OSAI Form ARPA-2 (2021)

# Fiscal Recovery Funds Expenditure Documentation

Date 9/11/	MUS	SKOGEE County, Oklahoma
Identify the need or risk		
The existing bridge #123 located on W.	93rd St. S. appx 300 feet west of Old 69 near 0 used the breakdown of the roadway and issues	
How does the proposed expenditure re- Replacement of the existing bridge with alliviate and mitigate flooding.	spond to the need or risk? a 55' span steel stucture including grade, drain	nage, and surface will help
Expenditure Category Infrastructure		
Expenditure: detail level 6.1 Provision	on of Government Services	
FAQ number (if applicable)		
Estimated amount of expenditure	\$ 172,760.00	
Submitted to Governing Board by	Ken Doke	******
Approved	Remains Pay	Date
Denied	Griff	
Reason for denial:	•	
Purchase Order number (if applicable)		
Notes		

(Attach this form to the PO along with other supporting documentation)

SA&I 1-4040 (2012)	MUSKOGEE		County, Oklahoma
	COUNTY PURCHASING OFFICE		
	400 W BROADWAY, SUITE 110		
	MUSKOGEE, OKLA	HOMA 74401	
	Phone Number	(918) 682-2169	
			among the same and

### 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.

Page April 24, 2023

1 of 10

BID NUMBER	BID CLOSING DATE AND HOUR	REQUIRED DELIVERY DATE
65	05/15/2023 9:30am	
		(Days after award of Purchase Order)  Date of Delivery

TERMS Date of

ITEM Q	UANTITY	UNIT OF	DESCRIPTION	UNIT PRICE	TOTAL
			for Muskogee County District 1		
			Mail to: Muskogee County Clerk PO Box 1008 Muskogee, OK 74402		
			Muskogee County Clerk 400 W Broadway Muskogee, OK 74401  If you have any questions, please feel free to contact:  Polly Irving, Muskogee County Clerk 918-682-2169 or Brian DeShazo, Deputy County Dist 1 Commissioner 918-682-4511		

### **TERMS and CONDITIONS**

1.	Sealed bids will be opened in the Commissioner's Conference Room	1, 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 en closing date written on the outside of the envelope.	velopes (one to an envelope) with bid number and
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 of non-collusion. A form is supplied below.	goods or services to furnish a notarized sworn statement
8.	Bids will be firm until	
betwee letting	om of competition by agreement to bid at a fixed price or to refrain frantity; quality or price in the prospective contract or any other terms deen bidders and any state official concerning exchange of money or or gof a contract; that the bidder/contractor has not paid, given or done by the State of Oklahoma (or other entity) any money or other thring of the award of a contract pursuant to this bid.	of said prospective contract; or in any discussions other thing of value for special consideration in the ated or agreed to pay, give or donate to any officer or
Subscri	bed and sworn before this 10th day	
01	. 20 23 (SEAL)	
	Firm: TRRY Se	Juriges. 2 & C.
Мусот	imission expires 1-25-27 Signed by: (Narical Signature of Unide	Bylin Righed
D	Address: P.O. Box 218	3, Stillunter OK. 105-374-8763
THE CONTRACT OF THE CONTRACT O	# 23001221 In accordance with 62 0.5.	
THE THE PARTY OF T	EXP. 01/25(1) if either terms and conditions can be added at the conditions can be added at t	e discretion of the county officers.

### Invitation to Bid

The Board of County Commissioners of Muskogee County, Oklahoma are seeking sealed bids for the construction of a 55 foot span steel bridge to replace the existing bridge (#123) located on West 93<sup>rd</sup> Street So. approx. 300 feet west of Old Hwy 69 near Oktaha located at (35.624288, -95.450277)

This project will used recycled beams supplied by the County. Engineering Plans have been written for this project site by Circuit Engineering District #2. Please contact them direct with any specific questions that you have regarding the plan specifications.

Contact Monty Proctor, Engineer at: 918-682-2125.

This Bidding will be conducted with two (2) bidding options:

- TURNKEY delivery where the County provides the side-drain culvert & road materials
  and the contractor will place and compact the road fill to final grade & install the
  ditch and driveway culvert per plan at the northeast corner of the bridge in addition
  to the construction of the Steel Bridge.
- STRUCTURE ONLY delivery where the County does all the road work separate and in coordination with the Contractor. The Guardrail will be installed on the bridge; the County will install the guardrail transition and roadway posts and turndown upon their completion of the road building.

### **Required Specifications**

- The successful bidder must be certified contractor with the Oklahoma Department of Transportation
- 2. 1999 ODOT Bridge Construction Standards
- 3. All work to be IAW Standard Specifications for Highway Construction, 2009 edition

### PROJECT DESCRIPTION

### SCOPE OF WORK - OPTION 1 (TURNKEY)

- 1. Contractor will demolish and haul off existing structure
- 2. County will provide the crosstown beams
- 3. County will haul the needed roadway fill material to the jobsite
- 4. County will provide the traffic control / bridge closed / any detour signage during construction
- Contractor will perform all site work including earthwork for the stream banks, roadway and the bridge approaches
- 6. Contractor will prepare and haul the recycled beams to the site
- Contractor will build the bridge including the casting of the concrete deck and the installation of guardrail, to include installation of the post and rail system on the bridge approach.

