

**CONSTRUCTION DOCUMENTS
&
TECHNICAL SPECIFICATIONS**

for

**2018 CDBG STAR PIPE FOUNDRY
UTILITY RELOCATION PROJECT**

TOWN OF SOUTH COFFEYVILLE, OKLAHOMA

May 2018

For Bidding and Construction

A handwritten signature in black ink, appearing to be "H. O. De..." with a stylized flourish at the end.

Set No. _____

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SECTION 00100

Attachment 5

407-27 July 7, 2014

ADVERTISEMENT FOR BIDS

The Town of South Coffeyville
PO Box 100
419 Willow Street
South Coffeyville, OK 74072
City Hall: (918) 255-6045
Fax: (918) 255-6430

Separate SEALED BIDS for the construction of the 2018 CDBG STAR PIPE FOUNDRY UTILITY RELOCATION PROJECT will be received by the Town of South Coffeyville at the office of the Town Clerk until 2 pm, CDST, on the Thursday 14th day of June, 2018, and then at said office publicly opened and read aloud in the Town Hall Council Chambers. A Voluntary Pre-Bid Meeting is scheduled for Tuesday, June 5th, 2018 @ 2pm CDST and will be held in the Town Hall Council Chambers with a site visit following. Construction of the new building has begun so site access is limited.



Project consists of the construction of 1,500 LF of 4" PVC Force Main and 1,500 LF of 6" PVC Water Line with all appurtenances to replace the utilities under the new Star Pipe Foundry building for the expansion for the expansion of the industry. Work shall also include the setting of a dog house manhole on the existing line and fire hydrants along the water line alignment. Note: all pavement shall be bored and utilities cased. All utilities under future paved roads will be open cut and cased.

All bids must include assurances that the following provisions will be complied with:

1. Federal Labor Standards Provisions, US Department of Labor, 29 CFR 5;
2. Section 3 of the Housing and Urban Development Act of 1974, as amended; 12 U.S.C. 1701U, which requires that, to the greatest extent feasible, opportunities for training and employment be given lower-income residents of the project area and contracts for work in substantial part by persons residing in the area of the project;
3. Section 109 of the Housing and Community Development Act of 1974, which assures that no person shall, on the grounds of race, color, natural origin or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination;
4. Certification of Non-Segregated Facilities, which assures the bidder does not maintain or provide any segregated facilities;
5. Equal Opportunity Provisions – Executive Order 11246, as amended, which assures non-discrimination;
6. Minority Business Enterprise and Women Business Enterprise provisions which encourage minority-owned business and women-owned businesses to bid on the project;
7. Assurances that surety companies executing bonds appear on the Treasury Department's list and are authorized to transact business in the State where the project is located.

The CONTRACT DOCUMENTS may be examined and/or obtained after May 15, 2018 at South Coffeyville Town Hall, 419 Willow Street, South Coffeyville, OK 74072, Phone: (918) 255-6045, Fax: (918) 255-6430. Purchased copies for bidding purposes can be acquired upon payment of \$50.00 for each set, which is non-refundable and is for reproduction costs only.

The Contract documents may be examined electronically at the following locations:

<p>Southwest Construction News Services 7170 S. Braden, Suite #165 Tulsa, Oklahoma 74136 Phone: #918-493-5066 - FAX #918-493-5069 thressie@swcnews.com</p>	 <p>30 Technology Pkwy S Ste. 100 Norcross, GA 30092 phone: 323.602.5079 ext. 75303 fax: 866.570.8187 www.ConstructConnect.com</p>
 <p>4115 S. Providence, Suite 105 Columbia, MO 65203 eplan@eplanbidding.com</p>	<p>McGraw Hill Construction Dodge www.construction.com Planroom: www.dodgeplans.construction.com</p>

Or by sending an e-mail to: dhender777@gmail.com.

