

Texas County, Oklahoma
COUNTY PURCHASING OFFICE
Texas County Courthouse
Guymon, OK 73942

INVITATION TO BID

PLEASE REVIEW TERMS AND CONDITIONS ON REVERSE SIDE RELATING TO SUBMISSION OF THIS BID.		DATE ISSUED
Notarized Affidavit completions and signature required on reverse side.		Page 1 of 2
BID NUMBER	BID CLOSING DATE AND HOUR Monday, February 7, 2022, at 11:15 am	REQUIRED DELIVERY DATE ____ Days after award of Purchase Order
TERMS: Bidding documents shall be obtained from the Texas County Courthouse. Bids will be opened at 11:00 a.m. on Monday, February 7, 2022.		
Item	Quantity	Unit of Issue
		Description
		Emergency Bridge Deck Repair County Road 28 over UPRR 70D0922E0170003 Pre-Bid Meeting Non-Mandatory Date: January 25, 2022 Time: 2:00 p.m. Via Zoom Meeting https://us02web.zoom.us/j/88671265190?pwd=MVpaYytZUjVVKcXlpc3dpR2dFcm85UT09 By Phone: Dial by your location 1 346-248-7799 US (Houston) 1 669-900-9128 US (San Jose) 1 253-215-8782 US (Tacoma) 1 312-626-6799 US (Chicago) 1 646-558-8656 US (New York) 1 301-715-8592 US (Washington DC) Meeting ID: 886 7126 5190 Passcode: 296155
		Unit Price
		Total

Texas County, Oklahoma
COUNTY PURCHASING OFFICE
Texas County Court House
PO Box 197, 319 N. Main, Guymon, Oklahoma 73942
Phone: (580) 338-3233

INVITATION TO BID

PLEASE REVIEW TERMS AND CONDITIONS ON SECOND
PAGE RELATING TO SUBMISSION OF THIS BID.

Notarized Affidavit completions and signature required on reverse side.

BID NUMBER		8/21/22	BID CLOSING DATE AND HOUR February 7 th , 2022 @ 11:15 a.m.		REQUIRED DELIVERY DATE 30 Days after award of Purchase Order		
TERMS:						Date of delivery: SEE ABOVE	
Item	Quantity	Unit of Issue	Description			Unit Price	Total
			EMERGENCY BRIDGE DECK REPAIR See Specifications Attached We are an equal employment opportunity/affirmative action employer. The Commissioners reserve the right to reject any or all Bids and to accept the bid deemed most advantageous to the County.				

TERMS AND CONDITIONS

1. Sealed bids will be opened in the Commissioner's Conference Room, Texas County Courthouse, Guymon, 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. Texas County Election.**
5. Purchases by Texas 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 **30 days**.

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; 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: _____

Address: _____ Phone: _____

NOTARY PUBLIC (CLERK OR JUDGE)
City: _____ State: _____

Zip: _____

TERMS AND CONDITIONS

1. Sealed bids will be opened in the Texas County Courthouse, 319 N. Main St., Guymon, OK 73942 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 each envelope.
3. Unit prices will be guaranteed correct by the bidder.
4. Firm prices will be F.O.B. destination.
5. Purchases by Texas 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 _____.
(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: _____

PROPOSAL

TO: Texas County Commissioners
Texas County, Oklahoma

Gentlemen:

Pursuant to the notice inviting proposals, the undersigned bidder herewith submits his proposal.

He declares he has carefully examined the Plans, Specifications and forms of Contract and bonds as set forth in the proceedings for:

**Texas County
Emergency Bridge Deck Repair
County Road 28 over UPRR
70D0922E0170003**

and that he has reached a full understanding of everything required on said Plans and Specifications, and that he has informed himself as to the kind and quantities of various materials to be furnished and/or the nature and location of the work to be done, and all other matters affecting the work.

The undersigned bidder proposes and agrees that if his proposal is accepted, to enter into contract with the County, on forms prescribed, with approved sureties, within seven (7) days, after notice of award to execute the Contract, and to furnish to the County a satisfactory Performance and Statutory Bond in the sum of 100% of the contract price, guaranteeing the faithful performance of the work and payment of bills.

To do any extra work not covered by the following schedule of prices or stipulated lump sum price which may be ordered by the Engineer and to accept as full compensation therefor such prices as may be agreed upon in writing by the Engineer and the Contractor in accordance with Section 108.04 of the General Provisions.

It is further agreed that the Contractor shall begin the work on the date indicated in the Notice to Proceed and to prosecute said work in such a manner as to complete all work contracted for within **60** calendar days following the Notice to Proceed. The Notice to Proceed shall become effective within 30 calendar days of the bid opening.

The Contractor shall take out and maintain public liability insurance in accordance with Section 106.25 of the General Provisions of the Specifications. A copy of said Specifications is now on file in the Office of the County Clerk.

Upon completion of the Contract, the Contractor shall furnish to the County a satisfactory Maintenance Bond in the amount of 100% of the final contract price, guaranteeing the maintenance of the work for a period of **ONE** (1) year after acceptance by the County.

Accompanying this proposal is a proposal guaranty for 5% of the total bid, payable to Texas County, which is to be forfeited, as liquidated damages, if, in the event that this proposal is accepted, the undersigned shall fail to execute the contract and furnish satisfactory contract bond under the conditions and within the time specified in this proposal. Otherwise said proposal guaranty is to be returned to the undersigned.

P-1

CD - 5 of 19

PROPOSAL

Texas County
Emergency Bridge Deck Repair
County Road 28 over UPRR
70D0922E0170003

SUMMARY OF ITEMS					
LINE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
01	(SP) RAILROAD FLAGGING (NON- BIDDABLE)	15.00	DAY	\$	\$
02	CLASS C BRIDGE DECK REPAIR	11.00	SY	\$	\$
03	CONSTRUCTION TRAFFIC CONTROL	1.00	L.SUM	\$	\$
				TOTAL	\$

PROPOSAL

A Bidder's Bond, Certified or Cashier's Check is enclosed in the amount of \$ _____, as required.

STATE OF _____)
COUNTY OF _____) SS:

_____, of lawful age, being first duly sworn, upon his oath, deposes and says, that he executed the accompanying bid on behalf of the bidder named therein for the construction of the above improvement in TEXAS COUNTY, OKLAHOMA, that he had lawful authority so to do and 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 or County official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any State or County officials concerning exchange of money or other thing of value for special consideration in the letting of a contract; said bidder has neither directly nor indirectly entered into any agreement, express or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bid or bids, the limiting of the bids or bidders, the parceling or farming out to any bidder or bidders, or other persons of any part of the contract or any part of the profits thereof and that he has not and will not divulge the sealed bid on such public improvement to any person whatsoever, except those having a partnership or other financial interest with him in said bid or bids, until after the sealed bid or bids are opened.

If partnership, give name
and address of each partner

By: _____
Address: _____

Incorporated under the
laws of the State of: _____

Subscribed and sworn to before me this _____ day of _____, 20 _____.

(SEAL)

Notary Public
My Commission Expires: _____

NON-COLLUSION AFFIDAVIT
To Accompany Contractor's Bid

STATE OF _____)

) ss:

COUNTY OF _____)

_____ (Contractor's Authorized Agent), of lawful age,
being first duly sworn upon his/her oath, states:

1. I am the duly authorized agent of _____ (Bidder's Company Name), the bidder submitting the attached competitive bid (the "bid"), for the purpose of certifying the facts pertaining to the existence or nonexistence of collusion among bidders or between bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the award of any contract associated with the bid attached to this document;
2. I am fully aware of the facts and circumstances surrounding the making of the bid and have been personally and directly involved in the proceedings leading to the submission of such bid;
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party to: Any collusion among bidders to restrain the freedom of competition by agreement to bid at a fixed price or to refrain from bidding; Any collusion with any county official or employee as to quantity, quality, or price in the bid or contemplated contract, or as to any other terms of such bid or contemplated contract; nor any discussions between bidders and any county official or employee concerning the exchange of money or other thing of value for special consideration in the award of the contemplated contract.

Further, Affiant saith not.

Signature of Authorized Agent

Title (printed)

Subscribed and sworn to before me this _____ day of _____, 20____.

(SEAL)
My commission expires:

Notary Public

BUSINESS RELATIONSHIP AFFIDAVIT
To Accompany Contractor's Bid

STATE OF _____)
) ss:
COUNTY OF _____)

_____, (Contractor's Authorized Agent), of lawful age,
being first duly sworn upon his/her oath, states:

1. I am the duly authorized agent of _____ (Bidder's
Company Name), the bidder submitting the attached competitive bid (the "bid").

2. My position in the above named company is _____.

3. Affiant further states 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
Affidavit, with the architect, engineer, or other party to the project is as follows:

(if none, so state)

4. Affiant further states that any such business relationship presently in effect or which existed
within one (1) year prior to the date of this Affidavit between any official or director of the
architectural or engineering firm or any other party to the project is as follows:

(if none, so state)

5. Affiant further states that the names of all persons who have any such business relationship
and the positions they hold with their respective companies or firms are as follows:

_____ (if none, so state)

Further, Affiant saith not.

Signature of Authorized Agent

Title (printed)

Subscribed and sworn to before me this _____ day of _____, 20____.

(SEAL)
My commission expires:

Notary Public

CONSTRUCTION CONTRACT

This Contract is made and entered into this _____ day of _____, 20____, by and between Texas County, Oklahoma hereinafter called "County and _____, a(n) _____, hereinafter called "Contractor."

WITNESSETH

WHEREAS, in accordance with the state law and the Public Competitive Bidding act of 1974, 61 Okla. Stat. §§ 101 et seq. (hereinafter collectively referred to as "state law"), the County has caused to be prepared certain plans, specifications, and other bidding documents (the "Bidding Documents") for the work hereinafter described; and,

WHEREAS, in accordance with state law, the County has approved and adopted all of said Bidding Documents and has caused an Invitation to Bid to be given and advertised and has received sealed bids for the furnishing of all labor and materials for:

Texas County
Emergency Bridge Deck Repair
County Road 28 over UPRR
70D0922E0170003

as outlined and set out in the Bidding Documents and in accordance with the terms and provisions of this Contract; and,

WHEREAS, Contractor, in response to said Invitation to Bid, has submitted to the County, in the manner and at the time specified, a sealed bid in accordance with the terms of the Bidding Documents; and,

WHEREAS, the County, in the manner provided by state law, has publicly opened, examined and canvassed the bids submitted and has determined and declared the above-named Contractor to be the lowest responsible bidder on the above described project; and,

WHEREAS, the County has duly awarded this Contract to said Contractor, for the sum named in the bid, to-wit:

Dollars and Cents spelled out here (\$.).

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions herein stated and in consideration of the mutual benefits, which will accrue to the parties, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. Incorporation of Bidding Documents. This Contract hereby incorporates, as if fully set out herein, the Plans, Specifications, General Provisions, Special Provisions, Contractor's Proposal and any and all Addendums issued. All of these documents have been provided to and/or by the Contractor and are on file in the Office of the County Clerk. Hereinafter, these documents shall be collectively referred to as "Bidding Documents."

2. Engagement of Contractor. The County hereby engages Contractor to perform certain construction services for the benefit of the County. Contractor accepts such engagement pursuant to the terms and conditions set forth herein.
3. Scope of Engagement. Contractor shall, in a good and first-class, workmanlike manner, at its own cost and expense, furnish all labor, materials, tools and equipment required to perform and complete said work in strict accordance with the Bidding Documents, with the following additions and/or exceptions: (if none, so state.)