### SCOPE OF WORK - OPTION 2 (STURCTURE ONLY)

- 1. County will demolish and haul off existing structure
- 2. County will provide the crosstown beams (or equivalent)
- County will haul and place the roadway fill material to the jobsite and will perform site
  preparation and all earthwork for the roadway and bridge approaches
- 4. County will provide the traffic control / bridge closed & detour signage as needed
- 5. Contractor will prepare and haul the recycled beams to the site
- 6. Contractor will build the bridge including the casting of the concrete deck and the installation of guardrail on the bridge structure only
- 7. County will complete the roadway approach and embankments after Contractor completes the Deck pour
- 8. The County will install the post and guard rail system on the bridge approach

The successful bidder must start construction within 60 days of Notice to Proceed.



# CIRCUIT ENGINEERING DISTRICT 2 STATE OF OKLAHOMA

# alengo eedoxishin ...

PLAN OF PROPOSED
COUNTY BUILT 55' CROSSTOWN BEAM BRIDGE
ON WEST 93rd STREET OVER UNNAMED TRIBUTARY TO BUTLER CREEK

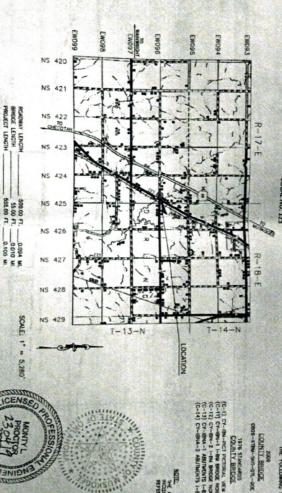
LOCATION MAP

NEW NBI NO. STR. NO. 51E0960N4240008 (35"37"27.48" 95"27"00.69") LOCAL NO. 123

THE FOLLOW

INDEX OF SHEETS

BEAM FORCE ACCOUNT DECK SECTION & DETAILS BEAM FORCE ACCOUNT ABUTADOT CETAILS BEAM FORCE ACCOUNT ADDITIONAL DETAILS



CONVENTIONAL SYMBOLS

ENGINEERING DISTRICT

COUNTY BRIDGE

DEPARTMENT OF TRANSPORTATION DATE APPROVED PEDERAL HIGHWAY ADM

CHIEF ENGINEER

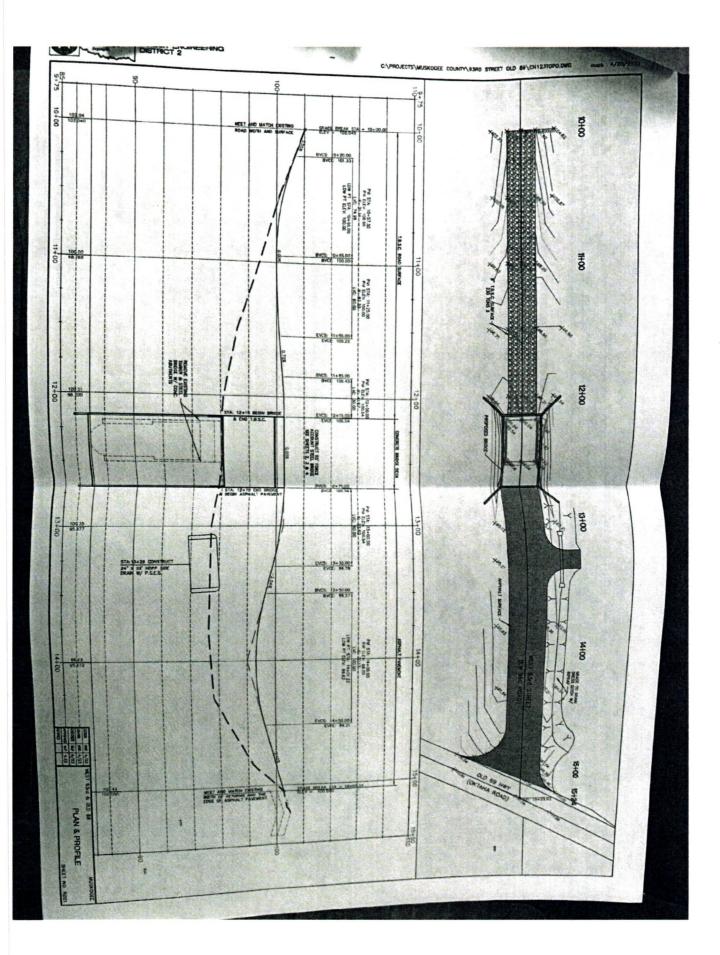
OKLAHOMA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION-ENGLISH GOVERN, WED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION RY 4, 2010.