_____ Clerk Date 5/11/2018

SECTION 00110

REQUIREMENTS FOR BIDDERS

In accordance with the State Law, the following documents must be included in each Bid Proposal packet submitted for consideration. Failure to submit all of the items called for may render the bid proposal incomplete, thus eliminating the bidder from further consideration. Required documents are:

Contract Documents and Specifications for **2018 CDBG STAR PIPE FOUNDRY UTILITY RELOCATION PROJECT**

Complete the following documents, bid together and submit as your bid:

1. Bid - Section 00200
2. Proposal Guaranty in the amount of five percent (5%) of the total bid - Section - 00210
3. Bid Affidavits - Section 00220
4. Statement of Bidder's Qualifications - Section 00230
5. Certificate of Non-Discrimination - Section 00240

SECTION 00120

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders, which are defined in the Standard General Conditions of the Construction Contract, have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

2. COPIES OF THE BIDDING DOCUMENTS

- 2.1 Complete sets of the bidding documents for the noted sum may be obtained from H. Dwayne Henderson, P.E., 1909 Oak Ridge Drive, Claremore, Oklahoma 74017.
- 2.2 Complete sets of bidding documents shall be used in preparing Bids. Incomplete sets of bidding documents will not be issued.
- 2.3 Owner, in making copies of bidding documents available on the above terms, does so only for the purpose of obtaining Bids on the work and does not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

- 3.1 Bidders shall complete "Statement of Bidder's Qualifications", Section 00230 of these specifications, and submit with their bid proposal.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1 Before submitting bid, each Bidder must: (a) Examine the Contract Documents thoroughly; (b) Visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work; (c) Familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, or performance of the Work; and (d) Study and carefully correlate Bidder's observations with the Contract Documents.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement and the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work. **No conditional bids are to be accepted.**

5. INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to Owner in writing. Replies will be issued by Addenda mailed to or delivered to all parties recorded by Owner as having received the Bidding Documents. Questions received less than two days prior to the date of opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. BID SECURITY

6.1 Bid Security shall be made payable to Owner in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (**the form in Section 00210 of these documents MUST be used**) issued by a Surety meeting the requirements of the General Conditions.

6.2 The Bid Security of the successful bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned. If the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within ten (10) days of the Notice of Award, Owner may annul the Notice of Award, and the Bid Security of that Bidder will be forfeited. Owner may retain the Bid Security of any Bidder whom Owner believes to have a reasonable chance of receiving the award, until the seventh day after the "effective date of the Agreement" between the Owner and the Contractor. Bid Security of other Bidders will be returned within fourteen (14) days after the Bid Opening.

7. CONSTRUCTION TIME

The construction contract time for this project is **60** calendar days. The Owner may grant time extensions for delays considered beyond the contractor's control.

8. LIQUIDATED DAMAGES

Provisions for liquidated damages are set forth in the Agreement.

9. SUBSTITUTE MATERIAL AND EQUIPMENT

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of materials may be furnished or used by the Contractor, if acceptable to Owner, application for such acceptance will not be considered by Owner until after the "effective date of the Agreement". The procedure for submittal of any such application by Contractor and consideration by Owner is set forth in the General Conditions, which may be supplemented in the General Requirements.

10. SUBCONTRACTORS, ETC

10.1 If the Project Specifications require the identity of certain Subcontractors, supplies and manufacturers to be submitted to Owner in advance of the Notice of Award, the apparent successful Bidder, and any other Bidder so requested, will within seven (7) days after the day of the Bid opening submit to Owner a list of all Subcontractors, suppliers and manufacturers proposed for those portions of the work as to which such identification is so required. An experience statement shall accompany such list with pertinent information as to similar projects and other evidence of qualification for each Subcontractor, supplier, and manufacturer, if requested by Owner. If Owner has reasonable objection to any proposed Subcontractor, supplier or manufacturer, they may, before giving the Notice of Award, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder. His declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor, supplier or manufacturer to whom Owner or Project Manager does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Project Manager.

10.2 In contracts where the Contract Price is based on a lump sum price, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to Owner those portions of the work that Bidder proposes to subcontract. After the Notice of Award, he may only subcontract other portions of the work with Owner's written consent.

11. BID FORM

11.1 The Bid Form is attached hereto; additional copies may be obtained from the Owner.

11.2 Bid Forms must be completed in ink or by typewriter.

11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer, accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

11.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.5 All names must be typed or printed below the signature.

