

Lori Hendricks
Wagoner County Clerk



307 E. Cherokee St.
Wagoner, OK 74467
918.485.7716
Fax 918.485.7718

Invitation to Bid

The Board of County Commissioners of Wagoner County, Oklahoma is seeking sealed bids for the NEW CONSTRUCTION OF TWO (2) 60' SPAN BRIDGES USING CROSSTOWN BEAMS.

The first bridge (NBI 9020 - Livesay Bridge) is located over Blue Creek on County Road E820RD (231st Street) approximately 1.5 miles east of Spring Hill Road (418th Street).

The second bridge is (NBI 4104 - River Road) located on 241st Street (E0830RD) approximately 0.1 miles west of N0230RD.

The successful bidder must start construction on Livesay Bridge on November 7, 2016. Construction on the second bridge location may be scheduled after the bid is awarded.

Bid # 2016-29

Date Published: May 18 and 25, 2016

Bidding Period Closing Date and Hour: June 10, 2016 @ 4:00 PM

Sealed Bid Opening Date and Hour: June 13, 2016 @ 9:00 AM

Requesting Authority: Wagoner County District 3

Bid submissions are to be: Addressed to:
Wagoner County Purchasing Agent
P O Box 156
Wagoner, OK 74477

Delivered to:
Wagoner County Purchasing Agent
307 E Cherokee
Wagoner, OK 74467

Lori Hendricks
Wagoner County Clerk
P O Box 156
Wagoner, OK 74477

Invitation to Bid
CONSTRUCTION PROPOSAL AND CONTRACT
FOR

**WAGONER COUNTY
LIVESAY BRIDGE REPLACEMENT PROJECT
WAGONER COUNTY DISTRICT 3**



**BOARD OF COUNTY COMMISSIONERS
WAGONER COUNTY, OKLAHOMA**

**James Hanning, Member
Commissioner District #1**

918-357-1927

**Chris Edwards, Chairman
Commissioner District #2**

918-485-4549

**Tim Kelley, Vice Chair
Commissioner District #3**

918-486-2170

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Return Only Items With An *

NOTICE TO BIDDERS

SEALED BIDS, submitted on forms prepared by the Board of County Commissioners of Wagoner County, Oklahoma, hereinafter referred to as the County, will be received by said COUNTY at the office of the County Clerk of Wagoner, Wagoner County Courthouse, 307 E Cherokee, Wagoner, Oklahoma 74467, until 4:00 PM on June 10, 2016. Said Bids will be publicly opened in Commissioners' Meeting Room at 9:00 AM June 13, 2016 at the regularly scheduled County Commission meeting and read aloud for:

**WAGONER COUNTY DISTRICT 3
LIVESAY BRIDGE REPLACEMENT PROJECT
WAGONER COUNTY, OKLAHOMA NBI NO. 9020**

The County reserves the right to reject any and all bids.

The County reserves the right to waive informalities or minor irregularities in the bid.

“Original Affidavit for Filing with Competitive Bid”, “Business Relationships Affidavit”, Certification of Non-Discrimination in Employment” Form and W-9 must have all blank spaces filled in, be signed, notarized as required and returned with bid or bid will not be accepted. Out of state bidders should change “State of Oklahoma” at the top of the form to indicate state where bidder is located.

Each bid greater than \$50,000.00, shall be accompanied by a certified check, cashier’s check or bid bond approved by The Board of County Commissioners in an amount of not less than five percent (5%) of the amount of the bid as a guarantee that, if awarded the contract, the bidder will enter into a contract with the Board of County Commissioners for the execution of the above-stated work, and in the event of failure to do so, there shall be paid to the Wagoner County Board of County Commissioners the sum of five percent (5%) of said bid as liquidated damages.

Bid forms and information concerning the project may be obtained after 12:00 PM May 18, 2016 from the office of the County Clerk, Wagoner County Courthouse, 307 E Cherokee, Wagoner, Oklahoma 74467 (918) 485-7712.

Bidders may contact the Wagoner County Engineer’s office at 918-485-7979 for further bidding information and to arrange inspection of the job site.

