

**PUBLISH TWO TIMES**

January 30 & January 31, 2019

**BILL TO:**

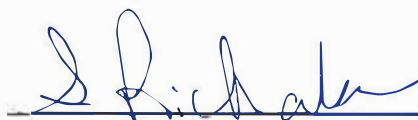
Noble County District #2  
300 Courthouse Drive # 1  
Perry, OK 73077

**NOTICE TO BIDDERS**

Noble County is currently soliciting bids on the following:

**Bid # 16-2018-2019  
Town Of Marland  
Local Street Chip Seal  
For Noble County District # 1**

Bids are to be made on the "Proposal" Sheet and all prices to bid shall include freight to the Noble County Requesting Agency. Bid forms and specifications may be obtained from the County Purchasing Office located on the second floor of the Noble County Courthouse. Sealed bids shall be mailed or delivered to the County Purchasing Office, 300 Courthouse Drive # 11, Perry, Oklahoma 73077, not later than 4:00 p.m., February 22, 2019. Bids will be opened and considered by the Board of County Commissioners of Noble County on February 25, 2019, at 9:00 a.m., in their office at the Noble County Courthouse, Perry, Oklahoma, with the right being reserved to reject any and all bids. An Affidavit of Non-Collusion must accompany all bids, and all bidders shall list their Social Security Number or F.E.I. Number on the face of the bid. Noble County will address A.D.A. needs upon proper notification. Noble County hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.



Sandra Richardson, Noble County Clerk



*Sandra Richardson*

Noble County Clerk  
300 Courthouse Drive, #11  
Perry, OK 73077

580-336-2141  
County Clerk's Office

580-336-2596  
Purchasing Office

580-336-2481  
Fax

January 28, 2019

TO WHOM IT MAY CONCERN:

Bids will be received until 4:00 p.m. on February 22, 2019, at the Noble County Purchasing Office, located on the second floor of the Noble County Courthouse, located in the center of the square of Perry, Oklahoma, or may be mailed to the Noble County Purchasing Office, 300 Courthouse Drive # 11, Perry, Oklahoma 73077.

Said bids will be publicly opened and considered by the Board of Noble County Commissioners in the Commissioners' Office located in the Noble County Courthouse, Perry, Oklahoma, on February 25, 2019, with the right being reserved to reject any and all bids.

The following criteria should be met when submitting a bid:

1. The bid shall be made on the enclosed "Proposal" Sheet on Page 6.
2. An Affidavit of Noncollusion must accompany all bids.
3. All prices quoted shall be F.O.B. the Noble County Requesting Agency unless otherwise stated.
4. All Bonds need to be included.
5. Place your bid in a sealed envelope inside the envelope to be mailed, clearly marking both envelopes:  
**"Sealed Bid #16-2018-2019 to be opened February 25, 2019."**  
This will ensure that the bid will not be voided due to accidental opening.
6. Pre-Bid Meeting (Non-Mandatory) will be held on February 13, 2019 at 3:00 p.m. at the Noble County District #1 County Shop at 9051 County Road 110, Ceres, OK.

Thank you for your cooperation and participation in this bidding procedure. If you should have any questions or concerns, please feel free to contact the Noble County Purchasing Office at 580-336-2596.

Respectfully,

A handwritten signature in blue ink that reads "Dena Schmidt".

Dena Schmidt  
Deputy Noble County Clerk

NOBLE COUNTY, OKLAHOMA  
COUNTY PURCHASING OFFICE  
NOBLE COUNTY COURTHOUSE  
PERRY, OKLAHOMA  
580-336-2596

Please review terms and conditions on following page relating to submission of this bid.  
Notarized Affidavit completion and signature required on following page.

Bid No.: **16-2018-2019**  
Date Issued: **January 28, 2019**  
Bid Closing Date and Hour: **February 22, 2019, at 4:00 p.m.**  
Terms: **All bids shall be F.O.B. Noble County unless otherwise specified.**  
Required Delivery Date: **As Per Attached Specifications**

Unit of Item	Quantity	Issue	Description	Unit Price	Total
-----------------	----------	-------	-------------	---------------	-------

Bid #16-2018-2019  
Town Of Marland Local Street Chip Seal  
For Noble County District #1

Noble County will address A.D.A. needs upon proper notification.  
Noble County reserves the right to award this bid in part or in whole.  
Noble County reserves the right to reject any and all bids.  
The Board of County Commissioners reserves the right to waive minor technicalities  
under these specifications.

