



Request for CONSTRUCTION OF TWO SINGLE FAMILY HOMES

Bid Title Request for Bids for Construction of Two Single Family Homes

Project Location: 200 S. Noble, Hinton, Oklahoma 73047
Lots 1-2, Block 37, Hinton OT

204 S. Noble, Hinton, Oklahoma 73047
Lots 3-4, Block 37, Hinton OT

RFP Issued March 14, 2024

Mandatory Pre-Bid Meeting Wednesday March 27, 2024 at 10:00 a.m.

Questions/Clarifications End Date April 5, 2024 (4:00 p.m. CST)

Proposals Due April 10, 2024 (4:00 p.m. CST)

Bid Opening April 10, 2024 (4:30 p.m. CST)

Award Contract April 24, 2024 (6:00 p.m. CST)

Work to Commence No later than June 1, 2024

Work to be Completed No later than March 1, 2025

Bid Contact(s) *Questions/Clarifications* (must be submitted in writing):
Jason Garner, HEDA Director
123 E. Main Street
Post Office Box 519
Hinton, Oklahoma 73047
Email: hedahint@hintonet.net
Phone: (405)542-3323

Bid Submission:
Jason Garner, HEDA Director
123 E. Main Street
P.O. Box 519
Hinton, Oklahoma 73047



Request for Proposals Construction of Two Single Family Homes

BID PACKET – Contents

TAB

Cover Sheet

Table of Contents

- 1 Information for Bidders
- 2 Advertisement for Bids
- 3 Request for Proposals and Instructions
- 4 Bid Bond
- 5 Business Relationship Affidavit
- 6 Non-Collusion Affidavit
- 7 Proposed form of/draft Contract
- 8 Nondiscrimination Certificate
- 9 Non-Kickback Affidavit
- 10 Payment and Performance Bond
- 11 Maintenance Bond
- 12 Tobacco-Free Affidavit
- 13 [Intentionally Omitted]
- 14 Bidder Information
Project Elevation & Floor Plan/Specifications/Project Parameters

INFORMATION FOR BIDDERS

The Hinton Economic Development Authority, a public trust with the Town of Hinton, Oklahoma as its sole beneficiary (“HEDA”) will receive sealed bids at the HEDA Office, 123 E. Main Street, Hinton, Oklahoma, 73047 (Town Hall) **until 4:00 p.m. on April 10, 2024** for:

CONSTRUCTION OF TWO SINGLE FAMILY HOMES

Proposals shall be made in accordance with the Request for Bids and all associated documents which are on file and available for examination by contacting Jason Garner, HEDA Director, or via the Town of Hinton’s website, www.hintonok.com.

Proposals received more than 96 hours (excluding Saturdays, Sundays, and holidays) before the time set for opening and proposals received after the time set for opening will not be considered and will be returned unopened.

A cashier’s or certified check on a solvent bank located in Oklahoma or a Bidder’s Bond in the amount of five percent (5%) of the entire bid shall accompany each sealed proposal. This shall be a guarantee of the bidder’s willingness and ability to perform the contract and an assurance that the bidder will enter into the written contract with HEDA to perform the work and/or furnish the materials in accordance with the plans and specifications, and to furnish all required bonds, within the time required after acceptance of the proposal. Said amount will be retained by HEDA as liquidated damages in case the successful bidder fails to enter into the contract and provide bonds as required. Deposits made by unsuccessful bidders will be returned upon execution of the contract and required bonds.

Each bid shall be accompanied by a written sworn statement that the bidder has not directly or indirectly entered into an agreement, express or implied, with any other party concerning the price or amount of the bid or proposal, or any bid or proposal; limiting the proposals/bids or bidders/bidders; paying money to anyone for promotion expenses; or parceling or farming out to any bidder/bidder or other persons any part of the contract or any part of the subject matter of the proposal/bid or of the profits thereof.

Performance, Maintenance, and Statutory Bonds in the amount of 100% of the contract price with a Corporate Surety licensed in Oklahoma and approved by HEDA will be required for the faithful performance of the contract. The bidder shall state in the proposal the name and address of the Surety or Sureties who will sign this bond in case the contract is awarded to bidder. The Maintenance Bond will guarantee any repairs needed due to improper materials or workmanship for a period of one (1) year after the acceptance of the work.

A mandatory pre-bid meeting will be held at 10:00 a.m. on March 27, 2024 at Hinton Town Hall. The proposal of any person or entity who was not represented at the conference will be rejected and returned unopened.

Proposals will be publicly opened and read aloud at **4:30 p.m. on April 10, 2024** at Hinton Town Hall. HEDA reserves the right to waive any informalities and the right to accept or reject any and all proposals/bids in accordance with the Oklahoma Competitive Bidding Act. Conditional proposals/bids shall not be accepted.