(NONE)
4. Payments to Contractor. The County shall make payments to the Contractor in the following manner:
 - a. On or about the first (1st) day of each month, the Engineer, or other appropriate person, will make accurate estimates of the value, based on contract prices, of the work done and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The Contractor shall furnish to the Engineer such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates. Ninety-five percent (95%) of such estimated sum shall be paid to the Contractor within five (5) days after the first regularly scheduled meeting of the County of the following month.
 - b. On completion of the work, but prior to the acceptance thereof by the County, it shall be the duty of the Engineer for the County, or other appropriate person, to determine that said work has been completely and fully performed in accordance with this Contract and all incorporated documents; and upon making such determination, said official shall make his final certification to the County.
 - c. The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds, for payment of the final estimate to the Contractor; thereupon, the final estimate (including retainage, but less any liquidated damages), will be approved and paid, within five (5) days after the first regularly scheduled meeting of the County of the following month.
5. Bargaining. The County and the Contractor have had the opportunity to seek independent legal counsel before entering into this Contract. The language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against either party.
6. Third Party Beneficiaries. Nothing in this Contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Contract, except as provided expressly herein.
7. Notices. Whenever a notice is required to be given in writing and under the terms of this Contract, or any extension hereunder, such notice shall either be hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:

If to the County:

Texas County Commissioners

Texas County Courthouse, 319 N. Main St.

Guymon, OK 73942

If to Contractor:

or at such other address as a party shall specify by like notice to the other party hereto. Notices shall be effective on the date of delivery.

8. Counterparts. This Contract may be executed in any number of counterparts, and when each party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Contract shall not be binding upon the parties hereto until signed by all of the parties.
9. Integration and Amendments. This Contract constitutes the entire agreement between the parties and may not be amended, altered, modified or changed in any way except in writing signed by all parties to this Contract and which specifically references this Contract. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this Contract. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Contract. Any amendment to this Contract shall be attached to this Contract and all of the terms in this Contract not addressed in the amendment shall remain in full force and effect.
10. Binding Effect. This Contract binds the parties and any successors and assigns of the parties.
11. Severability. If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the day and year last written below.

Date: _____

Texas County Commissioners,

(SEAL)

Chairman

ATTEST:

County Clerk

CD - 13 of 19

Approved as to form:

District Attorney

Date: _____

$$a(n)$$

Signature

Printed Name

Title

ATTEST:

Secretary and/or Witness

State of Oklahoma)
County of) ss.
)

_____, of lawful age, being first duly sworn, on oath, says that (s)he is the agent authorized by the Contractor to submit the above Contract to Texas County. Affiant further states that Contractor has not paid, given or donated, or agreed to pay give or donate to any officer or employee of Texas County, any money or other valuable thing, either directly or indirectly, in the procuring of this Contract.

Signature

Printed Name/Title

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

(SEAL)

Notary Public

My Commission Expires: _____

My Commission Number: _____

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENT, that _____, Principal, and _____, a corporation organized under the laws of the State of _____, are held firmly bound unto Texas County, in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States of America, said sum being the contract price, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 20_____.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written contract with Texas County, dated _____, 20_____, for:

Texas County
Emergency Bridge Deck Repair
County Road 28 over UPRR
70D0922E0170003

all in compliance with the plans and specifications therefor, made a part of said contract and on file in the Office of the County Clerk, located in the County Courthouse Building in Guymon, Oklahoma.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to Texas County, Oklahoma, all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of **one (1) year** from and after acceptance of said project by Texas County, Oklahoma; then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the same Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in- fact, duly authorized so to do, the day and year first above written.

Principal:

By: _____
Title

(SEAL)
ATTEST:

Secretary

Surety:

By: _____
Attorney-in-Fact

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT, that _____, Principal, and _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Oklahoma, as Surety, are held firmly bound Texas County, Oklahoma, in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 20_____.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written contract with Texas County Oklahoma, dated _____, 20_____, for:

Texas County
Emergency Bridge Deck Repair
County Road 28 over UPRR
70D0922E0170003

all in compliance with the plans and specifications therefor, made a part of said contract and on file in the Office of the County Clerk, located in the County Courthouse Building in Guymon, Oklahoma.

NOW, THEREFORE, if said Principal shall in all particulars, well, truly, and faithfully perform and abide by said contract and each and every covenant, condition, and part thereof and shall fulfill all obligations resting upon said principal by the terms of said contract and specifications and if said principal shall protect and save harmless Texas County, Oklahoma from any pecuniary loss resulting from the breach of any of the items, covenants and conditions of said contract resting upon said principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the same Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Principal:

By: _____ Title

(SEAL)
ATTEST:

Secretary

Surety:

By: _____ Attorney-in-Fact

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENT, that _____, Principal, and _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Oklahoma, as Surety, are held firmly bound unto Texas County, Oklahoma, in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 20_____.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with Texas County Oklahoma, dated _____, 20_____, for:

Texas County
Emergency Bridge Deck Repair
County Road 28 over UPRR
70D0922E0170003

all in compliance with the plans and specifications therefor, made a part of said contract and on file in the Office of the County Clerk, located in the County Courthouse Building in Guymon, Oklahoma.

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractors of said Principal who performs work in the performance of such contract, for labor and materials and repairs to and parts of equipment used and consumed in the performance of said contract within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the same Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Principal: _____

By: _____
Title

(SEAL)
ATTEST:

Secretary

Surety: _____

By: _____
Attorney-in-Fact

NOTICE TO PROCEED

TO:

FROM: Texas County Commissioners, Texas County, Oklahoma

YOU ARE HEREBY NOTIFIED that all contract documents have been executed and accepted in relation to the contract on

**Texas County
Emergency Bridge Deck Repair
County Road 28 over UPRR
70D0922E0170003**

entered into on the ____ day of ____, 20 ____, by and between the County and
____ and that work may now be commenced in
accordance with said Contract. With a contract time of **60** calendar days, the completion
date is the ____ day of ____.
DATED at Texas County, Oklahoma this ____ day of ____, 20 ____.

Texas County Commissioners, Texas County, Oklahoma

By: _____
Chairman

cc: County Clerk

INVOICE AFFIDAVIT

STATE OF _____)
) SS.
COUNTY OF _____)

The undersigned (architect, contractor, supplier, engineer, or supervisory official) of lawful age, being first duly sworn, on oath says 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 made no payment, given or donated or agreed to pay, give or donate either directly or indirectly to any elected official, officer or employee of the State of Oklahoma, of money or any other thing of value to obtain payment or the award of this contract.

Texas County
Emergency Bridge Deck Repair
County Road 28 over UPRR
70D0922E0170003

Project Name _____
Project No. _____

Signature - Contractor or Supplier _____

Company Name (Print or Type) _____

Address _____

City, State, Zip _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

My Commission Expires: _____, Notary Public

ATTENTION CONTRACTOR
Union Pacific Railroad Information

Texas County

Please reference the following Union Pacific railroad information on all correspondence with the railroad:

DOT No. 596150E

RR Mile Post: 465.33

Subdivision: Pratt

UPRR Folder No. N/A

Any contract let by the County for construction of the roadway or bridge involving Railroad property shall require the contractor to abide by the special provision attached, Railroad Flagging. The Contractor will be required to have **Railroad Protective Liability and Property Damage Insurance** and a **flagman** will be required by the Railroad when working within twenty-five feet (25') of track.

Any contract let by the County for construction of the roadway or bridge involving Railroad property shall require the contractor to enter into the Railroad's standard Contractor Endorsement Agreement in the same form as attached. Upon receipt of the **executed UP Contractors Endorsement**, the Contractor shall notify the Railroad ten (10) working days prior to entering onto the Railroad's Right-of-Way.

The UP Contractor's Endorsement must be filled out by the Contractor and the Railroad prior to entering onto the railroad's right-of-way.

Prior to issuance of the Work Order, the Contractor must submit an original and one copy of the insurance policy to Texas County Commissioners, Texas County Courthouse, 319 N. Main Street, Guymon, Oklahoma 73942.

The Contractor shall notify:

Joseph A Diazdeleon
SR Manager of Track Maintenance
Union Pacific Railroad Company
203 E. Railroad
Liberal, KS 67901
Phone: 620-417-0016
Email: Jadizdl@up.com

John Plebanek
Resident Project Manager
Alfred Benesch & Company
1300 W. Canal St.
Milwaukee, WI 53233
Phone: 414-294-8685
Email: Jplebanek@benesch.com



BUILDING AMERICA®

CONSENT LETTER

Date: December 20, 2021 Project: 0266129

DOT #: 596150E	MP: 465.33	Subdivision: Pratt
----------------	------------	--------------------

OKLAHOMA DOT
RYAN LEONARD
200 NE 21ST ST.
OKLAHOMA CITY, OK 73115

Dear Sir/Madam:

It is the OKLAHOMA DOT's ("Public Entity") intention to perform [What Public Entity is Performing] ("Work") at the location noted above. This letter serves as an acceptance by Union Pacific Railroad Company ("Railroad") of the proposed Work to be performed.

If a contractor is to do any of the Work on Railroad's property, then the Public Entity shall require its contractor to execute and return the attached contractor endorsement ("Contractor Endorsement"). Under no circumstances will Public Entity's contractor be allowed on Railroad's property without first executing the Contractor Endorsement.

This Consent Letter shall be valid for one year or until the Work is complete or this Consent Letter is revoked by Railroad.

For safety reasons, the Public Entity and/or its contractor are required to notify the Railroad's Representative(s) ("Railroad Representative"), as noted below, at least 48-hours in advance prior to performing the Work described above.

MIPP: [John Plebanek, 414-294-8685, jappleban@upcontractor.up.com]

Telecommunications ("Call Before You Dig"): 1-800-336-9193

Regards,

Casey Moore
Public Projects - Real Estate

UNION PACIFIC RAILROAD
1400 Douglas Street
Omaha, Nebraska 68179

CONTRACTOR ENDORSEMENT

Date: December 20, 2021 Project: 0266129

DOT #: 596150E	MP: 465.33	Subdivision: Pratt
----------------	------------	--------------------

A. As a condition to entering upon Union Pacific Railroad Company's ("Railroad") property to perform WORK DESCRIPTION ("Work") described in Consent Letter dated the day of _____, 2021, ("Public Entity's") _____ whose address is _____ (hereinafter "Contractor"), by signing below, acknowledges and agrees to comply with and be bound by the Contractor Endorsement – General Terms and Provisions, including the minimum safety standards, and insurance requirements set forth at: https://www.up.com/cs/groups/public/@uprr/@realestate/documents/up_pdf_nativedocs/re_cont_endorsement.pdf

Alternatively, cut and paste the following into browser:

https://www.up.com/cs/groups/public/@uprr/@realestate/documents/up_pdf_nativedocs/re_cont_endorsement.pdf

- B. Upon request, all insurance documentation shall be provided to Railroad.
- C. Please note that fiber optic cable may be buried on the Railroad's property. Prior to commencing the Work, the Contractor agrees to contact the Railroad's Telecommunications Operation Center as provided in the general terms and conditions to determine if any fiber optic cable is located on the Railroad's property on or near the location where the Work is to be performed.
- D. The Contractor agrees to also provide notice to railroad representative ("Railroad Representative"):
- MTM: [Joseph Diazdeleon, 620-417-0016, jadiazdl@up.com]
- E. The term of this Contactor Endorsement shall commence on the date of the execution of this Contractor Endorsement and continue for one year or until such time as Contractor has completed its work on Railroad's property, whichever is earlier, unless sooner terminated.

