

CITY OF PERKINS PERKINS PUBLIC LIBRARY TRUST



CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

PROPOSED PERKINS LIBRARY PHASE 2 STRUCTURAL REPAIRS

PROJECT NUMBER: NWLIB 03-2018

BID DATE: March 21, 2018

By:



HOWARD & ASSOCIATES, INC.
11032 QUAIL CREEK ROAD, SUITE 155
OKLAHOMA CITY, OK 73120

February 2018

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Responsible Registrant

Howard and Associates

Douglas Howard – Architect

Contract Drawings

Sheet S0.0 General Notes, Tables, and Schedules
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Responsible Registrant

SAI Engineering

Note: Contract Drawings are dated 2/8/18 stamped and signed by SAI Structural Engineer
Syam Mannava.

**City of Perkins
Perkins Public Library Trust**

SOLICITATION FOR BIDS

Notice is hereby given that the Perkins Public Library Trust will receive sealed Bids for the construction of:

**PROPOSED PERKINS LIBRARY
PHASE 2 STRUCTURAL REPAIRS
NWLIB 03-2018**

in the office of the City Clerk, City Hall, at 110 N. Main St. P.O. Box 9, Perkins, Oklahoma 74059, until **3:00 p.m.**, on the **21st day of March, 2018** and will open bids the same day at **4:00 p.m.** in the Commission Board Room, Thomas-Wilhite Public Library, 101 E. Thomas Street, Perkins, OK. Bids shall be opened at the above stated time for receipt of Bids or as soon thereafter as practicable. This project consists of furnishing all required materials, supplies, equipment, tools, and personnel to perform all necessary labor for the construction remodel of the Perkins Library.

The work shall be done in accordance with Drawings and specifications on file at Thomas-Wilhite Memorial Library, 101 E Thomas Street, Perkins, OK 74059 and online at www.cityofperkins.net. Plans, specifications and other bidding documents are available for public inspection at the Architects office: Howard and Associates, Inc. 11032 Quail Creek Road, Suite 155, Oklahoma City, OK 73120 and copies may be purchased (not refundable) from Triangle A&E Oklahoma City. It is the contractors and subcontractors responsibility to obtain all documents needed for a complete bid, including addendum.

Pre-Bid Conference: A **Mandatory** Pre-Bid Conference will be held **March 6, 2018, at 10:00 a.m.** at the Perkins Library remodel building located at 219 S. Main Street, Perkins, which is a prequalification requirement.

Each bid must be submitted in a sealed envelope bearing on the outside, the name of the bidder, his/her address and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form. All blank spaces for bid prices must be completed in ink, or typewritten and in both words and figures.

Bids received more than ninety-six (96) hours, excluding Saturdays, Sundays and holidays, before the time set for opening of bids, as well as bids received after the time set for receipt of bids, WILL NOT be considered and will be RETURNED UNOPENED.

A cashier's check, a certified check or a surety bond in the amount of five percent (5%) of the bid shall accompany the sealed proposal of each bidder. Deposits will be returned to unsuccessful bidders. Each bid submitted is a legal offer and when accepted by the Perkins Public Library Trust, constitutes a FIRM AND BINDING CONTRACT. The Perkins Public Library Trust reserves the right to REJECT ANY or ALL BID. The Perkins Public Library Trust reserves the unconditional right to cancel all or any portion of this project within thirty (30) days from the date of the opening of the bids, for any reason and at its sole discretion.

INSTRUCTION TO BIDDERS

EXAMINATION OF SITE Each bidder by making his bid represents that he has visited the site and familiarized himself with all the conditions under which the work is to be performed. No extra compensation will be allowed by reason of any matters or things concerning which the bidder did not inform himself prior to bidding.

EASEMENTS Work performed on, or use of, easements shall be subject to the provisions of the easement agreements on file and open to inspection in the office of the Owner.

EXAMINATION OF BIDDING DOCUMENTS Each bidder by making his bid represents that he has read and understands the bidding documents. The bidder shall include in his bid prices any and all costs that may be necessary to complete the work in accordance with the requirements of the contract documents.