NOTICE OF REQUEST FOR BIDS/NOTICE TO BIDDERS

The Hinton Economic Development Authority, an Oklahoma public trust with the Town of Hinton, Oklahoma as its sole beneficiary, will receive SEALED BIDS delivered to the HEDA office, Attn: Jason Garner, Director, P.O. Box 519, 123 E. Main Street, Hinton, OK 73047 until 4:00 p.m. CST, April 10, 2024 for the construction of two single family residences. A Bid Packet for the **REQUEST FOR BIDS for the CONSTRUCTION OF TWO SINGLE FAMILY HOMES** project may be obtained from the HEDA Director or Hinton Town Clerk in person or via the Town's website: www.Hintonok.com. **A MANDATORY PRE-BID MEETING WILL BE HELD ON WEDNESDAY MARCH 27, 2024 AT 10:00 A.M.** at Hinton Town Hall. You are invited to submit a bid to supply the professional services, products, or systems specified in the Bid Packet. Bids shall be made in accordance with this Notice, the Bid Packet, and applicable law. By submitting a Bid, the Bidder certifies that it, and any proposed subcontractor, complies 25 O.S. §1313 and participates in the Status Verification System. The Hinton Economic Development Authority reserves the right to waive formalities, irregularities, and defects in any or all proposals, except as otherwise required by law. HEDA reserves the right to reject any or all bids; to reject a portion of any or all bids; to negotiate and execute or to not negotiate or execute a pricing agreement/contract with any bidder; and to solicit new or different bids. HEDA reserves the right to negotiate and/or contract with one or more bidders for all or a portion of any bid or proposed services, materials, or work. Bids timely received in the HEDA Office shall be opened and reviewed as set forth in the Bid Packet.

Request for Proposals and Instructions

A. Introduction and Background.

The Hinton Economic Development Authority, an Oklahoma public trust with the Town of Hinton, Oklahoma, as its sole beneficiary, seeks proposals to construct two (2) single family homes on property owned by HEDA. The project goal is to help meet the significant need in Hinton for affordable workforce housing. Upon completion, HEDA will offer the homes for sale. The homes will be required to be **owner occupied** for at least five (5) years.

The two homes will be constructed simultaneously on adjacent lots which are owned by HEDA and located within the 200 block of S. Noble Street in Hinton. Utility services are available to the properties. The basic floor plan and specifications are part of this Bid Packet. All Bidders should note:

- The same plan will be used for both homes, but one floor plan should be reversed.
- Where specific products, features, or methods are identified in the specifications, alternatives may be proposed, provided Bidder explains the need/preference for the alternative. Please note Section (B)(4) below.
- Modifications to the specifications may be proposed, provided the modifications are clearly described and explained. Please note Section (B)(4) below.
- HEDA will make all selection decisions within the successful Bidder's allocated budget for the category or item. This shall include, but not necessarily be limited to:
 - Color schemes, including paint colors
 - Flooring style and color
 - Cabinetry style and colors
 - Hardware
 - Fixtures and lighting
 - Brick and siding

B. Scope and Description of Work.

1. The successful Bidder ("Contractor") shall:
 - a. Evaluate the project location and Specifications to confirm that this Scope of Work, including the Project Parameters (Tab 14), required by this Request is appropriate and sufficient under the circumstances;
 - b. Identify any recommended or required deviation from the Project Parameters and provide a detailed explanation of the deviation and a breakdown of the increase or reduction in expense as compared to the original Project Parameters;
 - c. Furnish all tools, equipment, supplies, superintendence, transportation and other construction accessories, services, and facilities;
 - d. Furnish all materials, supplies, and equipment specified, necessary, or prudent to be incorporated into and form a permanent part of the completed Work;
 - e. Provide and perform all necessary labor in a professional, skilled, and workmanlike manner and in accordance with all applicable codes and regulations, the provisions of this Request, and the final Contract;
 - f. Ensure that all licenses, permits, and other recommended or required authorizations are obtained and in good standing at all times relevant to the Contract;

- g. Ensure that all Work is performed so that all manufacturer’s warranties are issued, effective, and in place upon completion of the Project;
 - h. Execute, construct, and complete all work reasonably included in or covered by this Request and Contractor’s bid, as accepted and incorporated in the final Contract.
2. Site Assessment. Each person or entity who submits a proposal confirms that the Bidder has visited the site and is familiar with the work needed to prepare the pads and connect all utilities. No extra compensation, extension of time, or other accommodation will be granted or allowed by reason of matters or things which are not raised and addressed prior to submission of proposals.
 3. Clean up and Maintenance of Premises. Contractor shall be responsible for clean-up and removal of all debris during and following the Work. HEDA reserves the right to expedite the clean-up and/or debris removal if Contractor does not meet this requirement to HEDA’s satisfaction. In that event, the cost of clean-up and/or debris removal shall be withheld from final payment to Contractor.
 4. Substitution or Deviation from Parameters. The proposal shall be based upon the labor, materials, and equipment described in this Bid Packet. Should a Bidder wish, for any reason whatsoever, to submit a proposal that deviates from the parameters of this Bid Packet, the Bidder shall nevertheless make a good faith proposal within the parameters provided and may *also* propose labor, materials, and equipment outside the parameters provided. In that event, the bidder shall explain, in detail, the reasons and justification for deviation from the parameters of this Bid Packet.
 5. Time of Performance. Contractor shall commence the Work within June 1, 2024 days of the Notice to Proceed and shall fully complete all Work on or before March 1, 2025(the “Completion Date”). The Work shall be deemed complete when both homes are approved for occupancy and HEDA approves and accepts all Work. Should Contractor fail to complete the Project by the Completion Date, and without obtaining an extension of time, documented in writing, from HEDA prior to the Completion Date, HEDA shall be entitled to deduct from the sums due Contractor \$200.00 per day for each date beyond the Completion Date.
 6. Local Preference and Deliveries. Contractor will be expected to utilize vendors located within the Town of Hinton to the extent doing so will not increase the cost of the Project. To that end, Contractor shall negotiate with local vendors by requesting a price match when the total cost of a purchase from an out-of-town vendor will be less than the same product from a local vendor. All deliveries for the Project shall be to the Work Site or to another location *within the Town of Hinton*.