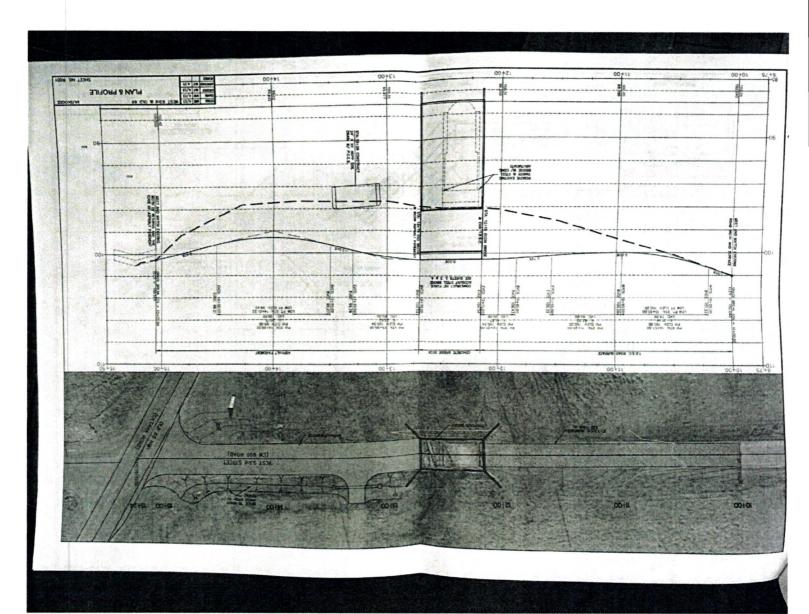
A PROPORT - W PARK

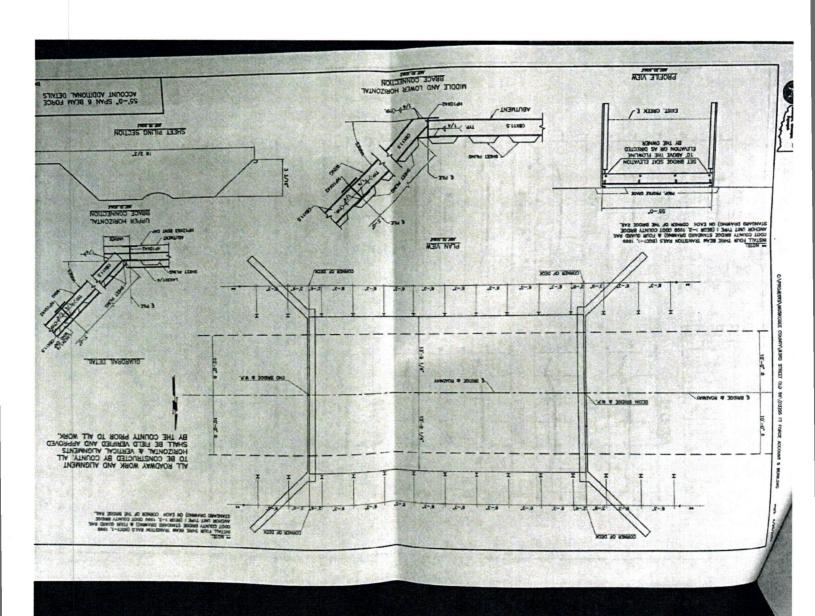
MONTH PARK THE TOTAL

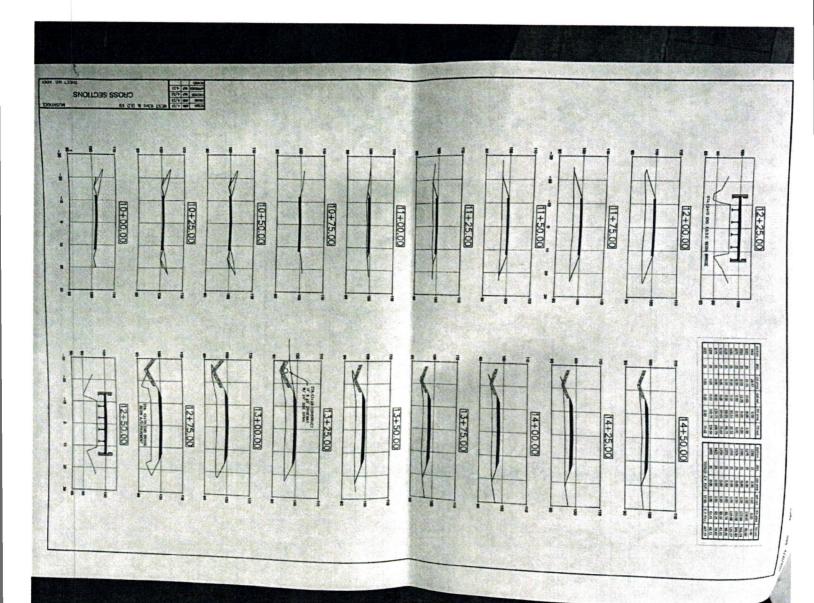
WORLD AND THE TOTAL

WORLD AND









### PROPOSAL WORKSHEET FOR BRIDGE Muskogee COUNTY DISTRICT 1

Bridge over Tributary to Butler Creek BID # 65

Option# 1 [ONE]

Two-Hundred Atwenty-eight Hausmo feight 5 228, 800

Pile Driving Beyond Plan Quantity - @ \$ 50.00 per LF over plan quantity

\*Used to establish a price for driving pile the beyond plan quantity. Price includes the cost of splicing. This item not to be included in Total Bid Price.

Work will be completed in 45 calendar days.

Bid Bond, certified check or cashier's check in the amount of not less than five percent (5%) must be enclosed.

Completed Affidavit for Filing with Competitive Bid, Business Relationships Affidavit and Certification of Non-Discrimination in Employment must be enclosed.

Contractor receiving award of contract shall post wage rates at jobsite and be prepared to verify paying said rates.

This bid includes material, labor, insurance and bonding. Please note that the contractor receiving award of contract must provide Performance, Statutory and Maintenance bonds.

Muskogee County reserves the right to reject any and all bids that are not according to the specifications.

Submitted by:

Company

RRY Services, LLC.

Title: Member / Manager

Address\_P.O. Box 2283

710. DOX 2203

Telephone Number: 405-377-8763 Federal Tax ID Number: 26-3895273

Seal (If Corporation)

Attest: D'ianne K. Junes

Secretary

# 23001221 EXP. 01/25/27

### AFFIDAVIT FOR FILING WITH COMPETITIVE BID

State of Oklahoma		)	
			) ss
COUNTY	OF	Payne	)

Bill Anderson IV of lawful age, being first duly sworn, on oath says

(Print or type name of agent authorized by bidder)

That (s)he is the agent authorized by bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any county official as to quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between bidders and any county official concerning exchange of money or other thing of value for special consideration in letting of a contract.