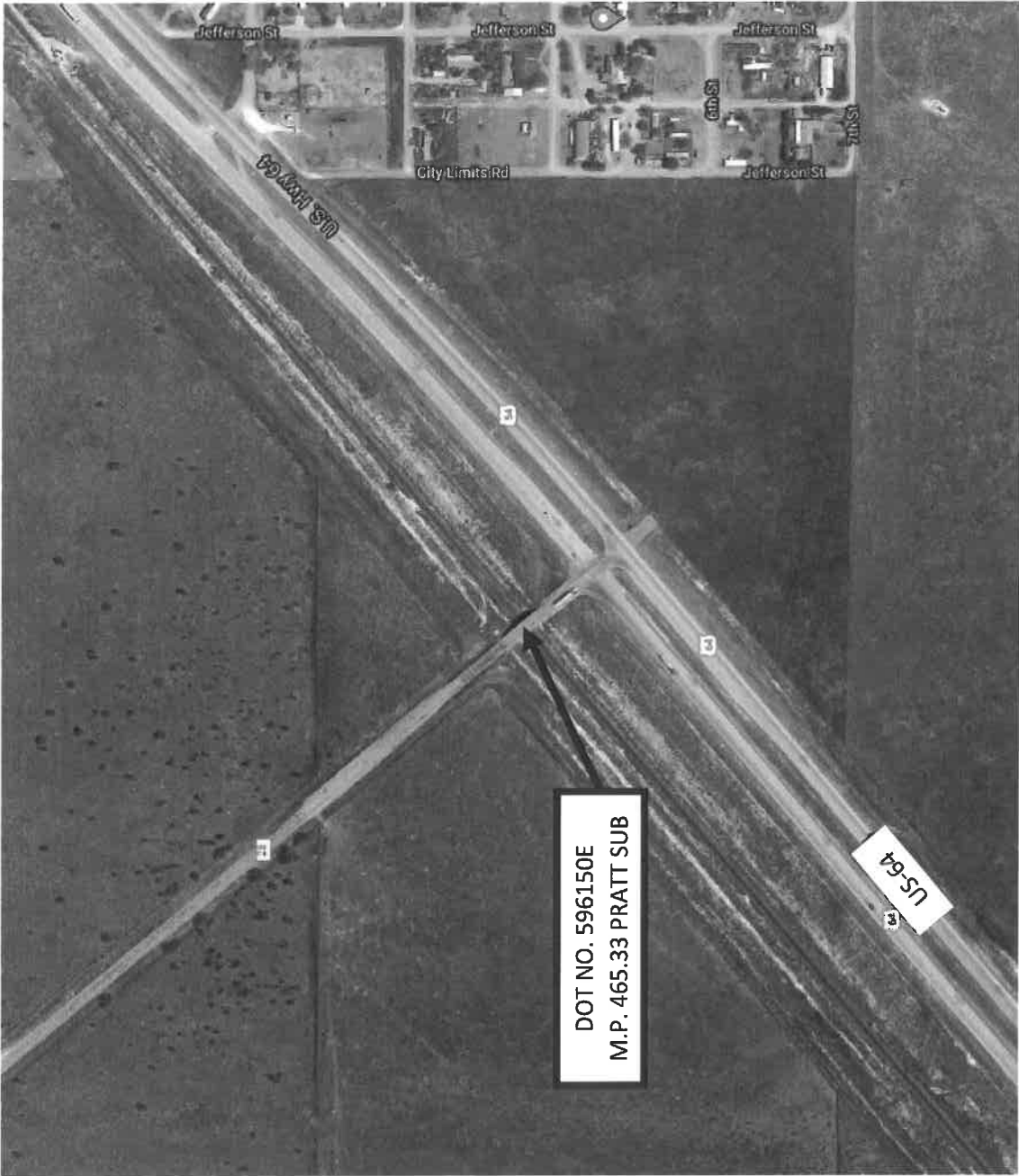
Please complete this Contractor Endorsement by executing below and submitting with the \$1,025.00 administrative fee payment with the Folder Number indicated to the following address:

Union Pacific Railroad Company
ATTN: Public Projects Manager
1400 Douglas Street
Mail Stop 1690
Omaha, NE 68179

(Name of Contractor)

By: _____
Name: _____
Address: _____
Email: _____
Date: _____

RAILROAD LOCATION PRINT
MAINTENANCE CONSENT/ CONTRACTOR'S RIGHT OF ENTRY AGREEMENT



UNION PACIFIC RAILROAD COMPANY
PRATT SUBDIVISION
RAILROAD MILE POST 465.33
OPTIMA, TEXAS COUNTY, OKLAHOMA

To accompany an agreement with Texas County, Oklahoma and ITS CONTRACTOR.

12/28/2021

SPECIAL PROVISIONS FOR RAILROAD FLAGGING

These Special Provisions revise, amend, and where in conflict, supersede applicable sections of the 2009 ODOT Standard Specifications for Highway Construction, English and Metric.

104.18 RAILROAD FLAGGING *(Add the following:)*

Execute and return the right of entry agreement (if required by the railroad) with the contract to the County within the time period provided for contract execution. Reimburse **RailPros**, hereinafter referred to as the Flagging Contractor, directly for the cost of all railroad flagging required by the Railroad Company due to construction on their property.

The Railroad Company's requirements for flagging and right of entry may vary significantly from those implied by other contract documents. Therefore be informed of the individual Railroad Company's requirements for flagging and right of entry.

For the purpose of bidding, the following information is furnished by the Railroad Company covering the estimated flagging schedule and the estimated cost thereof:

Flagging Services

Flagging services will be required:

In the event it is necessary for the Contractor to operate his crane or other heavy machinery in the vicinity of the track, as defined by the Railroad Company, which may endanger railroad operations.

At any time the Contractor is within 25 feet of the track.

As specified in the right of entry agreement (if required).

At any other time deemed appropriate by the Railroad Company.

Flaggers

The total cost per eight-hour day, for one flagger, supervisory personnel, vacation allowances, and retirement and unemployment insurance is **\$1300** per eight-hour day. This rate is based on current wage scales for an eight hour basic day, including any additional pay for overtime, rest days and holidays, and is subject to any increases which may result from railroad employees-railroad management negotiations, or which may be authorized by Federal authorities. No additional payment will be made for increases in the above rate if such increases should occur.

Furthermore, the Contractor's final estimate will not be paid until satisfactory evidence that the Flagging Contractor has been fully reimbursed for their flagging services is provided.

Utilities

Fiber optic, communications, control systems, and other types of cables may be buried on Railroad Company property. Contact **Call Okie at 1-800-522-6543** to assist in determining if cable systems are buried on Railroad Company property to be used before beginning work. Contact the appropriate personnel to have cables located, and make arrangements with the owner of the facility to ascertain the protective measures that must be adhered to prior to the commencement of any work on the Railroad Company's property.

Railroad Operations

Normal train operations over the crossing consists of **Fifteen (15)** trains daily. Details regarding train operations required or desired may be obtained by consulting the Railroad Company's office located at **Joseph A Diazdeleon Manager of Track Maintenance, Union Pacific Railroad, 203 E. Railroad Liberal, KS 67901**

Measurement of Railroad Flagging

The Engineer will measure *Railroad Flagging (Non-Biddable)* as billed by the Flagging Contractor prorated to an eight-hour day, as a single operation, regardless of the actual number of railroad personnel needed. For example, if the Contractor is billed by the Flagging Contractor for twelve hours of flagging, this will constitute 1.5 days of *Railroad Flagging*.

For progressive payment to be made, the Contractor will present an original, notarized confirmation that the Flagging Contractor has been reimbursed for the number of eight-hour flagging days billed.

Payment for Railroad Flagging

Approved *Railroad Flagging*, as described above, will be paid for at the contract unit price as follows:

Pay Item:	Pay Unit:
<i>RAILROAD FLAGGING (NON-BIDDABLE)</i>	Day

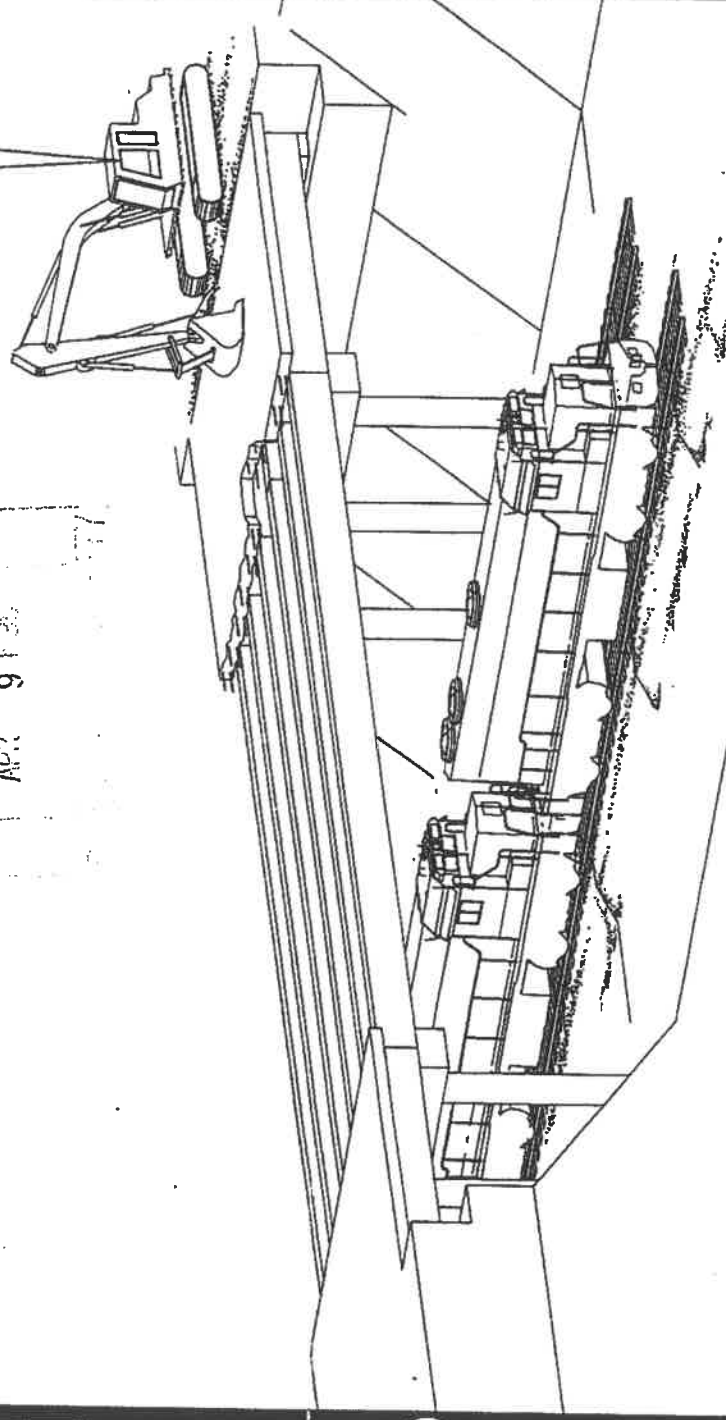
Payment for *Railroad Flagging (Non-Biddable)* is considered full compensation for furnishing all materials, equipment, labor, and incidentals to complete the work as specified. Any additional costs incurred for railroad flagging will be included in other items bid in the Contract.

