

$\boldsymbol{\Perp}$| $580-336-2141$ |
| :---: |
| County Clerk's Office |$\quad$| $580-336-2596$ |
| :---: |
| Purchasing Office |

February 25, 2019

## TO WHOM IT MAY CONCERN:

Bids will be received until 4:00 p.m. on March $22^{\text {nd }}, 2019$, 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 March $25^{\text {th }}, 2019$, 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" Pages 6 \& 7 .
2. An Affidavit of Non Collusion must accompany all bids.
3. Business Relationship Affidavit, \& Invoice Affidavit needs to be included.
4. Construction Contract needs to be included.
5. Notice to Proceed needs to be included.
6. All prices quoted shall be F.O.B. the Noble County Requesting Agency unless otherwise stated.
7. All Bonds (Maintenance, Performance, \& Statutory) need to be included.
8. Pre-Bid Meeting (Non-Mandatory) will be held on March 14th, 2019 at 2:30 p.m. at the Noble County District \#1 Barn at 9051 County Road 110, Red Rock, OK 74651.
9. Place your bid in a sealed envelope inside the envelope to be mailed, clearly marking both envelopes:
"Sealed Bid \#19-2018-2019 to be opened March $25^{\text {th }}, 2019 . "$
This will ensure that the bid will not be voided due to accidental opening.

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,
Senaschmido
Dena Schmidt
Purchasing Agent/Deputy Noble County Clerk

## PUBLISH TWO TIMES

February 27th, 2019
February 28 ${ }^{\text {th }}, 2019$

BILL TO:
Noble County District \# 1
300 Courthouse Drive \# 1
Perry, OK 73077

NOTICE TO BIDDERS

Noble County is currently soliciting bids on the following:

Bid \# 19-2018-2019
Bridge Materials for Bridge Project
Bridge over Grassy Creek
\#52N317OE3300004
For Noble County District \# 1
Bids are to be made on the "Proposal" Pages, 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., March $22^{\text {nd }}, 2019$. Bids will be opened and considered by the Board of County Commissioners of Noble County on March 25 th, 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.


# NOBLE COUNTY, OKLAHOMA <br> COUNTY PURCHASING OFFICE NOBLE COUNTY COURTHOUSE <br> PERRY, OKLAHOMA <br> 580-336-2596 

## Please review terms and conditions on reverse side relating to submission of this bid. Notarized Affidavit completion and signature required on reverse side.

Bid No.:
Date Issued:
Bid Closing Date and Hour:
Terms:
Required Delivery Date:

19-2018-2019
February 25, 2019
March 22, 2019, at 4:00 p.m.
All bids shall be F.O.B. Noble County unless otherwise specified.
As Per Attached Specifications

| Unit of <br> Item | Quantity | Issue | Description | Unit |
| :--- | :--- | :--- | :--- | :--- |

Bid \#19-2018-2019
Bridge Materials for Bridge Project
Bridge over Grassy Creek
\#52N317OE3300004
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: $\qquad$

# CONTRACT DOCUMENTS AND <br> PLANS AND SPECIFICATIONS <br> for <br> Noble County <br> Bridge Materials for Bridge Project <br> Bridge over Grassy Creek <br> 52N3170E3300004 

Prepared for

Noble County

February 2019

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* See ODOT 2009 Standard Specifications for Highway Construction

Noble County, Oklahoma
COUNTY PURCHASING OFFICE
Noble County Courthouse
Noble, OK 73077

INVITATION TO BID

(I) -30120

## TERMS AND CONDITIONS

1. Sealed bids will be opened in the County Commissioner's Office, $2^{\text {nd }}$ Floor, Noble County Courthouse, 300 Courthouse Drive, 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 $9-25-19$
(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 $\qquad$ day
of $\qquad$ 20 $\qquad$ (SEAL)
Firm:
$\qquad$

My commission expires $\qquad$ Signed by: $\qquad$ Title: (Manual Signature of Undersigned)
$\qquad$ (Mañ Sigaite Und
$\qquad$ Phone: $\qquad$

## PROPOSAL

TO: Noble 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:

## Noble County Bridge Materials for Bridge Project Bridge over Grassy Creek 52N3170E3300004

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 $\mathbf{1 2 0}$ 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 Noble 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.