Vendor's F.E.I. Number or Social Security Number: \_\_\_\_\_

CONTRACT DOCUMENTS  
AND  
PLANS AND SPECIFICATIONS

for

**TOWN OF MARLAND  
LOCAL STREET CHIP SEAL**



prepared for  
Noble County, District 1  
Jason Kienholz, Commissioner

prepared by  
Circuit Engineering District 8  
2901 North Van Buren Street  
Enid, OK 73703  
580.237.4810

January 2019

## TABLE OF CONTENTS

Invitation to Bid

Proposal

Non-Collusion Affidavit

Business Relationships Affidavit

Contract

Maintenance Bond

Performance Bond

Statutory Bond

Notice to Proceed

Invoice Affidavit

\* Division I - General Provisions

\* Division II - Special Provisions

\* See ODOT 2009 Standard Specifications for Highway Construction

Noble County, Oklahoma  
**COUNTY PURCHASING OFFICE**  
 Noble County Courthouse  
 300 Courthouse Drive, Suite 1  
 Perry, OK 73077  
 Phone: 580-336-2771

**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 <u>2</u>	
BID NUMBER <i>16-2018-2019</i>		BID CLOSING DATE AND HOUR Friday, February 22, 2019, 4:00 pm		REQUIRED DELIVERY DATE ____ Days after award of Purchase Order	
TERMS: Bidding documents shall be obtained from the County Clerk's office. Bids will be opened during the commissioners meeting on Monday, February 25, 2019 at 9:00 am.				DATE OF DELIVERY:	
Item	Quantity	Unit of Issue	Description	Unit Price	Total
			Town of Marland Local Street Chip Seal  <b>Pre-Bid Meeting          Non-Mandatory          Date: February 13, 2019          Time: 3:00 p.m.</b>  <b>Location:          9051 County Road 110          District 1 County Shop          Ceres, OK</b>		

TERMS AND CONDITIONS

1. Sealed bids will be opened in the Commissioners Conference Room, Noble County Courthouse, 300 Courthouse Drive, Suite 1, Perry, OK 73077 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 Noble 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 03/25/2019.  
(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: The Board of County Commissioners  
Noble 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:

**TOWN OF MARLAND  
LOCAL STREET CHIP SEAL**

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 NOBLE 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 by **September 1, 2019**. The Notice to Proceed shall become effective no later than April 1, 2019.

The Contractor shall take out and maintain public liability insurance in accordance with Section 107.12 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 NOBLE COUNTY, OKLAHOMA, 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.



**PROPOSAL**

TOWN OF MARLAND  
LOCAL STREET CHIP SEAL

<b>No.</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Chip Seal (Double Treatment)	S.Y.	35,980.87		
2	Construction Traffic Control	L. Sum	1.00		
3	Prime Coat	Gal.	10,794.26		
<b>Total Bid</b>					





**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 Noble County, 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 a Solicitation for Bids to be given and advertised and has received sealed bids for the furnishing of all labor and materials for:

### TOWN OF MARLAND LOCAL STREET CHIP SEAL

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 Solicitation for Bids, 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 (\$0.00).**

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 Board of County Commissioners 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 Board of County Commissioners 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:

If to Contractor:

Noble County  
300 Courthouse Drive, Suite 1  
Perry, OK 73077

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

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: \_\_\_\_\_

Noble County,

\_\_\_\_\_  
Chairman, Board of County Commissioners

(SEAL)

ATTEST:

\_\_\_\_\_  
County Clerk  
Approved as to form:

\_\_\_\_\_  
District Attorney



Date: \_\_\_\_\_

\_\_\_\_\_

a(n) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Secretary and/or Witness

State of Oklahoma            )  
  ) ss.  
County of \_\_\_\_\_        )

\_\_\_\_\_, 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 Noble County, Oklahoma. Affiant further states that Contractor has not paid, given or donated, or agreed to pay give or donate to any officer or employee of Noble 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 \_\_\_\_\_, and authorized to transact business in the State of Oklahoma, as Surety, are held firmly bound unto Noble County, Oklahoma, 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 Noble County, Oklahoma, dated \_\_\_\_\_, 20\_\_\_\_\_, for:

**TOWN OF MARLAND  
LOCAL STREET CHIP SEAL**

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 Noble, Oklahoma.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to Noble 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 Noble 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 unto Noble 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 Noble County, Oklahoma, dated \_\_\_\_\_, 20\_\_\_\_\_, for:

**TOWN OF MARLAND  
LOCAL STREET CHIP SEAL**

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 Noble, 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 Noble County 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  
Noble 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 Noble County, Oklahoma, dated  
\_\_\_\_\_, 20\_\_\_\_\_, for:

**TOWN OF MARLAND  
LOCAL STREET CHIP SEAL**

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 Noble, 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: NOBLE COUNTY, OKLAHOMA

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

**TOWN OF MARLAND  
LOCAL STREET CHIP SEAL**

entered into on the \_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between NOBLE COUNTY, OKLAHOMA and \_\_\_\_\_ and that work may now be commenced in accordance with said Contract. With a contract time of \_\_\_\_\_ calendar days, the completion date is the \_\_\_ day of \_\_\_\_\_, 20\_\_.

DATED at NOBLE County, Oklahoma this \_\_\_ day of \_\_\_\_\_, 20\_\_.

NOBLE COUNTY, OKLAHOMA

By: \_\_\_\_\_  
County Commissioner

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.

TOWN OF MARLAND  
LOCAL STREET CHIP SEAL  
**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\_\_\_\_\_.

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

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



RESOLUTION 2019-126

JASON KIENHOLZ - COUNTY COMMISSIONER  
NOBLE COUNTY, DISTRICT NO. 1

JASON BRINLEY, PE 19344  
CIRCUIT ENGINEERING DISTRICT 8  
2901 N. VAN BUREN STREET  
ENID, OK 73703

# NOBLE COUNTY

## PLAN OF PROPOSED LOCAL STREETS

CHIP SEAL PLANS  
TOWN OF MARLAND

**INDEX OF SHEETS**

SHEET NO.	DESCRIPTION
1	TITLE
2	TYPICAL SECTIONS
3	PAY QUANTITIES, NOTES, AND SUMMARY SHEET
4	DETOUR AND TRAFFIC CONTROL PLAN