County Clerk

Date: _____

PROPOSAL WORKSHEET FOR BRIDGE #1 (LIVESAY)

LUMP SUM BID:

_____ \$ _____

In Writing

Work will be completed in _____ calendar days.

Bid Bond, certified check or cashier’s check in the amount of not less than five percent (5%) must be enclosed.

Completed Affidavit for Filing with Competitive Bid, Business Relationships Affidavit, and Certification of Non-Discrimination in Employment must be enclosed.

Contractor receiving award of contract shall post wage rates at jobsite and be prepared to verify paying said rates.

This bid includes material, labor, insurance and bonding. Please note that the contractor receiving award of contract must provide Performance, Statutory and Maintenance bonds.

Wagoner County reserves the right to reject any and all bids that are not according to the specifications.

Submitted By: _____ **Title:** _____

Company: _____

Address: _____

Telephone Number: _____ **Federal Tax I.D. Number:** _____

Seal (If Corporation)

Attest: _____

Secretary

(State of Oklahoma)

§

(County of Wagoner)

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

My Commission Expires: _____

Notary Public

PROPOSAL WORKSHEET FOR BRIDGE #2 (RIVER ROAD)

LUMP SUM BID:

_____ \$ _____

In Writing

Work will be completed in _____ calendar days.

Bid Bond, certified check or cashier's check in the amount of not less than five percent (5%) must be enclosed.

Completed Affidavit for Filing with Competitive Bid, Business Relationships Affidavit, and Certification of Non-Discrimination in Employment must be enclosed.

Contractor receiving award of contract shall post wage rates at jobsite and be prepared to verify paying said rates.

This bid includes material, labor, insurance and bonding. Please note that the contractor receiving award of contract must provide Performance, Statutory and Maintenance bonds.

Wagoner County reserves the right to reject any and all bids that are not according to the specifications.

Submitted By: _____ **Title:** _____

Company: _____

Address: _____

Telephone Number: _____ **Federal Tax I.D. Number:** _____

Seal (If Corporation)

Attest: _____
Secretary

(State of Oklahoma)

§

(County of Wagoner)

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

My Commission Expires: _____

Notary Public

PROJECT DESCRIPTION AND SPECIFICATIONS

The scope of work for this project includes the new construction of a 60' span bridge using Crosstown Beams, at two separate locations within Wagoner County, Oklahoma.

Bridge #1 (Livesay Bridge) is located over Blue Creek on County Road E820RD (231st Street) approximately 1.5 miles east of Spring Hill Road (418th Street).

Bridge #2 (NBI 4104 - River Road) is located on 241st Street (E0830RD) approximately 0.1 miles west of N0230RD

The County will demolish and haul away the existing structure prior to construction, as well as, provide and compact the backfill material for the bridge approaches. The Contractor will install post and guardrail on the bridge structure, the county will install the guardrail post and turndowns on the shoulder approaches.

The County will provide traffic control and Bridge Closed / Detour signage during construction.

It is specified that construction on Livesay Bridge must begin during the month of November 2016.

Replacement of the River Road Bridge may be scheduled before or after Livesay Bridge.

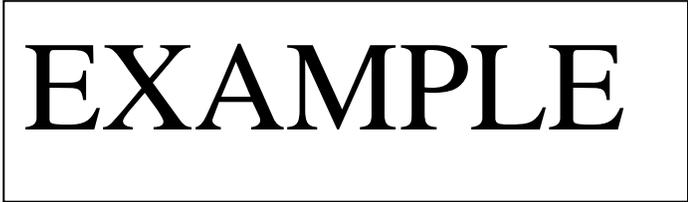
REQUIRED SPECIFICATIONS:

- 1) 1999 ODOT Bridge Standards
- 2) Composite Deck
- 3) All work IAW Standard Specifications for Highway Construction, Oklahoma State Highway Commission, 2009 edition
- 4) All Bidders must be prequalified with the Oklahoma Department of Transportation.
- 5) Wagoner County will supply the five (5) Crosstown Bridge Beams for each location for this project.

PROJECT PERFORMANCE

THIS AGREEMENT, made and entered into by and between the Board of County Commissioners of Wagoner County, Oklahoma, a political subdivision of the State of Oklahoma, and hereinafter referred to as “County”, and

Hereinafter called “Contractor”.



WITNESSETH:

That for and in consideration of the mutual terms, covenants and conditions hereinafter set forth, the parties agree as follows:

1. Recitals. The County has heretofore called for bids for the construction of the **WAGONER COUNTY GTR MODIFIED ASPHALT DEMONSTRATION PROJECT**

Hereinafter called the “Project”, same to be in accordance with the plans and specifications therefore prepared by **MONTY PROCTOR, PE, WAGONER COUNTY ENGINEER** hereinafter referred to as **Engineer**, which plans and specifications are on file in the office of the County Clerk at the Wagoner County Courthouse and are further identified as all the contract documents, blueprints, drawings and any addenda thereto and are hereby made a part hereof; all of which instruments shall be hereinafter referred to as “plans and specifications”, which shall mean the plans, specifications, drawings, general conditions and any and all other instruments prepared and filed with the County Clerk in connection with this project. Notice to Bidders dated

_____ wherein the County called for bids as aforesaid, was published in the _____ on _____ as appears more

fully in the affidavit of the Wagoner Tribune, Inc., a corporation, said affidavit being on file in the office of the County Clerk of Wagoner County Courthouse. Pursuant to advertisement for bids, the sealed bid proposal of Contractor was duly received and publicly opened on the date and at the time prescribed in the Notice to Bidders, in the County Commission Room, Wagoner County Courthouse, and read aloud as were all other bids duly received. The bid of Contractor is now on file in the County Clerk and is incorporated herein and made a part hereof by reference, as fully as if copied at length herein. By order and direction of the Board of County Commissioners of Wagoner County, Oklahoma, all bids received for this project were filed and examined to determine the lowest responsible bid therefore. Thereafter, on _____, at a regular meeting of the Board of County Commissioners of Wagoner County, Oklahoma, the Contractor’s bid was accepted as the lowest responsible bid for said construction. Contractor admits that he has visited the site of the project and that the plans and specifications are sufficient to accomplish their intended purposes, to which Contractor does agree and warrant. This contract, together with the plans and specifications, general conditions, Contractor’s bid and any other documents hereinafter identified, constitutes the entire agreement between the parties hereto.

2. Bonds, Insurance and Indemnity. Contractor’s performance bond, maintenance bond, statutory bond, and all insurance policies, shall be submitted to the County for approval by the District Attorney concurrently with the submission of this agreement. This contract shall be of no force or effect until all such bonds, insurance policies and/or insurance certificates required herein and in the contract documents are submitted to the District Attorney’s office and there approved as to form and content and placed on file in the office of the County Clerk of Wagoner County. Upon approval of the bonds, insurance policies, and/or insurance certificates required herein and the contracts due execution and filing, the Contractor’s bid bond shall be released.

Contractor shall submit all bonds, insurance policies and/or insurance certificates required in the plans and specifications and in the general conditions and contract documents, and shall do no work on this project until the same have been approved by the County. The Contractor shall purchase and maintain property insurance, if

EXAMPLE

required, upon the entire work at the site to the full insurable value thereof. This insurance shall include the interest of the County, the Contractor, Subcontractors and Sub-subcontractors in the work and shall insure against the perils of fire, extended coverage, vandalism and malicious mischief.

Contractor shall at all times save and hold the County harmless from any damage, loss or expense due to the performance of this contract and/or Contractor's operation hereunder. It is further understood and agreed that if any part of Contractor's work depends upon the work of any other contractor, firm, or person, other than one of the Contractor's sub-contractors, Contractor shall inspect and promptly report to County and/or Engineer any and all defects of such work as would render it unsuitable for proper performance under this contract. The term "Work" shall mean labor and materials and/or the furnishing and performance thereof. Failure by Contractor to inspect and report any such deficiency by any contractor other than one of his sub-contractors as not being fit, adequate and proper work for the reception of the work to be done by Contractor shall not excuse Contractor from timely, due and proper performance of his work under this contract, and this clause shall not be construed or interpreted as relieving the Contractor of any and/or the primary responsibility hereunder to report such deficiency.

