

Creek County Clerk  
 County Purchasing Office  
 Collins Building Annex  
 317 E. Lee Room 100  
 Sapulpa, Ok. 74066  
 918-227-4909



Creek County Clerk  
 Jennifer Mortazavi  
[jmortazavi@creekcountyonline.com](mailto:jmortazavi@creekcountyonline.com)

Purchasing Agent  
 Jana Thomas  
[jthomas@creekcountyonline.com](mailto:jthomas@creekcountyonline.com)  
[www.creekcountyclerk.org](http://www.creekcountyclerk.org)

**INVITATION TO BID**

BID NUMBER	BID CLOSING DATE & HOUR	DESCRIPTION	DATE ISSUED
20-15	6/29/2020 8:59 A.M.	1 or more Chip-Seal/Asphalt Overlay Projects for Districts 1, 2 & 3	6/4/20 Page 1 of 41

**TERMS AND CONDITIONS**

- Sealed bids will be opened in the Commissioner's Conference Room, SUITE 103, COLLINS BUILDING ANNEX TO CREEK, County Courthouse, Sapulpa, Oklahoma, at the time and date shown on the invitation to bid form.
- Late bids will not be considered and bids received more than 96 hours excluding Saturdays, Sundays and holidays before the time set for the opening of bids will be returned unopened. Bids must be received in sealed envelopes (one to an envelope) with bid number and closing date written on the outside of the envelope. Bids must be marked "Chip-Seal/Asphalt Overlay" **Bid #20-15 & received in the County Clerk's office at 317 E. Lee Room 100 Sapulpa, OK. 74066 by 8:59 a.m. June 29, 2020.**
- A pre-bid meeting will be held June 15, 2020 at 10:00 a.m. in the Commissioner's Conference Room.**
- The bid will be awarded to the lowest/best bidder per district as determined by the county.
- Unit prices will be guaranteed correct by the bidder. County reserves the right to accept or reject any or all bids and to waive informalities or minor irregularities in any bid. Successful bidders must verify workers' compensation coverage & general liability of company & outsource.
- A certified check, cashier's check, bid bond, or irrevocable letter of credit equal to 5% of the bid, business relationship affidavit & non-collusion certification must be included in sealed bids. No work shall commence prior to the receipt and acceptance of the fully executed contract and required bonds as required per The Public Competitive Bidding Act of 1974 61 O.S. §§101-138 & 74 O.S. §§ 85.22.
- District 2 specifications include a project funded by INCOG. Contract #200205 attached. Bidder is responsible to adhere to all provisions pertaining to the INCOG project.
- The County procurement process is an open process that allows all business owners to participate regardless of race, color, natural origin or sex and we encourage minority and women-owned businesses to bid on any of our projects.
- Firm fixed prices will be F.O.B. destination.
- Purchases by Creek County, Oklahoma, are not subject to state or federal taxes.
- This bid is submitted as a legal offer and any bid when accepted by the County constitutes a firm contract.
- The County reserves the right to terminate the contract with a 30 day written notice of termination for convenience.
- The County reserves the right to terminate the contract without notice due to non-performance to any & all portions of the bid award.
- Bids will be firm for 30 days.

Vendor: \_\_\_\_\_ Submitted by: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

# 2020 CHIP SEAL PROJECT DISTRICT 1

**Work to be complete:** Chip seal overlay contactors to be responsible for providing all materials, labor and equipment to complete the chip seal. Contractor will be responsible for all signage, blocking/barricading from the beginning of work until completion. Contractor shall install new chip seal, cutting in or blend in intersection, adjoining roads, bridges and driveways. Contractor shall bid single coat and double coat.

## **The scope of work is listed as:**

Asphalt oil shall be CRS-TR or MC-3000 and applied using a computerized distributor truck capable of metering the application accurately. This rate shall be **0.3080 to 0.4355 gallons per yard square** coating depending on the condition of the road and aggregate size. Oil shall be placed the full width of the road surface up to 20 feet in a single pass avoiding overlaps or gaps caused by seam joints.

