

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

DATE ISSUED  
August 5, 2013  
Page 1 of 2

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

BID NUMBER Parking Lots / #2014-#04 County Commissioners  
BID CLOSING DATE AND HOUR Sept. 9, 2013 at 10:00 am  
REQUIRED DELIVERY DATE SEE SPECIFICATIONS  
\_\_\_\_\_ Days after award of Purchase Order

TERMS Net, FOB this bid will open Sept. 9, 2013 at 10:00am  
DATE OF DELIVERY: SEE SPECIFICATIONS

ITEM	QUANTITY	UNIT OF ISSUE	DESCRIPTION	UNIT PRICE	TOTAL
(1) or more			<p>Canadian County Commissioners are seeking bids for the construction of parking lots.</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: Dave Anderson, Chairman 200 N. Choctaw El Reno, OK 73036 (405) 205-8955</p>		<p>\$ _____</p> <p>Total</p>

APPROVED  
Date 8-1-13  
David Anderson  
Officer of Department Head

STATE OF OKLAHOMA  
CANADIAN COUNTY  
FILED OR RECORDED  
AUG - 1 2013  
5<sup>th</sup>  
SHELLEY DICKERSON  
COUNTY CLERK  
13647

**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 10/09/2013  
(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**

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Date Issued: August 5, 2013  
Bid Number: **2014-#04**  
Closing Date: September 9, 2013 at 10:00am  
                  PO Box 458, 201 N. Choctaw Ave., El Reno, OK 73036  
Opening Date: September 9, 2013 at 10:00am  
                  Commissioner's Meeting Room, 201 N. Choctaw Ave., El Reno, OK 73036

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~ SPECIFICATIONS~

Parking Lots / County Commissioners

Canadian County Commissioners are seeking bids for the construction of parking lots.

See Contract Documents and Specifications attached.

For Information Contact:

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  
smurrav@okcana.cogov.net

**BOARD OF COUNTY COMMISSIONERS OF  
CANADIAN COUNTY**



**CONTRACT DOCUMENTS AND SPECIFICATIONS  
FOR  
PARKING LOTS**

**BID NOTICE: 2014-04**

**BID CLOSING DATE: September 9, 2013**

**AUGUST 2013**



By:

**Cowan Group Engineering, LLC**  
437 W. Wilshire, Suite A  
Oklahoma City, OK 73116  
Phone: 405.463.3369  
CA # 6414 6/30/14

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**SPECIFICATIONS:**

**DIVISION 1 - GENERAL REQUIREMENTS**

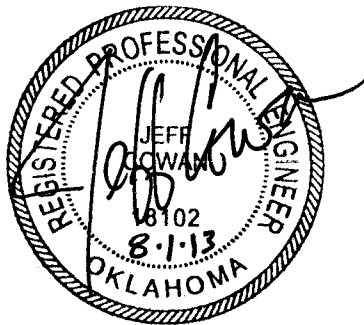
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**Responsible Registrant**

Cowan Group Engineering, LLC



CA No. 6414 (Expires 6/30/14)

\_\_\_\_\_  
Jeff Cowan, P.E.  
Project Manager

## SOLICITATION FOR BIDS

### BID NOTICE 2014-04

Sealed bids will be received by the Purchasing Agent of Canadian County, Oklahoma at the Canadian County Courthouse located at 201 N. Choctaw, El Reno, Oklahoma, 73036, until **10:00 am**, Central Local Time, on the **9<sup>th</sup> of September, 2013** for the construction of Parking Lots. Bids will be publicly opened and read aloud in the Commissioner's Conference Room, 201 N. Choctaw, El Reno, Oklahoma, on the **9<sup>th</sup> of September at 10:00 am**. This project consists of furnishing all required materials, supplies, equipment, tools, and plant to perform all necessary labor for the construction of Parking Lots.

The work shall be done in accordance with plans and specifications on file in the Engineer's Office. Plans, specifications, and other bidding documents are available for public inspection, and hardcopy or PDF on CD may be obtained by visiting the Engineer, Cowan Group Engineering, LLC, 437 W. Wilshire, Suite A, Oklahoma City, Oklahoma 73116. There will be a non-refundable charge for bidding documents and plans.

Complete hard copy or PDF on CD set of drawings and specifications for \$50.00.

No documents will be mailed until payment is received in full.

All blank spaces for bid prices must be completed, in ink or typewritten, and in both words and figures. Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

Bids received more than ninety-six (96) hours, excluding Saturdays, Sundays and holidays, before the time set for opening the bids, as well as bids received after the time set for receipt of bids, WILL NOT be considered and will be RETURNED UNOPENED.