THE FOLLOWING STANDARDS SHALL BE USED  
2009 STANDARDS

TRAFFIC	
TCS1-1-01	TCS7-1-02
TCS2-1-00	TCS9-1-01
TCS4-1-01	TCS14-1-00
TCS5-1-00	
TCS6-1-02	

**48 HOURS BEFORE YOU DIG... CALL OKIE**  
1-800-522-6543

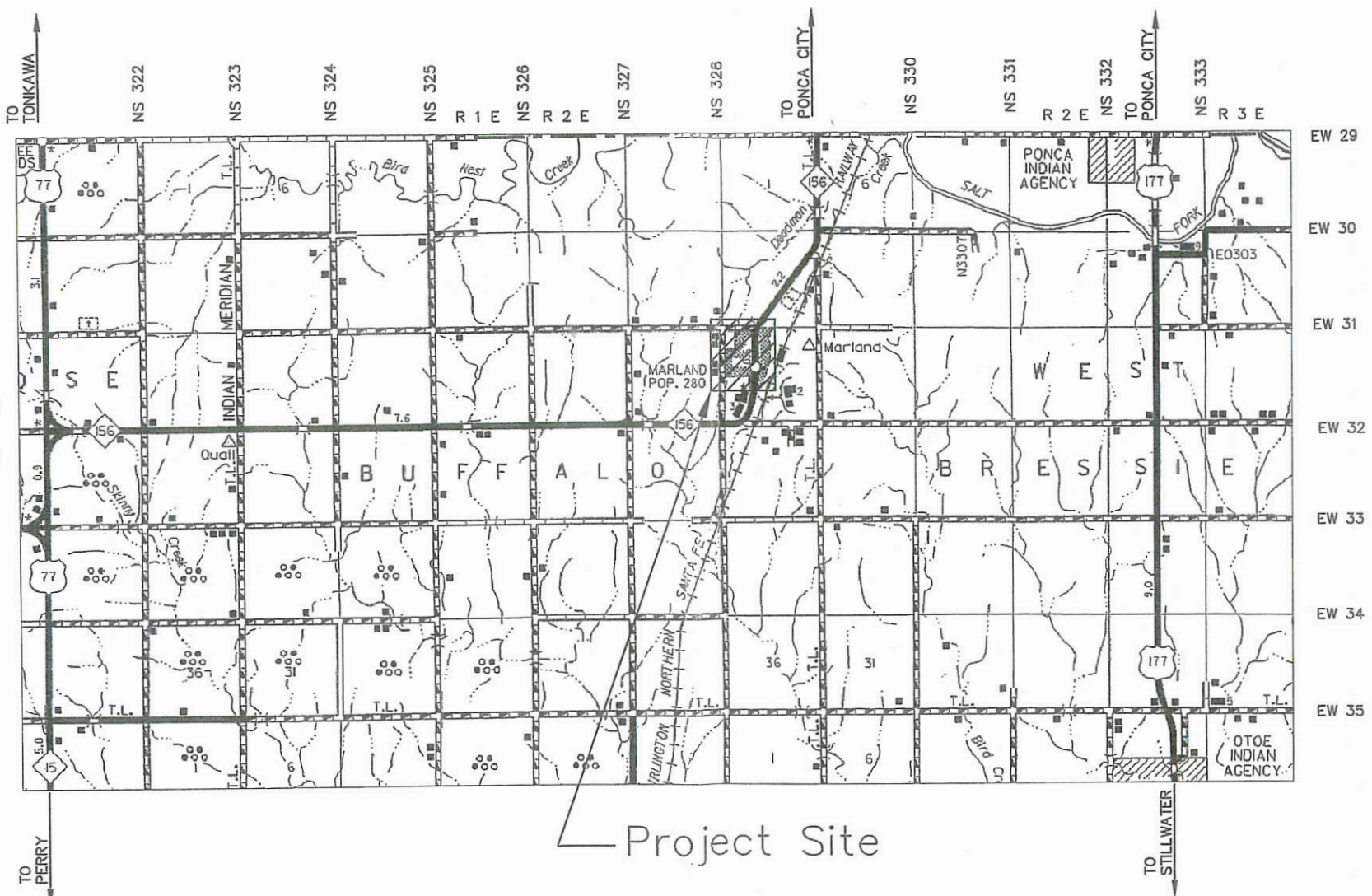
**OKLAHOMA ONE-CALL SYSTEM**  
Buried utilities are not necessarily shown. It is the contractor's responsibility to locate and preserve all utility services.

Contractor is responsible for contacting all utility companies prior to construction.

**SCALES**

PLAN 1"=100'  
PROFILE HOR. 1"=100'  
VER. 1"=10'  
LAYOUT MAP 1"=8,656'

- CONVENTIONAL SIGNS**
- PROPOSED ROAD
  - RAILROADS
  - RANGE & TOWNSHIP
  - SECTION LINES
  - QUARTER SECTION LINES
  - FENCES
  - GROUND LINE
  - EXISTING ROADS
  - BASE LINE
  - GRADE LINES
  - TELEPHONE & TELEGRAPH
  - POWER LINES
  - OIL WELLS
  - BUILDINGS
  - DRAINAGE STRUCTURES-IN PLACE
  - DRAINAGE STRUCTURES-NEW
  - RIGHT-OF-WAY LINES-EXISTING
  - RIGHT-OF-WAY LINES-NEW
  - RIGHT-OF-WAY MARKERS-IN PLACE
  - RIGHT-OF-WAY MARKERS-REMOVE & RESET
  - RIGHT-OF-WAY MARKERS-NEW
  - CONTROLLED ACCESS
  - RIGHT-OF-WAY FENCE



ROADWAY LENGTH 20,390.00 FT. 3.86 MI.  
BRIDGE LENGTH 00.00 FT. 0.00 MI.  
PROJECT LENGTH 20,390.00 FT. 3.86 MI.  
EXCEPTIONS 00.00 FT.  
EQUATIONS NONE