The contractor shall apply **3/8"** crushed aggregate chips as required through a computerized self-propelled chip spreader. Chips shall be applied at a rate of **25 to 35 pounds per yard square**, while this rate being accurately registered and monitored during application. The spreader shall apply this rate up to 20 feet in width in one single pass to avoid overlaps by the seam joint.

Not less than 2 pneumatic rollers weighing 8 to 10 tons each shall compact the aggregate chips into the chip seal oil after the application of each coat.

## **MATERIALS**

Chip Seal Oil CRS-TR or MC-3000 applied at 130 degrees F.

Aggregate chips must meet the requirements of "Clean 3/8" for bituminous surfacing.

With a maximum 5% contingency.

Any questions pertaining to this project please contact:

**Rick Selsor, Creek County District 1 Supervisor at 918-605-4579**

# 2020 CHIP SEAL PROJECT DISTRICT 1

- (1) S 33<sup>RD</sup> Ave West  
W 151<sup>ST</sup> Street S TO W 181<sup>ST</sup> Street S, Width 19 Ft, Length 15,724 Ft
  
- (2) 49<sup>th</sup> West Ave
  - (A) 151<sup>st</sup> Street to Mounds School, Width 20 Ft, Length 22,575 Ft
  - (B) W 191<sup>st</sup> Street S to Asphalt, Width 17 Ft, Length 2014 Ft
  
- (3) S 129<sup>th</sup> Ave W
  - (A) W 186<sup>th</sup> Street S to W 201<sup>st</sup> St S Width 21Ft, Length 23,947 Ft
  - (B) Lawmaster Rd to Dead End, Width 12 Ft, Length 2,250 Ft
  
- (4) Lake Boren  
8<sup>th</sup> St Mounds @ 75A Width 20 Ft Length 12,978 Ft
  
- (5) Green Hill Dr., Width 15 Ft, Length 1202 Ft
  
- (6) S 89<sup>th</sup> Ave West  
W 176<sup>th</sup> St South to S Pickett Rd, Width 22 Ft, Length 4782 Ft
  
- (7)
  - (A) W 161<sup>ST</sup> Street S to W 176<sup>th</sup> Street S, Width 22 ft, Length 7,920 Ft
  - (B) W 176<sup>th</sup> S to 75A and Bennett Dairy, Width 22 Ft, Length 12,065 Ft
  - (C) 171<sup>ST</sup> Street and Bennett Dairy to the bridge, Width 22 Ft Length 10,430 Ft
  
- (8) Lake View Drive Top of Kiefer Hill, Width 19 Ft, Length 927Ft

# 2020 Asphalt Overlay for District 1

**Work to be complete:** Asphalt overlay per list. Contractor will be responsible for providing all materials, labor and equipment to complete the asphalt overlay. Contractor will be responsible for all signage, blocking/barricading from the beginning of work until completion. Contractor shall install new asphalt, cutting in or blend in intersection, adjoining roads, bridges and driveways. Material to be used: Type B Asphalt or compatible, unless otherwise noted, and tack oil. With a maximum 5% contingency.

Any questions pertaining to this project please contact:

**Rick Selsor, Creek County District 1 Supervisor at 918-605-4579**

- (1) S 33<sup>RD</sup> Ave West  
W 151<sup>ST</sup> Street S TO W 181<sup>ST</sup> Street S, Width 19 Ft, Length 15,724 Ft, 2" depth, 3,670 tons
- (2) 49<sup>th</sup> West Ave
  - (A) 151<sup>st</sup> Street to Mounds School, Width 20 Ft, Length 22,575 Ft, 2" depth, 5,540 tons
  - (B) W 191<sup>st</sup> Street S to Asphalt, Width 17 Ft, Length 2014 Ft, 2" depth, 420 tons
- (3) S 129<sup>th</sup> Ave W
  - (A) W 186<sup>th</sup> Street S to W 201<sup>st</sup> St S, Width 21Ft, Length 23,947 Ft, 2" depth, 6180 tons
  - (B) Lawmaster Rd to Dead End Width 12 Ft, Length 2,250 Ft, 2" depth, 330 tons
- (4) Lake Boren  
8<sup>th</sup> St Mounds @ 75A, Width 20 Ft, Length 12,978 Ft, 2" depth, 3195 tons
- (5) Green Hill Dr., Width 15 Ft, Length 1202 Ft, 2" depth, 230 ton
- (6) S 89<sup>th</sup> Ave West  
W 176<sup>th</sup> St South to S Pickett Rd, Width 22 Ft, Length 4782 Ft, 2" depth, 1300 ton
- (7)
  - (A) W 161<sup>ST</sup> Street S to W 176<sup>th</sup> Street S Width 22 Ft, Length 7,920 Ft, 2" depth, 2130 tons
  - (B) W 176<sup>th</sup> S to 75A and Bennett Dairy Width 22 Ft, Length 12,065 Ft, 2" depth, 3250 tons
  - (C) 171<sup>ST</sup> Street and Bennett Dairy to the bridge, Width 22 Ft, Length 10,430 Ft, 2" depth, 2810 tons
- (8) Lake View Drive Top of Kiefer Hill, Width 19 Ft, Length 927 Ft, 2" depth, 220 tons

## 2020 Asphalt Overlay for District 2

**Work to be complete:** 2" Asphalt overlay per listed road, with each road at a width of 20'. Contractor will be responsible for providing all materials, labor and equipment to complete the asphalt overlay. Contractor will be responsible for all signage, blocking/barricading from the beginning of work until completion. Contractor shall install new asphalt, cutting in or blend in intersections, adjoining roads, bridges and driveways. Material to be used: Type B Asphalt or compatible, unless otherwise noted, and tack oil.

With a maximum 5% contingency.

## 2020 Chip Seal Project District 2

**Work to be complete:** Chip seal overlay contractors to be responsible for providing all materials, labor and equipment to complete the chip seal. Contractor will be responsible for all signage, blocking/barricading from the beginning of work until completion. Contractor shall install new chip seal, cutting in or blend in intersections adjoining roads, bridges and driveways. Contractor shall bid single coat and double coat.

**The scope of work is listed as:**

Asphalt oil shall be **MC-3000** and applied using a computerized distributor truck capable of metering the application accurately. This rate shall be 0.3080 to 0.4355 gallons per yard square coating depending on the condition of the road and aggregate size. Oil shall be placed the full width of the road surface up to 20 feet in a single pass avoiding overlaps or gaps caused by seam joints.

The contractor shall apply **3/8"** washed crushed aggregate chips as required through a computerized self-propelled chip spreader. Chips shall be applied at a rate of 25 to 35 pounds per yard square, while this rate being accurately registered and monitored during application. The spreader shall apply this rate up to 20 feet in width in one single pass to avoid overlaps by the seam joint.

Not less than 2 pneumatic rollers weighing 8 to 10 tons each shall compact the aggregate chips into the chip seal oil after the application of each coat. All roads will be a minimum of 20' width.

### **MATERIALS**

Chip Seal MC-3000 applied at 130 degrees F.

Aggregate chips must meet the requirements of "Clean 3/8" for bituminous surfacing.

### **Asphalt Overlay Road list:**

- A1. **West 81 Street South from Hwy 97 to South 145<sup>th</sup> West Ave (2 miles)**  
**\*INCOG Contract #200205**

### **Chip and Seal Road List:**

1. **West 71<sup>st</sup> Street South from Frankoma Road to 97<sup>th</sup> West Ave (1 mile)**
2. **West 71<sup>st</sup> Street South from 97<sup>th</sup> West Ave to Hwy 97 (1 mile)**
3. **West 91<sup>st</sup> Street South from South 433<sup>rd</sup> West Ave. to South 449<sup>th</sup> W. Ave (1 mile)**
4. **South 241<sup>st</sup> West Ave. from W. 102<sup>nd</sup> St. S. going South 1/2 mile (1/2 mile)**
5. **South 209<sup>th</sup> West Ave from West 61<sup>st</sup> Street South to West 71<sup>st</sup> Street S. (1 mile)**
6. **West 81 Street South from S. 145<sup>th</sup> W. Ave. to S. 161<sup>st</sup> W. Ave (1 mile)**
7. **West 81<sup>st</sup> Street S. from 177<sup>th</sup> West Ave. going East 1/2 mile (1/2 mile)**