A cashier's check, a certified check, or a surety bond in the amount of five percent (5%) of the bid shall accompany the sealed proposal of each bidder. Deposits will be returned to the unsuccessful bidders. Each bid submitted is a legal offer and when accepted by the Owner, constitutes a FIRM AND BINDING CONTRACT. The Owner reserves the right to REJECT ANY or ALL BIDS. The Owner reserves the unconditional right to cancel all or any portion of this project within thirty (30) days from the date of opening of bids, for any reason and at its sole discretion.

## Instruction to Bidders

EXAMINATION OF SITE Each bidder by making his bid represents that he has visited the site and familiarized himself with all the conditions under which the work is to be performed. No extra compensation will be allowed by reason of any matters or things concerning which the bidder did not inform him prior to bidding.

EASEMENTS Work performed on, or use of, easements shall be subject to the provisions of the easement agreements on file and open to inspection in the office of the Owner.

EXAMINATION OF BIDDING DOCUMENTS Each bidder by making his bid represents that he has read and understands the bidding documents. The bidder shall include in his bid prices any and all costs that may be necessary to complete the work in accordance with the requirements of the contract documents.

SUBSURFACE EXPLORATION DATA Investigations of subsurface conditions at the site is the responsibility of the Contractor. The Owner assumes no responsibility whatsoever with respect to the sufficiency of the Contractor's investigations, or of their interpretation, and there is no guarantee, either expressed or implied, that the conditions found by the Contractor are representative of those existing throughout the work or any part of it, or that unforeseen developments may not occur. The Contractor shall plan his work based upon his own subsurface information and assume responsibility for conditions other than those he may find.

INTERPRETATION OF CONTRACT DOCUMENTS Questions regarding documents, discrepancies, omissions, or intent of the specifications or drawings shall be submitted in writing to the Owner through the Engineer at least seven (7) days prior to opening of bids to provide time for issuing and forwarding an addendum. Any interpretation of the contract documents will be made only by addendum duly issued or delivered by the Owner to each person receiving a set of documents. The Owner will not be responsible for any other explanations or interpretation of the contract documents.

MATERIAL SUBSTITUTION Each bidder shall base his bid upon the materials and equipment as described in the bidding documents. The successful contractor will not be allowed to make any substitutions on his own initiative, but in each instance will be required to obtain authorization from the Owner before installing any work in variance with the requirements of the contract documents.

APPROXIMATE QUANTITIES On all items on which bids are to be received on a unit price basis, the quantities stated in the bid will not be used in establishing final payment due the Contractor. The quantities stated, on which unit prices are invited, are approximate only and each bidder shall make his own estimate from the contract drawings of the quantities required on each item and calculate his unit price bid for each item accordingly. Bids will be compared on the basis of number of units stated in the bidding schedule. Payment on the contract or unit price items shall be based on the actual number of units installed in the completed work.

BID SECURITY No bid will be considered unless the original copy filed with the Purchasing Agent is accompanied by a Bidder's Bond, Certified Check, or Cashier's Check in the required amount, made payable to the Owner. The bid security shall be in the amount of five percent (5%) of the total amount of the bid. It shall be five percent (5%) of the highest amount in the event of an alternate or several bids. The bid security is required as evidence of good faith and as a guarantee that if awarded the Contract, the bidder will execute the Contract and furnish the required bonds and insurance within the required time and the guarantee will serve as liquidated damages in the event of failure to do so.

QUALIFICATIONS OF BIDDERS In determining the lowest responsible bid, the following elements will be considered: Whether the bidder involved (A) maintains a permanent place of business; (B) has adequate plant equipment to do the work properly and expeditiously; (C) has a suitable financial status

to meet obligations incident to the work; and (D) has appropriate technical experience.

Each bidder may be required to show that former work performed by him has been handled in such manner that there are no just or proper claims pending against such work. No bidder will be acceptable if he is engaged on any other work which impairs his ability to finance this contract or provide proper equipment for the proper execution of same. Each bidder shall demonstrate his ability of meeting all requirements herein stipulated, if asked for them.

**RETURN OF BID SECURITIES** The security of the three lowest bidders will be returned after the execution of the agreement with the successful bidder and the approval of his bonds and insurance. The security of all other bidders will be returned promptly after the bids have been opened and reviewed by the Owner. If all bids are rejected, the securities will be returned at the time of rejection.

**AGREEMENT, BONDS, INSURANCE** The attention of bidders is specifically directed to the forms of agreement and bonds to be executed and the types of insurance to be taken out in the event a contract award is made.