INTERPRETATION OF CONTRACT DOCUMENTS Questions regarding documents, discrepancies, omissions, or intent of the specifications or drawings shall be submitted in writing to the Owner through the Architect at least seven (7) days prior to opening of bids to provide time for issuing and forwarding an addendum. Any interpretation of the contract documents will be made only by addendum duly issued or delivered by the Owner to each person receiving a set of documents. The Owner will not be responsible for any other explanations or interpretation of the contract documents.

MATERIAL SUBSTITUTION Each bidder shall base his bid upon the materials and equipment as described in the bidding documents. The successful contractor will not be allowed to make any substitutions on his own initiative, but in each instance will be required to obtain authorization from the Owner before installing any work in variance with the requirements of the contract documents.

BID SECURITY No bid will be considered unless the original copy filed with the Purchasing Director is accompanied by a Bidder's Bond, Certified Check, or Cashier's Check in the required amount, made payable to the Owner. The bid security shall be in the amount of five percent (5%) of the total amount of the bid. It shall be five percent (5%) of the highest amount in the event of an alternate or several bids. The bid security is required as evidence of good faith and as a guarantee that if awarded the Contract, the bidder will execute the Contract and furnish the required bonds and insurance within the required time and the guarantee will serve as liquidated damages in the event of failure to do so.

QUALIFICATIONS OF BIDDERS IN DETERMINING THE LOWEST RESPONSIBLE BID, THE FOLLOWING ELEMENTS WILL BE CONSIDERED: WHETHER THE BIDDER INVOLVED (A) MAINTAINS A PERMANENT PLACE OF BUSINESS; (B) HAS ADEQUATE STATION EQUIPMENT TO DO THE WORK PROPERLY AND EXPEDITIOUSLY; (C) HAS A SUITABLE FINANCIAL STATUS TO MEET OBLIGATIONS INCIDENTAL TO THE WORK; AND (D) HAS APPROPRIATE TECHNICAL EXPERIENCE.

Each bidder may be required to show that former work performed by him has been handled in such manner that there are no just or proper claims pending against such work. No bidder will be acceptable if he is engaged on any other work which impairs his ability to finance this contract or provide proper equipment for the proper execution of same. Each bidder shall demonstrate his ability of meeting all requirements herein stipulated, if asked for them.

RETURN OF BID SECURITIES The security of the three lowest bidders will be returned after the execution of the agreement with the successful bidder and the approval of his bonds and insurance. The

security of all other bidders will be returned promptly after the bids have been opened and reviewed by the Owner. If all bids are rejected, the securities will be returned at the time of rejection.

AGREEMENT, BONDS, INSURANCE The attention of bidders is specifically directed to the forms of agreement and bonds to be executed and the types of insurance to be taken out in the event a contract award is made.

BID SUBMITTAL Each bid, properly signed, together with the bid security, affidavits, and qualification statements (if required), shall be enclosed in a sealed envelope addressed and entitled as specified in the Invitation to Bid. All addenda issued shall be signed and included with the documents at the time of bid submittal.

Complete and submit one (1) original of the following documents:

- 1. Bid Proposal Form.**
- 2. Bid Bond, Cashier's Check, or Certified Check**
- 3. Business Relationship Affidavit**
- 4. NonCollusion Affidavit**
- 5. Qualification Statements**

WITHDRAWAL OF BID Any bid may be withdrawing at any time to the hour fixed in the Invitation to Bid for the opening of bids, provided that a request in writing executed by the bidder or his duly authorized representative for the withdrawal of such bid is filed with the Owner prior to the time specified for the opening of bids. The withdrawal of a bid will not prejudice the right of a bidder to file a new bid, except that the new bid must be submitted prior to the date and time for submitting bids.

PENALTY FOR COLLUSION If at any time it shall be found that the person, firm, or corporation, to whom the Contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the Contractor so awarded shall be null and void, and the Contractor and his sureties shall be liable to the Owner for all loss for damage which the Owner may suffer thereby, and the Owner may advertise for new bids for said work.