11.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

11.7 The address to which the communications regarding the Bid are to be directed must be shown.

12. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Advertisement for Bid and shall be included in an opaque sealed envelope. The envelope shall be marked with the Project Title and name and address of the Bidder and accompanied by the complete Contract Document Booklet with all documents signed as described previously. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

13. MODIFICATION AND WITHDRAWAL OF BIDS

13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

14. OPENING OF BIDS

Bids will be opened publicly.

14.1 When Bids are opened publicly, they will be read aloud and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the bid opening.

15. BIDS TO REMAIN OPEN

The Bid acceptance period is sixty (60) calendar days following the day of the Bid opening, but owner may, in his sole discretion, release any bid and return the Bid Security prior to that date.

16. AWARD OF CONTRACT

16.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities; and to negotiate contract terms with the Successful Bidder; and the right to disregard all nonconforming, nonresponsive, or conditional bids. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

16.2 In evaluating Bids, Owner shall consider the qualifications of the Bidders; whether or not the Bids comply with the prescribed requirements; and alternates and unit prices requested in the Bid forms. It is Owner's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form, but Owner may accept them in any order or combination.

- 16.3 Owner may consider the qualifications and experience of Subcontractors, suppliers and manufacturers proposed for portions of the Work. The identity of Subcontractors, suppliers and manufacturers must be submitted. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.
- 16.4 Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the qualifications and financial ability of the Bidders, proposed Subcontractors, and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 16.5 Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- 16.6 The Contract shall be awarded to low responsive responsible Bidder, based on the Oklahoma "Public Competitive Bidding Act". Bidders will not be subject to the Prevailing Hourly Wage Rates.
- 16.7 If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within sixty (60) calendar days following the day of the Bid Opening..

17. PERFORMANCE AND OTHER BONDS

The General Conditions set forth the Owner's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to Owner, the required Contract Security shall accompany it.

18. SIGNING OF AGREEMENT

When the Owner gives a Notice of Award to the Successful Bidder, at least three (3) sets of the Agreement and all other contract documents will accompany it. Within ten (10) days thereafter, Contractor shall sign and deliver them to Owner with all other Contract Documents attached. Within ten (10) days thereafter, Owner will deliver a fully signed set to Contractor. Any work done by the Contractor prior to issuance of the Notice to Proceed will be at his own risk.

19. See Section 00110 for documents to be executed and submitted with the bid documents.

20. SALES AND USE TAXES

The Owner is exempt from Oklahoma State Sales and use Taxes on materials and equipment to be incorporated in the project. Upon award of the Contract, the Contractor shall be issued a Certification of Tax Exempt Public Project to be used for the duration of the project

SECTION 00200

BID

PROJECT IDENTIFICATION: **2018 CDBG STAR PIPE FOUNDRY UTILITY
RELOCATION PROJECT - REBID**

THIS BID IS SUBMITTED TO: TOWN OF SOUTH COFFEYVILLE
419 Willow Street
South Coffeyville, Oklahoma 74072

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract price and within the Contract time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid acceptance period is thirty (30) calendar days following the day of Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) Bidder has examined copies of all the Contract Documents and of the following addenda:

<u>Addendum Number</u>	<u>Date</u>

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement for Bids and the Instructions to Bidders;

- (b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.