It is the intent of this provision that the Contractor be reimbursed by the County at a rate of ~~\$650~~ per eight hour day (approximately 50% of the rate specified in Subsection 104.18.B above).

GUIDELINES FOR PREPARATION OF A BRIDGE DEMOLITION AND REMOVAL PLAN FOR STRUCTURES OVER RAILROAD

APR 9 1986

STOP ALL WORK
DURING RAIL OPERATIONS



UNION PACIFIC RAILROAD

OFFICE OF CHIEF ENGINEER DESIGN
1416 DODGE ST.
OMAHA, NE 68179

INDEX

ITEM	PAGE
I. General	1
II. Bridge Removal Plan	1
III. Procedure	3
IV. Track Protection	4
V. Cranes	5
VI. Cutting Torches	6
VII. Utilities	6
VIII. Hazardous Material	6
Appendix	7

I. GENERAL

- A. The Contractor's work shall in no way impede the train operations of the Union Pacific Railroad.
- B. The Contractor shall develop a work plan assuming that minimal track windows will be available.
- C. The Contractor shall be responsible for planning and executing all procedures necessary to remove the overhead bridge in a safe and controlled manner.
- D. The Railroad's tracks and property shall be protected at all times.
- E. The contractor shall ensure the area immediately adjacent to operational tracks shall remain free from stumble or like hazards to the ground Railroad personnel to prevent injuries. Open excavations shall be in accordance with current CE Drawing 106613 and shall be protected by appropriate fencing.
- F. The words "demolition" and "removal" will be used interchangeably.
- G. All removed materials shall be disposed of outside the Railroad right-of-way at no expense to the Railroad.
- H. No work is allowed within 50 feet of the nearest rail when trains pass the work site.
- I. Staged demolition of the portions of structure immediately adjacent to operational tracks will not jeopardize the integrity of the structure over said tracks until actual removal of the portion of the structure over the tracks is being done.
- J. A flagman is required when any work is performed within 25 feet of the nearest rail.
- K. No blasting will be permitted on Railroad's right-of-way.

II. BRIDGE REMOVAL PLAN

- A. The Contractor shall submit a complete Bridge Removal Plan to the Railroad. The Bridge Removal Plan shall include details, procedures and the sequence of staged removal of the bridge, including all steps necessary to remove the bridge in a safe and controlled manner.

B. The Contractor shall submit to the Railroad; three (3) complete sets of the Bridge Removal Plan for review and comments. The Plan shall be sealed by a Civil or Structural Engineer registered in the state where the proposed demolition will take place. A minimum of three (3) weeks shall be allowed for the Railroad's review after the complete submittal is received. No removal operations will be permitted over the Railroad right of way until the submitted material has been reviewed and comments provided.

C. Review and comment of the Removal Plan by the Railroad will not relieve the Contractor of the ultimate responsibility and liability for the demolition of the structure.

D. The Removal Plan shall include the following:

- 1) Plan, elevation and location of the bridge, and the locations of any access roads needed for movement of the equipment. The as-built drawings may be used for the submittal provided the removal steps are clearly marked and legible.
- 2) Indicate the position of all railroad tracks below the bridge and identify each track as mainline, siding, spur, etc.
- 3) Bridge removal sequence and procedures for entire bridge including the staging for the removal of the superstructure and substructure.
- 4) List type and number of equipment required and their locations during demolition operations.
- 5) Locations and types of temporary supports, shoring or bracing required. These members shall be designed to meet Union Pacific Railroad current standard drawing 106613 "General Shoring Requirements", "Guidelines for Design and Construction of Falsework for Structures Over Union Pacific Railroad", "Guidelines for Design and Construction of Shoring Adjacent to Active Railroad Tracks", and the appropriate local and national building and design code requirements.
- 6) The proposed vertical and horizontal clearance from all tracks to the temporary and permanent supports. The minimum vertical and horizontal clearances shall be as per attached frame protection details.
- 7) If any temporary supports interfere with the natural drainage along the Railroad right-of-way, a temporary drainage plan shall be submitted for review and comment prior to constructing temporary supports. The proposed drainage plan shall route all drainage away from the railroad tracks.

- 8) Details, limits, and locations of protective covers or other measures proposed to be used to protect the tracks. This includes any shields or other measures that will protect the tracks from falling debris during removal of the overhead bridge and from any debris rolling down the side slopes or otherwise coming into the area around the tracks which could affect train operations. Design loads, including impact loads, shall be noted. In addition equipment should be on site capable of removing debris and track shield from operational tracks.
- 9) All procedures necessary to remove the bridge in a safe and controlled manner. The estimated time for complete removal over the tracks shall be noted.
- 10) All overhead and underground utilities in the area affected by removal of the bridge shall be located on the drawings, including any fiber optic, railroad signal, and communication lines.
 - 11) The location and details of track crossings required for moving of the equipment across the railroad tracks.
- 12) Limits of demolition of substructures.
- 13) Details of on-site fire suppression.

III. PROCEDURE

- A. During removal operations the remaining structure shall be stable during all stages of the removal operations.
- B. Prior to proceeding with bridge removal the sealing Civil or Structural Engineer, or his authorized representative working for the Contractor, shall inspect the temporary support shoring, including temporary bracing and protective coverings, for conformity with the working drawings. The Engineer shall certify in writing to the Railroad that the work is in conformance with the drawings and that the materials and workmanship are satisfactory. A copy of this certification shall be available at the site of work at all times.
- C. Coordinate the removal schedule with the Railroad. All the removal work within the track area shall be performed during the time windows when the trains are not passing the work site.
- D. All substructures shall be removed to at least 3 feet below the final finished grade or at least 2 feet below base of rail whichever is lower, unless otherwise specified by the Railroad.

E. All debris and refuse resulting from the work shall be removed from the right of way by the contractor and the premises left in a neat and presentable condition.

F. The work progress shall be reviewed and logged by the Contractor's Engineer. Should an unplanned event occur, the Contractor shall inform the Railroad and submit procedure to correct or remedy the occurrence.

G. Preferably all demolition and beam removal shall be from above. In the case that the beams require removal from below, the beams may temporarily straddle the tracks. The following steps shall be taken:

- 1) The work shall be scheduled with the Railroad's Service Unit Superintendent subject to the Railroad's operational requirements for continuous train operations. The beams removed in sufficient time for train passage.
- 2) The tracks shall be protected and no equipment placed on the tracks.
- 3) The beams shall be blocked and not come in contact with the tracks. Blocking shall not be placed on the tracks.
- 4) The beams and all equipment will be moved a minimum of 15 feet from the nearest rail of the tracks when a train is passing.

IV. TRACK PROTECTION

A. The track protective cover shall be constructed before beginning bridge removal work and may be supported by falsework or members of the existing structure. See the attached Track Shield Detail and Frame Protection Detail for additional requirements. Types of protective covers that may be acceptable methods for protecting the tracks are:

- 1) A decking supported by the bridge or a suspended cover from the bridge above the track clearance envelope.
- 2) A track shield cover over the tracks per the attached detail.
- 3) A framed cover outside the track clearance envelope.
- 4) A catcher box or loader bucket under decking and parapets overhanging the exterior girders.

B. Construction equipment shall not be placed on the tracks unless tracks are protected.

C. Temporary haul road crossings shall be of either Section Timbers or Precast Concrete Panels. The type of crossing shall be determined by the Manager of Industry and Public Projects. Solid timbers or ballast with timber headers shall be used between multiple tracks. If temporary crossing is accessible to public crossing shall be protected with barricades or locked gates when contractor is not actively working at the site or weekends.

D. Track protection is required for all equipment including rubber tired equipment operating within 25 ft. or over the tracks.

V. CRANES

A. When cranes are operated near the tracks the following is required:

- 1) Only cranes with the capacity to handle the loads may be used. Front end loaders and backhoes cannot be used to lift over the tracks.
- 2) The Contractor shall verify that the foundations under the crane can support the loads.
- 3) The size and material type of crane mats shall be submitted to the Railroad for review and comment. No mat substitution will be allowed. The mats shall be rigid and of sufficient capacity to distribute the crane loads and prevent tipping of the crane.
- 4) Installation of temporary track crossings for equipment shall be scheduled with the Manager of Industry and Public Projects .
- 5) Additional track protection is required when crossing with a crane. The protection methods shall be submitted to the Railroad for review and comment.
- 6) Equipment shall not place outriggers on the tracks or ballast.
- 7) Cranes shall not be placed within the track clearance envelope without flagman protection.

VI. CUTTING TORCHES

- A. When a cutting torch is used near the tracks or any timber, the following steps shall be taken:
- 1) Fire suppression equipment is required on-site.
 - 2) Do not use a torch over, between, or adjacent to the tracks unless a steel plate protective cover is used. Care shall be taken to make certain the use of a steel plate does not come in contact with the rails. See "Track Shield Details" for other requirements. Details of the shield shall be submitted to the Railroad for approval..
 - 3) Wet the ties and other timber below the cutting area.
 - 4) Monitor the work site for at least three hours after cutting for a smoldering fire.
- B. Extensive overhead cutting will not be performed over the track area without the proper fire suppression equipment on-site and proper protection.

VII. UTILITIES

- A. The demolition operations shall be planned such that the utility lines are operating safely at all times. The utility lines shall be protected if affected by demolition operations. All the work associated with utility lines should be coordinated by the contractor with the respective utility companies.

VIII. HAZARDOUS MATERIAL

- A. If any hazardous materials are found, provide material protection as specified in local hazardous material codes and immediately contact the Railroad.