Subscribed and sworn to before me this 10th day of May 20 2022

# 23001221 Notage Public (or Clerk or Judge)

EXP. 01/25/27

PUBLIC Public Commission Expires 1- 25-27

My Commission Number # 23001221

### Note:

Each competitive bid submitted to a county, school district or municipality must be accompanied by this properly completed Affidavit as required by O.S. 1981 § 85.24. Bidder shall be disqualified if Affidavit:

- is not properly completed.
- 2. Does not accompany bid.

### **BUSINESS RELATIONSHIPS AFFIDAVIT**

		POSINESS KELATIONS	HIPS AFFIDAVII		
	STATE OF OKLAHOMA	) ) ss			
	COUNTY OF PAYNE				
	Bill Anderson IV		of lawful age, bein	ng first duly sworn, o	n
	oath says that (s)he is the	agent authorized by the			"
	Affiant further states that relationship presently in e				hio
	statement with the archite				nis
		None			
	Affiant further states that				
	within one (1) year prior to company and any officer o				
	the project is as follows:		otal al of engineers	ng mm or other part	,,
		None			
	Affiant further states that	the names of all person	s having any such t	business relationship	s
	and the possible positions				
		None			
	(If none of the business rel	ationships hereinabove	mentioned exist,	affiant should so stat	4/1
				15° W/	<i>V</i> .
			_	Du l	
			Sig	nature of Agent Aut	norized by Bidder
	WHITE K	May			
Subscri	bed and swort to be to be	day of _	May	20 <u>2</u> 3	
	# 2300122		Notary Public (or Cl	erk or ludge)	
	EXP. 01/25/2			ern ar sauge,	
	# 2300122 EXP. 01/25/2	O. C.	My Commission Ex	oires 1 - 25 - 27	
	WILLIAM OKLA	im	wy commission Ex	pires 1 0-0 -4 1	

My Commission Number # 23001221

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

### **Bid Bond**

### KNOW ALL MEN BY THESE PRESENTS, that we

RRY Services, LLC

as Principal, hereinafter call the Principal, and

Harco National Insurance Company

- a corporation duly organized under the laws of the State of Illinois
- as Surety, hereinafter called the Surety, are held and firmly bound unto

Muskogee County

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Total Amount Bid

Dollars (\$ 5%

).

for the 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

Bid # 65. 55 foot bridge construction and roadwork on W 93rd Street over Butler Creek Tributary. (Materials and Labor) Located approximately .75 miles east of Hwy. 69 and W. 93rd St intersection.

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this

12th

day of May, 2023

RRY Genices, LLO

(Plintipal)

(Seal)

Berly Killman

(Witness) Becky Killman

Ala DOCUMENT A310 BID BOND AIA® FEBRUARY 1970 ED. THE AMERICAN

### Bond #

# POWER OF ATTORNEY HARCO NATIONAL INSURANCE COMPANY

### INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

VAUGHN GRAHAM, JR., VAUGHN P. GRAHAM, CAREY KENNEMER, SHELLI R. SAMSEL, TOM PERRAULT, BECKY KILLMAN, KRISTIN LEWIS, STEPHEN M. POLEMAN, VICKI WILSON, TRAVIS E. BROWN, DWIGHT A. PILGRIM, J. KELLY DEER, DEBORAH L. RAPER, AUSTIN K. GREENHAW, JAMIE M. BURRIS, RYAN MATTHEW SANDERS, JOSHUA BRYAN

### Tulsa, OK

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents

on this 31st day of December, 2022

SEAL STATE OF THE PROPERTY OF

STATE OF NEW JERSEY County of Essex

STATE OF ILLINOIS
County of Cook

Kenneth Chapman

Executive Vice President, Harco National Insurance Company

and International Fidelity Insurance Company

at, to me personally known, and,

On this 31st day of December, 2022 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Bubli

Cathy Cruz a Notary Public of New Jersey My Commission Expires April 16, 2024

### **CERTIFICATION**

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day. May 12, 2023

Irene Martins. Assistant Secretary

### May 22, 2023 MINUTES

The Muskogee Board of County Commissioners met in session at 8:15 a.m. Members present were: Chairman, Kenny Payne; Vice-Chairman, Keith Hyslop; Member Kenneth Doke; and Muskogee County Clerk, Polly Irving.