Water Service Relocation

Item #	Item	Quantity	Unit	Unit Price	Total Price
1	Mobilization/Demobilization	1	LS	\$	\$
2	Right-of-way Clearing	1	LS	\$	\$
3	Provide and Install 6" SDR-21 PVC Water Line, open cut	1,200	LF	\$	\$
4	Provide and Install 6" SDR-21 PVC Water Line, in Casing	105	LF	\$	\$
5	6" Resilient Wedge In-Line Gate Valves, MJ x MJ with Transition Gaskets with boxes, Installed	2	EA	\$	\$
6	Fire Hydrant Assembly, 3-way (1-5-1/4", 2-2"), includes tee, DIP pipe, swivel adaptor. Installed and In-Place	5	EA	\$	\$
7	12" SDR-17, HDPE Casing, Installed by Open Cut	30	LF	\$	\$
8	12" SDR-17, HDPE Casing, Installed by Bore	75	LF	\$	\$
9	6" x 3/4" Water Tap and Service Line Reconnection, Installed	2	EA	\$	\$
10	3/4" Poly Service Line	200	LF	\$	\$
11	Pavement Removal and Disposal	100	SY	\$	\$
12	Asphalt Pavement Replacement	100	SY	\$	\$
13	Gravel Replacement	100	SY	\$	\$
14	Provide and Install 10" x 6" Tapping Tee and Gate Valve, Installed	1	EA	\$	\$
15	Provide and Install 6" x 2" Tapping Saddle, Gate Valve, Installed on 2" Water Line at 3 rd and Osage	1	EA	\$	\$
16	Clean-up	1	LS	\$	\$
17	Flowable Fill	50	CY	\$	\$
SUBTOTAL – Water Relocation					\$

Sewer Service Relocation

Item #	Item	Quantity	Unit	Unit Price	Total Price
101	Provide and Install 4" SDR-26 PVC Pressure Pipe, open cut	1,290	LF	\$	\$
102	Provide and Install 4" SDR-26 PVC Pressure Pipe, in Casing	150	LF	\$	\$
103	4" Resilient Wedge In-Line Gate Valves, MJ x MJ with Transition Gaskets with boxes, Installed	1	EA	\$	\$
104	8" SDR-17, HDPE Casing, Installed by Open Cut	30	LF	\$	\$
105	8" SDR-17, HDPE Casing, Installed by Bore	75	LF	\$	\$
106	Provide and Install New Dog House Manhole, Complete	1	EA	\$	\$
107	Connect New Force Main to Existing Force Main	1	EA	\$	\$
108	Connect New Force Main to new Manhole	1	EA	\$	\$
SUBTOTAL – Sewer Relocation					\$

BID SUMMARY

4. BIDDER agrees that the Work will be completed and ready for final payment in accordance with the General Conditions on or before the dates or within the number of calendar days indicated below

BIDDER accepts the provisions of the Agreement as to liquidated damages of \$200.00 for each consecutive calendar day in the event of failure to complete the project within number of calendar days.

5. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Security in the form of _____.
 - B. Statement of Bidder's Qualification, Section 00230; and
 - C. All forms listed in Instructions to Bidders, and Section 00110.
6. The terms used in this Bid, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents, have the meanings assigned to them in General Conditions.

SUBMITTED ON _____, _____.

BY: _____

COMPANY: _____

IF BIDDER IS:

An Individual

By: _____ (SEAL)
(Individual's Name)

doing business as _____

Business Address: _____

Phone No: _____

A Partnership

By: _____ (SEAL)
(Firm Name)

(General Partner)

Business Address: _____

Phone No: _____

A Corporation

By: _____
(Corporation Name)

(State of Incorporation)

By: _____
(Name of Person Authorized to Sign)

(Title)

(CORPORATE SEAL)

Attest: _____
(Secretary)

Business Address: _____

Phone No: _____

A Joint Venture

By: _____
(Name)

(Address)

By: _____
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

SECTION 00210

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal, and _____
_____ as Surety, are hereby held and firmly bound unto TOWN OF
SOUTH COFFEYVILLE, OKLAHOMA, as OWNER, in the penal sum of
_____ for the payment of which, well and truly to be made, we
hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of _____, _____.

The Condition of the above obligation is such that whereas the Principal has submitted to TOWN OF SOUTH COFFEYVILLE, OKLAHOMA, a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the execution of construction of _____ ;

NOW, THEREFORE,

- (a) If said Bid shall be rejected,
- (b) If said Bid shall be accepted and the principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

ATTEST: (if by Corporation)

Surety

By:_____

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.

SECTION 00220

BID AFFIDAVITS

The following affidavits are to accompany the bid:

A. NON-COLLUSION AFFIDAVIT

STATE OF _____)
) SS
COUNTY OF _____)

_____, 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 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 government 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 government official concerning exchange of money or any other thing of value for special consideration in the letting of a contract; that bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of TOWN OF SOUTH COFFEYVILLE (or other entity) any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

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

(SEAL)

Notary Public

My Commission Expires: _____

B. BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF _____)
) SS
COUNTY OF _____)

_____, 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 the date of 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 position 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 _____, _____.

