

AFFIDAVIT OF PUBLICATION

County of Muskogee,
State of Oklahoma

The Muskogee Phoenix

214 Wall St
Muskogee, Ok, 74402
918-684-2858

CASE

BID#
CDBG

I, **Kristina Hight**, of lawful age, being duly sworn upon oath, deposes and says that I am the Class Advisor of The Muskogee Phoenix, a daily/weekly publication that is a "legal newspaper" as that is defined in 25 O.S. § 106, as amended to date, for the City of Muskogee, for the County of Muskogee, State of Oklahoma. The attachment hereto contains a true and correct copy of what was published in the regular edition of said newspaper, and not in a supplement, in consecutive issues on the following dates:

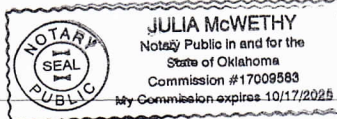
PUBLICATIONS: Oct 6, 2023

Kristina Hight
Kristina Hight

Signed and sworn to before me
On this 6 day of Oct., 2023.

Julia McWethy
Julia McWethy, Notary Public
My Commission expires: 10-17-2025
Commission # 17009583

(SEAL)



Published in The
Muskogee Phoenix
October 6, 2023

ADVERTISEMENT FOR BIDS

Notice is hereby given that Muskogee County, hereinafter called the "Owner" will receive sealed bids at the Muskogee County Clerk's office, located at 400 W Broadway, Suite 110, Muskogee OK, 74401, until 9:30a.m., on October 30, 2023, for:

CDBG Project Activity: The project will consist of the overlay of the overlay of approximately 8/10 of a mile of South 54th Street in Muskogee County, immediately west of the Town of Summit, from Chimney Mountain Road to Oktaha Rd.

CDBG Project Number: 18526 CDBG 21.

All bids must include assurances that the following provisions will be complied with:

1. Federal Labor Standards Provisions, US Department of Labor, 29 CFR 5; Subpart A - Davis-Bacon Act; Subpart B - Fringe Benefit Provision.
2. Section 109 of the Housing and Community Development Act of 1974, which assures that no person shall, on the grounds of race or natural

assigning reason therefore, and to make the award in the best interest of the owner. Bid must be awarded to the lowest, responsive, and responsible bidder pursuant to the Oklahoma State Competitive Bidding Act of 1974 as amended.

Specifications and Bid Documents are on file with the Owner and are available in the office of the County Clerk.

Clerk

Date

TERMS and CONDITIONS

1. Sealed bids will be opened in the Commissioner's Conference Room, 400 W BROADWAY, SUITE 010 MUSKOGEE, 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 MUSKOGEE County,

race, color, national origin, or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination.

3. Non-Segregated Facilities. Certification that assures the bidder does not maintain or provide any segregated facilities.

4. Executive Order 11246. EEO provisions require affirmative action and prohibits federal contractors from discriminating on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin.

5. Minority Business Enterprise and Women Business Enterprise provisions which encourage minority-owned business and women-owned businesses to bid on the project.

6. Circular 570 - Assurances that surety companies executing bonds appear on the Treasury Department's list and are authorized to transact business in the State where the project is located.

7. SAM.gov Registration - Entities must be Active in SAM.gov with no exclusions in order to receive a federally assisted contract.

The Owner reserves the right to reject any or all bids, waive any irregularities or technicalities without

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 10/30/2023 9:30am

Bid #5 **MUST** be on the outside of the envelope.

Mail to: Muskogee County Clerk
Attn: Bid
PO Box 1008
Muskogee, OK 74402

or

Muskogee County Clerk
Attn: Bid
400 W Broadway
Muskogee, OK 74402

If you have any questions feel free to contact:

Polly Irving,
Muskogee County Clerk
918-682-2169

or

Kevin Wilson
918-682-9601

Acct: 160

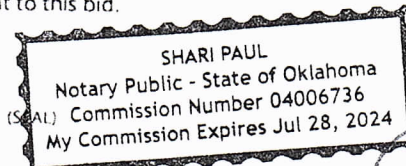
Fee: \$ 105.65

TERMS and CONDITIONS

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MUSKOGEE, 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 MUSKOGEE 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 10/30/2023 (Date) 9:30am