APPENDIX

- U.P.R.R. STANDARD DRAWING 106613
- TRACK SHIELD DETAIL
- FRAME PROTECTION DETAILS

UNION PACIFIC RAILROAD

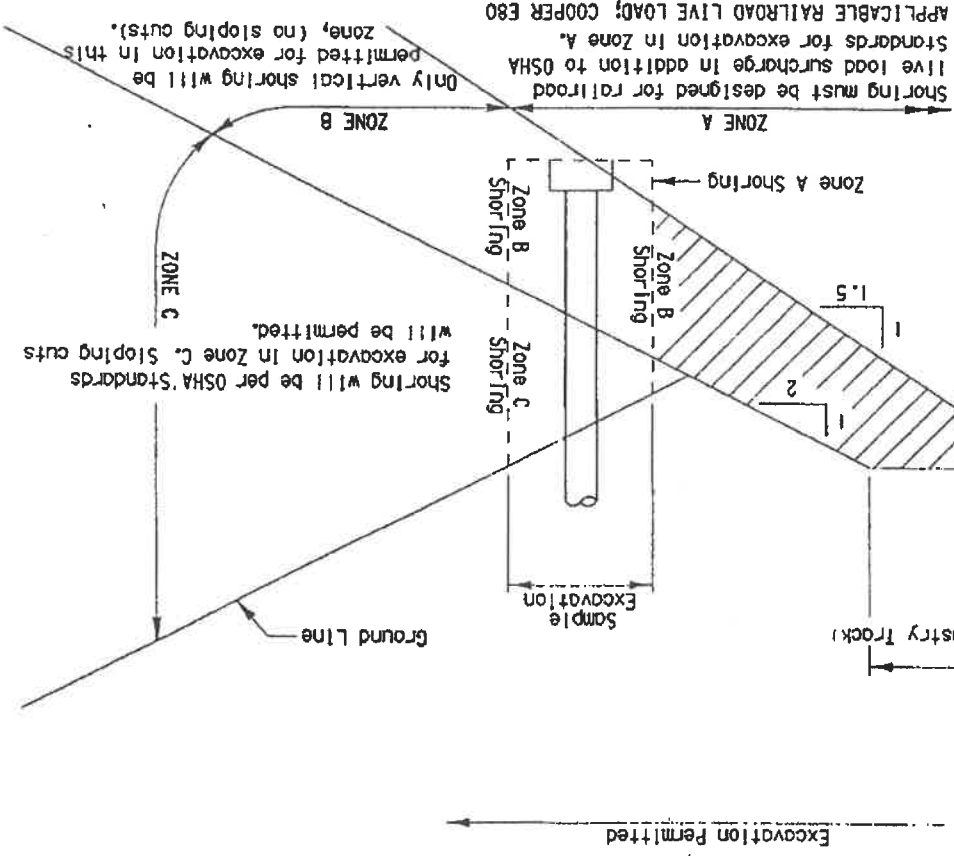


GENERAL SHORING REQUIREMENTS

OFFICE OF CHIEF ENGINEER DESIGN

DATE: 3-31-98 REDRAWN C.E. 106613

TRACK PROTECTION SHORING REQUIREMENTS



TRACK PROTECTION SHORING:

All dimensions are measured perpendicular to E Track.
 The contractor shall provide and install track protection shoring before commencing excavation. Prior to commencing any work, the contractor shall submit for approval by the Engineer and UPRR, detailed plans indicating the nature and extent of the track protection shoring proposed. Shoring shall be designed for Coopers E80 live load surcharge and the UPRR may impose more stringent requirements as conditions warrant. For excavations which encroach into railroad live load surcharge zone, shoring plans will be accompanied by a copy of the design calculations, and both must be stamped by a registered professional engineer. Design of shoring shall comply with UPRR guidelines for design and construction of shoring adjacent to active railroad tracks.



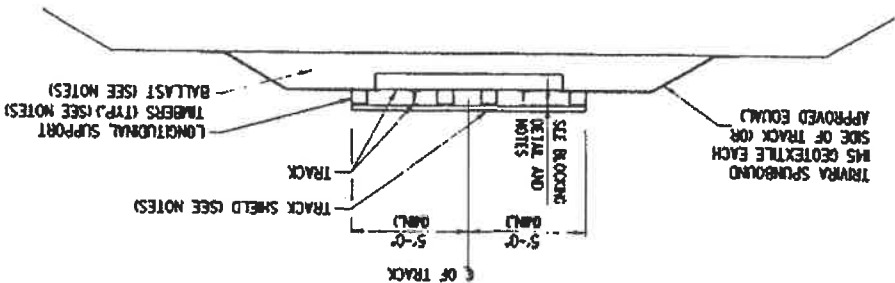
TRACK SHIELD DETAIL

OFFICE OF CHIEF ENGINEER DESIGN

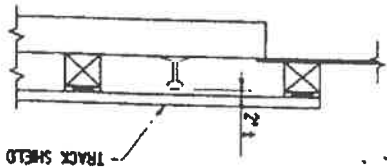
DATE: 3-31-98

SHEET 1 OF 1

TRACK SHIELD DETAIL
FOR DEBRIS FALLING FROM BRIDGE DECK REMOVAL
(WHEN TRACK TIME WINDOW IS AVAILABLE)



BLOCKING DETAIL



1. A FLAGMAN IS REQUIRED AT ALL TIMES DURING THE USE OF A TRACK SHIELD.
2. THE TRACK SHIELD SHALL BE DESIGNED BY THE CONTRACTOR AND SHALL BE OF SUFFICIENT STRENGTH TO SUPPORT THE ANTICIPATED LOADS, INCLUDING IMPACT. THE SHIELD SHALL PREVENT ANY MATERIALS, EQUIPMENT OR DEBRIS FROM FALLING ONTO THE RAILROAD TRACK. ADDITIONAL LAYERS OF MATERIALS SHALL BE FURNISHED AS NECESSARY TO PREVENT FINE MATERIALS OR DEBRIS FROM SIFTING DOWN UPON THE TRACK.
3. THE SHIELD SHOULD PREFERABLY BE PREFABRICATED AND FURNISHED WITH LIFTING HOOKS TO FACILITATE REMOVAL.
4. THE SHIELD SHALL BE OF SUFFICIENT STRENGTH TO SPAN BETWEEN ITS SUPPORTS WITHOUT BEARING UPON THE RAILS AND TO WITHSTAND DROPPING RUBBLE.
5. BEFORE REMOVAL, THE SHIELD SHALL BE CLEARED OF ALL DEBRIS AND FINE MATERIAL.
6. THE TRACK SHIELD SHALL EXTEND AT LEAST 20 FEET BEYOND THE LIMITS OF DEMOLITION TRANSVERSE TO THE EDGE OF THE BRIDGE.

NOTES:

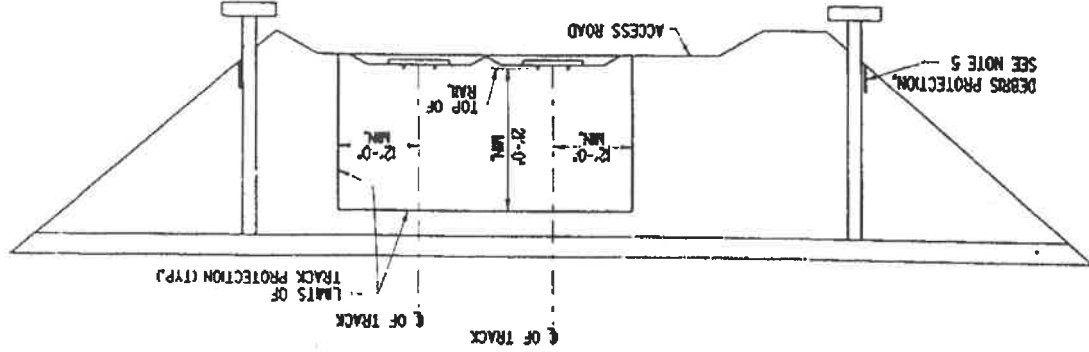
7. LONGITUDINAL SUPPORT TIMBERS FOR THE SHIELD SHALL NOT EXTEND ABOVE THE TOP OF RAIL WHEN THE SHIELD IS REMOVED. BLOCKING FROM THE TOP OF RAIL TO THE BOTTOM OF THE SHIELD MAY BE ATTACHED TO THE SHIELD. REMAINING TIMBERS SHALL BE ANCHORED.
8. FOR TRAIN PASSAGE, THE RUBBLE SHALL BE REMOVED TO A MINIMUM OF 8'-6" FROM THE NEAREST RAIL AND TO AN ELEVATION NO HIGHER THAN THE TOP OF RAIL.
9. AT THE END OF THE DAY, THE RUBBLE SHALL BE REMOVED COMPLETELY TO A MINIMUM OF 10' FROM THE NEAREST RAIL AND DOWN TO ORIGINAL GRADE.
10. CARE SHALL BE TAKEN TO NOT PLACE METAL ACROSS THE TRACK RAILS. RAILROAD COMMUNICATIONS ARE SENT THROUGH THE RAILS AND WILL BE DISRUPTED BY A SHORT BETWEEN RAILS.
11. DETAILS SHOWN APPLY FOR TIMBER TIES. SPECIAL DETAILS ARE REQUIRED FOR CONCRETE TIES.

* IF NO ACCESS ROAD, USE MIN. DIMENSION FROM OTHER SIDE OF DETAIL.

BRIDGE ELEVATION

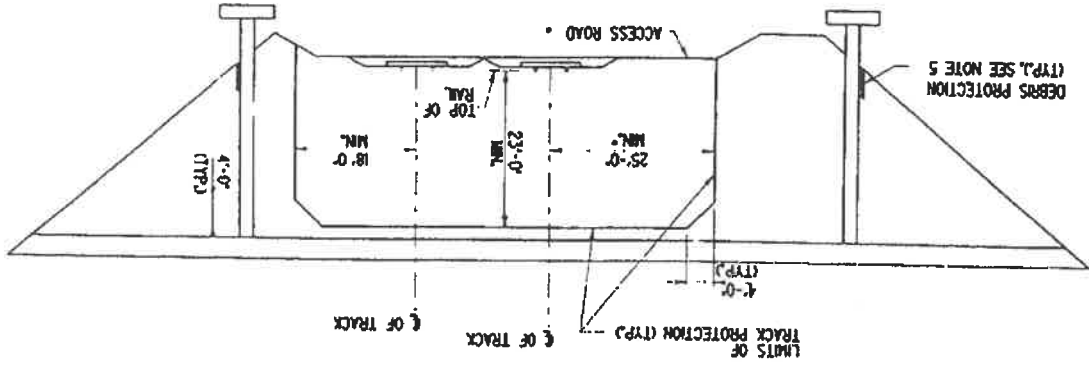
MINIMUM LIMITS OF PROTECTION FOR FRAME PROTECTION

(SPECIAL PERMISSION REQUIRED, SEE NOTE 1)



BRIDGE ELEVATION

STANDARD LIMITS OF PROTECTION FOR FRAME PROTECTION



NOTES:

1. THE STANDARD LIMITS OF PROTECTION NOTED ARE THE MIN. CLEARANCES ALLOWED WITHOUT SPECIAL PERMISSION FROM THE RAILROAD. THE REDUCED CLEARANCES NOTED MAY BE ALLOWED BY THE RAILROAD. SPECIAL PERMISSION FOR THE REDUCED CLEARANCES IS REQUIRED FROM THE RAILROAD SERVICE UNIT SUPERINTENDENT.
2. THE PROTECTION FRAME SHALL AS A MINIMUM MATCH THE DEMOLITION LIMITS SHOWN AND EXTEND PAST THE BRIDGE WIDTH AS SHOWN ON THE ATTACHED DEMOLITION PLAN SHEET.
3. FOR ADDITIONAL CLEARANCE AND PROTECTION INFORMATION, SEE UNION PACIFIC RAILROAD STANDARD DRAWING NO. 0035.
4. THE PROTECTION FRAME SHALL PREVENT DEMOLITION DEBRIS, DUST AND FINE MATERIAL FROM FALLING ONTO THE RAILROAD TRACKS. ACCESS ROAD OR TRAMS, THE FRAME SHALL BE DESIGNED BY THE CONTRACTOR TO SUPPORT THE ANTICIPATED DEMOLITION LOADS, AND IN ACCORDANCE WITH UNION PACIFIC GUIDELINES FOR DESIGN OF FALSEWORK FOR STRUCTURES OVER THE RAILROAD.
5. DEBRIS PROTECTION IS REQUIRED NEAR THE BASE OF THE SLOPES AND ADJACENT TO ROADS USED BY DEMOLITION EQUIPMENT TO PREVENT DEBRIS FROM ROLLING ONTO THE TRACK. ACCESS ROAD OR DITCH USE TIMBERS AS REQUIRED TO STOP LARGE PIECES OF ROLLING DEBRIS.
6. ANY ACTIVITY WITHIN 25 FEET OF THE NEAREST RAIL OF A TRACK REQUIRES A FLAGMAN.