**BID SUBMITTAL** Each bid, properly signed, together with the bid security, affidavits, and qualification statements (if required), shall be enclosed in a sealed envelope addressed and entitled as specified in the Invitation to Bid. All addenda issued shall be signed and included with the documents at the time of bid submittal.

**Complete and submit one (1) original and two (2) copies of the following documents:**

- 1. Bid Proposal Form.**
- 2. Bid Bond, Cashier's Check, or Certified Check.**
- 3. Business Relationship Affidavit.**
- 4. Non-Collusion Affidavit.**
- 5. Qualification Statements if required.**

**WITHDRAWAL OF BID** Any bid may be withdrawn at any time prior to the hour fixed in the Invitation to Bid for the opening of bids, provided that a request in writing executed by the bidder or his duly authorized representative for the withdrawal of such bid is filed with the Owner prior to the time specified for the opening of bids. The withdrawal of a bid will not prejudice the right of a bidder to file a new bid, except that the new bid must be submitted prior to the date and time for submitting bids.

**PENALTY FOR COLLUSION** If at any time it shall be found that the person, firm, or corporation to whom the Contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the Contract so awarded shall be null and void, and the Contractor and his sureties shall be liable to the Owner for all loss for damage which the Owner may suffer thereby, and the Owner may advertise for new bids for said work.

**LICENSE** Each bidder shall possess state and local licenses as are required by law, and shall furnish satisfactory proof to the Owner upon request that the licenses are in effect during the entire period of the Contract.

**AWARD OF CONTRACT** The award of any contract or contracts will be made to the lowest responsible bidder or bidders. The Owner reserves the right to reject any or all bids, or to waive irregularities or informalities at its discretion. In the event that the approvals are not received or the Owner cannot award or reject said proposals within 90 days from the date of opening of bids, bidders shall have the right to withdraw their bids on written notice to the Owner.

**EFFECTIVE DATE OF AWARD** If a contract is awarded by the Owner, such award shall be effective when formal notice of such award, signed by the authorized representative of the Owner, has been



delivered to the intended awardee, or mailed to him at the main business address shown on his bid, by some officer or agent of the Owner duly authorized to give such notice.

EXECUTION OF AGREEMENT Copies of the agreement in the number stated in the form of agreement shall be executed by the successful bidder and returned, together with the required bonds and insurance, within fifteen (15) days from and after the date of the award of the Contract. Effective date of bonds shall be the same or later than the date of the agreement.

FAILURE TO EXECUTE AGREEMENT AND FILE BONDS AND INSURANCE Failure of a successful bidder to execute the agreement and file required bonds and insurance within the required time shall be just cause for the annulment of the award. On failure of a successful bidder to execute the agreement and file the required bonds and insurance within the required time, he shall forfeit his bid security as agreed herein above. Upon annulment of an award as aforesaid, the Owner may then award a contract to the next lowest responsible bidder.

PAYMENT FOR EXCESS COSTS AND LIQUIDATED DAMAGES The successful contractor will be required to pay for the excess cost of field engineering and inspection and liquidated damages as defined in the General Conditions of the Standard Specifications for Construction and the Contract Agreement, if extensions of time are not granted by Owner because of avoidable delays as therein defined.

WAGE DETERMINATION The Contractor shall comply with the current determinations, as required by law.

STANDARD SPECIFICATIONS FOR CONSTRUCTION The 2009 Standard Specifications for Highway Construction by the Oklahoma Department of Transportation and Standard Design Drawings shall be a part of these contract documents as if included herein. Each bidder shall have a copy in their possession to be eligible to bid on this project.

ADMINISTRATIVE MATTERS The Contractor shall obtain all permits and licenses required. The Contractor shall pay all fees associated with such permits, licenses and other.

This project is eligible for sales tax exemption.

**BID PROPOSAL FORM**

**BOARD OF COUNTY COMMISSIONERS OF CANADIAN COUNTY**

BID NUMBER 2014-04

THE UNDERSIGNED BIDDER, having examined the plans, specifications, the locations, arrangements, and conditions of roads, street, utilities and other facilities or appurtenances which affect or may be affected by the proposed work, the actual sites of the proposed improvements and being acquainted with and fully understanding: (1) the extent and character of the work covered by this proposal; (2) the locations and specified requirements of and for the proposed improvements and other items of work appurtenant thereto; and (3) the normal existing and probable construction difficulties, hazards or all other factors or conditions which may or may not be apparent, which may affect or be affected by the specified work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor; and to construct, erect, equip, and complete all work stipulated in, required by, and in accordance with the contract documents hereto attached and the specifications referred to therein (as altered, changed, or modified by any and all addenda thereto), for and in connection with the Contract for which this proposal is herein submitted for and in consideration of the prices set out herein.