COUNTY COMMISSIONERS

DATE 1-22-19

DIST. 1 *[Signature]*

DIST. 2 *[Signature]*

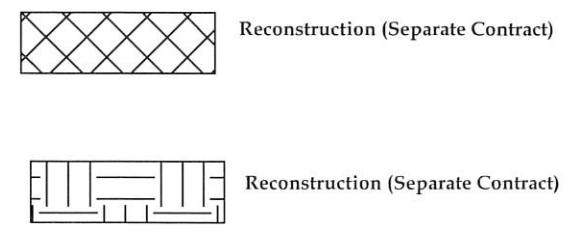
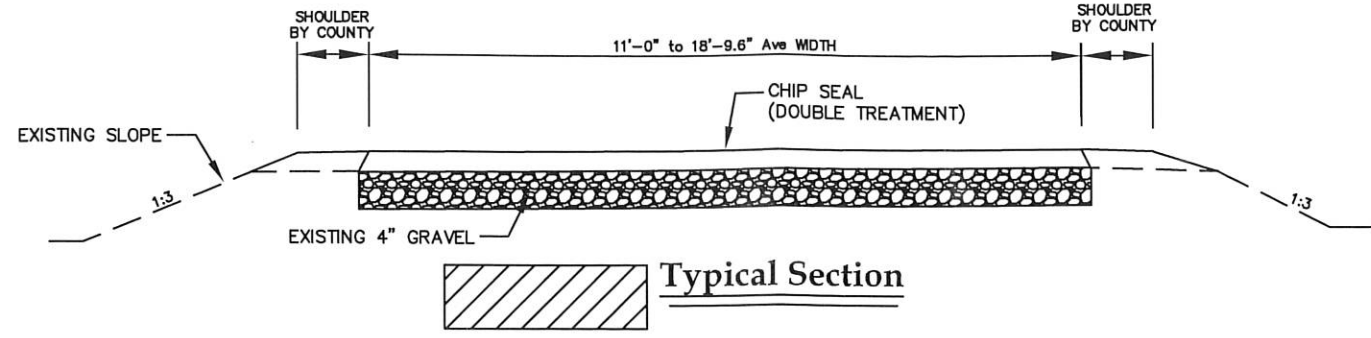
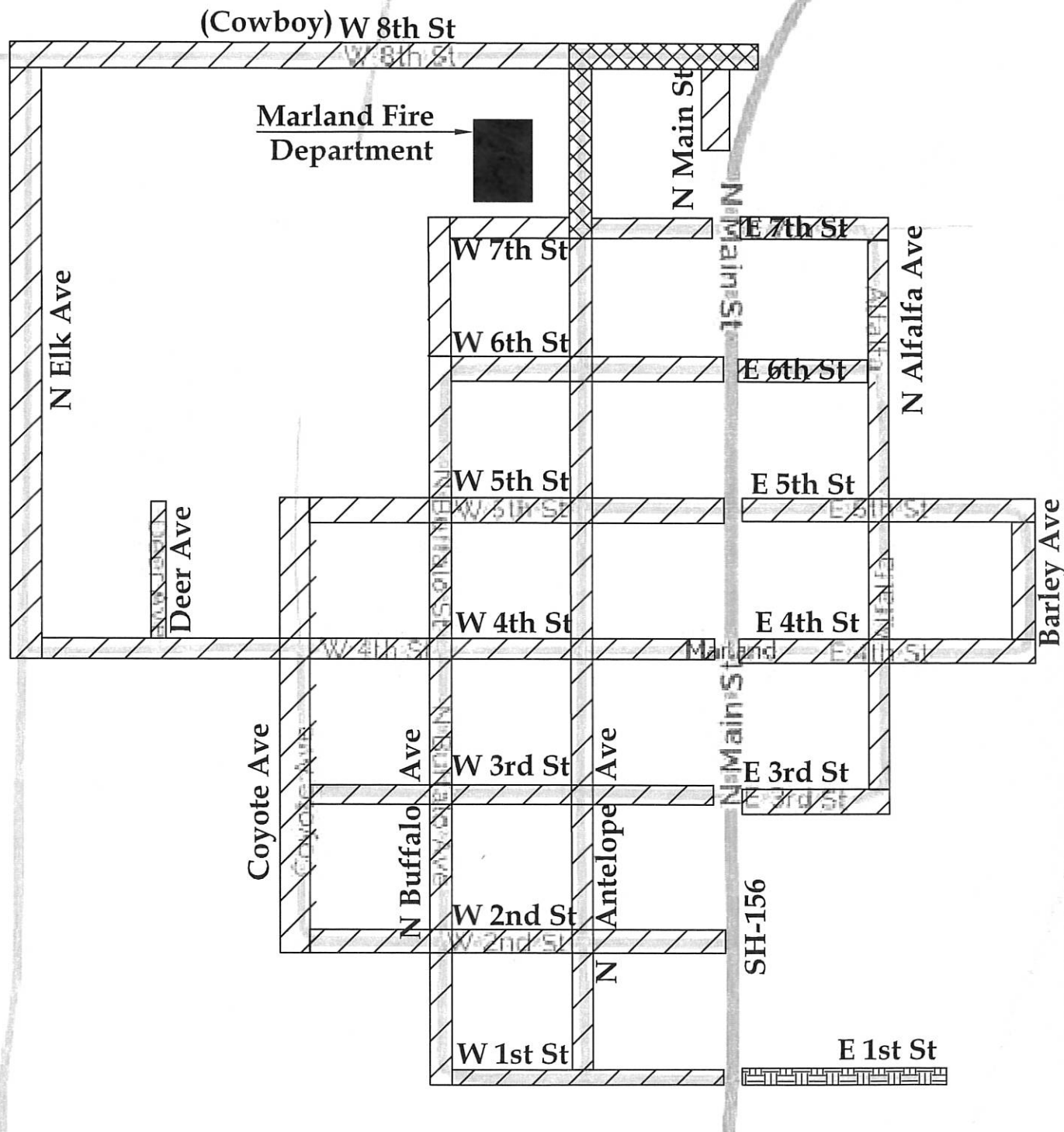
DIST. 3 *[Signature]*