UNION PACIFIC RAILROAD



FRAME PROTECTION DETAILS

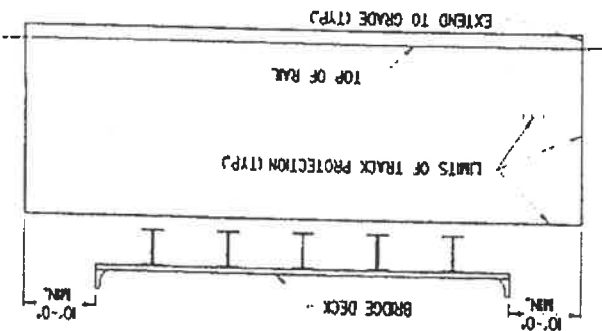
OFFICE OF CHIEF ENGINEER DESIGN

DATE: 3-31-98

SHEET 2 OF 2

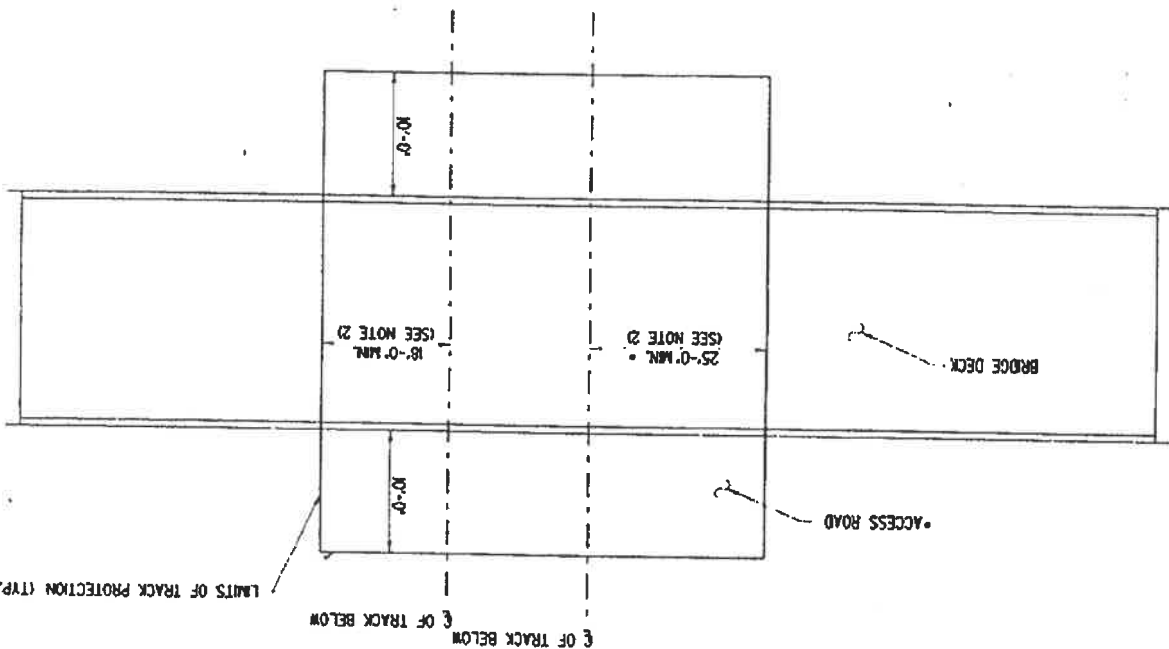
• IF NO ACCESS ROAD, USE MIN. DIMENSION FROM OTHER SIDE

BRIDGE DECK CROSS SECTION

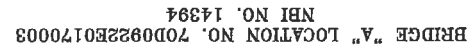


BRIDGE PLAN

• IF NO ACCESS ROAD, USE MIN. DIMENSION FROM OTHER SIDE



- NOTES:
1. SEE GENERAL NOTES ON BRIDGE ELEVATION SHEET
 2. STANDARD LIMITS OF PROTECTION ARE SHOWN. FOR MIN. DIMENSIONAL LIMITS OF PROTECTION, SEE BRIDGE ELEVATION.



INDEX OF SHEETS	
SHEET NUMBER	SHEET DESCRIPTION
1	TITLE SHEET
2	SUMMARY OF PAY QUANTITIES
3	RAILROAD NOTES
4	GENERAL PLAN AND ELEVATIONS
5	DECK REPAIR DETAILS
6	DETOUR PLAN

NAME	ADDRESS	CITY/STATE/ZIP
MKEC // TRANSPORTATION		

GENERAL NOTES

SPECIFICATIONS --
COMPLY WITH THE REQUIREMENTS OF THE 2019 OKLAHOMA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, EXCEPT AS MODIFIED BY THE PLANS AND SPECIAL PROVISIONS.

VERIFICATION OF EXISTING CONDITIONS --
THE CONTRACTOR SHALL BE RESPONSIBLE FOR FULLY UNDERSTANDING THE NATURE OF THE WORK AND CONDITIONS UNDER WHICH THE WORK WILL BE PERFORMED. ALL DIMENSIONS OF THE EXISTING BRIDGE COMPONENTS SHOWN ON THE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS NECESSARY TO CONNECT THE NEW MATERIAL AND SHALL BE SOLELY RESPONSIBLE FOR THE ACCURACY THEREOF.

THE CONTRACTOR SHALL ADOPT METHODS CONSISTENT WITH GOOD CONSTRUCTION PRACTICE AND SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT DAMAGE TO THE EXISTING BRIDGE AND ADJACENT AREAS. ANY DAMAGE TO THE EXISTING BRIDGE STRUCTURE OR ROADWAY DUE TO THE CONTRACTOR'S NEGLIGENCE SHALL BE REPAIRED. AT THE CONTRACTOR'S EXPENSE, TO THE SATISFACTION OF THE ENGINEER.

EXISTING PLANS --
THE EXISTING STRUCTURE WAS ORIGINALLY CONSTRUCTED AS PART OF FEDERAL AND SECONDARY PROJECT NO. 50-211 - (2). C. PLANS OF THIS PROJECT ARE AVAILABLE FROM THE OKLAHOMA DEPARTMENT OF TRANSPORTATION TECHNOLOGY SERVICES PLANS SECTION, 200 N.E. 21ST STREET, OKLAHOMA CITY, OKLAHOMA 73105.

DETERIORATED EXISTING STRUCTURAL STEEL --
NOTIFY THE ENGINEER OF ANY DETERIORATED STRUCTURAL STEEL EXPOSED DURING OPERATIONS. THE ENGINEER IN TURN WILL NOTIFY THE BRIDGE ENGINEER TO THE EXTENT OF THE DAMAGE. THE BRIDGE ENGINEER SHALL THEN DETERMINE IF ANY REPAIRS ARE NECESSARY, AND, IF SO, WHAT METHOD OF REPAIR SHALL BE USED.

ROAD CLOSURE --
BRIDGE SHALL BE CLOSED TO ALL TRAFFIC DURING CONSTRUCTION.

PAY ITEM NOTES

B1 ITEM "CLASS C BRIDGE DECK REPAIR" CONSISTS OF REPAIRING BRIDGE DECK AREAS THAT ARE UNSOUND AND TO BE REMOVED TO A DEPTH DESIGNATED BY THE ENGINEER. FINAL LOCATIONS AND EXTENTS OF REPAIR SHALL BE VERIFIED WITH THE 2019 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION. CLASS AA CONCRETE USED IN THE REPAIRS MAY BE VERY EARLY STRENGTH (TYPE I) IN ACCORDANCE WITH SECTION 701.20 IN THE 2019 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION. DAMAGE DONE TO THE EXISTING STRUCTURE AS A RESULT OF THE WORK SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE ENGINEER. ALL COST OF THE REPAIR INCLUDING MATERIALS, LABOR, EQUIPMENT AND INCIDENTALS NECESSARY TO COMPLETE THE WORK SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE OF "CLASS C BRIDGE DECK REPAIR".

PAY QUANTITIES

NBI 14394			
40'-45'-45' STEEL BEAM SPAN, 0' SKEW W/ 28'-0" CLEAR ROADWAY, W/ BRIDGE TRAFFIC RAIL - @ STA. 02+00.00			
ITEM NO.	ITEM		
	UNIT	DAY	15.00
104	3250	(SP) RAILROAD FLAGGING (NON-BIDABLE)	11.00
513	4400	CLASS C BRIDGE DECK REPAIR	1.00
B80	7110	CONSTRUCTION TRAFFIC CONTROL	1.00
		S.Y.	11.00
		B1	1.00
		L.SUM	1.00
		DAY	15.00
		UNIT	1.00
		TOTAL	1.00

DESIGNER	DATE
REVIEWER	
CHECKER	
DATE	

OKMEG/TRANSPORTATION

SUMMARY OF PAY QUANTITIES
AND NOTES

DESIGN	DATE
J.D.H.	
CHECK	DATE
J.T.H.	
MDC	
TEXAS COUNTY, OKLAHOMA	
SHEET NO. 2	

DISTRICT TWO

CR-20 OVER UPRR

TEXAS COUNTY

NOTIFICATION OF WORK NEAR RAILROAD--

THE CONTRACTOR IS REQUIRED TO GIVE THE UNION PACIFIC RAILROAD AT LEAST 10 WORKING DAYS ADVANCE NOTICE IN WRITING, BEFORE ANY WORK IS STARTED ON THE SITE TO AVOID HAZARDOUS, UNION PACIFIC RAILROAD MAY HAVE A REPRESENTATIVE PRESENT, IF DEEMED NECESSARY, FOR THE PURPOSE OF INSPECTION AND THE ISSUANCE OF ANY APPROPRIATE INSTRUCTIONS FOR RAILROAD OPERATIONS DURING BRIDGE AND DEMOLITION WORK ON OR-28 OVER THE PACIFIC RAILROAD IN TEXAS COUNTY, DOT NO. 5861502, MILE POST 465.53, PLATT SUBDIVISION, GPS: 36.7587100, -101.36272367.

MR. JOSEPH A. DIAZ/LEONARD
 MANAGER TRUCK MAINTENANCE
 RESIDENT PROJECT MANAGER
 ALFRED BENESCH & COMPANY
 203 E. RAILROAD
 LIBERAL, KS 67901
 PHONE: 620-417-0016
 EMAIL: JALFRED@BENESCH.COM

THE CONTRACTOR IS REQUIRED TO REIMBURSE UNION PACIFIC RAILROAD COMPANY FOR FLAGGING SERVICES PROVIDED.

THE CONTRACTOR SHALL ALSO FURNISH SATISFACTORY EVIDENCE TO THE STATE OF OKLAHOMA THAT THEY HAVE PROVIDED INSURANCE OF THE KINDS AND AMOUNTS AS SPECIFIED IN THE SPECIAL PROVISIONS FOR RAILROAD INSURANCE AND IN THE UNION PACIFIC COMPANY'S RIGHT OF ENTRY AGREEMENT.