PROPOSAL
Noble County Bridge Materials for Bridge Project Bridge over Grassy Creek 52N3170E3300004 (Labor, Beams and Concrete Not Included)

| BRIDGE OVER GRASSY CREEK SCHEDULE OF MATERIALS |  |  |  |
| :---: | :---: | :---: | :---: |
| Qty | Unit | ITEM | Bid Price for <br> Material Over Planned Quantity |
| 80 | L.F. | HP $10 \times 42$ ABUTMENT CAPS | L.F. |
| 360 | L.F. | HP $10 \times 42$ WING PILES | L.F. |
| 560 | L.F. | HP $10 \times 42$ ABUTMENT SEAT PILES | L.F. |
| 40 | L.F. | HP $14 \times 73$ PIER BENT CAP | L.F. |
| 280 | L.F. | HP $12 \times 53$ PIER BENT PILES | L.F. |
| 2,180 | S.F. | 10 GAUGE SHEET PILES | S.F. |
| 2,016 | S.F. | 36 " WIDE 22 GAUGE STEEL DECK FORMS | S.F. |
| 200 | L.F. | W6 $\times 20$ BRIDGE TRAFFIC RAIL POSTS | L.F. |
| 40 | L.F. | 1/2" $\times 9^{\prime \prime}$ PLATE | L.F. |
| 40 | L.F. | 1/2" $\times 7$ " PLATE | L.F. |
| 7,600 | L.F. | \#4 REINFORCING STEEL | L.F. |
| 14,200 | L.F. | \#5 REINFORCING STEEL | L.F. |
| 136 | EA. | $1^{\prime \prime} \times 5^{\prime}-0 \prime$ SLAB BOLSER | EA. |
| 120 | EA. | $2^{\prime \prime} \times 5^{\prime}-00^{\prime \prime}$ SLAB BOLSTER | EA. |
| 234 | EA. | 5/8" ${ }^{\text {¢ } \times 6 " \text { WELDED STUD }}$ | EA. |
| 80 | L.F. | C10 $\times 20$ END HEADER | L.F. |
| 180 | L.F. | $3 / 8$ " $\times 8$ " PLATE | L.F. |
| 300 | L.F. | C8×11.5 HORIZONTAL BRACING | L.F. |
| 60 | L.F. | C10 $\times 20$ WING CAP | L.F. |
| 60 | L.F. | C10 $\times 20$ PIER HORIZONTAL BRACING | L.F. |
| 80 | L.F. | L5 $\times 3 \times 1 / 4$ PIER DIAGONAL BRACING | L.F. |
| 120 | L.F. | L $4 \times 3 \times 1 / 4$ SHEET PILE CAP | L.F. |
| 640 | L.F. | L3 $\times 3 \times 1 / 4$ BRACING | L.F. |
| 620 | L.F. | L3 $3 \times 3 \times 1 / 4$ SIP DECK FORM SUPPORT | L.F. |


| 100 | L.F. | C4 $\times 7.2$ SHEAR CONNECTOR | L.F. |
| :---: | :--- | :--- | :--- |
| 162.5 | L.F. | W BEAM GUARDRAIL | L.F. |
| 4 | EA. | W BEAM FLARED END SECTION | EA. |
|  |  | Total |  |

## PROPOSAL

A Bidder's Bond, Certified or Cashier's Check is enclosed in the amount of \$ $\qquad$ as required.
STATE OF ___
COUNTY OF and says, that he executed the accompanying bid on behalf of the bidder named therein for the construction of the above improvement in NOBLE 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: $\qquad$
$\qquad$ Address $\qquad$
Incorporated under the
laws of the State of: $\qquad$

Subscribed and sworn to before me this $\qquad$ day of $\qquad$ 20 $\qquad$ .
(SEAL)

Notary Public
My Commission Expires:
$\qquad$

P-3

# NON-COLLUSION AFFIDAVIT 

To Accompany Contractor's Bid
STATEOF $\qquad$
COUNTY OI: $\qquad$
) ) ss: )
(Contractor`s Authorized $\wedge$ gent). of lawful age, being lirst duly sworn upon his/her oath, states:

1. I am the duly authorized agent of $\qquad$ (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)

Subseribed and sworn to before me this $\qquad$ day of $\qquad$ . 21 $\qquad$ .
(SEAI.)
My commission expires:

## BUSINESS RELATIONSIIIP AFFIDAVIT

To Accompany Contractor*s Bid
STATEOF $\qquad$ )
) ss:
COUNTY OF: $\qquad$ )
$\qquad$ (Contractor`s Authorized Agent), of lawful age, being first duly sworn upon his/her oath, states:

1. I am the duly authorized agent of $\qquad$ (Bidder`s Company Name), the bidder submitting the attached competitive bid (the "bid").
2. My position in the above named company is $\qquad$ .
3. Alliant 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 Aflidavit, with the architect, engineer, or other party to the project is as follows:
$\qquad$
$\qquad$
(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:
$\qquad$
$\qquad$
(if none. so state)
5. Aflant further states that the names of all persons who have any such business relationship and the positions they hold with their respective companies or lirms are as follows:

Further. Afliant saith not.

Signature of Authorized Agent

Title (printed)

Subscribed and sworn to before me this $\qquad$ day of $\qquad$ , 20 $\qquad$ . (SEAL)
My commission expires:

Notary Public

## CONSTIRUC"IION CONTRAC'I


hereinalter called "Contractor."

## WITNESSI「TII

WHERE $\wedge$ S, in accordance with the state law and the Public C'ompetitive 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,

WIIEREAS, in accordance with state law, the County has approved and adopted all ol 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:

## Noble County Bridge Materials for Bridge Project Bridge over Grassy Creek 52N3170E3300004

as outined 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.