LICENSE Each bidder shall possess state and local licenses as are required by law, and shall furnish satisfactory proof to the Owner upon request that the licenses are in effect during the entire period of the Contract.

AWARD OF CONTRACT The award of any contract will be made to the lowest responsible bidder or bidders. The Owner reserves the right to reject any or to waive irregularities or informalities at its discretion. In the event that the approvals are not received or the Owner cannot award or reject said proposals within 90 days from the date of opening of bids, bidders shall have the right to withdraw their bids on written notice to the Owner.

EFFECTIVE DATE OF AWARD If a contract is awarded by the Owner, such award shall be effective when formal notice of such award, signed by the authorized representative of the Owner, has been delivered to the intended awardee, or mailed to him at the main business address shown on his bid, by some officer or agent of the Owner duly authorized to give such notice.

EXECUTION OF AGREEMENT Copies of the agreement in the number stated in the form of agreement shall be executed by the successful bidder and returned, together with the required bonds and insurance, within fifteen (15) days from and after the date of the award of the Contract. Effective date of bonds shall be the same or later than the date of the agreement.

FAILURE TO EXECUTE AGREEMENT AND FILE BONDS AND INSURANCE The successful contractor will be required to pay for the excess cost of field engineering and inspection and liquidated damages as

defined in the General Conditions of the Standard Specifications for Construction and the Contract Agreement, if extensions of time are not granted by Owner because of avoidable delays as therein defined.

STANDARD SPECIFICATIONS FOR CONSTRUCTION The City of Perkins Standard Specifications for Construction and Standard Design Drawings shall be a part of these contract documents as if included herein. Each bidder shall have a copy in their possession to be eligible to bid on this project.

ADMINISTRATIVE MATTERS

The Contractor shall obtain all permits and licenses required. The Contractor shall pay all fees.

BID PROPOSAL FORM

**PROPOSED PERKINS LIBRARY
PHASE 2 STRUCTURAL REPAIRS
BID NOTICE: NWLIB 03-2018**

THE UNDERSIGNED BIDDER, having examined the plans, specifications, the locations, arrangements, and conditions of roads, street, utilities and other facilities or appurtenances which affect or may be affected by the proposed work, the actual sites of the proposed improvements and being acquainted with and fully understanding: (1) the extent and character of the work covered by this proposal; (2) the locations and specified requirements of and for the proposed improvements and other items of work appurtenant thereto; and (3) the normal existing and probable construction difficulties, hazards or all other factors or conditions which may or may not be apparent, which may affect or be affected by the specified work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor; and to construct, erect, equip, and complete all work stipulated in, required by, and in accordance with the contract documents hereto attached and the specifications referred to therein (as altered, changed, or modified by any and all addenda thereto), for and in connection with the Contract for which this proposal is herein submitted for and in consideration of the prices set out herein.

The undersigned bidder hereby agrees to furnish the required Performance Bond, Statutory Bond, Maintenance Bond, and evidence of insurance and to enter into a contract within fifteen (15) days after the acceptance of this proposal, and further agrees to complete the work in one-hundred twenty (120) days (stipulated in the Contract Agreement) from the date of the issuance by the Library Trust of a Work Order authorizing commencement of work.

Attached hereto is a Certified Check, Cashier's Check or Bidder's Surety Bond in the amount of: _____ DOLLARS \$ _____ which the undersigned agrees is to be forfeited to and become the property of the Perkins Public Library Trust, as liquidated damages, should this proposal be accepted and the Contract be awarded to him, he fails to enter into a Contract in the form prescribed and to furnish the required bonds and evidence of insurance within fifteen (15) days as above stipulated, but otherwise the proposal guarantee shall be returned to the undersigned upon the signing of the Contract and delivery of the approved bonds and evidence of insurance to the City of Perkins.

DATED this _____ day of _____ 20 _____.