Any questions pertaining to these projects, please contact:  
Mike Anthamatten, Supervisor CCD2 918-352-0116

**Re: 81st Street INCOG grant**

From: "Albritton, Barbara" &lt;balbritton@incog.org&gt;

06/04/20 03:05 pm

To: lwarner@creekcountyonline.com

Cc: jthomas@creekcountyonline.com, "A Quinn" &lt;aquinn@creekcountyonline.com&gt;

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Leon, your request to modify the 81st Street Project Contract Number 200205 from chip and seal to asphalt is approved. We look forward to assisting with this project.

Sent from my iPhone

> On Jun 4, 2020, at 2:34 PM, Leon Warner <lwarner@creekcountyonline.com> wrote:

>

>

> Barbara,

> Per our discussion, I am wanting to modify our grant to asphaltting of 81st Street S from the original C&S originally approved.

> Thank you,

>

> Leon Warner

> Commissioner D2

> Sent from my iPhone

**2020 REAP CONTRACT**  
**for Community Development**

**PART I – Summary and Signatures**

**SUMMARY**

<i>Contract Title:</i>	Rural Economic Action Plan Funds - Community Development
<i>Contract Number:</i>	200205
<i>Contracting Agency:</i>	INCOG
<i>Contractor:</i>	Creek County 81 <sup>st</sup> Street
<i>Description of Project:</i>	Resurfacing of West 81 <sup>st</sup> Street
<i>Amount of Grant:</i>	\$60,000.00
<i>Source:</i>	62 O.S. (2010) sec. 2001 et seq.
<i>Funding Period:</i>	December 13, 2019 to December 31, 2021

To Submit Requisitions or Notice:

Barbara Albritton  
Two West 2<sup>nd</sup> Street, Suite 800  
Tulsa, OK 74103  
(918) 584-7526  
Fax: (918) 583-1024  
E-mail : [balbritton@incog.org](mailto:balbritton@incog.org)

To Issue Payment or Notice:

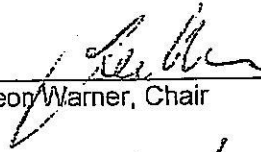
Dana Logsdon  
Creek County BOCC  
317 E. Lee, Suite 103  
Sapulpa, OK 74066  
PH: (918) 227-6307  
Fax: (918) 227-6308  
E-mail:  
[dlogsdon@creekcountyonline.com](mailto:dlogsdon@creekcountyonline.com)


*Agreement Components:* Part I - Summary and Signatures  
Part II - Terms and Conditions  
Attachment - Grant Application

**SIGNATURES - EXECUTION OF CONTRACT**

CONTRACTOR

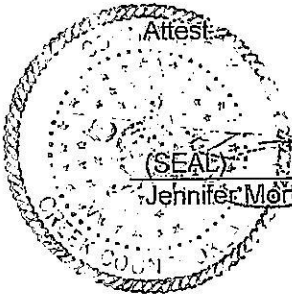
INCOG

  
\_\_\_\_\_  
Leon Warner, Chair

  
\_\_\_\_\_  
Karen Keith, Chair

12/23/19  
\_\_\_\_\_  
Date

01/14/20  
\_\_\_\_\_  
Date



\_\_\_\_\_  
Jennifer Mottazavi, County Clerk      12123119



In consideration for the exchange of mutual promises which are recorded in this agreement and other good and valuable consideration, the parties contract as follows.