C. Anticipated Schedule and Submission Requirements.

1. Schedule:

Mandatory pre-bid meeting	10:00 AM March 27, 2024
Conclusion of question/answer period	4:00 PM April 5, 2024
Deadline for submission of sealed bids	4:00 PM April 10, 2024
Opening sealed bids	4:30 PM April 10, 2024

HEDA will not accept submittals by fax, email, or after the deadline.

2. Additional Information. Questions regarding this RFP shall be submitted *after the pre-bid meeting* to Jason Garner at hedahint@hintonet.net. All questions and responses will be delivered to all parties who attend the pre-bid meeting and provide an email address for communication. Absent extraordinary circumstances, HEDA will not respond to any question received after the conclusion of the question/answer period.
3. Addendum/Amendment. HEDA may amend this RFP via a written addendum issued prior to the Submission Deadline. A Bidder shall not rely on any representation, statement, or explanation unless made in this RFP or in a written addendum. Where there appears to be a conflict between this RFP and a written addendum, the last addendum issued will govern.
4. Description. Each Proposal should clearly describe the scope of work proposed and specifically identify all proposed work that is at variance with, outside, or beyond the scope or description of Work as set out in this Request. (See Section (B)(4) above.)
5. Manufacturer's Literature and Warranty. All proposals must identify the manufacturer of the equipment or materials to be installed/used, specify the particular product, include the manufacturer's literature concerning the proposed product, and include a copy of the manufacturer's warranty which will be in full force and effect upon completion of the Work.
6. Communication. With the exception of questions submitted via email as provided above, and clarification requested by HEDA as provided below, there shall be no communication concerning this RFP or the Project between a Bidder (or anyone on behalf of a Bidder) and any employee, officer, or other representative of HEDA or the Town of Hinton from the date of this RFP until the final award. This prohibition shall not apply to oral communications at the pre-proposal meeting, oral presentations before the Board of Trustees, or contract negotiations.

The proposal of a person or entity who breaks the prohibition on communication may be disregarded.

7. Contents of Proposal. Each proposal shall be signed by the bidder and include the ORIGINAL and SEVEN (7) complete copies of the following
 - Bid Proposal/ Project Parameters and Bid Sheets
 - Bid Bond
 - Business Relationship Affidavit
 - Non-Collusion Affidavit
 - Bidder Information
 - Qualification documents identifying recent projects of similar type, project cost, and references
8. Delivery. Proposals shall be enclosed in a sealed enveloped delivered to:
 - Hinton Economic Development Authority
 - Jason Garner, Director
 - P.O. Box 519
 - 123 E. Main Street
 - Hinton, Oklahoma 73047

9. Time. Proposals received more than 96 hours, excluding Saturdays, Sundays, and holidays, before the time set for opening the proposals, as well as any proposal received after the time set for opening, will not be considered and will be returned unopened.

A bidder may withdraw a proposal at any time prior to the time appointed for opening sealed proposals by submitting a written request which is actually received by HEDA's Director prior to the time for opening proposals.

No Proposal may be withdrawn within sixty (60) days after the date of opening.

- D. Insurance Requirements.** The successful Bidder will be required to furnish proof of insurance as follows:

Worker's Compensation	Statutory Limit or \$1,000,000.00
Employer's Liability	\$1,000,000.00 each occurrence \$1,000,000.00 disease-each employee \$1,000,000.00 disease – policy limit
General Liability	\$1,000,000.00 each occurrence \$2,000,000.00 general aggregate
Property Damage Liability	\$1,000,000.00 each occurrence
Automobile Liability (Combined Property Damage and Bodily Injury)	\$500,000.00 – single limits

The Hinton Economic Development Authority will be named as an additional insured on all insurance policies except Worker's Compensation. All policies shall contain a waiver of subrogation in favor of the Hinton Economic Development Authority and its employees, agents, and representatives. The Contract will provide for the indemnification of the Hinton Economic Development Authority. The Bidder should verify and confirm that it is able to satisfy insurance requirements before submitting a Proposal. The Hinton Economic Development Authority shall be notified in writing 30 days prior to the expiration, modification, or termination of any required insurance policy.