*[Signature]*  
COUNTY CLERK

**LICENSED PROFESSIONAL ENGINEER**  
1-15-19  
JASON C. BRINLEY  
19344

*[Signature]*  
JASON C. BRINLEY  
REGISTERED PROFESSIONAL ENGINEER NO. 19344

**CIRCUIT ENGINEERING DIST. 8**  
2901 N Van Buren Street  
ENID, OK 73703  
(580) 237-4810



Design		
Drawn	RCB	6/18
Checked	JRH	6/18
Approved		
Consultant	CED	8

TYPICAL SECTIONS AND  
LOCATION MAP



**SUMMARY OF MAINLINE SURFACING QUANTITIES**

Road Name	Length	Width	Area	Area incl. Radii	Chip Seal (Double Treatment)	Prime Coat (AEP) (0.30 Gal./S.Y.)	Bituminous Binder CRS-2S 1st Application (0.35 Gal./S.Y.)	Cover Aggregate No. 1 3/8" (Washed) (25 LBS./S.Y.)	Bituminous Binder CRS-2S 2nd Application (0.40 Gal./S.Y.)	Cover Aggregate No. 2 3/8" (Washed) (24 LBS./S.Y.)
	Ft.	Ft.	S.Y.	S.Y.	S.Y.	Gal.	Gal.	Tons	Gal.	Tons
Main St	310.00	13.00	447.78	492.56	492.56	147.77	172.39	6.16	197.02	5.91
W 1st St	730.00	13.00	1,054.44	1,159.89	1,159.89	347.97	405.96	14.50	463.96	13.92
2nd St	1,090.00	13.67	1,655.59	1,821.15	1,821.15	546.34	637.40	22.76	728.46	21.85
W 3rd St	1,080.00	13.67	1,640.40	1,804.44	1,804.44	541.33	631.55	22.56	721.78	21.65
E 3rd St	385.00	15.00	641.67	705.83	705.83	211.75	247.04	8.82	282.33	8.47
W 4th St	1,795.00	18.80	3,749.56	4,124.51	4,124.51	1,237.35	1,443.58	51.56	1,649.80	49.49
E 4th St	740.00	12.50	1,027.78	1,130.56	1,130.56	339.17	395.69	14.13	452.22	13.57
W 5th St	1,095.00	14.67	1,784.85	1,963.34	1,963.34	589.00	687.17	24.54	785.33	23.56
E 5th St	750.00	15.00	1,250.00	1,375.00	1,375.00	412.50	481.25	17.19	550.00	16.50
W 6th St	725.00	13.50	1,087.50	1,196.25	1,196.25	358.88	418.69	14.95	478.50	14.36
E 6th St	380.00	11.00	464.44	510.89	510.89	153.27	178.81	6.39	204.36	6.13
W 7th St	715.00	15.50	1,231.39	1,354.53	1,354.53	406.36	474.08	16.93	541.81	16.25
E 7th St	360.00	14.00	560.00	616.00	616.00	184.80	215.60	7.70	246.40	7.39
Deer Ave	310.00	15.00	516.67	568.33	568.33	170.50	198.92	7.10	227.33	6.82
Coyote Ave	1,090.00	12.00	1,453.33	1,598.67	1,598.67	479.60	559.53	19.98	639.47	19.18
Buffalo Ave	2,070.00	12.83	2,950.90	3,245.99	3,245.99	973.80	1,136.10	40.57	1,298.40	38.95
Antelope Ave	2,050.00	14.67	3,341.50	3,675.65	3,675.65	1,102.70	1,286.48	45.95	1,470.26	44.11
Alfalfa St	1,415.00	13.25	2,083.19	2,291.51	2,291.51	687.45	802.03	28.64	916.61	27.50
Barley St	365.00	10.00	405.56	446.11	446.11	133.83	156.14	5.58	178.44	5.35
Elk Ave	1,520.00	15.00	2,533.33	2,786.67	2,786.67	836.00	975.33	34.83	1,114.67	33.44
Cowboy Ave	1,415.00	18.00	2,830.00	3,113.00	3,113.00	933.90	1,089.55	38.91	1,245.20	37.36
<b>Total</b>	<b>20,390.00</b>		<b>32,709.88</b>	<b>35,980.87</b>	<b>35,980.87</b>	<b>10,794.26</b>	<b>12,593.30</b>	<b>449.76</b>	<b>14,392.35</b>	<b>431.77</b>