## PART II - TERMS AND CONDITIONS

### 1. AVAILABILITY OF FUNDS

- a. Payments pursuant to this contract are to be made only from monies made available to INCOG through the Oklahoma Department of Commerce (ODOC) for the REAP program. Notwithstanding any other provisions, payments to the **Creek County** (hereinafter referred to as **Contractor**) by INCOG are subject to the availability of such funds to INCOG, as determined by State action and/or law. INCOG may take any action necessary in accordance with such determination.
- b. INCOG at its sole discretion shall have the right to terminate this contract if the Legislature fails to allocate sufficient funds to maintain this contract or, in the alternative, to reduce the compensation clause proportionately to reflect the reduction in funding allocated to INCOG's contract with ODOC.

### 2. MODIFICATION (AMENDMENT)

- a. This contract is subject to such modification as may be required by State law. Any such modification may be done unilaterally by INCOG.
- b. Minor changes in the scope and services to be performed and the total contract amount may be modified by duly-authorized representatives of INCOG by delivering written notice to Contractor.

### 3. INCOG

INCOG agrees to provide funding for the project up identified in the grant application which is attached and incorporated by reference up to, but not exceeding, the total contract amount.

### 4. CONTRACTOR (Town, City, or County)

- a. The Contractor agrees to perform the duties and obligations contained in this contract and all amendments thereto. Contractor will provide the necessary personnel, facilities, supplies, equipment and/or related resources and skills to accomplish all projects in accordance with the terms and conditions of this contract.
- b. Contractor is responsible for monitoring the performance of work done by its employees and subcontractors. Contractor will take affirmative steps to assure that all personnel engaged in the

performance of this contract are fully qualified and authorized under State and local law to perform such work and services.

- c. Contractor may enter into subcontracts for the performance of the terms of this agreement upon the prior written approval of INCOG.
- d. In no event will contractor or any subcontract incur obligation on the part of INCOG beyond that stated in section 3, above.

## 5. EMPLOYEE BENEFITS

The Contractor shall maintain and take full responsibility for payment of Worker's Compensation insurance, unemployment insurance, and shall make all appropriate deductions and withholdings for social security tax, state and federal income tax, and any other deductions required by law for its employees; and shall require the same in all subcontracts entered into for the completion of this agreement.

## 6. CERTIFICATIONS BY CONTRACTOR

- a. The contractor expressly agrees to be solely responsible to ensure that the use of monies received under this contract complies with all state statutes and other legal authority. The Contractor recognized that it is responsible for assuring financial programmatic compliance by its subcontractors.
- b. The Contractor specifically certifies and assures that:
  - (1) It will adhere to state regulations pertaining to non discrimination, and will include the same requirement in all subcontractors.
  - (2) It will maintain fiscal controls and accounting procedures adequate to ensure the proper disbursement and accounting for all funds received pursuant to this program.

## 7. HOLD HARMLESS CLAUSE

The contractor shall, within limitations placed on such entities by state law, save harmless INCOG and the State of Oklahoma, their agents, officers and employees from all claims and actions and all expenses defending same that are brought as a result of any injury or damages sustained by any person or property in consequence of any act or omission by the Contractor or any subcontractor. The Contractor shall, within limitations placed on such entities employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright or from any claim or amounts arising or recovered under Workers' Compensation law or any

other law. In any agreement with any subcontractor or any agent for the Contractor, the Contractor will specify that such subcontractors or agents shall hold harmless the State of Oklahoma, its agents, officers and employees for all the hereinbefore described expenses, claims actions or amounts recovered.

8. POLITICAL ACTIVITY

- a. No portion of the contract funds may be used for any political activity or to further the election or defeat of any candidate for public office.
- b. No portion of the contract funds may be used for lobbying activities.

9. PAYMENTS TO COMPANIES

- a. No contract funds may be paid to any corporation, limited liability company, partnership, proprietor or other private entity except for services to be provided pursuant to an approved project.
- b. No contract funds may be loaned to any corporation, limited liability company, partnership, proprietor or other legal entity.

10. NO-CONFLICT COVENANT

The Contractor covenants that no members or employees of any governing board of the Contractor or Subcontractor have any personal or financial interest, direct or indirect, and that none shall acquire any such interest, that would conflict with the full and complete execution of this contract. The Contractor further covenants that in the performance of this contract no person having any such interest will be employed by the Contractor or any subcontractor.