E. Selection.

1. HEDA will evaluate and, if appropriate under the circumstances, rank the Proposals.
2. The factors HEDA may consider include whether a Proposer maintains a permanent place of business, is local to HEDA or the area, has adequate equipment and support to perform the Work properly and timely, has suitable financial backing to meet the obligations, and has appropriate experience and knowledge to do the Work.
3. HEDA may, in its discretion, request or obtain additional information to assist in evaluating and investigating a Proposal. These efforts may include, but will not necessarily be limited to:
 - a. Contacting former clients or other references to verify information and inquire as to the work performed; HEDA may rely on or consider any relevant information it obtains or receives; and

- b. Seeking clarification and/or supplementation from a Proposer; HEDA may consider any additional or supplementary information in its evaluation.
4. HEDA reserves the right to reject any or all submissions, to waive any irregularities or technicalities without assigning reason, to withdraw this Request for Proposals, to amend this Request, to publish a new or different Request for the same or similar work, and to make the award in the best interest of the Hinton Economic Development Authority.

F. General Matters.

1. Anti-Discrimination. Contractor shall not discriminate on the basis of race, color, creed, sex, age, religion, national origin, disability, marital status, military status, or other status protected by applicable law.
2. Non-Collusion and Bid Bond. No bid will be considered unless the original submission is accompanied by a Non-Collusion Affidavit in the form attached and a Bid Bond, certified check, or cashier's check, payable to HEDA, in the amount of five percent (5%) of the total gross amount of the bid. In the event Bidder submits alternate or several bids, the Bid Bond shall be five percent (5%) of the highest bid. The Bid Bond is provided as a guarantee that if Bidder is awarded the contract, Bidder will execute the Contract and all required documents, will provide all bonds and insurance, and will commence work as required. In the event Bidder fails to do so, the Bid Bond will serve as liquidated damages to HEDA.
3. Other Bonds Required. Contractor must provide Payment, Performance, and Statutory Bonds, each in 100% of the bid amount, covering faithful performance and payment of all obligations arising under the Contract. Contractor must also provide a Warranty Bond in the amount of 100% of the bid amount covering defective workmanship and materials will be required for a period of one year after acceptance of the project. Premiums for all bonds shall be borne by Contractor.

Contractor shall deliver the required bonds no later than ten (10) days following the Notice of Award. The bonds shall be dated on or after the date of the Notice of Award. Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix a certified and current copy of the power of attorney.

4. Questions and Interpretation of Documents. Questions regarding this Bid Packet, discrepancies, omissions, or intent of the scope, specifications, or parameters shall be submitted in writing by 4:00 p.m. on April 5, 2024. HEDA will evaluate all submissions and will, if HEDA deems necessary or prudent, issue a written addendum or clarification. Any addendum or clarification will be delivered via email to each person or entity who attended the mandatory pre-bid meeting. HEDA will not be responsible for any other explanation or interpretation of this Bid Packet or any contract document.
5. Contract Award. The contract or contracts will be awarded to the lowest and best bidder, as determined by HEDA. The Bidder or Bidders selected will be required to execute a contract, substantially in the form of the document at Tab 7, and return it along with proof of insurance, all required bonds, and other required documents, promptly upon HEDA's request. The bonds shall be effective no earlier than the date of the Contract.
6. Failure to Execute and Return Contract. Should a successful bidder fail to execute and return the Contract along with the required bonds and proof of insurance within the time established, HEDA shall be entitled to annul the selection. In that event, the Bidder shall forfeit its bid security. HEDA may award a contract to the next qualified Bidder.

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned _____, as Principal, and _____, a corporation, authorized to do surety business in the State of Oklahoma, as Surety, are held and firmly bound unto the Hinton Economic Development Authority, Hinton, Oklahoma, as Obligee in the sum of _____ (\$_____) for the payment of which sum, well and truly to be made, said Principal and Surety bind themselves, their heirs, personal representative, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Hinton Economic Development Authority shall make any award to Principal of a contract for **Construction of Two Single Family Homes** ("Project") according to the terms of the proposal/bid made by Principal, and Principal shall duly make and enter into a contract with Obligee in accordance with the terms of Principal's proposal or bid and award and shall give bonds or other security assurances for the faithful performance thereof and payment of all costs in connection therewith, with surety or sureties approved by Obligee; or if Principal shall in case of failure to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure, but 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.

IN WITNESS WHEREOF, we have executed this Bid Bond this ____ day of _____, 2024.

ATTEST:

Secretary

Principal

By: _____
President

Address
City
State
Telephone

Surety

By _____
Attorney-in-fact

Address
City
State
Telephone

CURRENT POWER OF ATTORNEY MUST BE ATTACHED TO EACH COPY OF BOND

BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF OKLAHOMA)
) ss
COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, on oath says, that (s)he is the agent authorized by the Bidder/Proposer to submit the attached bid/proposal

Affiant further states that the nature of any partnership, joint venture or other business relationship presently in effect or which existed within one 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 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.)