- **Vote 1:** Motion was made by Commissioner Hyslop, approved to Open the meeting. The motion was seconded by Commissioner Doke and was announced unanimously by Commissioner Payne.
- **Vote 2:** Motion was made by Commissioner Hyslop, approved all Purchase Orders. The motion was seconded by Commissioner Doke and was announced unanimously by Commissioner Payne.
- **Vote 3:** Motion was made by Commissioner Hyslop, approved all Monthly reports. The motion was seconded by Commissioner Doke and was announced unanimously by Commissioner Payne.
- **Vote 4:** Motion was made by Commissioner Doke, approved Regular meeting minutes for 5/15/2023. The motion was seconded by Commissioner Hyslop and was announced unanimously by Commissioner Payne.
- **Vote 5:** Motion was made by Commissioner Doke, approved to take Bid #65 55' Crosstown Beam Bridge in Dist. 1 off the table. The motion was seconded by Commissioner Hyslop and was announced unanimously by Commissioner Payne.
- **Vote 6:** Motion was made by Commissioner Doke, approved to award Bid #65 55' Crosstown Beam Bridge in Dist. 1 to RRY (Rail Road Yard) up to an amount of \$228,800. The motion was seconded by Commissioner Hyslop and was announced unanimously by Commissioner Payne.
- **Vote 7:** Motion was made by Commissioner Doke, approved a Contract between Dist. 1 and RRY (Rail Road Yard) in the amount of \$228,800. The motion was seconded by Commissioner Hyslop and was announced unanimously by Commissioner Payne.
- **Vote 8:** Motion was made by Commissioner Doke, approved a FY 2021 SEFA Report. The motion was seconded by Commissioner Hyslop and was announced unanimously by Commissioner Payne.
- **Vote 9:** Motion was made by Commissioner Doke, approved a FY 2022 SEFA Report. The motion was seconded by Commissioner Hyslop and was announced unanimously by Commissioner Payne.
- **Vote 10:** Motion was made by Commissioner Doke, approved to designate Commissioner Payne as requested from the auditor's office to hold the sole responsibility of preparation of the Corrective Action Plan and the Summary Schedule of Prior Audit Findings. The motion was seconded by Commissioner Hyslop and was announced unanimously by Commissioner Payne.
- **Vote 11:** Motion was made by Commissioner Doke, approved a Lease Purchase Agreement between Dist. 1 and Bruckner Truck Sales, Inc for the lease of a 2023 Mack truck under state contract SW35T in the amount of \$190,480.67 or a unit price of \$167,449. The motion was seconded by Commissioner Hyslop and was announced unanimously by Commissioner Payne.
- **Vote 12:** Motion was made by Commissioner Doke, approved a Resolution regarding a final lease payment in the amount of \$85,873.09 for a 2018 Mack dump truck in Dist. 3. The motion was seconded by Commissioner Hyslop and was announced unanimously by Commissioner Payne.

### **Construction Contract**

This Construct	tion Contract (hereinafter called"Contract") is hereby made on this <u>22</u> day of
May	20_23_, by and between Muskogee County, hereafter called client, and
(Vendor)	RRY Services LLC

### Article I

### Engagement/Description of Work

A. Contractor shall provide the following construction services (the Project): Construction of a 55' span steel bridge to replace the existing bridge (#123) located on W 93<sup>rd</sup> St. S. aprox. 300 feet west of Old Hwy 69, near Oktaha, located at: 35.624288 – 95.450277

The project will use recycled beams provided by the county. Engineering Plans have been written for this project site by Circuit Engineering Dist #2.

Scope Of Work:

- 1. Contractor will demolish and haul off existing structure
- 2. County will provide crosstown beams
- 3. County will haul the needed roadway fill material to the jobsite
- 4.County will provide the traffic control/bridge closed/any detour signage during construction
- 5. Contractor will perform all site work including earthwork for the stream banks, roadway and the bridge approaches.
- 6. Contractor will prepare and haul the recycled beams to the site.
- 7. Contractor will build the bridge including the casting of the concrete deck and the installation of guardrail, to include installation of the post and all rail system on the bridge approach.

\*\*\* County reserves the right to do the dirt work as a cost saving method\*\*\*

\*\*See attachment for plans\*\*\*

- B. Client engages Contractor and Contractor agrees to provide to Client all necessary services, materials and labor necessary for the completion of the Project including, but not limited to, labor, site security and all necessary tools and machinery needed for project completion, as described in the Bid Proposal ("the Bid").
- C. Contractor shall provide the services for the Project at the property located at <u>W 93<sup>rd</sup> St.</u>
   S. aprox. 300 feet west of Old Hwy 69, near Oktaha, 35.624288 95.450277

### Article II

### Schedule and Time of Performance

- A. Contractor shall commence construction no later than sixty (60) calendar days from the date of this contract, weather permitting.
- B. In the event that Client and Contractor agree on changes to the Project after this contract is executed, the Parties will agree to new time deadlines that are reasonable in the light of the modifications.

### Article III

### **Payment Schedule**

- A. In consideration of the performance of this contract, Client agrees to pay Contractor up to the sum of Two Hundred Twenty housend Hundred (\$228,800,00) dollars, (the Contract/Bid Price) on the following payment schedule.
- B. Contractor shall be paid as follows: the contract/bid price is due within thirty (30) days of completion, submission of invoice to the Client and submission of a W9 form to the Muskogee County Clerk.
- C. Contractor will secure and provide to Client any and all mechanic's and supplier's lien releases upon receipt of final payment.

### Article IV

### Changes to Work

- A. All changes or modifications to the work ordered by Client must be made in writing, with appropriate adjustments made to the total payment and payment schedule. The approval of both Parties shall be required for substantial product changes such as the date of completion, project price and substantive modifications to the project itself, and notification of these changes must be made in a timely manner.
- B. If these changes should require additional expense to Contractor, Contractor must make a claim for increase, in writing (filing of change of scope), in a timely manner. Client must approve this "change of scope", by a vote of the Board of County Commissioners, prior to any changes to the work, project or schedule.

### Article V

### Delays

- A. If Contractor is delayed from completing required work due to unavoidable casualties, Client shall grant Contractor an extension for the completion of work equal to delay. Unavoidable casualties include, but are not limited to, fire, flood, natural disasters or negligence on the part of the Client.
- B. In the event of unavoidable casualties, Contractor shall properly document the both the event and the impact of that event on project completion. Documentation shall be presented to Client in a timely manner.