AFFIDAVIT: I, the undersigned, of lawful age, being first duly sworn on oath say the 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 30 day
of October, 2023



Firm:

My commission expires 7/28/24
[Signature]
NOTARY PUBLIC (CLERK OR JUDGE)

Signed by:

(Manual Signature of Undersigned)

Address:

3500 N. York St.
Muskogee, OK

Phone:

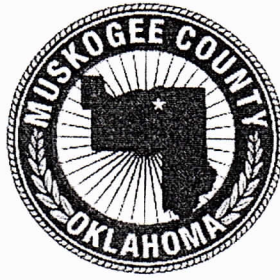
918-681-1166

Zip:

74403

In accordance with 62 O.S. § 310.9

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



Bid #5 **MUST** be on the outside of the envelope.

Mail to: Muskogee County Clerk
Attn: Bid
PO Box 1008
Muskogee, OK 74402

or

Muskogee County Clerk
Attn: Bid
400 W Broadway
Muskogee, OK 74401

If you have any questions feel free to contact:

Polly Irving,
Muskogee County Clerk
918-682-2169

or

Kevin Wilson
918-682-9601

INFORMATION FOR BIDDERS

Bids will be received by Muskogee County (Herein called the "Owner") at the Clerk's office 400 W Broadway, Ste 110, Muskogee, OK. 74401 until, 9:30 a.m., CST, on the 30th day of October, 2023, and then at said office publicly opened and read aloud.

Each bid must be submitted in a sealed envelope addressed to Muskogee County Commissioners at 400 W Broadway, Muskogee, OK. 74401. Each sealed envelope containing a bid must be plainly marked on the outside as a "Bid for Summit S 54th Street W" and the envelope should bear on the outside the bidder's name, address, and license number, if applicable, 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 to the Owner at

400 W Broadway Suite 110, Muskogee, OK. 74401.

All bids must be made on the required bid form. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required.

The Owner may waive any informalities or minor defects or reject any, and all bids. Any bid may be withdrawn prior to the above-scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the bidders.

Bidders must satisfy themselves on the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the drawings and specifications, including addenda. After bids have been submitted, no bidder shall assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

Prior to bidding, the Owner shall provide bidders with all information that is pertinent to and delineates and describes the land owned and rights-of-way acquired or to be acquired.

The contract documents contain the provisions required for the construction of the project. Information obtained from an officer, agent or employee of the Owner or any other person shall not affect the risks or obligations assumed by the contractor or relieve the contractor from fulfilling any of the conditions of this contract.

Each bid must be accompanied by a bid bond payable to the Owner for five percent of the total amount of the bid. As soon as the bid prices have been compared, the Owner will return the bonds of all except the three lowest responsible bidders. When the agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment the payment bond and performance bond and/or statutory bond have been executed and approved, after which will be returned. A certified check may be used in lieu of the bid bond.

A performance bond and a payment/statutory bond, each in the amount of 100 percent of the contract price and each with a corporate surety approved by the Owner, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign bid bonds are payment bonds and performance bonds must file with each bond a certified copy of their Power of Attorney bearing the effective date.

The party to whom the contract is awarded will be required to execute the agreement and obtain the performance bond and statutory bond within ten (10) calendar days from the date when Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary agreement and bond forms. In case of failure of the bidder to execute the agreement, the Owner may consider the bidder in default, in which case the bid bond accompanying the proposal shall become the property of the Owner.

The Owner, within ten (10) days of receipt of acceptable performance bond, statutory bond and agreement signed by the party to whom the agreement was awarded, shall sign the agreement, and return to such party an executed duplicate of the agreement. Should the Owner not execute the agreement within such period, the bidder may, by written notice, withdraw the signed agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The Notice to proceed shall be issued within ten (10) days of the execution of the agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the Owner and contractor. If the Notice to Proceed has not been issued within the ten-day period or within the period mutually agreed upon, the contractor may terminate the agreement without further liability on the part of either party.