Signature: _____

Name and Title: _____

Company: _____ Circle One: Corporation Partnership Individual

Address: _____

Phone: _____ Fax: _____

E-mail Address: _____

Federal Tax I.D. _____

Attest: _____

Secretary

Corporate Seal
(if applicable)

**PROPOSED PERKINS LIBRARY
PHASE 2 STRUCTURAL REPAIRS**

**BID NOTICE: NWLIB 03-2018
BASE BID**

TOTAL BASE BID \$ _____

TOTAL BASE BID IN WORDS _____

NON-COLLUSION AFFIDAVIT

STATE OF OKLAHOMA)
) SS.
COUNTY OF PAYNE)

_____, of lawful age, being first duly sworn on oath that (s)he is the agent authorized by the firm of _____ to submit the above Contract to the Perkins Public Library Trust.

Affiant further states that such firm has not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the City of Perkins, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

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 city 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 officials concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Contractor Signature

Printed Name/Title

Subscribed and sworn before me this _____ day of _____, 20__

Notary Public

My Commission Expires:

(Seal)

CONTRACT AGREEMENT

THIS CONTRACT AND AGREEMENT, made and entered into this ____ day of _____, 20____ by and between the Perkins Public Library Trust, Perkins, Oklahoma, party of the first part, hereinafter termed "Owner", and _____ party of the second part, hereinafter termed "Contractor".

WITNESSETH:

WHEREAS, the Owner has caused to be prepared, in accordance with law, certain specifications, plans, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents and has received sealed proposals for furnishing materials, labor, and equipment for either of the indicated works.

This project consists of furnishing all required materials, supplies, equipment, tools, and plant to perform all necessary labor for the construction of Proposed Perkins Library Phase 2 Structural Truss Repairs.

The work shall be done in accordance with plans and specifications on file at Thomas-Wilhite Memorial Library as outlined and set out in the bidding documents and in accordance with the terms, specifications, plans, and provisions of said Contract; and,

WHEREAS, Contractor, in response to request for bids, has submitted to the Perkins Public Library Trust in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the Perkins Public Library Trust, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above named Contractor to be the lowest responsible bidder on the above described project, and has duly awarded this Contract to said Contractor, for the sum named in the proposal to-wit:

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed, and hereby agree, as follows:

- (1) That the Contractor hereby agrees to furnish all tools, equipment, materials, and labor, and to build and complete the above described project in accordance with the drawings and specifications therefore on file in the office of the City Clerk of Perkins, Oklahoma.
- (2) That the Owner shall pay the Contractor for the work performed, as follows:
 - a. At the end of each month the Perkins Public Library Trust will review Contractors pay application which shall show schedule of values, completed and stored items and retainage of 10%. Payment to the Contractor shall be in the amount of the work complete minus the retainage as permitted by law.
 - b. Should any defective work or materials be discovered or should a reasonable doubt arise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.

c. And that the Contractor's bid is hereby made a part of this Agreement.

(3) That the Perkins Public Library Trust reserves the right to add to or subtract to the scope of work. Contractor will prepare a change order cost which will be reviewed by the Owner. Work shall proceed after Owner's authorization.

(4) That the Contractor will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written work directive change; and that in the event any additions are provided by the Contractor without such authorization, the Contractor shall not be entitled to any compensation therefor whatsoever.

(5) That if any additional work is performed or additional materials provided by the Contractor upon authorization by the Owner, the Contractor shall be compensated therefore as agreed to by both parties in the execution of the Change Order.

(6) That the Contractor shall perform the work and provide the materials strictly in accordance with the drawings and specifications as to quality and kind and all work and materials shall be subject to rejection by the Owner through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the Contractor shall replace the work and materials without compensation therefore by the Owner.

(7) The Contractor shall complete the work in accordance with the terms of this Agreement within a period of time not to exceed 120 calendar days following the issuance by the City Engineer of a Work Order authorizing the Contractor to commence work on the project.

(8) The Contractor shall furnish bonds and certificate of insurance as specified in the "Instructions to Bidders" and/or the "General Provisions", which must be approved by the Owner prior to issuance of the Work Order and commencement of the work on the project.