### **Article VI**

### Right to Stop Work

A. If Contractor fails to correct defective work or persistently fails to supply materials or equipment in accordance with the Contract Documents, Client may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated.

### **Article VII**

### Access and Condition of Premises

- A. Free access to the work and project site shall be granted by Contractor to Client, the designated agents of Client, and all necessary public authorities.
- B. Contractor agrees to keep premises clean and orderly. Contractor shall remove all debris as needed during working hours in order to maintain work conditions free of health and safety hazards.

### Article VIII

### Work Performance and Work Quality

- A. Contractor shall conduct its activities in a professional manner and adhere to the reasonable wishes of Client in relation to its working schedule. Additionally, Contractor's work shall adhere to and be in compliance with both the Standard Practices of the Trades and any relevant Manufacturer's Specifications.
- **B.** Contractor shall protect all work adjacent to the Project site from any damage resulting from the work of Contractor and shall repair or replace any damaged work at its own expense. Contractor shall take all precautions to protect persons from injury and unnecessary interference or inconvenience.

### **Article IX**

### Warranty

- A. Contractor hereby warrants that the work performed and the project completed will meet the standards set forth and agreed upon by the Parties. Upon full payment of the contract price, Contractor agrees to fix and otherwise remedy any workmanship defects found by Client in the work within (90) days after completion, at Contractor's own cost. Contractor is not responsible for normal wear and tear or damage caused by other contractor's.
- **B.** Contractor is only responsible for damages to the Project by negligence, dangerous activities, intentional disregard of professional standards of care normally exercised within the industry, or breach of any governmental statute, ordinance, local rule or law.

### Article X

### **Licenses and Permits**

**A.** Contractor will be responsible for obtaining the necessary permits and licenses to fulfill the services specified in this contract and providing proof upon request of client.

### Article XI

### **Fines**

A. Contractor is responsible for maintaining proper work, safety and environmental protection standards. Contractor agrees to hold Client harmless for all fines from federal, state or local agencies and regulators. Contractor will work in compliance with all standards required by the EPA, OSHA and other applicable federal agencies. Contractor will be responsible for paying all fines and judgments levied by these agencies resultant from the performance of this contract.

### Article XII

### **Relationship of Parties**

**A.** The relationship created between the Parties shall be limited to that of independent contractors. Neither Party shall undertake any actions that would imply or seek to establish, any partnership, ownership, employment, joint venture or trust relationship between the Parties, except by amendment to this Contract.

### Article XIII

### General

- **A.** Both Parties are expressly prohibited from assigning this Contract or any rights or interest flowing there from. Assignment will only incur with the express written consent of both Parties.
- **B.** This Contract contains the entire agreement and understanding between the Parties and supersedes any prior or contemporaneous written or oral contracts, representations and warranties between them respecting subject matter of this Contract.
- **C.** This Contract will be interpreted and enforced under the laws of the State of Oklahoma, without regard to conflict of laws.

IN WITNESS THEREOF, the Parties hereto execute this Contract.

Polly Irving, County Cler

Vendor: RRY, Services, LLC	Muskogee Board of County Commissioners:
	Kenny V. Lay
Authorized Representative (Signature)	Kenny Payne, Chairman
Authorized Representative (Printed)	- Kn/J/
	Ken Doke, Member
	Kintally Wo
Attest:	Keith Hyslop, Member