WHERE $\triangle$ S, 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 mamed in the bid, to-wit:

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

N()W THEREFORE, in consideration of the mutual promises, covenants, and conditions herein stated and in consideration of the mutual benelits. 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. Contractor̊s Proposal and any and all Addendums issued. All of these documents have been provided to and/or by the Contractor and are on lile in the oftice of the County Clerk. Hereinalter, these documents shall be collectively referred to as "Bidding Documents."
2. Engagement of Contractor. The C'ounty hereby engages Contractor to perform certain construction services for the benelit 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 ( 1 st ) 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-live percent ( $95 \%$ ) of such estimated sum shall be paid to the Contractor within live (5) days after the lirst 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 certilication to the County.
c. The Contractor shall furnish proof that all clams and obligations incurred by him in comnection 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 linal estimate to the Contractor: thereupon, the limal estimate (including retainage, but less any liquidated damages), will be approved and paid, within five (5) days after the lirst 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 Beneliciaries. 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 eertified mail. return receipt requested, and directed to the respective parties at the following addresses:

If to the County:

Noble County Commissioners
Noble County Courthouse, 101 S. Main St.

Noble, OK 73750
or at such other address as a party shall specily 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, modilied 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: $\qquad$ Noble County Commissioners.
(SEAL)

## NTIEST:

## County Clerk

Approved as to form:

## District Attorney

Date: $\qquad$
$\qquad$

Signature

Printed Name

## Title

## ATTEST:

## Secretary and/or Witness

State of Oklahoma
County of $\qquad$ )
$\qquad$ , 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. 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
Subseribed and sworn to before me this $\qquad$ day of $\qquad$ . $\qquad$ .
(SEAL)
Notary Public
My Commission Expires: $\qquad$
My Commission Number: $\qquad$

## MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENT, that ,Principal, and $\qquad$ , a corporation organized under the laws of the State of $\qquad$ and authorized to transact business in the State of Oklahoma, as Surety, are held firmly bound unto Noble County, in the penal sum of $\qquad$ Dollars (\$ $\qquad$ ) 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 $\qquad$ day of $\qquad$ , 20 $\qquad$
The condition of this obligation is such that:
WHEREAS, said Principal entered into a written contract with Noble County, dated $\qquad$ , 20 $\qquad$ , for:

## Noble County Bridge Materials for Bridge Project Bridge over Grassy Creek 52N3170E3300004

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:
(SEAL)
ATTEST:
Secretary
$\qquad$
Title

Secretary
Surety:
$B y:$ $\qquad$

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT, that
Principal, and $\qquad$ . 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 Noble County, Oklahoma, in the penal sum of $\qquad$ Dollars (\$ $\qquad$ 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 $\qquad$ day of $\qquad$ 20 $\qquad$
The condition of this obligation is such that: WHEREAS, said Principal entered into a written contract with Noble County Oklahoma, dated $\qquad$ 20 $\qquad$ for:

## Noble County <br> Bridge Materials for Bridge Project Bridge over Grassy Creek 52N3170E3300004

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, 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 $\qquad$ Principal, and $\qquad$ 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 $\qquad$ Dollars (\$ $\qquad$
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 $\qquad$ day of $\qquad$ 20 $\qquad$ .
The condition of this obligation is such that: WHEREAS, said Principal entered into a written Contract with Noble County Oklahoma, dated $\qquad$ 20 $\qquad$ for:

## Noble County <br> Bridge Materials for Bridge Project Bridge over Grassy Creek 52N3170E3300004

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: $\qquad$
(SEAL)
ATTEST:
Secretary
Surety:

By:
Attorney-in-Fact

## NOTICE TO PROCEED

FROM: Noble County Commissioners, Noble County, Oklahoma

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

## Noble County <br> Bridge Materials for Bridge Project Bridge over Grassy Creek 52N3170E3300004

entered into on the $\qquad$ day of $\qquad$ 20 $\qquad$ by and between the County and and that work may now be commenced in

$$
\text { accordance with said Contract. With a contract time of } 120 \quad \text { calendar days, the completion }
$$

date is the $\qquad$ day of $\qquad$
DATED at Noble County, Oklahoma this $\qquad$ day of $\qquad$ 20 $\qquad$ .

Noble County Commissioners, Noble County, Oklahoma

By: $\qquad$
Chairman

## INVOICE AFFIDAVIT

COUNTY OF $\qquad$ )

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.

## Noble County <br> Bridge Materials for Bridge Project <br> Bridge over Grassy Creek <br> 52N3170E3300004

## Project Name

## Project No.

Signature - Contractor or Supplier

Company Name (Print or Type)

Address

City, State, Zip

Subscribed and sworn to before me this $\qquad$ day of $\qquad$ 20 $\qquad$
$\qquad$ , Notary Public

My Commission Expires: $\qquad$