(SEAL)

Notary Public

My Commission Expires: _____

SECTION 00230

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information (s)he desires.

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you?
9. Have you ever defaulted on a contract?
10. List Five (5) similar projects recently completed by your company, and the month and year completed. Include names and telephone numbers of these clients.
11. Background and experience of the principal members of your organization, including officers.
12. The undersigned hereby authorizes and requests any person firm or corporation to furnish any information requested by the TOWN OF SOUTH COFFEYVILLE in verification of the recitals comprising this Statement of Bidder's Qualifications.

SECTION 00240

CERTIFICATE OF NON DISCRIMINATION

In connection with the performance of work under this contract, the CONTRACTOR agrees as follows:

- A. The CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or ancestry. The CONTRACTOR shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, or ancestry. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The CONTRACTOR and Subcontractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the TOWN OF SOUTH COFFEYVILLE setting forth provisions in this section.
- B. In the event of the CONTRACTOR's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by the TOWN OF SOUTH COFFEYVILLE. The TOWN OF SOUTH COFFEYVILLE may declare the CONTRACTOR ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the CONTRACTOR.
- C. The CONTRACTOR agrees to include this non-discrimination clause in any subcontracts connected with the performance of this agreement.

I have read the above stated clause and agree to abide by its requirements.

CONTRACTOR

ATTEST:

SECRETARY

DATE: _____

SECTION 00300

AGREEMENT

THIS AGREEMENT is dated as of the ----- day of -----, by and between Town of South Coffeyville (hereinafter called OWNER) and ----- (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

2018 CDBG STAR PIPE FOUNDRY UTILITY RELOCATION PROJECT

The project for which the Work under the contract documents may be the whole or only a part, is described as follows:

ARTICLE 2. ENGINEER

The project has been assigned to the Project Manager or his duly authorized representative, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The Work will be substantially completed within **60** calendar days from the date of Notice to Proceed; therefore, the Work will be completed and ready for final payment in accordance with the General Conditions on or before _____, _____.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER, if the Work is any such proof. OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Two Hundred Dollars (\$200.00 for each consecutive calendar day that expires after the time specified in paragraph 3.1 for substantial completion until the Work is substantially complete.

ARTICLE 4. CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds the lump sum amount that follows:

-----).

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions on the Pay Estimate Forms included as Exhibit "A" to this Agreement. OWNER as provided in the General Conditions will process applications for Payment.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment in accordance with the TOWN OF SOUTH COFFEYVILLE's Payment Schedule included as Exhibit "B" to this Agreement during construction as provided below. All progress payments will be on the basis of the progress of the Work.

5.1.1 Prior to Substantial Completion, progress payments shall not exceed an amount equal to 90% of the Work completed.

5.1.2 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as OWNER shall determine in accordance with the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with the General Conditions, OWNER shall pay the Contract Price.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized himself with the nature and extend of Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which were relied upon by OWNER in the preparation of the Drawings and Specifications and which have been identified in the Project Specifications.

6.3 CONTRACTOR has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those referred to in paragraph 6.2 as he deems necessary for the performance of the Work at the Contract price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no

additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including the General Conditions.

6.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.6 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to CONTRACTOR.

6.7 CONTRACTOR has obligated himself to the OWNER to be responsible for the workmanship, labor and materials used in the project for one (1) year after the OWNER has accepted the project.

6.8 CONTRACTOR understands that he will be exempt from all sales tax on materials and other items necessary for the completion of the project. The OWNER has issued him a Certification of Tax Exempt Project enclosed as Exhibit "C" of this Agreement.

ARTICLE 7. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR, are attached to this Agreement, made a part hereof, and consist of the following:

- 7.1 This Agreement (pages 1 to 5 inclusive).
- 7.2 Exhibits "A", "B" and "C" to this Agreement.
- 7.3 Advertisement for Bids (Section 00100).
- 7.4 Instructions to Bidders (Section 00120).
- 7.5 Performance Bond (Section 00410).
- 7.6 Maintenance Bond (Section 00420).
- 7.7 Statutory payment Bond (Section 00430).