# CIRCUIT ENGINEERING DISTRICT 2 STATE OF OKLAHOMA

PLAN OF PROPOSED
COUNTY BUILT 55' CROSSTOWN BEAM BRIDGE
ON WEST 93rd STREET OVER UNNAMED TRIBUTARY TO BUTLER CREEK

DEX OF SECTION

LOCATION MAP

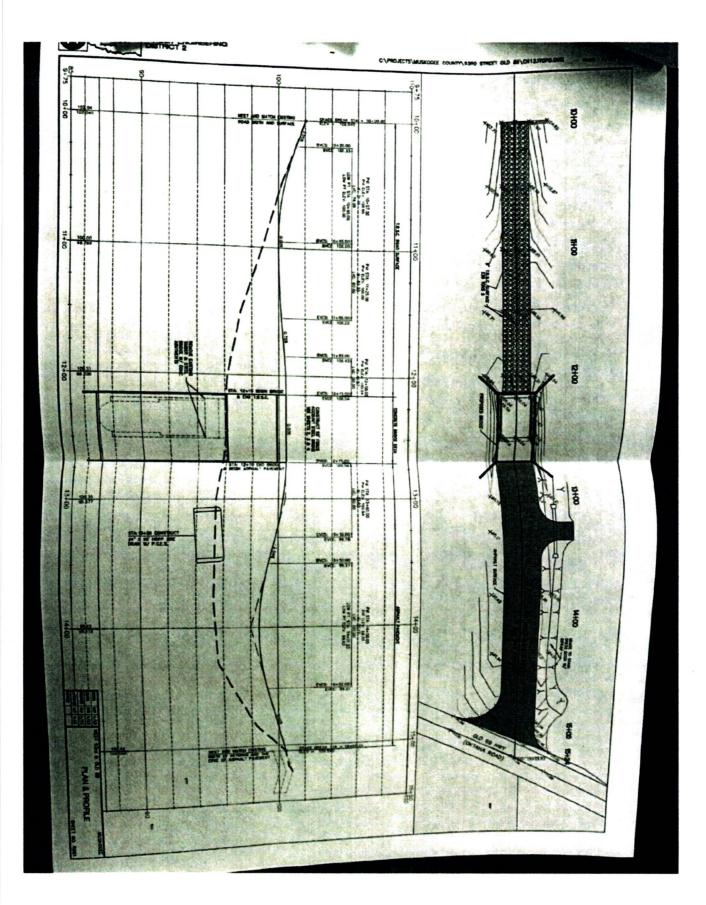
LOCATION CONTRACTOR AND A TRACTOR CONTRACTOR CONTRACT

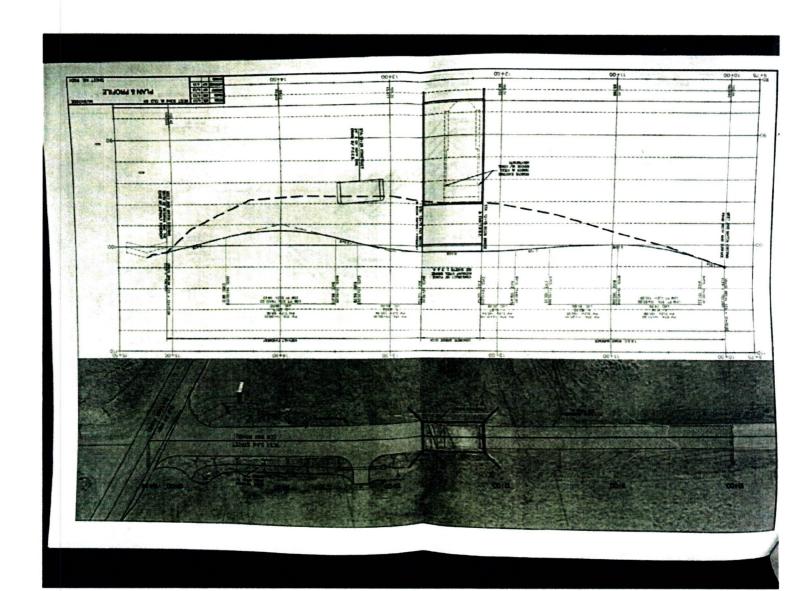
NS 426 NS 427

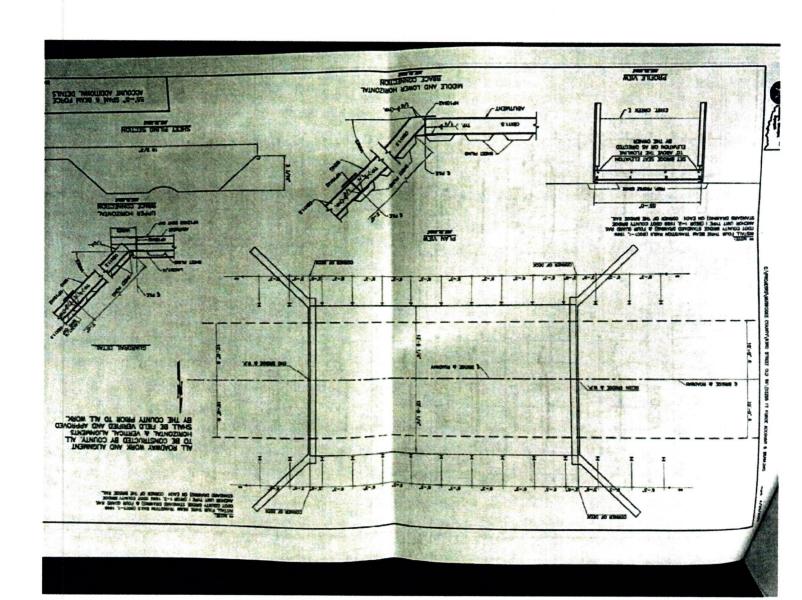
EASTERN OKLA

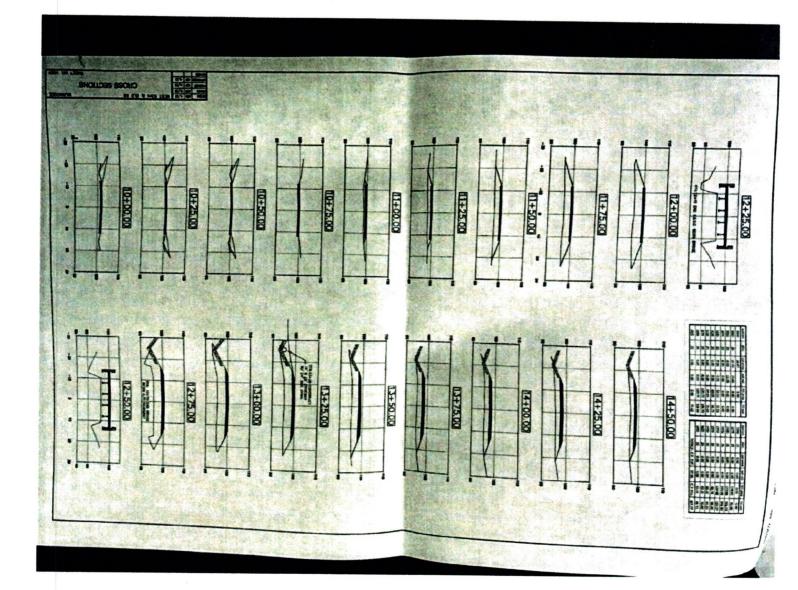
ONCAHDMA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION—ENGLISH GOVERN, WED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION RY 4, 2010.

CONVENTIONAL SYMBOLS

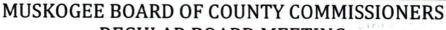












REGULAR BOARD MEETING

Date: May 22, 2023 Time: 8:15 a.m.