Name: _____
Bidder: _____

Subscribed and sworn to before me this ____ day of _____, 2024.

NOTARY PUBLIC

My Commission Expires:

(SEAL

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) ss.
COUNTY OF _____)

The undersigned, being of lawful age and duly sworn under oath, certifies:

1. I am the duly authorized agent of the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract,
 - c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to 74 O.S. § 85.45j.1.
4. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the trust or municipality any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

Certified this _____ day of _____ 2024.

Name: _____
Title: _____
Bidder/Company: _____

Subscribed and sworn to before me this _____ day of _____, 2024.

Notary Public

My commission expires

SEAL

COMPANY _____
STREET _____
P.O. BOX _____
CITY, STATE, ZIP _____

FORM/DRAFT CONTRACT

1. GENERAL.

It is understood and agreed that, by submitting a proposal, Contractor affirms it has examined these Contract Documents and all specifications, has visited the site of the Work, and has satisfied itself relative to the Work to be performed.

2. RECITALS.

A. In accordance with, and to the extent required by, Oklahoma law, the Hinton Economic Development Authority (“HEDA”) prepared and published a Request for Proposals (“RFP”) for and in connection with the work described below.

B. Contractor submitted a sealed proposal in accordance with the terms of the RFP and any additional information provided to Contractor.

C. Contractor’s Proposal was publicly opened, read aloud, and examined and, as a result, Contractor was determined and declared to be the lowest responsible bidder for the work for the sum named in Contractor’s proposal.

The Parties’ agreement, made in consideration of the matters described above, and of the mutual benefits and obligations as set forth in the Contract Documents, is memorialized in this Contract.

3. DEFINITIONS.

A. **Owner** – the Hinton Economic Development Authority, an Oklahoma public trust;

B. **Contractor** –

C. **Contract** – the following are the Contract Documents which, together, form the Contract:

- i. Cover Sheet;
- ii. General Conditions/Form of Contract;
 - 1 Information for Bidders
 - 2 Advertisement for Bids
 - 3 Request for Proposals and Instructions
 - 4 Bid Bond
 - 5 Business Relationship Affidavit
 - 6 Non-Collusion Affidavit
 - 7 Proposed form of/draft Contract
 - 8 Nondiscrimination Certificate
 - 9 Non-Kickback Affidavit
 - 10 Payment and Performance Bond
 - 11 Maintenance Bond
 - 12 Tobacco-Free Affidavit
 - 13 [Intentionally Omitted]
 - 14 Bidder Information/Bid Proposal/Project Parameters/Bid Sheets
 - 15 Any Addenda to RFP

- iii. Any Clarifications or drawings provided by Owner; and
- iv. Any addenda or change orders approved by Contractor and Owner.

4. INTENT AND EXECUTION OF DOCUMENTS.

All Contract Documents are complementary, one to the other. The intent of the Contract is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete job.

Should the nature of the Work require clarification, Owner shall furnish such clarification. Clarifications and drawings shall be consistent with the intent of the Contract Documents and shall become a part of the Contract.

5. SCOPE AND PARAMETERS OF WORK; MATERIALS, EQUIPMENT, EMPLOYEES.

- A. Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of the Work; shall use, install, maintain, and remove all equipment and tools and be responsible for the safe, proper, and lawful construction, maintenance, and use of same; shall perform all Work in the best and most workmanlike manner, completely, including all tasks incidental thereto, as shown or stated in the Contract Documents, or reasonably implied therefrom, all in complete accordance with the Contract Documents; and shall ensure that all licenses, permits, or other legally-required authorizations are obtained and in good standing at all times relevant to this Contract.
- B. All materials shall be new and of quality specified.
- C. Contractor shall furnish evidence as to quality of materials upon request by Owner.
- D. Owner shall be the judge of equality for proposed substitution of products, materials, or equipment.
- E. If at any time during the construction and completion of the Work, the language, conduct, or attire of any worker be adjudged a nuisance to Owner (at Owner's reasonable discretion), or if any worker be considered detrimental to the Work, Contractor shall order worker removed immediately from the Work site.
- F. Contractor shall cooperate with Owner in coordinating construction activities.
- G. Contractor will schedule inspection by, and secure approval of, Hinton's Code Enforcement Officer and such other regulatory personnel as required by law or as prudent under the circumstances.
- H. Contractor shall maintain qualified personnel and effective supervision at the site at all times during the project and exercise the appropriate quality control to ensure compliance with the Contract Documents. Owner is responsible for determining compliance with the drawings and specifications.

6. CODES, PERMITS AND INSPECTIONS.

Contractor shall, at Contractor's expense, obtain all required permits, give all notices, and comply with all laws, ordinances, codes, rules, and regulations bearing on the Work. If Contractor observes that any term or requirement of the Contract is at variance therewith, Contractor shall promptly notify Owner in writing. If Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules, or

regulations, and without providing the required notice, Contractor shall bear all costs or damages resulting from the contrary work.

7. PROTECTION OF WORK, PROPERTY, THE PUBLIC, AND SAFETY.

- A. Contractor shall be responsible for the entire site and all work on the site. Contractor shall provide all necessary or prudent protections, security, and oversight. Contractor shall be responsible for any property damage caused by Contractor, Contractor's employees, subcontractors, agents, representatives, or invitees and shall make good such damages. Contractor shall be responsible for and pay for any damages caused to or sustained by Owner.
- B. Contractor shall have access to the work site at all times, except as notified by Owner.
- C. Contractor shall provide cover and protect all portions of the site necessary or prudent to protect the work in progress. Any work damaged through the lack of proper protection or from any other cause shall be repaired or replaced without extra cost or delay.
- D. Contractor shall protect all trees and shrubs in the vicinity of the work. Contractor shall use fencing or barricades as necessary or prudent to keep the public away from the construction. All hazards shall be well barricaded and properly lit.
- E. Contractor shall provide all necessary safety measures for the protection of all persons on the job and shall fully comply with all state laws or regulations to prevent accident or injury to persons on or about the location of the work. Contractor shall clearly mark or post signs warning of hazards, shall protect against damage or injury from falling materials, and shall maintain all protective devices and signs during the progress of the work.
- F. Any costs associated with correcting damage to properties adjacent to or near the construction site or staging area shall be borne by Contractor.

8. CHANGES IN THE WORK AND CLAIMS FOR EXTRA COST.

- A. Changes to the Work, even where approved by Owner, will not alter, invalidate, relieve, or release Contractor from any guarantee given by Contractor. Changes will not affect the validity of Contractor's bonds and will not relieve or release the surety or sureties. All change orders or extra work shall be executed under conditions of the Contract.
- B. No change shall be made by Contractor except as specifically authorized by a change order approved by Owner.
- C. Should concealed conditions be encountered in the performance of the Work below grade, or should concealed or unknown conditions be at variance with the conditions indicated by the Contract Documents, the contract sum and time for completion may be equitably adjusted by change order upon claim by Contractor made within a reasonable time after the condition is identified.
- D. Contractor shall submit all change orders in writing to Owner for review and approval. Contractor will provide such proposal and supporting data in a format suitable to Owner. Any delay in processing the change order due to lack of proper submittal by Contractor of all required supporting data shall not constitute grounds for a time extension or basis of a claim. Within fourteen (14) days after receipt of Contractor's accepted proposal, including all supporting documentation, Contractor shall either prepare the change order

and forward to Contractor for Contractor's signature or otherwise respond in writing to Contractor's proposal.

At the time of signing a change order, Contractor shall certify as follows:

"I certify that my bonding company will be notified immediately that my Contract has been changed by the amount of this change order and that a copy of the approved change order will be immediately delivered to my surety."

- E. A change order, when issued, shall be full compensation, or credit, for the work included, omitted, or substituted. It shall show on its face the adjustment in time for completion of the project as a result of the change in the Work.
- F. If, during the Work, Owner requests a change order and Contractor's terms in response are unacceptable, Owner may require Contractor to perform such work on a time and material basis whereupon Contractor shall proceed and keep accurately on such form as specified by Owner a correct account of cost together with all proper invoices, payrolls, and supporting data. Upon completion of the Work a change order will be prepared with allowances for overhead and profit. Without prejudice, nothing in this paragraph shall preclude Owner from performing or having performed that portion of the Work requested in the change order.

9. TERMINATION OR ANNULMENT OF CONTRACT.

If Contractor fails to begin the Work under the Contract within the time specified, or the progress of the Work is not maintained on schedule, or the Work is not completed within the time specified, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work, or performs any part of the Work unsuitably or discontinues the prosecution of the Work, or if Contractor becomes insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against Contractor unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the Work in an acceptable manner, Owner may give notice in writing, hand-delivered or sent by certified mail, return receipt requested, to Contractor and his surety (if applicable) of such delay, neglect, or default, specifying the same, and if Contractor fails to remedy the default within seven (7) days after the notice, then Owner shall declare this Contract in default and, thereupon, the surety shall promptly take over the Work and complete the performance of the Contract in the manner and within the time frame specified. In the event Contractor or Contractor's surety (if applicable) fails to take over the work to be done under this contract within seven (7) days after being so notified, Owner shall have full power and authority to take the prosecution of the Work out of Contractor's hands, to appropriate or use any or all contract materials and equipment as may be suitable and acceptable, and may enter into an agreement, either by public letting or negotiation, for the completion of the Contract, or use such other methods as in Owner's opinion shall be required for the completion of the Contract. All costs and charges incurred by Owner, together with the costs of completing the Work under Contract, shall be deducted from any monies due or which may become due Contractor and surety (if applicable). In case the expense incurred by Owner shall be less than the sum which would have been payable under the Contract if it had been completed by Contractor, then Contractor and surety (if applicable) shall be entitled to receive the difference, but in case such expense exceeds the sum which would have been payable under the Contract, then Contractor and the surety (if applicable) shall be liable and shall pay Owner the amount of the excess.