COUNTY RESPONSIBILITIES

1. Acquiring all required R/W.
2. Removal and resetting of all fences when necessary.
3. Relocating all utilities.
4. Shouldering and sod.

PAY ITEM NOTES

- (1) Shall include a flagging operation to control Two Way traffic through a One Lane Work Zone in accordance with the most current edition of the Manual on Uniform Traffic Control Devices and the Traffic Control Plan provided herein.

GENERAL CONSTRUCTION NOTES

1. All construction and materials shall comply with the 2009 Oklahoma Standard Specifications for Highway Construction English Version, except as modified by the plans and Special Provisions.
2. The Contractor shall give written notice to Noble County and CED8 fourteen (14) calendar days before starting any construction or demolition.
3. All work shall be completed by September 1, 2019.
4. Liquidated damages in the amount of \$300 per day shall be assessed for any work days required beyond the completion date.
5. The roadway shall be cleaned of all foreign material with power brooms prior to the application Bituminous Asphaltic Materials. After the rock has ben spread, rolled, and cured all loose chips shall be swept off the roadway within 48 hours.
6. All rock tickets shall be supplied to the County or CED 8 on a daily basis containing the source, tonnage, type, and grade of rock. The aggregate spreader shall operate independently of the

supply truck and have a hopper to hold the aggregate. The spreader shall cover a minimum width of 3 ft to 12 ft.

7. Following the application of the oil and aggregate, the contractor shall thoroughly roll the entire surface using pneumatic rollers to imbed the aggregate into the asphalt binder. While rolling, additional aggregate shall be spread by hand to fill any irregularities and to cover bare spots. The final roll shall consist of four passes with the pneumatic roller at speeds less than seven mph.
8. Do not perform chip seal when the county or engineer deem the weather conditions to be unsuitable. Perform work when the roadway surface temperature is 60° F and rising or the ambient temperature is 50° F and rising. Weather shall not be foggy or rainy and the forecast shall not call for freezing temperatures within 48 hours after placement.
9. The contractor can stockpile rock on Cowboy Road, 3/4 mile west of SH-156.

**Pay Quantities**

No.	Description	Unit	Quantity
1	Chip Seal (Double Treatment)	S.Y.	35,980.87
2	Construction Traffic Control (1)	L. Sum	1.00
3	Prime Coat	Gal.	10,794.26

Design		
Drawn	RCB	6/18
Checked	JRH	6/18
Approved		
Consultant	CED 8	

**SUMMARY OF PAY QUANTITIES AND GENERAL NOTES**



- ① SIDE ROAD WORK AHEAD
- ② ROAD CLOSED AHEAD
- ③ DETOUR AHEAD
- ④ DETOUR
- ⑤ END DETOUR
- ⑥ ROAD CLOSED
- ⑦ ROAD CLOSED LOCAL TRAFFIC ONLY
- ⑧ DETOUR

**Type 3 Barricade (Lighted) By Others**

Design		
Drawn	RCB	6/18
Checked	JRH	6/18
Approved		
Consultant	CED	8

TRAFFIC CONTROL PLAN