Place: Muskogee County Services Building 18 PM 4: 06

Commissioners' Board Room, 400 West Broadway, Ste. 010

Muskogee, Ok

### 9:00 A.M.

- 1. Call to order by Chairman Kenny Payne.
- 2. Discussion, modification &/or possible action regarding Purchase Orders.
- 3. Discussion, modification &/or possible action regarding monthly reports.
- 4. Reading of the minutes of the May 15, 2023 regular meeting, approval and/or modification of same.
- 5. Discussion and/or possible action to take off the table Bid #65, 55' Crosstown Bridge in Dist. 1.
- 6. Discussion, possible action and/or modification regarding Bid #65, 55' Crosstown Bridge in Dist. 1.
- 7. Discussion, possible action and/or modification regarding a contract between Dist. 1 and successful bidder for a 55' Crosstown Bridge.
- 8. Discussion, possible action and/or modification regarding approval of Fiscal Year 2021 SEFA Report.
- Discussion, possible action and/or modification regarding approval of Fiscal Year 2022 SEFA Report.
- 10.Discussion, possible action and/or modification regarding a letter from the State Auditor's Office and authorization of an individual to be designated for responsibility of preparation of the Corrective Action Plan and the Summary Schedule of Prior Audit Findings.
- 11. Discussion, possible action and/or modification regarding a Lease Purchase Agreement between Dist. 1 and Bruckner Truck Sales, Inc. for the lease of a 2023 Mack Truck, RE: State Contract SW35T.
- 12. Discussion, possible action and/or modification regarding final payment on a lease of a 2018 Mack Dump Truck, by Dist. 3, to purchase it in the amount of \$85,873.09.
- 13. Discussion, possible action and/or modification regarding the purchase of a John Deere 320 P-Tier Backhoe Loader from Yellowhouse Machinery Co. in the amount of \$147,356.38.
- 14. Receive a presentation from Todd Trennepohl, Ag/4H Youth Development/County Extension Director, regarding an extension update.

### **PUBLIC NOTICE**

# MUSKOGEE BOARD OF COUNTY COMMISSIONERS REGULAR BOARD MEETING

Date: May 22, 2023 Time: 8:15 a.m.

Place: Muskogee County Services Building

Commissioners' Board Room, 400 West Broadway, Ste. 010

Muskogee, Ok

- 15. Discussion, possible action and/or modification regarding an Application & Utility Permit from Oklahoma Natural Gas for a bore .39 miles west & 1.43 miles north of Junction St Hwy 2 & St Hwy 71, Porum, Oklahoma.
- 16. Discussion, possible action and/or modification regarding an Application for Temporary Appropriations in the amount of \$11,056,263.00.
- 17.Discussion, possible action and/or modification regarding a Memorandum of Understanding between the Sheriff's Office and the Oklahoma Bureau of Narcotics to supply a task force officer.
- 18. Discussion, possible action and/or modification regarding an Equipment Lease between the Sheriff's Office and Dotcom Leasing.
- 19. Discussion &/or possible action to convene in Executive Session to discuss the purchase or appraisal of real property located in Section 26, Township 13North, Range 17East Re: O.S. Title 25 §307 (B)(3)
- 20. Discussion &/or possible action to come out of Executive Session and reconvene in Regular Session and take any action or modifications on matters discussed in Executive Session.

9:30 - Bids

Bid #66 - Flooring for the Muskogee County District Attorney's Office

**New Business** 

**Adjourn** 

### **PUBLIC NOTICE**

Ha June

FILFI

## MUSKOGEE BOARD OF COUNTY COMMISSIONERS

REGULAR BOARD MEETING

Date: May 15, 2023 Time: 8:15 a.m.

Place: Muskogee County Services Building 23 MAY 11 PM 3: 5

Commissioners' Board Room, 400 West Broadway, Ste. 010

Muskogee, Ok

### 9:00 A.M.

- 1. Call to order by Chairman Kenny Payne.
- 2. Discussion, modification &/or possible action regarding Purchase Orders.
- 3. Discussion, modification &/or possible action regarding monthly reports.
- 4. Reading of the minutes of the May 8, 2023 regular meeting, approval and/or modification of same.
- 5. Hold a public hearing to hear and determine all protests to the conversion and organization of the Oktaha Area Firefighters Association Inc into the Oktaha Area County Fire Department.
- 6. Discussion and possible action, including amendments, on approving the conversion and organization of the Oktaha Area Firefighters Association Inc into the Oktaha Area County Fire Department.
- 7. Receive presentation from Muskogee County 911 Center on proposed fees for Fiscal Year 2024 and take appropriate action.
- 8. Discussion, possible action and/or modification of renewal of an on-site service agreement between Smith's Detection and the Sheriff's Office.
- 9. Discussion &/or possible action regarding convening in Executive Session for the purpose of confidential communications between the Board and its attorney concerning a pending investigation, claim, or. With the advice of its attorney, the Board has determined that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest; Re: AAE Holdings, Inc vs Muskogee County Health Dept. 23 CVS 3730. Cite: O.S. Title 25 § 307 (B)(4)
- 10. Discussion &/or possible action to come out of Executive Session and reconvene in Regular Session and take any action or modifications on matters discussed in Executive Session, Re: AAE Holdings, Inc vs Muskogee County Health Dept. 23 CVS 3730. Cite: O.S. Title 25 § 307 (B)(4)

9:30 - Bids

55' Crosstown Beam Bridge in Dist. 1 - Bid #65

**New Business** 

**Adjourn**