(9) On completion of the work, but prior to the acceptance thereof by the Perkins Public Library Trust, it shall be the duty of the City Code Inspector or other appropriate person to determine that said work has been completely and fully performed in accordance with said Contract Documents; and upon making such determination said official shall make his final certificate to the Perkins Public Library Trust.

(10) Liquidated damages shall be paid by the Contractor at the rate of **\$100** per each and every **calendar** day required by him to complete the contract in excess of the contract time.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four duplicate originals, the day and year first above written.

"OWNER"

Perkins Public Library Trust

By: _____

ATTEST

CITY CLERK

APPROVED as to form and legality this _____ day of _____, 20____.

CITY ATTORNEY

APPROVED by the Perkins Public Library Trust this _____ day of _____, 20____.

"CONTRACTOR"

If an Individual: *(signature)* _____

doing business as: _____

If a Partnership: *(signature)* _____

By *(Printed Name and Title)*: _____

Names of other partners: _____

If a Corporation: *(signature)* _____

By *(Printed Name and Title)*: _____

ATTEST:

Business Address of Contractor

Secretary

(CORPORATE SEAL)

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____,
hereinafter called the Principal, and the _____
of, _____, a corporation duly organized under the laws of the State
of _____, hereinafter called the Surety, as Surety, are held and firmly bound unto
_____, hereinafter call the Obligee, in the sum of
_____ Dollars (\$_____), for the
payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal entered into a written Contract with said Obligee dated _____, for
_____, all in
compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of
_____.

WHEREAS, this bond is given in compliance with Title 61, Oklahoma Statutes 2001, Section 113(B)(3).

NOW THEREFORE, if said Principal shall pay or cause to be paid to Obligee 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 after acceptance of said project by Obligee; and if Principal shall pay or cause to be paid all
labor and materials, including the prime contractor and all subcontractors; and if Principal shall save and hold
Obligee harmless from all damages, loss, and expense occasioned by, or resulting from, any failure whatsoever of
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 alternations 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, this instrument is executed in _____ counterparts, each of which shall be deemed an
original, this _____ day of _____, 20_____.

WITNESS AS TO PRINCIPAL ((_____
PRINCIPAL
(BY: _____

WITNESS AS TO SURETY ((_____
SURETY
(BY: _____
(ATTORNEY-IN-FACT

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list
(Circular 570 as amended) and be authorized to transact business in the State of Oklahoma. Attach a certified
Copy of the Power of Attorney.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____,
hereinafter called the Principal, and the _____
of, _____, a corporation duly organized under the laws of the State
of _____, hereinafter called the Surety, as Surety, are held and firmly bound unto
_____, hereinafter call the Obligee, in the sum of
_____ Dollars (\$_____), for the
payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal entered into a written Contract with said Obligee dated _____, for
_____, all in
compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of
_____.

WHEREAS, this bond is given in compliance with Title 61, Oklahoma Statutes 2001, Section 113(B)(2).

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 said specifications, and if said Principal shall protect and save harmless
said Obligee from any pecuniary loss resulting from the breach of any of the items, covenants and conditions of said
Contract resting upon said Principal, the 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 alternations 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, this instrument is executed in _____ counterparts, each of which shall be deemed an
original, this _____ day of _____, 20_____.

WITNESS AS TO PRINCIPAL ((_____
PRINCIPAL
(BY: _____

WITNESS AS TO SURETY ((_____
SURETY
(BY: _____
(ATTORNEY-IN-FACT

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list
(Circular 570 as amended) and be authorized to transact business in the State of Oklahoma. Attach a certified
Copy of the Power of Attorney.

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____,
hereinafter called the Principal, and the _____
of, _____, a corporation duly organized under the laws of the State
of _____, hereinafter called the Surety, as Surety, are held and firmly bound unto
_____, hereinafter call the Obligee, in the sum of
_____ Dollars (\$_____), for the
payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal entered into a written Contract with said Obligee dated _____, for
_____, all in
compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of
_____.