- 7.8 Notice of Award (Section 00510).
- 7.9 Notice to Proceed (Section 00520).
- 7.10 Change Order (Section 00600).
- 7.11 General Conditions (Section 00700).
- 7.12 Project Specifications (Section 00800).
- 7.13 Special Provisions (Section 00900).
- 7.14 Project Drawings, consisting of Sheet 1 to 2, inclusive, and Standard Drawings.
- 7.15 Addendum Numbers ___ to ___, inclusive.
- 7.16 CONTRACTOR'S Bid
- 7.17 Documentation submitted by CONTRACTOR prior to Notice of Award (pages ___ to ___ inclusive).
- 7.18 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in the General Conditions).

ARTICLE 8. MISCELLANEOUS

8.1 Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereby have signed this Agreement in triplicate. One counterpart has been delivered to CONTRACTOR, the remaining two belong to OWNER. OWNER and CONTRACTOR have signed all portions of the Contract Documents.

This Agreement will be effective on _____

OWNER: Town of South Coffeyville

CONTRACTOR: _____

By _____

By _____

(SEAL)

(SEAL)

ATTEST:

Title

Title

Address for giving notices:

CERTIFICATE OF APPROVAL
OF CONTRACT AND BONDS

I, the undersigned, _____, the duly authorized and acting legal representative of _____, do hereby certify as follows:

I have examined the construction contract between the contractor, _____, and the above-named entity, and the surety bonds given by the contractor in connection with the performance of said contract, and the manner of execution of the contract and surety bonds; and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto, acting through their fully authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named therein; and that the foregoing contract and surety bonds constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Dated this _____ day of _____, _____.

Attorney

_____ County, Oklahoma

CLAIM OR INVOICE AFFIDAVIT

STATE OF OKLAHOMA)
)SS
COUNTY OF _____)

The undersigned (Architect, Contractor, Supplier, Engineer or Supervisory Official), of lawful age, being first duly sworn, on oath says that this (Invoice, Claim or Contract) is true and correct. Affiant further states that the (work, services or materials) as shown by this Invoice or Claim have been (completed or supplied) in accordance with the Plans, Specifications, orders or requests furnished to the Affiant. Affiant further states that (s)he has made no payment, nor given, nor donated, or agreed to pay, give, or donate, either directly or indirectly, to any elected official, officer, or employee of the State, County, or Town of money or any other thing of value to obtain payment or the award of this contract.

Contractor or Supplier

Subscribed and sworn to before me this _____ day of _____, 2009.

Notary Public

My Commission Expires:_____

Architect, Engineer or other Supervisory Official

Subscribed and sworn to before me this _____ day of _____, 2009

Notary Public

My Commission Expires:_____

NOTE: Strike out words not appropriate and sign appropriate signature line. Architect, Engineer approval is not required for Contractor or Supplier Affidavit.

EXHIBIT "C"

CERTIFICATION OF TAX EXEMPT PUBLIC PROJECT

The TOWN OF SOUTH COFFEYVILLE hereby certifies that:

_____. has duly entered into a public contract pursuant to the law for the following purposes, to-wit:

2018 CDBG STAR PIPE FOUNDRY UTILITY RELOCATION PROJECT

Accordingly, under the provisions of 68 O.S. §1356(1), the sale of tangible personal property or services necessary for carrying out such public contract to the contractor or any sub-contractor to such public contract are exempt from sales tax. Any contractor, or sub-contractor of such public contract shall certify, in writing, on the copy of the invoice or sales ticket to be retained by the vendor that the purchases are necessary for carrying out such public contract with the TOWN OF SOUTH COFFEYVILLE.