THE CONTRACTOR WILL BE REQUIRED TO ENTER INTO A RIGHT OF ENTRY AGREEMENT WITH THE UNION PACIFIC RAILROAD COMPANY BEFORE THEY WILL BE ALLOWED ON THE RAILROAD'S RIGHT-OF-WAY.

PRE-WORK MEETING--

PRIOR TO WORKING ON THE UNION PACIFIC RAILROAD COMPANY'S RIGHT-OF-WAY OR IN THE VICINITY OF THEIR TRACKS, YOU MUST CONTACT THE LOCAL MANAGER OF TRACK MAINTENANCE FOR THE UNION PACIFIC RAILROAD COMPANY TO COORDINATE YOUR WORK. IT IS VITAL THAT YOU HAVE CONTACT WITH THE UNION PACIFIC RAILROAD COMPANY MANAGER OF TRACK MAINTENANCE PRIOR TO GETTING ON THE RAILROAD'S PROPERTY.

THE CONTRACTOR SHALL CONDUCT CONSTRUCTION OPERATIONS IN A MANNER WHICH WILL NOT DELAY OR INTERFERE WITH TRAIN OPERATIONS. CONSTRUCTION ACTIVITY WITHIN 25 (TWENTY-FIVE) FEET OF ACTIVE TRACKS WILL REQUIRE A FLAGMAN TO BE PROVIDED BY THE UNION PACIFIC RAILROAD COMPANY AT THE CONTRACTOR'S EXPENSE.

THE CONTRACTOR SHALL GIVE WRITTEN NOTICE TO THE UNION PACIFIC RAILROAD COMPANY MANAGER OF TRACK MAINTENANCE A MINIMUM OF 30 (THIRTY) CALENDAR DAYS IN ADVANCE OF WHEN FLAGGING IS REQUIRED.

SPECIAL PERMISSION MUST BE OBTAINED FROM THE UNION PACIFIC RAILROAD COMPANY BEFORE MOVING ANY EQUIPMENT OR OTHER OBJECT WHICH COULD MAKE THE TRACK IMPASSABLE IF IT FELT WITHIN THE AREA SHOWN ON THE CONSTRUCTION CLEARANCE DIAGRAM.

RAILROAD FLAGGERS, PROTECTIVE SERVICES, AND PROTECTIVE DEVICES WILL BE REQUIRED, BUT NOT LIMITED TO, EVENTS WHEN

- THE CONTRACTOR WORK ACTIVITIES ARE WITHIN 25 (TWENTY-FIVE) FEET OF THE TRACK, MEASURED FROM THE TRACK CENTERLINE.
- ACTIVITIES ARE OVER OR UNDER THE TRACK.
- CRANES OR SIMILAR EQUIPMENT WILL NOT BE POSITIONED WHERE THEY COULD FOLL THE TRACK IF THEY TIPPED OVER OR EXPERIENCED SOME OTHER CATASTROPHIC EVENT.
- IN THE OPINION OF THE UNION PACIFIC RAILROAD COMPANY REPRESENTATIVE.

IT IS NECESSARY TO SAFEGUARD THE UNION PACIFIC RAILROAD COMPANY PROPERTY, EMPLOYEES, TRAINS, ENGINES, AND FACILITIES.

WHEN ANY EXCAVATION IS PERFORMED BELOW THE BOTTOM OF THE ELEVATIONS AND TRACK OR OTHER UNION PACIFIC RAILROAD COMPANY FACILITIES MAY BE SUBJECT TO MOVEMENT OR SETTLEMENT.

WHEN WORK IN ANY WAY INTERFERES WITH SAFE OPERATION OF TRAINS AND TIME/TABLE SPEEDS.

WHEN ANY HAZARD IS PRESENTED TO RAILROAD TRACK, SIGNALS, MATERIAL, EQUIPMENT, OR BLASTING IN THE AREA.

RAILROAD NOTES

RAILROAD NOTES

PROTECTION OF RAILROAD UNDER BRIDGE--

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE RAILROAD TRACK BED PROPOSED METHOD OF PREVENTING DEBRIS FROM FALLING ON THE RAILROAD TRACK. ALL CONSTRUCTION OPERATIONS PRIOR TO ANY WORK BEING STARTED, BED SHALL BE SUBMITTED TO THE RAILROAD REPRESENTATIVE FOR HIS APPROVAL.

THE CONTRACTOR SHALL NOT BE PERMITTED TO LEAVE ANY WORKER SCAFFOLDING IN PLACE IN WORKING POSITION. AT THE END OF EACH WORKDAY, THE SCAFFOLDING SHALL BE REMOVED AND SET A SAFE DISTANCE FROM ANY OPERATING RAILROAD LINE.

SCAFFOLDING SHALL AT ALL TIMES MAINTAIN THE MINIMUM CLEARANCE AS SHOWN ON THE DEMOLITION PLANS FOR REMOVAL OF STRUCTURES OVER RAILROAD LINES SHALL BE REVIEWED AND APPROVED BY THE UNION PACIFIC RAILROAD COMPANY BEFORE ANY DEMOLITION MAY BEGIN.

DEMOLITION OF STRUCTURES WILL BE PERFORMED IN ACCORDANCE WITH THE RAILROAD'S INSTRUCTIONS FOR PREPARATION OF DEMOLITION PLANS FOR STRUCTURES OVER THE UNION PACIFIC RAILROAD.

1. THE ELEVATION OF THE EXISTING TOP-OF-RAIL SHALL BE VERIFIED BEFORE BEGINNING CONSTRUCTION. ALL DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE RAILROAD PRIOR TO CONSTRUCTION.

2. ALL SHORING SYSTEMS THAT IMPACT THE RAILROAD'S OPERATIONS AND/OR SUPPORTS THE RAILROAD'S EMBANKMENT SHALL BE DESIGNED AND CONSTRUCTED PER CURRENT RAILROAD GUIDELINES FOR TEMPORARY SHORING.

3. ALL DEMOLITIONS WITHIN THE RAILROAD'S RIGHT-OF-WAY AND/OR DEMOLITION THAT MAY IMPACT THE RAILROAD'S TRACKS OR OPERATIONS SHALL BE IN COMPLIANCE WITH THE RAILROAD'S DEMOLITION GUIDELINES.

4. INTERSECTION TO THE RAILROAD'S OPERATION, ENABLING THE TRACK(S) TO REMAIN OPEN TO TRAFFIC PER THE RAILROAD'S REQUIREMENTS.

5. RAILROAD REQUIREMENTS DO NOT ALLOW WORK WITHIN 50 FEET OF TRACK CLEAR THE AREA WITHIN 25 FEET OF THE TRACK CENTERLINE AND SECURE ALL EQUIPMENT.

6. ALL PERMANENT CLEARANCES SHALL BE VERIFIED BEFORE PROJECT CLOSING.

7. FALSEWORK CLEARANCES SHALL COMPLY WITH MINIMUM CONSTRUCTION CLEARANCES.

UPPER GENERAL CONSTRUCTION REQUIREMENTS--

1. ALL WORK WITHIN 25' OF TRACK, OVER TRACK, OR WITH POTENTIAL TO FOUL TRACK REQUIRES UPPER FLAGMAN TO BE ON SITE.

2. ALL EQUIPMENT, MATERIALS, AND PERSONNEL SHALL REMAIN OUTSIDE THE MINIMUM CONSTRUCTION CLEARANCE ENVELOPE, EXCEPT WHEN WITHIN PRE-DETERMINED TRACK CURVES.

3. ALL PERSONNEL MUST CLEAR THE AREA WITHIN 25 FEET OF THE TRACK CENTERLINE AND SECURE ALL EQUIPMENT WITHIN 50 FEET DURING THE APPROACH AND PASSAGE OF A TRAIN.

4. SUB-BALLAST, TIES OR RAILS AT ANY TIME.

5. STORAGE AND STAGING AREAS ARE NOT PERMITTED WITHIN UPPER RIGHT OF WAY, EXCEPT WITHIN PRE-APPROVED ZONES SUCH AS EASEMENTS.

6. TEMPORARY TRACK CROSSINGS MUST BE APPROVED BY UPPER'S LOCAL OPERATING UNIT AND UPPER MANAGER OF INDUSTRY AND PUBLIC PROJECTS PRIOR TO START OF CONSTRUCTION.

7. TRACK CROSSINGS AND USE OF UPPER ACCESS ROADS / HALL ROADS MUST BE COORDINATED WITH THE UPPER FLAGMAN (AND YARD MASTER, IF WITHIN YARD LIMITS).

8. TEMPORARY DRAINAGE STRUCTURES AND/OR BMP'S SHALL NOT DIRECT STORMWATER TOWARDS UPPER TRACKS OR ACCESS ROADS.

9. UNATTENDED EXCAVATIONS WITHIN UPPER RIGHT OF WAY SHALL BE PROPERLY SECURED BY FENCING AND/OR COVERING(S) PER OSHA REQUIREMENTS.

10. ALL UTILITIES WITHIN UPPER RIGHT OF WAY MUST BE IDENTIFIED AND MARKED PRIOR TO START OF CONSTRUCTION. UPPER CALL BEFORE YOU DIG 24/7 : 1-800-336-6193

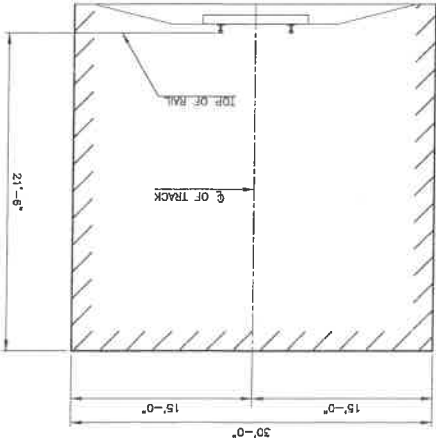
EROSION CONTROL AND DRAINAGE--

THE CONTRACTOR MUST SUBMIT A PROPOSED METHOD OF EROSION AND SEDIMENT CONTROL AND HAVE THE METHOD APPROVED BY THE RAILROAD. THE CONTRACTOR WILL MAINTAIN THE RAILROAD'S DITCHES AND/OR DRAINAGE STRUCTURES. THE CONTRACTOR WILL MAINTAIN THE RAILROAD RIGHT OF WAY.

THE PROPOSED GRADE SEPARATION PROJECT SHALL NOT INCREASE THE QUANTITY AND/OR CHARACTERISTICS OF THE FLOW IN THE RAILROAD'S DITCHES AND/OR DRAINAGE WHEN WORKING WITHIN THE RAILROAD RIGHT OF WAY.

THE UNION PACIFIC RAILROAD COMPANY HAS 15 TRAINS PER DAY AT 70 MPH, ON THE ACTUAL RAIL TRAFFIC MAY VARY.