10. OWNER'S RIGHT TO DO WORK.

If, during the progress of the Work or during the period of guarantee, Contractor fails to prosecute the Work properly or to perform any provision of the Contract, Owner, after seven (7) days' written notice hand-delivered or sent by certified mail, return receipt requested, to Contractor, may perform or have performed that portion of the Work. The cost of the Work may be deducted from any amounts due or to become due to Contractor. Should the cost of such action of Owner exceed the amount due or to become due Contractor, then Contractor or his surety, or both, shall be liable for and shall pay Owner the amount of said excess.

11. PROGRESS PAYMENTS, RETAINAGE, AND REQUESTS FOR PAYMENT.

- A. HEDA shall pay Contractor for the performance of the work specified in this Contract, and Contractor shall accept as full compensation for this performance, the following sums and prices for all work, payment to be made in the manner indicated, with 5% of each payment being withheld as retainage on the first 50% of the Project and 2.5% of each payment being withheld as retainage on all payments after 50% of the Project is completed:
 - i. .
 - ii. .
 - iii.
- B. Any interim payments provided for herein shall be made to Contractor within thirty (30) days of HEDA's receipt of Contractor's Application for Progress Payment, including appropriate approvals, on the form attached as Exhibit A.
- C. Final payment (less retainage) shall be made to Contractor after receipt of Contractor's Application for Final Payment in the form attached as Exhibit B and after the final inspection of the work by HEDA and a determination that the work is completed and in compliance with the terms and expectations of this Contract.
- D. The compensation shall include all expenses incurred by Contractor for all loss or damage arising out of the nature of the Work, from the action of the elements or from any delay or unforeseen obstruction or difficulty encountered in the prosecution of the Work; for all risks of every description connected with the Work; and for all expenses incurred by or in consequence of the suspension or discontinuance of the Work.
- E. **CONTRACTOR'S FINAL PAYMENT AFFIDAVIT SHALL STATE:** "THIS IS TO CERTIFY THAT ALL COSTS OF MATERIALS, EQUIPMENT, LABOR, SUBCONTRACTED WORK, AND ALL ELSE ENTERING INTO THE ACCOMPLISHMENT OF THIS CONTRACT, INCLUDING PAYROLLS, HAVE BEEN PAID IN FULL."

12. RETAINAGE; BONDS; INSURANCE; INDEMNIFICATION.

- A. Retainage. The retainage for this work shall be 5% of each payment on the first half of the Project and 2.5% of each payment on the second half of the Project. The retainage shall be held by HEDA until all work required is completed and finally accepted and Contractor has provided releases attesting (or other sufficient proof) that all subcontractors, materialmen, and any other person or entity who is entitled to payment in connection with the Contract have been paid in full. No interest shall be paid on the amount retained.

- B. Performance and Payment Bond. As required by 61 O.S. §§ 1-2, Contractor must post with HEDA performance and payment bonds assuring the completion of the project and guaranteeing payment to subcontractors and suppliers before commencing work on the project.
- C. Business Relationships Affidavit. The Business Relationships Affidavit included in the Request for Proposals must be completed and returned with this executed Contract.
- D. Non-Collusion Affidavit. The Non-Collusion Affidavit included in the Request for Proposals must be completed and returned with this executed Contract.
- E. Surety Bond. As required by 61 O.S. § 113, Contractor must post with HEDA a surety bond in a sum equal to the contract price, for the benefit of HEDA, to ensure the proper and prompt completion of the project in compliance with the Contract.
- F. Defect Bond. As required by 61 O.S. § 113, Contractor must post with HEDA a bond in a sum equal to the contract price, for the benefit of HEDA, to protect HEDA against defective workmanship and materials for a period of one (1) year after acceptance of the project.
- G. Proof of Insurance. The Work shall not commence until Contractor has obtained all required insurance and verifying certificates of insurance have been approved in writing by Owner. These certificates shall document that coverages afforded under the policies will not be cancelled, reduced in amount, or coverages eliminated until at least thirty (30) days after delivery of written notice to Owner of such alteration or cancellation. If endorsements are needed to comply with the notification or other requirements of this article, copies of the endorsements shall be submitted with the certificates.
- H. Responsibility and Liability. HEDA, including its officers, agents, beneficiary, representatives, and employees, shall not in any manner be answerable or responsible for any loss or damage to the Work or to any part of the Work; for any loss or damage to any materials, building, equipment or other property that may be used or employed in the Work, or placed on the worksite during the progress of the Work; for any injury done or damages or compensation required to be paid under any present or future law, to any person, whether an employee of Contractor or otherwise; or for any damage to any property occurring during or resulting from the Work. Contractor shall indemnify HEDA, its officers, agents, beneficiary, representatives, and employees, against all such injuries, damages and compensation arising or resulting from causes other than neglect of an employee of HEDA or the Town of Hinton, acting in the scope and course of his/her employment.

13. NON-DISCRIMINATION; WORKDAY.

- A. Non-Discrimination. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
- B. Workday. This Contract shall, as required by 61 O.S. § 4, be deemed and considered to be made upon the basis of an eight (8) hour workday. Except as provided in 61 O.S. §§ 3-4, it

shall be unlawful to require, aid, abet, assist, connive at, or permit any laborer, workman, or other person to work more than eight (8) hours per day.