Due and proper performance under this contract shall mean that all work shall be performed in a good and first-class, workmanlike manner, and the requirement of due performance of this contract in a good and workmanlike manner shall extend to and encompass any and all work done under this contract by the Contractor and/or any of his sub-contractors.

3. Scope of Work. The work to be done and performed by the Contractor is that contained in the basic bid proposal in which Contractor has agreed to do such work for the **base sum of _____**. In consideration of the payment thereof, Contractor shall, in a good and first-class, workmanlike manner, at his own cost and expense, furnish all labor, materials, and supplies, all necessary tools and equipment required to commence, perform and complete this project in strict accordance with the plans and specifications.

4. Construction. It is understood and agreed that Contractor shall, within ten (10) days after receipt of a work order, commence the performance of this contract, and shall thereafter diligently prosecute such performance until completion of same. In any event, Contractor shall complete construction and performance of this contract within _____ calendar days from the date of the work order, in accordance with the bid proposal of Contractor, and pursuant to the conditions stipulated in the general conditions. Contractor shall at all times be represented at the site of the project by a competent foreman or superintendent satisfactory to Engineer. Said representative shall have authority to act for the Contractor in all respects and in all matters concerning the work and performance of this contract, and any commitment, action or representation made by said agent shall be fully binding upon Contractor as fully as if made by it. All work shall be performed in a good and first-class, workmanlike manner in strict accordance with the said plans and specifications.

5. Title. Title to all materials to be furnished by Contractor shall remain in Contractor, and Contractor shall retain all risk of loss or injury to said materials until final approval and acceptance of complete performance of this contract.

6. Alterations and Extras. It is hereby specifically noted ~~and agreed that neither Engineer or any other agent of the County of Wagoner has authority to vary, modify or add to the terms and conditions of the contract documents to the prejudice of the County. Contractor shall not be entitled to any claim for extras in any amount, whether performed or not, unless before the commencement thereof such extras shall have been approved and authorized in writing by the Board of County Commissioners of the County of Wagoner, and ratifications of any extras subsequent to the act shall be illegal and not binding upon County.~~

EXAMPLE

7. Progress Payments. The County shall make payments on account of the contract and as provided in the contract document, as follows:

In the event Contractor has duly performed this contract without delay, deviation or default, Contractor may on or about the 10th day of each calendar month following the authorized commencement and performance of this contract, obtain Engineer's certificate of estimate as to the percent of value of completion, based on labor and

materials incorporated in the work, and of the materials suitably stored at the work site up to the last day of the preceding calendar month, and on the basis of daily certified and approved estimates of the work performed during the preceding month as submitted by the Contractor to the Engineer, together with the proofs of payment as required in the plans and specifications and the contract documents, and the County shall upon presentation of Engineer's certificate, including a sworn certification by the Engineer that work for which payment is claimed has been performed and that such work conforms to the plans and specifications for the project, pursuant to 61 O.S. Sec. 123 of the Oklahoma Public Competitive Bidding Act of 1974, and upon submission of affidavits as required by 61 O.S. Sec. 138, 74 O.S. Sec. 85.22, 85.23, pay to Contractor ninety percent (90%) of such estimates, less the aggregate of all previous payments made thereunder.

Requests for payment shall be submitted to Engineer on AIA document G702 accompanied by AIA document G702A or any other form acceptable to the County, listing the percentages of completion for the various items of the contract.

8. Subcontracts. A subcontractor is a person who has a direct contract with the Contractor to perform any of the work at the site. The Contractor shall submit a list of all Subcontractors proposed for the principal portions of the work within five (5) calendar days from the date hereof. Approval of all Subcontractors must be had before commencement of work, which approval shall not be withheld an unreasonable length of time. The Contractor shall not employ any Subcontractor to whom Engineer or the County may have a reasonable objection. In the event of any rejection of a proposed Subcontractor, the Contractor shall immediately submit an additional proposed Subcontractor for the work contemplated in the same manner as the original list.