11. COMPENSATION TO CONTRACTOR

- a. Upon submission to INCOG of a purchase order, invoice or cancelled check approved by Contractor's local governing body, INCOG will pay Contractor within thirty (30) days of receipt for expenses incurred in the performance of this contract.
- b. Funds made available under this contract shall be used only for expenses incurred during the period funded as specified in Part I for the purposes and activities approved and agreed to in this agreement. No contract funds shall be used for expenses incurred

either prior to or after the time period specified. Contract funds shall not be used for any purpose other than those approved and agreed to in this agreement.

- c. The funds provided under this contract shall not be used to pay any administrative expenses of the entity requesting the funds or any subcontractor, or any expenses of the Contractor or subcontractor in preparation for this project. This provision shall not apply to funds provided pursuant to 62 O.S. (2010) sec 2011 (C).
  
- d. Any capital items purchased with the funds provided under this contract shall be for the use of the grantee as identified in the application. Items purchased with grant funds may not be disposed of or transferred to another entity while during the record retention period (Section 14.C of this contract) without the approval of INCOG.

12. TRAVEL AND PER DIEM

No travel-related costs, including per diem, shall be paid from these funds.

13. PROCUREMENT

Procurement of goods and services and the management and disposition of personal property acquired with contract funds shall be governed by the principles of the Oklahoma Central Purchasing Act, 74 O.S. 85.1, et. seq.

14. RECORDS, REPORTS, DOCUMENTATION

- a. The Contractor and/or its subcontractor shall maintain records and accounts, including property, personnel and financial records, that properly document and account for all project funds.
  
- b. The Contractor shall, or shall require its subcontractor to furnish INCOG with narrative reports and financial reports related to this contract in the forms and at such times as may be required by INCOG.
  
- \* c. The Contractor shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this contract for at least five (5) years from the date of submission of the Final Expenditure Report or until all audit findings have been resolved, whichever is later, or as otherwise required by law. The Contractor shall, as INCOG deems necessary, permit authorized representatives of INCOG, the State

See letter  
dated 5/22/20

Auditor and Inspector and the State of Oklahoma to have full access to and the right to fully examine all such materials.

15. CLOSING OUT OF PERIOD FUNDED

- a. The Contractor shall submit closeout documents as provided by INCOG or the State of Oklahoma no later than sixty (60) days after the final date of the period funded. Said closeout documents shall be accompanied by the Final Expenditure Report.
- b. When actual expenditures total less than the contract amount, the contract shall automatically be deobligated to the actual expenditures as shown in the closeout documents and such excess funds shall be promptly returned to INCOG's Rural Economic Action Plan fund.

16. INTERPRETATION, REMEDIES

- a. In the event the parties fail to agree on changes or interpretations of this contract, the decision of INCOG shall prevail.
- b. In the event of any disagreement between the Contractor and INCOG relating to the technical competence of the work and services being performed and its conformity to the requirements of this contract, the decision of INCOG shall prevail.
- c. Neither forbearance nor payment by INCOG shall be construed to constitute waiver of any remedies for any default or breach by the Contractor or subcontractor that exists or occurs later.

17. TERMINATION OR SUSPENSION

- a. This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.
- b. This contract may be terminated or suspended by INCOG, in whole or in part, for cause, after notice and an opportunity for Contractor to present reasons why such action should not be taken. Grounds constituting cause include but are not limited to:
  - (1) Contractor fails to comply with provisions of this contract or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this contract.

- (2) Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.
  - (3) Contractor has submitted incorrect or incomplete documentation pertaining to this contract.
- c. In the event of termination or suspension, the Contractor shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action and to reimbursement for reasonable and necessary expenses. The Contractor shall reduce to the minimum possible all obligations, prepaid expenses and other costs.
  - d. The Contractor shall not be relieved of liability to INCOG for damages sustained by the INCOG by virtue of any breach of this contract by Contractor or subcontractor. INCOG may withhold payments due under this contract pending resolution of the damages.

18. ENTIRE AGREEMENT

This contract constitutes the entire agreement between INCOG and the Contractor, that it is final and complete. No evidence of alleged prior dealings, course of dealing or performance not specifically set out herein shall be deemed in any sense relevant to supply any unexpressed term, to supplement or qualify this contract or to add any stipulation or obligation different from or inconsistent with the express provisions of this contract.

19. SEVERABILITY CLAUSE

If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

20. SPECIAL CONDITIONS

- a. Contractor shall obtain all permits and licenses required by state and local law for projects of the type performed under this contract.

20205



Regional Partners — Regional Solutions

2 West Second Street Suite 800 | Tulsa, OK 74103 | 918.584.7526 | [www.INCOG.org](http://www.INCOG.org)

May 22, 2020

Dana Logsdon  
Creek County BOCC  
317 E. Lee, Suite 103  
Sapulpa, OK 74066

Dear Dana:

The Oklahoma Department of Commerce has changed the record retention policy beginning with the 2020 Program Year. This change was not reflected in the contract which you executed. The record retention period is now seven (7) years rather than five (5) as indicated in the contract that was executed. Shown below is the revised language for Section 14.c on page 6 of your contract. This is an administrative housekeeping item and should not require action by your governing body. Please keep this letter in the binder with the other REAP project documents.

- c. The Contractor shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this contract for at least seven (7) years from the date of submission of the Final Expenditure Report or until all audit findings have been resolved, whichever is later, or as otherwise required by law. The Contractor shall, as INCOG deems necessary, permit authorized representatives of INCOG, the State Auditor and Inspector and the State of Oklahoma to have full access to and the right to fully examine all such materials.

We look forward to working with you on your REAP project. As always, should you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Barbara Albritton".

Barbara Albritton  
Rural Development Coordinator

**INDIAN NATIONS COUNCIL OF GOVERNMENTS  
(INCOG)**

**Rural Economic Action Plan (REAP) Application**

**TRANSPORTATION - FY2020**

**I. APPLICANT INFORMATION**

- A. Name: Creek County District #2 County: Creek
- B. Address: 10920 South Highway 99 Phone: 918-352-2691  
Drumright OK 74030 Fax: 918-352-3712
- C. Applicant's Chief Elected Official: Leon Warner
- D. Applicant's Contact Person (if other than chief elected official):  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: lwarner@creekcountyonline.com
- E. Population (for City/Town/Unincorporated Area of County): \_\_\_\_\_  
(Based on 2010 Census information)

**II. PROJECT INFORMATION:**

- A. Project Description: Chip and Seal on West 81st Street South from State Highway 97 going west to South 145th West Ave.
- B. Project Location (attach map of target area): \_\_\_\_\_
- C. Amount of Grant Request: \$60,000.00
- D. Anticipated Project Start Date: May 2020
- E. Total number of people benefiting from project: 2019 traffic count 2765 per day
- F. Project Budget (Form attached)



### III. REGIONAL OBJECTIVES

A. Does the project enhance economic development?  Yes  No If yes, please explain \_\_\_\_\_

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B. Does the project promote intergovernmental cooperation?  Yes  No If yes, please explain.

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C. Does the project promote public health and safety?  Yes  No If yes, please explain \_\_\_\_\_

This project will improve access for the general public, school traffic and school buses.

This street is highly traveled as it goes directly to the Pretty Water Public Schools.

D. Is the project included regional or local plans such as long range or capital improvement plans?

Yes  No If yes, please provide documentation.

E. Is the project multijurisdictional?  Yes  No If yes, please explain \_\_\_\_\_

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### IV. TRANSPORTATION PROJECT IMPACT

A. Does it improve access to State Highway System? (explain): Yes, the project provides access to State Highway 97 and Interstate 44. Interstate 44 provides access to the Tulsa

area for residents west of State Highway 97 in the Pretty Water Area.

B. Does it provide direct access to an existing or planned employment center? (please describe and quantify to the extent possible): \_\_\_\_\_

Yes, the new extension of West 81st Street provides direct connection to the McGuire

Industrial park. Many business with employment opportunities exist in the McGuire Industrial Park.

C. Does it eliminate safety hazards? (please describe): The deteriorating road is expected to become a hazard for this high traffic area. Resurfacing would eliminate the hazard,

improving a high traffic street that provides direct access to the Pretty Water School System.

D. Other Impacts (please describe): \_\_\_\_\_

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V. LOCAL EFFORT

A. Narrative of local effort in the project/area (Attach additional sheets if necessary): \_\_\_\_\_  
Creek County will provide an additional \$20,000.00 for the purchase of  
materials as well as labor and equipment for the road preparation.

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B. 

Source*	Amount
County Bridge and Road Improvement Fund	\$20,000.00

\*Source may be local funds, other grant funds, volunteer labor (list # of hours at \$10/hour) or donated materials (give actual or estimated worth).

## 2020 Asphalt Overlay for District 3

**Work to be complete:** 2" Asphalt overlay per listed road, with each road at a width of 24'. Contractor will be responsible for providing all materials, labor and equipment to complete the asphalt overlay. Contractor will be responsible for all signage, blocking/barricading from the beginning of work until completion. Contractor shall install new asphalt, cutting in or blend in intersection, adjoining roads, bridges and driveways. Material to be used: Type B Asphalt or compatible, unless otherwise noted, and tack oil.

With a maximum 5% contingency.

## 2020 Chip Seal Project District 3

**Work to be complete:** Chip seal overlay contractors to be responsible for providing all materials, labor and equipment to complete the chip seal. Contractor will be responsible for all signage, blocking/barricading from the beginning of work until completion. Contractor shall install new chip seal, cutting in or blend in intersection, adjoining roads, bridges and driveways. Contractor shall bid single coat and double coat.

**The scope of work is listed as:**

Asphalt oil shall be MC-3000 and applied using a computerized distributor truck capable of metering the application accurately. This rate shall be 0.3080 to 0.4355 gallons per yard square coating depending on the condition of the road and aggregate size. Oil shall be placed the full width of the road surface up to 20 feet in a single pass avoiding overlaps or gaps caused by seam joints.

The contractor shall apply 3/8" crushed aggregate chips as required through a computerized self-propelled chip spreader. Chips shall be applied at a rate of 25 to 35 pounds per yard square, while this rate being accurately registered and monitored during application. The spreader shall apply this rate up to 20 feet in width in one single pass to avoid overlaps by the seam joint.

Not less than 2 pneumatic rollers weighing 8 to 10 tons each shall compact the aggregate chips into the chip seal oil after the application of each coat. All roads will be a minimum of 24' width.

**MATERIALS**

Chip Seal MC-3000 applied at 130 degrees F.

Aggregate chips must meet the requirements of "Clean 3/8" for bituminous surfacing.

1. S 433<sup>rd</sup> W Ave from Hwy 16, 3 mi N, to W 151<sup>st</sup> S (3 mi)
2. S 321<sup>st</sup> W Ave from W 281<sup>st</sup> S to W 301<sup>st</sup> S (2 mi)
3. W 311<sup>th</sup> St S from Hwy 48, 2 mi E, to S 321<sup>st</sup> W Ave (2 mi)
4. S 193<sup>rd</sup> W Ave (Edna Rd), 3 mi S from Hwy 16 (3 mi)
5. W 261<sup>st</sup> S from Hwy 48 to S 321<sup>st</sup> W Ave (3 mi)
6. W 181<sup>st</sup> S from S 401<sup>st</sup> W Ave to S 369<sup>th</sup> W Ave (2 mi)
7. S 465<sup>th</sup> W Ave from W 311<sup>th</sup> St S, 2 mi N to W 291<sup>st</sup> S (2 mi)
8. W 231<sup>st</sup> S from S 369<sup>th</sup> W Ave to S 401<sup>st</sup> W Ave (2 mi)

Total mileage: 19 miles

**All roads to get bids for both projects.**

Any questions pertaining to these projects, please contact: Roy Smith, Supervisor CCD3 918-367-3231