WHEREAS, this bond is given in compliance with Title 61, Oklahoma Statutes 2001, Sections 1 and 113(B)(1).
NOW THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or
subcontractors of said Principal who perform work in the performance of such contract, for labor and materials and
repairs to and parts for equipment used and consumed in the performance of said contract 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 alternations 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, this instrument is executed in _____ counterparts, each of which shall be deemed an
original, this _____ day of _____, 20_____.

WITNESS AS TO PRINCIPAL ((_____
PRINCIPAL
(BY: _____
(

WITNESS AS TO SURETY ((_____
SURETY
(BY: _____
(ATTORNEY-IN-FACT

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list
(Circular 570 as amended) and be authorized to transact business in the State of Oklahoma. Attach a certified
Copy of the Power of Attorney

APPLICATION AND CERTIFICATE FOR PAYMENT

PROJECT: **PROPOSED PERKINS LIBRARY**
PHASE 2 STRUCTURAL REPAIRS (NWLIB 03-2018)
 TO: (OWNER): PERKINS PUBLIC LIBRARY TRUST

ENGINEER: Howard and Associates, Inc
 CONTRACTOR:
 CONTRACT FOR:
 APPLICATION DATE: APPLICATION NO:
 PERIOD FROM: TO:

CHANGE ORDER SUMMARY

Application is made for Payment, as shown below, in connection with the Contract. The present status of the account for this Contract is as follows:

Change Orders approved		ADDITIONS \$	DEDUCTIONS \$		
in previous months by				ORIGINAL CONTRACT SUM	\$ _____
Owner					
TOTAL				Net change by Change Orders	\$ _____
Subsequent Change Orders					
No.	Approved			CONTRACT SUM TO DATE	\$ _____
	(Date)			TOTAL COMPLETED TO DATE	\$ _____
				RETAINAGE <u>5</u> %	\$ _____
				TOTAL EARNED LESS RETAINAGE	\$ _____
				LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ _____

TOTALS

Net change by Change Orders \$ _____ CURRENT PAYMENT DUE \$ _____

The undersigned Contractor certifies that the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for work for which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Inspector certifies to the Owner that to the best of the Inspector's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. \$ _____

INSPECTOR:

By: _____

OWNER:

By: _____

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

TO OWNER: **Perkins Public Library Trust**
PO Box 519
101 E Thomas St.
Perkins, OK 74059

PROJECT: **PROPOSED PERKINS LIBRARY**
PHASE 2 STRUCTURAL REPAIRS (NWLIB 03-2018)

CONTRACT DATED:

STATE OF: OKLAHOMA
COUNTY OF: PAYNE

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered against any property of the Owner arising in any manner out of the performance of the Contract referenced above:

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

The following supporting documents should be attached hereto if required by Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens.

CONTRACTOR:
(Name and address)

BY: _____
(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn before me on this date:

Notary Public: _____

My Commission Expires: _____

CONTRACT SPECIFICATIONS (Refer Drawings for additional information)

A. GENERAL

1. This Contract is intended to, and hereby does, provide for complete in place, **PROPOSED PERKINS LIBRARY PHASE 2 STRUCTURAL REPAIRS, NWLIB 03-2018** including all necessary work and material for a total job, whether or not such work and material is shown or implied in the plans and specifications.
2. All construction and materials shall conform to the City of Perkins' Standard Specifications unless noted otherwise in drawings. All work necessary to complete all work as intended by these drawings and specifications. All incidental work and the cost thereof shall be included bid.
3. The cost to include the furnishing and installation of all temporary sheeting, shoring, timbering and bracing required to furnish safe working conditions and to permit the safe and efficient installation of all items of contract work shall be included in other items of work. The Contractor shall further, at his own expense, shore up or otherwise protect all fences, buildings, walls, walks, curbs, or other property adjacent to any excavation which might be disturbed during the progress of the work. The Contractor will be held liable for any damage which may result to neighboring property from excavation or construction operations.