9. Acceptance and Final Payment. Upon full performance hereof, and completion of the project, Contractor shall give written notice to Engineer that the work is ready for final inspection and acceptance, and shall at the same time submit evidence satisfactory to Engineer and the County that all payrolls, materials bills, sums due Subcontractors and any or all other indebtedness connected with the work has been fully paid. Engineer shall promptly make an inspection of the work and construction done. In the event any portion of the work is not in accordance with the plans and specifications or is faulty, whether such defect be latent or patent, discovered or undiscovered, before the final acceptance under this provision, Contractor shall at his expense remedy such deficiencies or defaults and correct any improper construction or workmanship as may be specified by the County, and/or its Engineer, and shall thereupon complete performance of this contract in accordance with the plans and specifications and these contract documents.

When, upon inspection, Engineer finds that the project has been fully completed and the contract fully performed, he shall promptly issue and deliver to the County and the Contractor Engineer's signed final certificate stating that the work specified in the contract has been completed and is ready for acceptance under the terms and conditions of this instrument. Such certificate shall state the entire balance found to be due to Contractor. Upon receipt of the final certificate from Engineer and the duly sworn certificate and affidavits as required in Section 7 above, and approval thereof by County, and a finding by County that said work has been completed according to the terms and conditions of the contract documents, County shall within twenty (20) days thereafter pay to Contractor the entire balance then due and payable under the terms of this contract. It is hereby specifically noted, understood and agreed that Engineer's certificates, whether for the issue of any progress payment or the final certificate for the issue of the final payment hereof, shall not of itself constitute an approval or acceptance of any faulty work or defective materials, whether latent or patent, neither shall any payments, whether progress payments or final payment by the County, constitute a waiver and/or acceptance of any defective or faulty workmanship or materials hereunder. On such final completion Contractor shall furnish to County a release of all claims and right of lien and sworn statements as required by law, and Contractor hereby acknowledges receipt of statutory notice to furnish the same before final payment shall be due under this contract. The full performance of this contract shall be subject to Contractor's full performance of all the obligations contained thereunder, together with the specific items and obligations and the full performance thereof contained in the contract documents, plans and specifications, general conditions, and addenda thereto, heretofore identified in this contract.

10. Discrimination Prohibited. The Contractor agrees, and further agrees to require of all Subcontractors, that no person in the United States shall, on the grounds of race, religion, color, national origin or sex be excluded from

participation in, be denied the benefits of, or be subjected to discrimination under this agreement or by performance thereof.

11. This contract is to be governed by and construed according to the laws of the State of Oklahoma. If it should appear that any of the terms hereof are in conflict with any rule of law or statutory provision of the State of Oklahoma, then the terms of the contract which may conflict with the laws of the State of Oklahoma shall be deemed inoperative and null and void insofar as they may be in conflict therewith, and shall be deemed modified to conform to such rule of law.

12. In the event of any conflict, inconsistency, or incongruity between the provisions of the Contract for Project Performance and any of the provisions of the plans and specifications, the provisions of this Contract for Project Performance shall in all respects govern and control.

IN WITNESS WHEREOF, the parties hereto have executed in multiple copies this _____ day of _____, 20 .

ATTEST:

“COUNTY”
Board of County Commissioners
Wagoner County, Oklahoma

County Clerk

Chairman

APPROVED AS TO FORM:

EXAMPLE

Assistant District Attorney

ATTEST:

“CONTRACTOR”

Secretary

Contractor

By: _____
Title

STATE OF OKLAHOMA

ss

COUNTY OF WAGONER

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

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

Notary Public

My Commission Expires:_____

My Commission Number:_____

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF OKLAHOMA)
) ss
COUNTY OF WAGONER)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that 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 statement with the architect, engineer, or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

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

Notary Public

My Commission Expires: _____

My Commission Number: _____

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

Certification with regard to the performance of Previous Contracts or Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports:

The bidder____, proposed subcontractor____, hereby certifies that he has____, has not____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has____, has not____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirement.