The undersigned bidder hereby agrees to furnish the required Performance Bond, Statutory Bond, Maintenance Bond, and evidence of insurance and to enter into a contract within fifteen (15) days after the acceptance of this proposal, and further agrees to complete the work in 120 calendar days (stipulated in the Contract Agreement) from the date of the issuance by the Engineer/Owner of a Work Order authorizing commencement of work.

Attached hereto is a Certified Check, Cashier's Check or Bidder's Surety Bond in the amount of: \_\_\_\_\_ DOLLARS \$ \_\_\_\_\_ which the undersigned agrees is to be forfeited to and become the property of the Owner, as liquidated damages, should this proposal be accepted and the Contract be awarded to him, he fails to enter into a Contract in the form prescribed and to furnish the required bonds and evidence of insurance within fifteen (15) days as above stipulated, but otherwise the proposal guarantee shall be returned to the undersigned upon the signing of the Contract and delivery of the approved bonds and evidence of insurance to the Owner.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

If an Individual: \_\_\_\_\_,

doing business as: \_\_\_\_\_

**BASE BID**

PARKING LOTS BASE BID					
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
1.	EARTHWORK	1	LSUM		
2.	SOLID SLAB SODDING	612	SY		
3.	AGGREGATE BASE TYPE A	974	CY		
4.	STABILIZED SUBGRADE	5,846	SY		
5.	PRIME COAT	1,286	GAL		
6.	SUPERPAVE, TYPE S3 (PG 76-28 OK)	9	TON		
7.	P.C. CONCRETE PAVEMENT (6" THICK)	5,271	SY		
8.	REINFORCED P.C. CONCRETE PAVEMENT (6" THICK)	173	SY		
9.	CLASS C CONCRETE	1	CY		
10.	CONCRETE CURB (6" BARRIER-INTEGRAL)	3,101	LF		
11.	1'-8" COMB. CURB & GUTTER (6" BARRIER)	137	LF		
12.	2'-8" COMB. CURB & GUTTER (6" BARRIER)	382	LF		
13.	4" CONCRETE SIDEWALK	1,024	SY		
14.	TACTILE WARNING DEVICE-NEW	253	SF		
15.	REPLACEMENT OF MANHOLE FRAME & COVER	1	EA		
16.	MANHOLES ADJUST TO GRADE	1	EA		
17.	VALVE BOXES ADJUST TO GRADE	0	EA		
18.	METER BOXES ADJUST TO GRADE	1	EA		
19.	FIRE HYDRANT RESET	1	EA		
20.	REMOVAL OF EXISTING GRAVEL PARKING LOT & DRIVE	1,283	SY		
21.	REMOVAL OF CONCRETE PAVEMENT	19	SY		
22.	REMOVAL OF ASPHALT PAVEMENT	3,265	SY		
23.	REMOVAL OF CURB	427	LF		
24.	REMOVAL OF SIDEWALK	829	SY		
25.	REMOVE WATER METER AND METER CAN	1	EA		
26.	SAWING PAVEMENT	1,343	LF		
27.	REMOVE & RESET EXISTING SIGNS	14	EA		
28.	CONSTRUCTION STAKING	1	LSUM		
29.	MOBILIZATION	1	LSUM		
30.	(PL) REMOVE & RESET LIGHT POLE	2	EA		

**PARKING LOTS BASE BID (CONTINUED)**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
31.	SHEET ALUMINUM SIGNS	43	SF		
32.	TRAFFIC STRIPE (PAINT) (4" WIDE)	4,209	LF		
33.	TRAFFIC STRIPE (PAINT) (ARROW)	6	EA		
34.	TRAFFIC STRIPE (PAINT) (SYMBOLS)	16	EA		
35.	TRAFFIC STRIPE (PLASTIC) (24" WIDE)	88	LF		
36.	PAVEMENT MARKING REMOVAL (TRAFFIC STRIPE)	500	LF		
37.	CONSTRUCTION TRAFFIC CONTROL	1	LSUM		
38.	TEMPORARY SILT FENCE	629	LF		
39.	(PL) TEMPORARY INLET SEDIMENT FILTER	7	EA		
40.	CONCRETE WHEELSTOP	31	EA		
41.	HANDRAILING	7	LF		
42.	RETAINING WALL	386	SF		

**BASE BID \$** \_\_\_\_\_

**BASE BID IN WORDS \$** \_\_\_\_\_

**ADDITIVE ALTERNATE**

PARKING LOTS ADDITIVE ALTERNATE					
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
43.	EARTHWORK	1	LSUM		
44.	SOLID SLAB SODDING	621	SY		
45.	AGGREGATE BASE TYPE A	394	CY		
46.	STABILIZED SUBGRADE	2,366	SY		
47.	PRIME COAT	521	GAL		
48.	SUPERPAVE, TYPE S3 (PG 76-28 OK)	1	TON		
49.	P.C. CONCRETE PAVEMENT (6" THICK)	2,229	SY		
50.	CONCRETE CURB (6" BARRIER-INTEGRAL)	743	LF		
51.	1'-8" COMB. CURB & GUTTER (6" BARRIER)	42	LF		
52.	2'-8" COMB. CURB & GUTTER (6" BARRIER)	56	LF		
53.	4" CONCRETE SIDEWALK	122	SY		
54.	TACTILE WARNING DEVICE-NEW	20	SF		
55.	MANHOLES ADJUST TO GRADE	1	EA		
56.	VALVE BOXES ADJUST TO GRADE	1	EA		
57.	REMOVAL OF ASPHALT PAVEMENT	17	SY		
58.	REMOVAL OF CURB	63	LF		
59.	REMOVAL OF SIDEWALK	2	SY		
60.	REMOVE WATER METER AND METER CAN	2	EA		
61.	SAWING PAVEMENT	215	LF		
62.	CONSTRUCTION STAKING	1	LSUM		
63.	MOBILIZATION	1	LSUM		
64.	SHEET ALUMINUM SIGNS	6	SF		
65.	TRAFFIC STRIPE (PAINT) (4" WIDE)	1,334	LF		
66.	CONSTRUCTION TRAFFIC CONTROL	1	LSUM		
67.	TEMPORARY SILT FENCE	592	LF		

**ADDITIVE ALTERNATE BID \$** \_\_\_\_\_

**ADDITIVE ALTERNATE BID IN WORDS \$** \_\_\_\_\_

**TOTAL BASE BID + ADDITIVE ALTERNATE \$** \_\_\_\_\_

**TOTAL BASE BID + ADDITIVE ALTERNATE BID IN WORDS \$** \_\_\_\_\_

\_\_\_\_\_

Company: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Federal Tax I.D. \_\_\_\_\_

Company Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, of lawful age, being first duly sworn on oath that (s)he is the agent authorized by the firm of \_\_\_\_\_ to submit the above Contract to the Owner.

Affiant further states that such firm has not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the Owner, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

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 Canadian County, Oklahoma 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 officials concerning exchange of money or other thing of value for special consideration in the letting of a contract.

\_\_\_\_\_  
Firm \ Contractor

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

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

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

(Seal)

**BUSINESS RELATIONSHIP AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the 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 within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

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

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 are as follows:

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

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

\_\_\_\_\_ )  
SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

My commission expires: \_\_\_\_\_

(Seal)



**CONTRACT AGREEMENT**

THIS CONTRACT AND AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_\_, by and between the Board of County Commissioners of  
Canadian County, party of the first part, hereinafter termed "Owner", and \_\_\_\_\_  
\_\_\_\_\_, party of the second part, hereinafter termed "Contractor".

**WITNESSETH:**

WHEREAS, the Owner has caused to be prepared, in accordance with law, certain specifications, plans, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents and has received sealed proposals for furnishing materials, labor, and equipment for either of the indicated works.

This project consists of furnishing all required materials, supplies, equipment, tools, and plant to perform all necessary labor for the construction of Parking Lots. A City of El Reno Right-of-Way permit is required for curb cuts and new sidewalk.

The work shall be done in accordance with plans and specifications on file in the Engineer's Office as outlined and set out in the bidding documents and in accordance with the terms, specifications, plans, and provisions of said Contract; and,

WHEREAS, Contractor, in response to request for bids, has submitted to the Owner in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the Owner, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above named Contractor to be the lowest responsible bidder on the above described project, and has duly awarded this Contract to said Contractor, for the sum named in the proposal to-wit:

\_\_\_\_\_ DOLLARS (\$)

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed, and hereby agree, as follows:

- (1) That the Contractor hereby agrees to furnish all tools, equipment, materials, and labor, and to build and complete the above described project in accordance with the specifications therefore on file with the Engineer and Owner.
- (2) That the Owner shall pay the Contractor for the work performed, as follows:
  - a. Payment for unit price items shall be at the unit price bid for actual construction quantities.
  - b. Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities.
  - c. At the end of each month the Engineer will make written estimates of the materials in place and accepted, and the amount of work performed in accordance with the