OKLAHOMA

TOWN OF SOUTH COFFEYVILLE,

(SEAL)

By _____
Town Clerk

SECTION 00410

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(corporation, partnership or individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name/Address of Owner)

hereinafter called OWNER, in the total aggregate penal sum of _____ in
lawful money of the United States, for the payment of which sum well and truly to be made, we
bind ourselves, successors, and assign, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into
a certain contract with the OWNER, dated the _____ day of _____, a copy of
which is hereto attached and made a part hereof, for the construction of:

NOW, THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties, all
the undertakings, covenants, terms, conditions, and agreement of said contract during the original
term thereof, and any extension thereof which may be granted by the OWNER, with or without
notice to the surety, and if he shall satisfy all claims and demands incurred under such contract
and shall fully indemnify and save harmless the OWNER from all costs and damages which it
may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay
and expense which the OWNER may incur in making good any default, then this obligation shall
be void; otherwise to remain in full force and effect.

NOW THEREFORE, if said PRINCIPAL shall pay or cause to be paid to the OWNER all damage, loss and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of one (1) year from and after acceptance of said project by the OWNER 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 the OWNER 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.

PROVIDED, FURTHER, that the SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder of the specifications accompanying same shall in any way affect obligation on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that it is expressly agreed that the bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the contract not increasing the contract price more than twenty (20%) percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the contract as so amended. The term "Amendment", wherever used in this bond, and whether referring to this bond, the contract or the loan documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in ____ counterparts, each of which shall be deemed an original, this the ----- day of -----

ATTEST:

PRINCIPAL

(Principal) Secretary

(SEAL)

By _____

(Witness as to Principal)

(Address)

(Address)

ATTEST:

SURETY

(Witness as to Surety)

(Address)

By _____
(Attorney-in-Fact)

(SEAL)

(Address)

NOTE: Date of bond must not be prior to date of contract. If contractor is partnership, all partners should execute contract.

SECTION 00420

MAINTENANCE BOND

WHEREAS, the undersigned, _____ has executed Contract No. One dated ----
----- day of _____, designated
_____, including
all of the work mentioned and described in said Contract, and to be performed by the
undersigned strictly and punctually in accordance with the terms, conditions, plans and
specifications thereof,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That

_____ of _____ as Principal

and _____

of _____ as Surety,

are jointly and severally, firmly held and bound unto OWNER in the sum of _____
----- lawful money of the United States of America, same being the approximate cost of the
Contract herein referred to, for the payment of which sum well and truly to be made, we hereby
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

THE CONDITION OF THIS BOND is such that the said Principal and Surety herein
named do hereby agree and bind themselves unto and guarantee the OWNER that all work done
under said contract, was constructed to conform with specifications prepared by **H. Dwayne
Henderson, P.E.** and in such a manner that the same shall endure without need of any repair
arising from defective workmanship or materials for a period of one year from and after the
formal acceptance of said project by the OWNER, and that at the expense of said Principal
and/or Surety, all failures occurring and arising from any defect in material or workmanship
within said period of one year shall be promptly repaired, within ten (10) days after notice to said
Principal by letter deposited in the United States mail, addressed to said Principal at
_____ and copied to said
Surety; and it being further agreed that upon the neglect, failure or refusal of the Principal to
make any needed repairs or backfills upon said project or any work connected therewith within
the aforesaid ten (10) day period or other Town negotiated period, that the said Principal and
Surety shall jointly and severally be liable to the OWNER for the costs and expenses of making
such repairs or backfills, or making good such defects or imperfections.

NOW, TEHREFORE, if the said Principal and Surety shall faithfully and securely keep and
perform all of the obligations herein provided to be kept and performed by them, or either of
them, then this obligation shall be null and void and of no force and effect, otherwise to be and
remain in full force and effect at all times.

SIGNED, SEALED AND DELIVERED this day of .

ATTEST:

Contractor (Principal)

Title

Title

(SEAL)

(SEAL)

Surety

Attorney-in-Fact

(SEAL)

(Accompany the bond with a Power of Attorney)

SECTION 00430

STATUTORY PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT we, _____, as Principal, and _____, a corporation organized under the laws of _____, as Surety, are held and firmly bound unto the State of Oklahoma, in the amount of _____ for the payment of which we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Dated _____ day of _____.

WHEREAS, the said _____ did on the _____ day of _____, enter into a certain contract with the

WHEREAS, this bond is given in compliance with OKLAHOMA STATUTES ANNOTATED, 1941, Title 61, Sections 1 and 2, as amended.