FALSEWORK CLEARANCE DIAGRAM



FALSEWORK CLEARANCE DIAGRAM

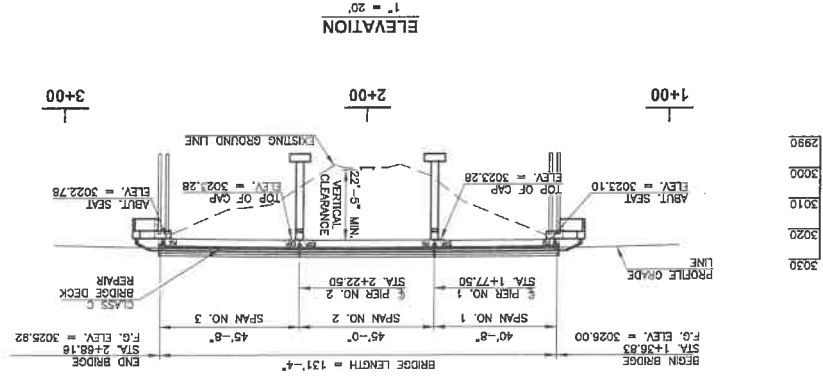
1. CLEARANCE OF FALSEWORK REQUIRED BY RAILROAD FOR OPERATION DURING CONSTRUCTION.
2. AT RIGHT ANGLES TO C. OF RAILROAD RACK.
3. ON CURVES, ADD 6 INCHES TOTAL OR 1/4 INCHES PER DEGREE OF TRACK CURVATURE TO THE HORIZONTAL CLEARANCE DISTANCE, WHICHEVER IS GREATER.
4. VERTICAL DIMENSION SHOWN IS PERPENDICULAR TO PLANE OF TOP OF RAILS.
5. NO CONSTRUCTION ACTIVITY OR OTHER OBSTRUCTIONS CAN OCCUR, OR BE PLACED WITHIN THESE CLEARANCE LIMITS WITHOUT PRE-APPROVAL OR KIAMICHI RAILROAD PERMISSION.

RAILROAD NOTES

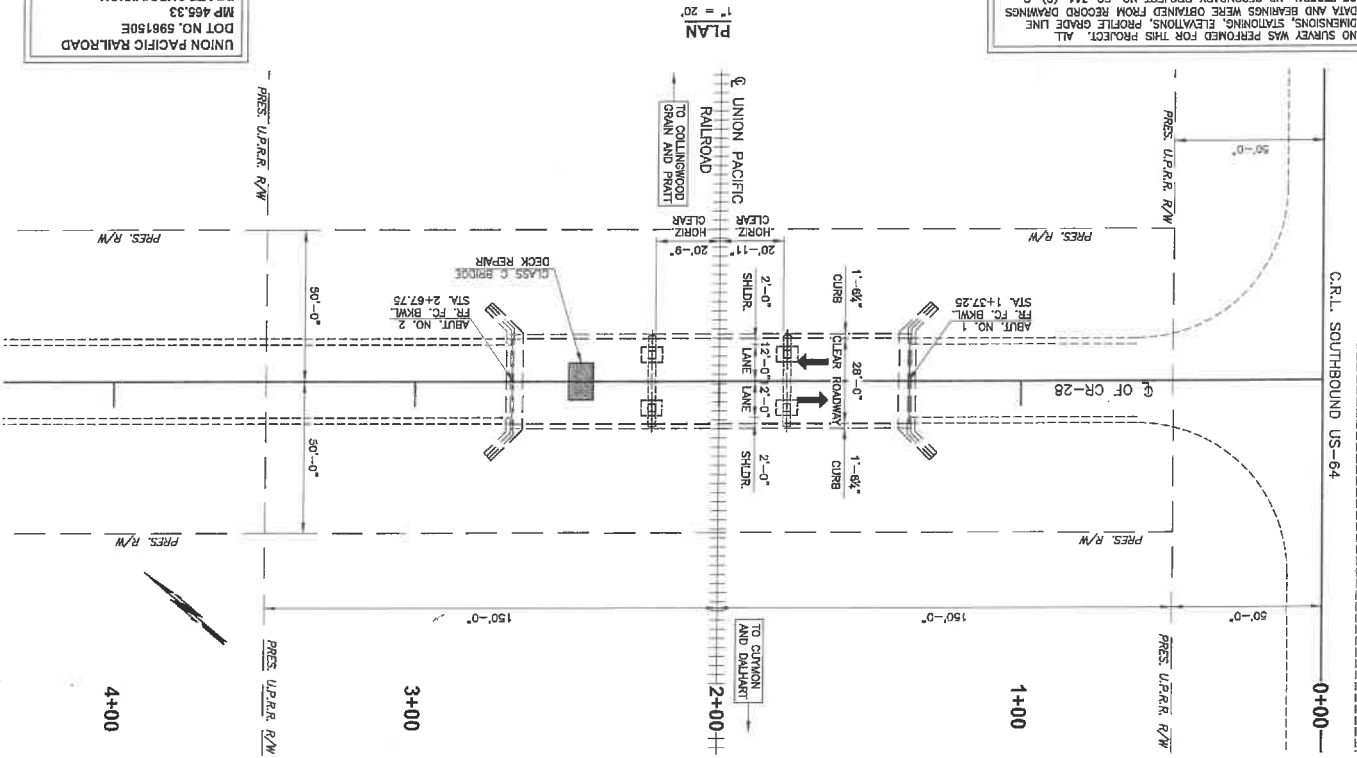
CR-26 OVER UPPER	TEXAS COUNTY	MPEC
Design	J.D.H.	Check
Detail	J.T.H.	Check
Sheet No. 3	TEXAS COUNTY, OKLAHOMA	

RAILROAD NOTES

NO SURVEY WAS PERFORMED FOR THIS PROJECT. ALL DIMENSIONS, STATIONING, ELEVATIONS, PROFILE GRADE LINE DATA AND BEARINGS WERE OBTAINED FROM RECORD DRAWINGS OF FEDERAL PROJECT NO. 50-311-(2), C AND PLANS FOR UPRR PRATT SUB MP 463.15 TO 466.12 SIDING EXTENSION.



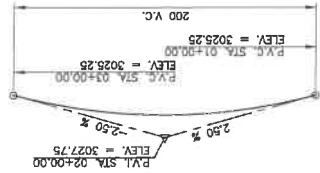
2990
3000
3010
3020
3030



UNION PACIFIC RAILROAD
MP 465.33
PRATT SUBDIVISION
GPS: 38.7567666, -101.3628805

DISTRICT TWO	
TEXAS COUNTY, OKLAHOMA	
SHEET NO. 4	
GENERAL PLAN AND ELEVATION	
CR-28 OVER UPRR	
TEXAS COUNTY	
Design	J.D.H.
Check	J.T.H.
MKEC	

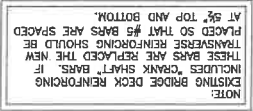
EXISTING PROFILE GRADE LINE DATA



NEW DESIGN DATA

CLASS AA CONCRETE
REINFORCING STEEL, AASHTO M31 (GRADE 60)
 $f_c = 4$ K.S.I.
 $f_y = 60$ K.S.I.

REVISION	DATE



REINFORCEMENT REPAIR DETAIL

LAP SPlice LENGTH SCHEDULE	
REINFORCEMENT	LAP SPlice LENGTH
4	1'-10"
5	2'-6"



CR-28 OVER UPRR	TEXAS COUNTY	Design	J.X.	Detail	J.D.H.	Check	J.T.H.		TEXAS COUNTY, OKLAHOMA SHEET NO. 5
DISTRICT TWO	DECK REPAIR DETAILS								

TEXAS COUNTY, OKLAHOMA

ADDENDUM NO. 1
to
PLANS AND SPECIFICATIONS
For
TEXAS COUNTY
EMERGENCY BRIDGE DECK REPAIR
COUNTY ROAD 28 OVER UNION PACIFIC RAILROAD
STRUCTURE NO. 70D0922E0170003

January 26, 2022

Page AD-1.1 form a part of the contract documents as described above. The original contract documents remain in full force and effect except as modified herein.

Bid Documents

1. The 60 calendar days to complete the work will not start until the UPRR approves the demolition plan.

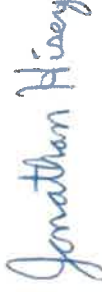
Revised sentence on Page 5 of 19: It is further agreed that the Contractor shall begin the work on the date indicated in the Notice to Proceed and to prosecute said work in such a manner as to complete all work contracted for within 60 calendar days following the Notice to Proceed and UPRR approval of demolition plan.

2. Revised sentence on Page 18 of 19: With a contract time of 60 calendar days beginning after UPRR approval of demolition plan, the completion date is ...

Clarification

1. Per page 2 of 19 of the Contract Documents, the General Provisions of Chapter 100 of the 2019 ODOT Standard Specifications for Highway Construction apply.
2. Liquidated damages will be per Section 108.09 of the 2019 ODOT Standard Specifications for Highway Construction.

Texas County, Oklahoma



Jonathan Hisey, PE SE
Project Engineer
MKEC Engineering Inc.

AD-1.1

NOTICE TO PROCEED

TO:

FROM: Texas County Commissioners, Texas County, Oklahoma

YOU ARE HEREBY NOTIFIED that all contract documents have been executed and accepted in relation to the contract on

**Texas County
Emergency Bridge Deck Repair
County Road 28 over UPRR
70D0922E0170003**

entered into on the ____ day of ____, 20 ____, by and between the County and
____ and that work may now be commenced in
accordance with said Contract. With a contract time of 60 calendar days beginning after
UPRR approval of demolition plan, the completion date is the ____ day of _____.
DATED at Texas County, Oklahoma this ____ day of ____, 20__.

Texas County Commissioners, Texas County, Oklahoma

By: _____
Chairman

cc: County Clerk

PROPOSAL

TO: Texas County Commissioners
Texas County, Oklahoma

Gentlemen:

Pursuant to the notice inviting proposals, the undersigned bidder herewith submits his proposal.

He declares he has carefully examined the Plans, Specifications and forms of Contract and bonds as set forth in the proceedings for:

**Texas County
Emergency Bridge Deck Repair
County Road 28 over UPRR
70D0922E0170003**

and that he has reached a full understanding of everything required on said Plans and Specifications, and that he has informed himself as to the kind and quantities of various materials to be furnished and/or the nature and location of the work to be done, and all other matters affecting the work.

The undersigned bidder proposes and agrees that if his proposal is accepted, to enter into contract with the County, on forms prescribed, with approved sureties, within seven (7) days, after notice of award to execute the Contract, and to furnish to the County a satisfactory Performance and Statutory Bond in the sum of 100% of the contract price, guaranteeing the faithful performance of the work and payment of bills.

To do any extra work not covered by the following schedule of prices or stipulated lump sum price which may be ordered by the Engineer and to accept as full compensation therefor such prices as may be agreed upon in writing by the Engineer and the Contractor in accordance with Section 108.04 of the General Provisions.

It is further agreed that the Contractor shall begin the work on the date indicated in the Notice to Proceed and to prosecute said work in such a manner as to complete all work contracted for within **60** calendar days following the Notice to Proceed and UPRR approval of demolition plan. The Notice to Proceed shall become effective within 30 calendar days of the bid opening.

The Contractor shall take out and maintain public liability insurance in accordance with Section 106.25 of the General Provisions of the Specifications. A copy of said Specifications is now on file in the Office of the County Clerk.

Upon completion of the Contract, the Contractor shall furnish to the County a satisfactory Maintenance Bond in the amount of 100% of the final contract price, guaranteeing the maintenance of the work for a period of **ONE** (1) year after acceptance by the County.

Accompanying this proposal is a proposal guaranty for 5% of the total bid, payable to Texas County, which is to be forfeited, as liquidated damages, if, in the event that this proposal is accepted, the undersigned shall fail to execute the contract and furnish satisfactory contract bond under the conditions and within the time specified in this proposal. Otherwise said proposal guaranty is to be returned to the undersigned.

P-1