The Owner may make such investigations as deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the agreement and to complete the work contemplated therein.

A condition or qualified bid will not be accepted.

Award will be made to the lowest responsible bidder.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the contract documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation with respect to its bid.

Further, the bidder agrees to abide by the requirements under Executive Order No. 11246, as amended, including, specifically, the provisions of the Equal Opportunity Clause set forth in the Supplemental General Conditions.

When alternate bids are taken, they will be listed in numerical order with the highest priority being number one, second priority being number two, etc.

When alternates are used, the low bidders will be selected by the lowest and best bid, considering all bids, which include the selected alternate bids.

The alternates will be listed in consecutive priority order to remain within the funds available for the project.

The low bidder shall supply the names and addresses of major material suppliers and subcontractors when required to do so by the Owner.

SPECIAL NOTE TO BIDDERS:

As a part of the bid on this project, the successful bidder will be required to meet all requirements of the Underground Facilities Damage Prevention Act when engaged in work within the public right-of-way in the same manner as in private right-of-way.

BID PROPOSAL

Proposal of Rosscon LLC
(hereinafter called "Bidder"), organized and existing under the laws of the
State of Oklahoma, doing business as a Corporation
*, to Muskogee County (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes
to perform all work for the: construction of an asphalt overlay of
Type "B" Asphalt (Laid in Place) approximately .8 mile (4224lf) long, and
22' wide, compacted to a depth of 2". Project location is S.54th Street W
from Chimney Mountain Road to Oktaha Road.

in strict accordance with the contract documents within the time set forth
therein and at the prices stated below.

By submission of this bid, each Bidder certifies, and in the case of
a joint bid each party certifies as to its own organization, that this bid
has been arrived at independently, without consultation, communication, or
agreement as to any matter relating to this bid, with any other Bidder or
with any competitor.

Bidder hereby agrees to commence work under this contract within ten
(10) days of the date to be specified in the Notice to Proceed and to fully
complete the project within 30 consecutive calendar days thereafter.
Bidder further agrees to pay as liquidated damages the sum of
\$ -0- for each consecutive calendar day thereafter as provided in Section
15 of the General Conditions.

No Bidder may withdraw a bid within 60 days after the actual opening
thereof. Each bid must be accompanied by a bid bond payable to Owner for
5% of the amount bid.

Bidder acknowledges receipt of the following addenda: N/A

Bidder agrees to perform all the work described in the contract
documents for the following unit prices or lump sum.

NOTE: Bids shall include sales tax and all other applicable taxes and
fees.

*Insert "a corporation", "a partnership" or "an individual", as applicable.

BID SCHEDULE

NO.	ITEM	UNIT	UNIT PRICE	AMOUNT	TOTAL PRICE
	2" Overlay	1200/ton	\$93.00		\$111,600.00

Respectfully submitted,

Signature

Firm Name

Title

Address

Employer ID

Phone

[(SEAL) if bid is by a corporation]



Date

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF Oklahoma)
)
COUNTY OF Muskogee) ss.

Bradley Ross, of lawful age, being first duly sworn upon oath, states 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:

None

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:

None

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:

None

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

[Signature]

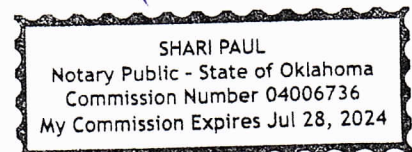
Affiant

Subscribed and sworn to before me this 30 day of October, 2023

[Signature]
Notary Public

My Commission Expires:

7/28/24



NOTE: This form is to be submitted with the bid.

NON-COLLUSION AFFIDAVIT

STATE OF OKLAHOMA)
COUNTY OF Muskogee) ss.

Braden Ross, of lawful age, being first duly sworn upon oath, states that (s)he is the agent authorized by the Bidder to submit the attached bid. Affiant further states that the Bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or with any 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.

