judy Robbins  
12777 N Rockwell  
Oklahoma City, OK 73142

Green Environmental Services  
Attn: John F Hafner  
PO Box 489  
4340 N Shepard #12  
El Reno, OK 73036

Hensley R Lee Contracting, Inc  
311 Acorn Lane  
Picayune, MS 39466

IED Disaster & Construction Specialists  
Attn: Dan Davis  
263 3<sup>rd</sup> Street, 5<sup>th</sup> Floor  
Baton Rouge, LA 70801

OMNI Pinnacle, LLC  
90 Glen Court  
Pearl River, LA 70452

Online Data Service  
8460 Holcomb Bridge Road, Suite 100  
Alpharetta, GA 30322

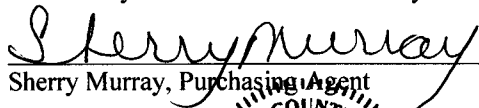
PFS, Inc  
Attn: Robert A Smith  
2608 Fox Drive  
Tuttle, OK 73089

Reed Construction Data  
Attn: Laura Penn  
30 Technology Pkwy South, Ste. 100  
Norcross, GA 30092

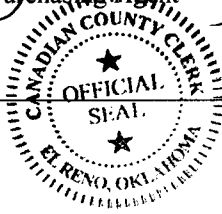
Santee Modular Homes, Inc  
Attn: Kathy Pressler  
233 Merri Oaks Court  
Santee, SC 29142

TFR Enterprises, Inc  
Attn: Tiffany Wilkes  
601 Leander Drive  
Leander, TX 78641

Witness my hand and seal this 10<sup>th</sup> day of July, 2013.

  
Sherry Murray, Purchasing Agent

(SEAL)



201 N. Choctaw Avenue, El Reno, OK 73036  
405.262.1070 ~ Fax 405.422.2411  
[www.canadiancounty.org](http://www.canadiancounty.org)





**Canadian County**  
**Purchasing**

**BID CHECKLIST**

Date Issued: July 10, 2013  
Bid Number: **2014-#02**  
Closing Date: July 19, 2013 at 4:00pm  
                    PO Box 458, 201 N. Choctaw Ave., El Reno, OK 73036  
Opening Date: July 22, 2013 at 9:30am  
                    Commissioner's Meeting Room, 201 N. Choctaw Ave., El Reno, OK 73036

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**TO HELP PREVENT BIDS FROM BEING REJECTED FOR LACK OF COMPLETION  
PLEASE CHECK FOR THE FOLLOWING:**

Is the Invitation to Bid Signed and Notarized? \_\_\_\_\_

Are all applicable spaces filled in? \_\_\_\_\_

Are all necessary papers enclosed? \_\_\_\_\_

Is the Bid # and Closing Date on outside of return envelope? \_\_\_\_\_

Thank You,

Sherry Murray, Purchasing Agent