B. SITE CONDITIONS

The Contractor shall be responsible for familiarizing himself with all existing conditions. The base bid as shown in the proposal shall include all cost for work shown in drawings, specifications, and Addendums. The cost for such work shall be included in the bid. No additional compensation shall be given for such work. The Contractor shall satisfy himself as to the accuracy of all measurements prior to work.

E. AS-BUILT RECORDS

The Contractor is required to keep a current record of all field changes on jobsite at all times. They shall be legibly marked on his plan and shall become property of the Perkins Public Library Trust prior to completion for purposes of constructing an as-built record of this project.

F. ARRANGEMENT AND CHARGE FOR WATER FURNISHED BY THE CITY

If the Contractor desires to use City water, he shall pay the rate established by City Ordinance for such service and he shall make complete and satisfactory arrangements with the City Utility Department for so doing. Flush meters will be used and the Contractor shall deposit the cost of the flush meter with the Utility Department and will pay for repairs and maintenance of the meter for the period which he has the meter in use in his possession. Contractor shall be charged for the amount of water he uses, including any monthly minimum charge.

G. USE OF FIRE HYDRANTS

The Contractor or his employees shall not open, turn off, interfere with, attach pipe or hose to, or connect anything with any fire hydrant, stop valve or stop cock or tap any water-main belonging to the City unless duly authorized to do so by the Owner.

H. PROTECTION AND OPENING TO PEDESTRIANS AND TRAFFIC

The Contractor is required to receive permission from the City Manager to close any traffic lanes or alleys or roads during construction. No road shall be permanently or temporarily closed without prior approval by the City Engineer. The Contractor shall conduct his work so as to interfere as little as possible with public travel, whether vehicular or pedestrian; whenever it is necessary to cross, obstruct, or temporarily close roads, driveways and walks, whether public or private. The Contractor shall, at his own expense, provide and maintain suitable and safe bridges, detours, barricades, signing, lighting, striping and/or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owners of private drives before interfering with them; provided, however, that such maintenance of traffic will not be required at any point where the Contractor has obtained permission from the owner and/or tenant of private property, or from the authority having jurisdiction over public property involved to obstruct traffic at any designated point thereon and for the duration of whatever period of time as may be agreed upon. All work pertaining to traffic control shall be in accordance with the latest revision of "The Manual on Uniform Traffic Control Devices."

I. MATERIALS & CONSTRUCTION

All materials and construction shall be in accordance with the City of Perkins Standard Specifications for Construction (Standard Specifications) and Construction Standards unless noted otherwise in drawings.

J. TESTING AND ACCEPTANCE REQUIREMENTS

Testing shall be done and paid for by the Perkins Public Library Trust. Contractor is to review with the Perkins Public Library Trust stages of work and testing required and to notify the Perkins Public Library Trust when stages of work are ready for testing.

K. PROTECTION AND PRESERVATION OF PROPERTY AND LANDSCAPE

The Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. The Contractor shall furnish such watchmen, guards, fences, warning signs, lights and walkways, and shall take all other precautions as shall be necessary to prevent damage to persons or property. All structures and improvements damaged by the Contractor, his employees, subcontractors, or agents, shall be restored to a condition as good as when he entered upon the work. The duty of the Engineer to conduct construction inspection of the Contractor's performance does not include any review of the adequacy of the Contractor's safety measures in, on, or near the construction site or sites. The Engineer has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform his work.

Trees remaining at the end of construction shall be adequately protected from permanent damage by reason of construction operations. Trimming of remaining trees where required shall be as directed by the Engineer.

All turf, shrubbery, and other landscaping, damaged or removed by the Contractor shall be replaced under the direction and to the satisfaction of the Owner, by and at the expense of the Contractor.

Any traffic signal loop wire, pull box, or conduit that is damaged or destroyed shall be replaced under the direction and to the satisfaction of the Owner, by and at the expense of the Contractor.

L. ADMINISTRATION MATTERS

All permits, fees, and licenses required under City Ordinance not regulated by state or federal law will be collected.