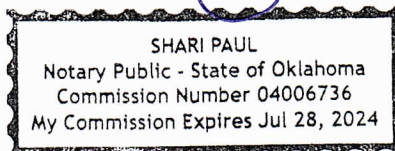
[Signature]
Affiant

Subscribed and sworn to before me this 30 day of October, 2023

[Signature]
Notary Public

My Commission Expires:

7/28/24



NOTE: This form is to be submitted with the bid.

PAYROLL AFFIDAVIT

STATE OF OKLAHOMA)

COUNTY OF Muskogee)

ss.

Braden Ross, of lawful age, being first duly sworn upon oath, states that (s) he is the agent authorized by the Bidder to submit the attached bid. Affiant further states that (s) he has submitted the required payroll information to the Wage and Hour Division of the Employment Standards Administration of the United States Department of Labor.

[Signature]

Affiant

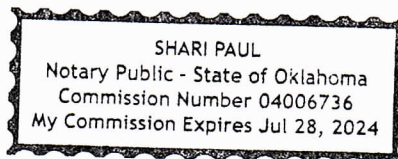
Subscribed and sworn to before me this 30 day of October, 2023.

[Signature]

Notary Public

My Commission Expires:

7/28/24



NOTE: This form is to be submitted with the bid.

CLAIM OR INVOICE AFFIDAVIT

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

The undersigned _____ (Engineer or supervisory official) , of lawful age, being first duly sworn upon oath, states that this invoice, claim or contract) is true and correct. Affiant further states that the (Work, services, or materials), as shown by this invoice or claim, have been (Completed or supplied) _____ in accordance with the plans, specifications, orders, or requests furnished to the Affiant. Affiant further states that (s)he has not paid, given, or donated or agree to pay, give, or donate, either directly or indirectly, to any elected official, officer, or employee of the State of Oklahoma any money or any other thing of value to obtain payment or the award of this contract.

Affiant (Engineer or other Supervisory
Official)

Subscribed and sworn to before me this _____ day of _____,
_____.

Notary Public

My Commission Expires:



Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Rosscon LLC

3500 N. York St., Muskogee, OK 74403

as principal, hereinafter called the Principal, and Granite Re, Inc., 14001 Quailbrook Drive, Oklahoma City, OK 73134,
a corporation duly organized under the laws of the State of Minnesota as Surety, hereinafter called the Surety, are held
and firmly bound unto Muskogee County Commissioners

400 W. Broadway, Suite 110, Muskogee, OK 74401

as Obligor, hereinafter called the Obligor, in the sum of ****

Five Percent of Bid Amount (5%) ****

for payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

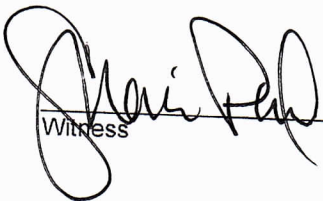
Project: Bid #5, CDBG Project Number: 18526 CDBG 21, Summit S 54th Street W

Bid Date: 10/30/2023

The conditions of this Bond are such that if the Obligor accepts the bid of the Principal within the time specified in the bid documents or within such time period as may be agreed to by the Obligor and Principal, and the Principal either (1) enters into a contract with the Obligor in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Obligor, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Obligor the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Obligor and Principal to extend the time in which the Obligor may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids, and the Obligor and Principal shall obtain the Surety's consent for an extension beyond sixty (60) days.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10/30/2023


Witness

Rosscon LLC


Title President



Granite Re, Inc.



Kenneth D. Whittington, Attorney-in-Fact

(SEAL)

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

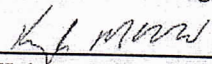
KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



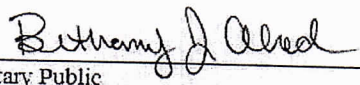

Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620




Notary Public

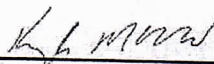
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
October 30 , 2023 .




Kyle P. McDonald, Assistant Secretary

The Surety, for value received, hereby stipulates, and agrees that the obligations of said Surety and its bonds shall in no way be impaired or affected by any 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 their proper officers the day and year first set forth above.

Principal

Surety

By: _____

ATTEST: (if by corporation)

Types Name & Title

Corporate Seal