(Company)

By:_____

Date:_____

NOTE: The certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000.00 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

 as Principal, and

 as Surety,

are hereby held and firmly bound unto The Board of County Commissioners of Wagoner County, Oklahoma, hereinafter called the Owner, in the sum of

_____ Dollars(\$_____)
 for the payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Bidder has submitted to WAGONER COUNTY a certain bid which is attached hereto and hereby made a part thereof, to enter into agreement for the:

The condition of this obligation is such that if WAGONER COUNTY shall make any award to the Bidder, according to the terms of the advertised bidding documents of bid made by the Bidder therefore, and the Bidder shall duly make and enter into agreement with WAGONER COUNTY in accordance with the terms of said bid and award and shall, in case of failure so to do, pay to WAGONER COUNTY the damages to which the COUNTY may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void. Otherwise, it shall be and remain in full force and effect.

Signed, sealed and dated this _____ day of _____, 20 .

 Principal

By: _____

Attest:
 (Affix Corporate Seal)

 Corporate Surety

 Address

 Title

By: _____

 Title

Affidavit of Compliance

PREVAILING WAGES

I, _____
(Name of person signing affidavit) (Title)

do hereby certify that the wages paid to all employees of

(Company Name)

for all hours worked on the

(Project name and location)

project, during the period from _____ to _____ are in compliance with prevailing wage requirements of the Davis-Bacon rates in Oklahoma.

I further certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages paid in connection with this project, other than those provided by law.

(Signature of Officer or Agent)

Sworn to and subscribed in my presence this _____ day of _____, 20_____.

(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

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

DATED this _____ day of _____, 20_____.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with the Board of County Commissioners of Wagoner County, Oklahoma dated _____, 20_____, for

all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of the County Clerk, of Wagoner County, Wagoner County Courthouse, Wagoner, 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 terms of said Contract and said specifications; and if said Principal shall promptly pay, or cause to be paid, all labor, materials and/or repairs and all bills for labor performed on said work, whether by subcontract or otherwise, and if said Principal shall protect and save harmless said Board of County Commissioners of Wagoner County, Oklahoma, from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by said Principal or his or its agents, servants or employees in the construction of said work, or by or in consequence of any negligence, carelessness or

misconduct in guarding and protecting the same, or from any act or omission of said Principal or his or
Performance Bond
Page 2

its agents, servants, or employees, and if said principal shall protect and save the Board of County Commissioners of Wagoner County, Oklahoma, harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, 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 said 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:_____

ATTEST:

(Seal)

Surety:

By:_____
Attorney-in-Fact

(Seal)

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

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

DATED this _____ day of _____, 20____.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with the Board of County
Commissioners of Wagoner County, Oklahoma, dated _____, 20____,
for

all in compliance with the plans and specifications therefore, made a part of said Contract
and on file in the office of the County Clerk of Wagoner County, Wagoner County
Courthouse, Wagoner, Oklahoma.

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 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 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.

Statutory Bond
Page 2

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 said 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: _____

ATTEST:

(Seal)

Surety:

By: _____

(Seal)

Attorney-in-Fact

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal, and _____, a corporation organized under the laws of the State of _____ and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the Board of County Commissioners of Wagoner County, Oklahoma, in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States of America, said sum being equal to one hundred percent (100%) of the contract price, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this _____ day of _____, 20 _____.

WHEREAS, the said Principal has constructed certain improvements described as follows:

which said improvements have been constructed in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of the County Clerk of Wagoner County, Wagoner County Courthouse, Wagoner, Oklahoma.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall maintain said improvements for a period of one year, against any failure due to defective workmanship or materials, said year period to begin with the date of final acceptance of such completed improvements described above, then this obligation shall be null and void, otherwise to remain in full force and effect subject however to the following express provision:

The Obligee, by and through its proper representative, shall give the Principal and the Surety written notice of all repairs to fulfill the terms of this maintenance guarantee; and the said Principal and Surety shall, after receipt of any such notice, be allowed a reasonable period of time in which to make any such repairs.

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 said 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:_____

ATTEST:

(Seal)

Surety:

By:_____ **Attorney-in-Fact**

(Seal)