NOW, THEREFORE, the conditions of the obligation are such that the proper and prompt completion of the work in accordance with the contract and shall ensure that the contractor shall pay all indebtedness incurred by said contractor, his subcontractors, and all materialmen for such labor, material, rental of machinery or equipment as are used or consumed in the performance of said contract, then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day first above written.

PRINCIPAL

(SEAL)

By _____

BONDING COMPANY

(SEAL)

By _____
Attorney-in-Fact

SECTION 00510
NOTICE OF AWARD

TO:

Project Description: **2018 CDBG STAR PIPE FOUNDRY UTILITY RELOCATION PROJECT**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids first published on _____, and Instructions to Bidders.

You are hereby notified that your BID for the above title project has been accepted for items in the amount of _____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance and Maintenance and Statutory Payment Bonds and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2018.

THE TOWN OF SOUTH COFFEYVILLE, OKLAHOMA

By: _____
Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____ this _____ day of _____, 2018 and I hereby certify that that this firm does not appear on the list of parties excluded from federal procurement and non-procurement programs, i.e., the list of debarred contractors..

By: _____ Title: _____ Date: _____

SECTION 00520

NOTICE TO PROCEED

TO:

DATE:

PROJECT: **2018 CDBG STAR PIPE FOUNDRY UTILITY RELOCATION PROJECT** -

You are hereby notified to commence WORK in accordance with the Agreement dated -----
-----, on or before -----, and you are to complete the above work in
----- calendar days. The date of completion of all WORK.

THE TOWN OF SOUTH COFFEYVILLE, OKLAHOMA
Owner

By: _____
Mayor/Clerk

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____
_____ this _____ day of _____, 2018.

By: _____

Title: _____

SECTION 00600
CHANGE ORDER

PROJECT:

CHANGE ORDER NUMBER:

CONTRACT DATE:

DATE:

TO CONTRACTOR:

CONTRACT FOR:

The Contract is changed as follows:

Not valid until signed by the Owner and Contractor

The original Contract Sum was	\$	
Net change by previously authorized Change Orders	\$	
The Contract Sum prior to this Change Order was	\$	
The Contract Sum will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$	
The new Contract Sum including this Change Order will be	\$	
The Contract Time will be (increased) (decreased) (unchanged) by		(_____) days.
The date of Substantial Completion as of the date of this Change Order therefore is _____.		

NOTE: This summary does not reflect changes in the Contract Sum Time which have been authorized by Construction Change Directive.

CONTRACTOR

OWNER

ADDRESS

ADDRESS

BY

BY

DATE

DATE

SECTION 00605

WORK CHANGE DIRECTIVE

NO. : _____ PREPARED BY: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____ CONTRACTOR : _____

PROJECT: _____

You are directed to proceed promptly with the following change(s):

Description:
Purpose of Work Change Directive:

Attachments: (List of documents supporting change)

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in Contract Price:

- Unit Prices
- Lump Sum
- Cost of the Work _____

Estimated increase in Contract Price

Times:

\$ _____

If the change involves an increase, the estimated amount is not be exceeded without further authorization.

Times:

Substantial Completion _____ days;

Ready for final payment _____ days.

ACCEPTED: _____

AUTHORIZED: _____

ACCEPTED

OWNER

By: _____ By: _____

SECTION 00610

RELEASE OF CLAIMANT

PROJECT:

Date:

To: OWNER:

From: CONTRACTOR:

Ladies and Gentlemen:

We hereby acknowledge receipt _____dollars (\$ _____) in full payment of our contract dated _____ for work, which we did for your company, which is described in our contract.

I certify that I have been paid in full for all materials purchased and all labor employed in the performance of this contract and that there are no claims against me as an employer under this contract on account of injuries sustained by workmen employed by us thereunder. I hereby release you from any and all claims arising by virtue of this contract.

WARNING

The making of any false statement or misrepresentation herein may be a crime punishable under Title 18 USC §1001, which provides in part: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully makes any false, fictitious or fraudulent statement or representation or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined no more than \$10,000 or imprisoned not more than five years, or both."

Sincerely,

CONTRACTOR: