

## Construction Contract

This Construction Contract (hereinafter called "Contract") is hereby made on this 22 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 W 93<sup>rd</sup> St. 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 Thousand~~ <sup>Eight</sup> ~~Hundred~~ <sup>Eight</sup> ~~(\$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.

Vendor: RRY Services, LLC

**Muskogee Board of County Commissioners:**

\_\_\_\_\_  
Authorized Representative (Signature)

Kenny W. Payne  
Kenny Payne, Chairman

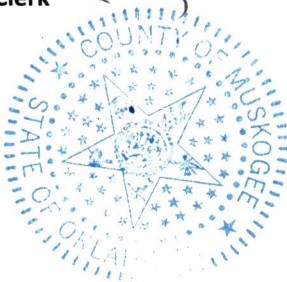
\_\_\_\_\_  
Authorized Representative (Printed)

Ken Doke  
Ken Doke, Member

Attest:

Polly Irving  
Polly Irving, County Clerk

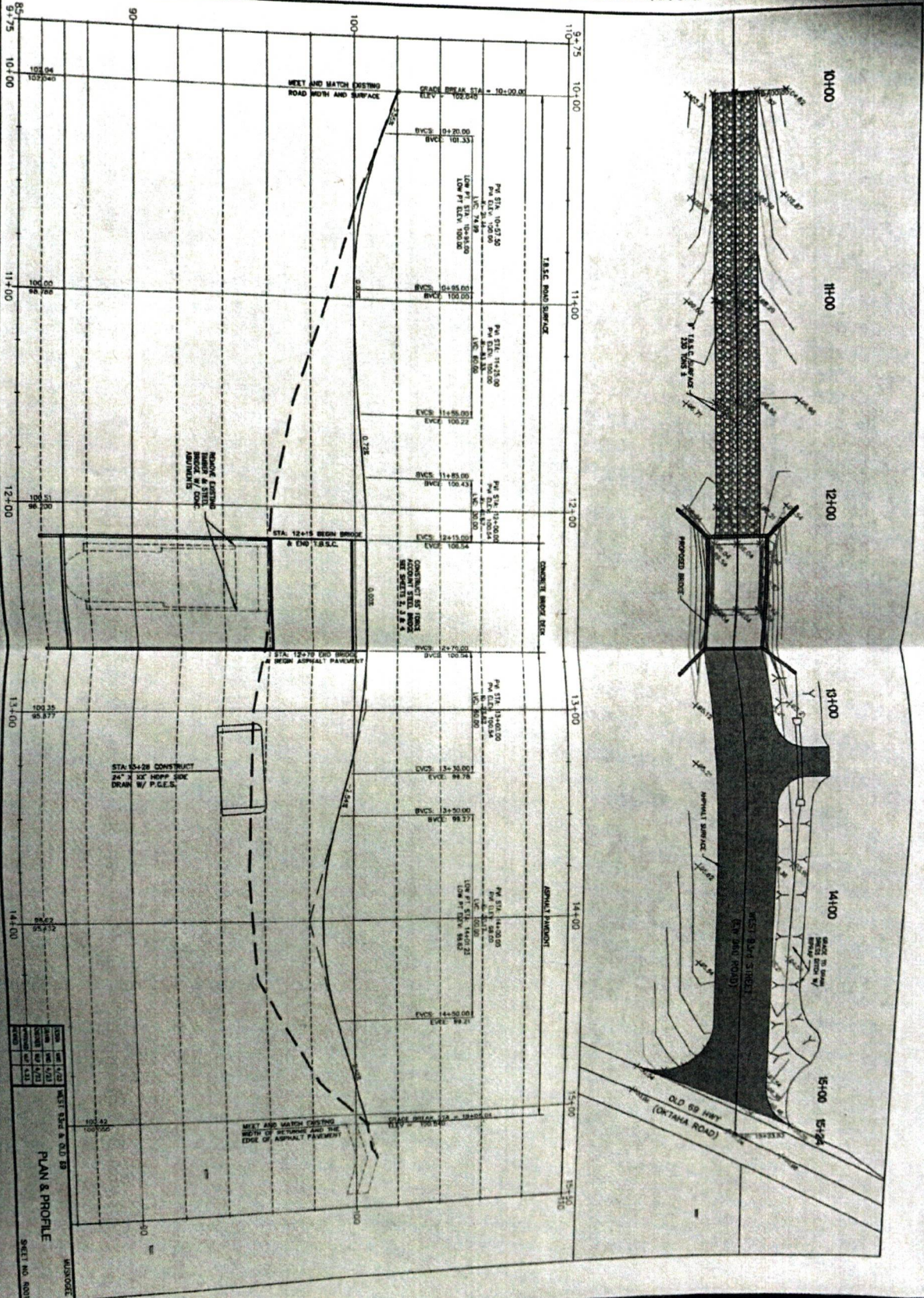
Keith Hyslop  
Keith Hyslop, Member





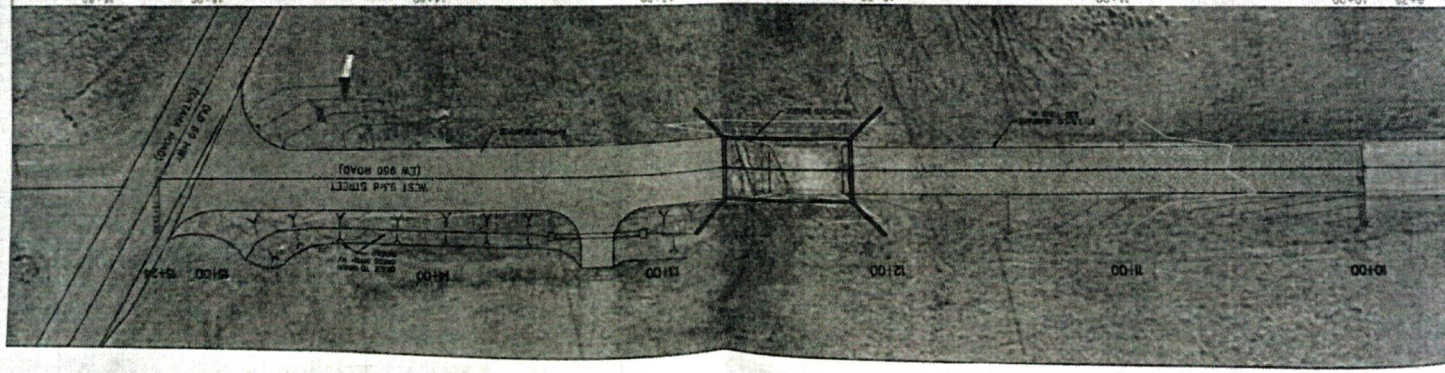
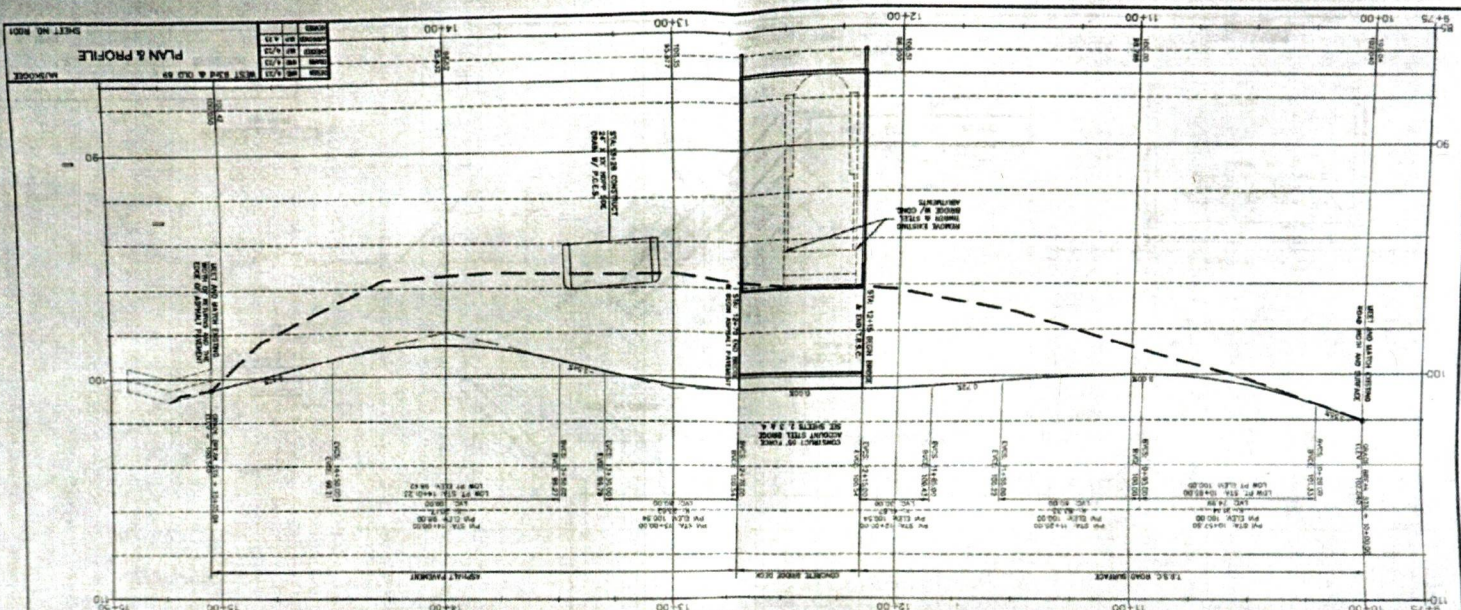






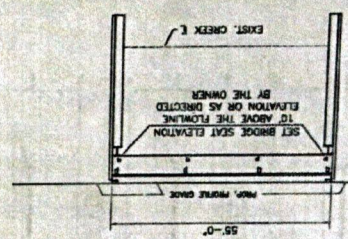
MUSKOGEE  
 PLAN & PROFILE  
 SHEET NO. 5001





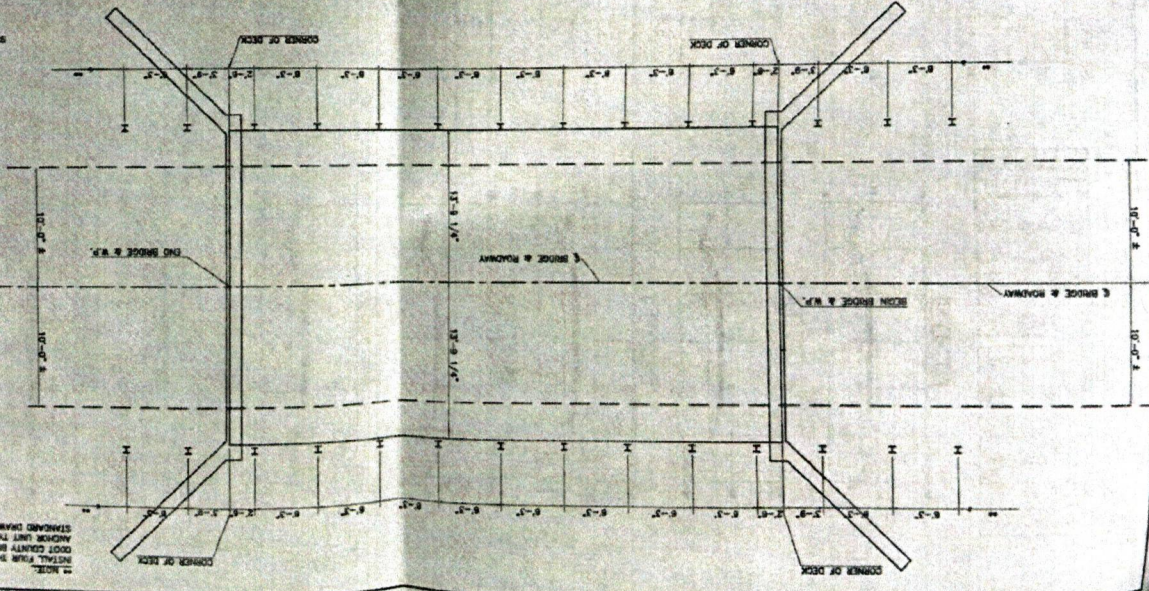


PROFILE VIEW



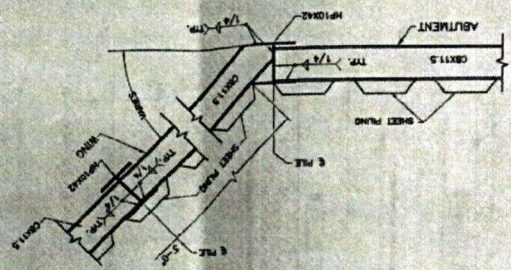
NOTE:  
INSTALL FOUR THREE BEAM TRANSITION RAILS (DOT-1, 1999 DOT COUNTY BRIDGE STANDARD DRAWING) & FOUR GUARD RAIL ANCHOR UNIT THREE (SHEET 1-2, 1999 DOT COUNTY BRIDGE STANDARD DRAWING) ON EACH CORNER OF THE BRIDGE RAIL.

PLAN VIEW

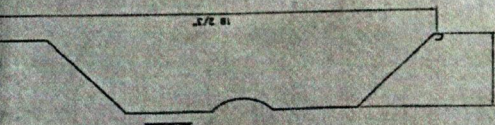


NOTE:  
DETAIL FROM THREE BEAM TRANSITION RAILS (DOT-1, 1999 DOT COUNTY BRIDGE STANDARD DRAWING) & FOUR GUARD RAIL ANCHOR UNIT THREE (SHEET 1-2, 1999 DOT COUNTY BRIDGE STANDARD DRAWING) ON EACH CORNER OF THE BRIDGE RAIL.  
ALL ROADWAY WORK AND ALIGNMENT TO BE CONSTRUCTED BY COUNTY. ALL HORIZONTAL & VERTICAL ALIGNMENTS SHALL BE FIELD VERIFIED AND APPROVED BY THE COUNTY PRIOR TO ALL WORK.

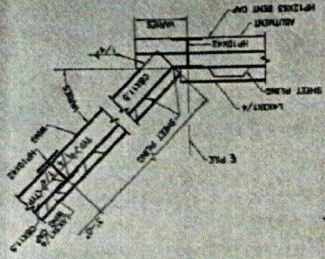
MIDDLE AND LOWER HORIZONTAL BRACE CONNECTION



SHEET PILING SECTION



UPPER HORIZONTAL BRACE CONNECTION



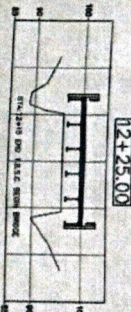
GUARDRAIL DETAIL



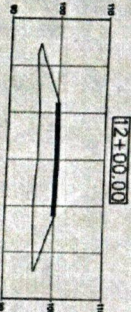
55'-0" SPAN & BEAM FORCE ACCOUNT ADDITIONAL DETAILS



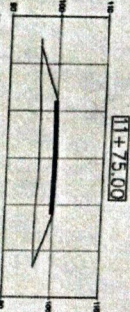
DATE	10/1/73
BY	W. J. ...
CHECKED	...
APPROVED	...



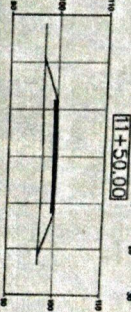
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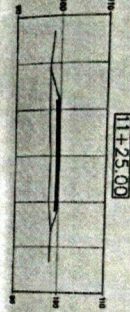
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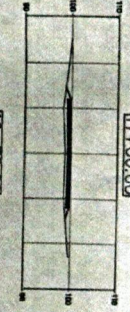
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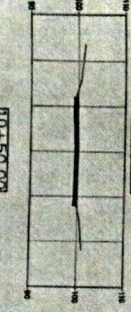
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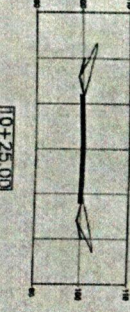
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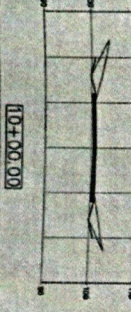
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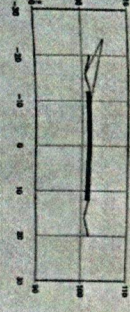
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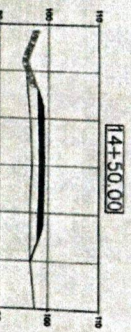
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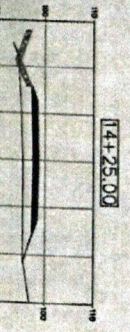
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STATION	10+00.00	10+25.00	10+50.00	10+75.00	11+00.00	11+25.00	11+50.00	11+75.00	12+00.00	12+25.00
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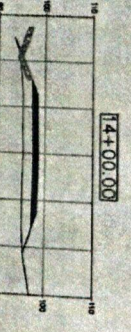
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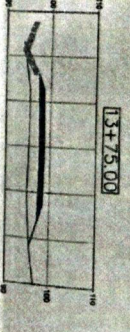
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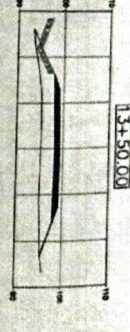
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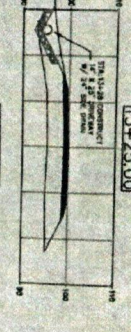
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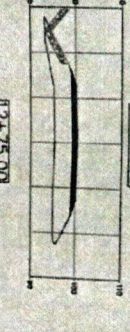
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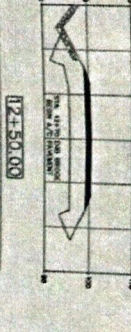
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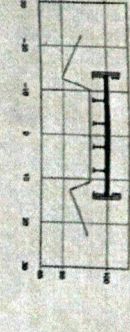
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