14. PAYMENTS WITHHELD.

- A. Owner may withhold payment for the following reasons:
 - i. Faulty work not corrected;
 - ii. The unpaid balance on the Contract is insufficient to complete the Work in the judgment of Owner;
 - iii. To provide for sufficient Contract balance to cover liquidated damages that may or likely will be assessed;
 - iv. Claims filed against Contractor or evidence that a claim will be filed;
 - v. Evidence that subcontractors have not been paid.
- B. When grounds for withholding payment are removed, payment will be released. Owner shall not be liable for interest on payments reasonably withheld.

15. ASSIGNMENT.

No assignment of Contractor's obligations or Contractor's right to receive payment shall be permitted. However, upon written request approved by Owner and solely as a convenience to Contractor, Owner may: (1) forward Contractor's payment check directly to any person or entity designated by Contractor, and (2) include any person or entity designated by Contractor as a joint payee on Contractor's payment check. In no event shall such approval and action obligate Owner to anyone other than Contractor and Contractor shall remain responsible for fulfillment of all Contract obligations.

16. CLEAN UP AND RESTORATION.

Contractor shall keep the site and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by Owner. Before final inspection and acceptance of the project, Contractor shall thoroughly clean the site and completely prepare the project and site for use by Owner.

At the end of construction, Contractor shall oversee and implement the preparation of the site for occupancy. All walks, drives, lawns, trees and shrubs, grass, concrete, pavement, fencing, curbing, and other elements shall be clean and in good order.

17. GUARANTEE and WARRANTY.

Contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship, or negligence for a period of one (1) year following final acceptance of the Work and shall replace such defective materials or workmanship without cost to Owner.

Contractor shall perform all Work in accordance with applicable specifications and requirements so as to ensure that all available warranties will be in full force and effect, without any reservation, exclusion, or limitation whatsoever, at the conclusion of the Work.

Additionally, Owner may bring an action for latent defects caused by Contractor's negligence which is hidden or not readily apparent to Owner at the time of beneficial use or final acceptance, whichever occurred first, in accordance with applicable law.

18. GOVERNING LAWS; DISPUTES.

This Contract is made under and shall be governed by and construed in accordance with the laws of the State of Oklahoma. Contractor shall comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations. Should a dispute arise under or related to this Contract or Contractor's Work, the parties agree to negotiate in good faith to attempt to resolve the matter without litigation. The exclusive venue for any litigation shall be the District Court in and for Caddo County, Oklahoma.

19. START DATE; COMPLETION DATE; LIQUIDATED DAMAGES.

- A. Contractor shall commence the Work on or before June 1, 2024 (the "Start Date") and shall fully complete all Work on or before March 1, 2025 (the "Completion Date"). The Work shall be deemed complete when HEDA approves and accepts all Work. Should Contractor fail to complete the Project by the Completion Date, and without obtaining an extension of time, documented in writing, from HEDA prior to the Completion Date, HEDA shall be entitled to deduct from the sums due Contractor \$200.00 per day for each date beyond the Completion Date.
- B. *So long as Contractor commenced work on or before the Start Date*, Owner may agree to a reasonable extension of the Completion Date necessitated by a delay in the progress of the Work directly caused by changes ordered in the Work, by causes beyond Contractor's control, or by other causes deemed justifiable by Owner. The extension must be documented in a writing signed by Owner and will be considered only if written request for an extension is made within ten days following the cause for delay. Contractor shall not be entitled to compensation for delay unless the delay is unreasonably caused by Owner or its agents.

20. UTILITIES.

Utilities and facilities are not currently available for use at the work site.

CONTRACTOR'S APPLICATION FOR PROGRESS PAYMENT

The undersigned makes application for payment, as shown below, in connection with the Contract.

1. ORIGINAL CONTRACT SUM	\$
2. Net change by Change Orders	\$
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$
4. TOTAL OF PREVIOUS REQUESTS FOR PAYMENT (from below)	
5. CURRENT REQUEST FOR PAYMENT	
6. TOTAL COMPLETED TO DATE (Line 4 + 5)	\$
Percentage completed	_____ %
7. RETAINAGE (5% (first ½ of project) or 2.5% (remainder))	\$
8. CURRENT PAYMENT DUE (Line 5 less Line 7)	\$
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$

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

CONTRACTOR: _____
 By: _____
 Its: _____

Subscribed and sworn to before me on _____.

My Commission expires:
 [SEAL]

Notary Public: _____

PREVIOUS PAYMENTS							
Date of Request	Amount of Request	Request Less Retainage	Less Amt Withheld -- Performance Issues	Running Total of Payments	Percentage of Total (This Request)	Running Total (%)	Date Paid
	\$	%			%		
	\$	%			%		
	\$	%			%		
	\$	%			%		
	\$	%			%		

Approved: _____
HEDA Director Date
Town Code Inspector Date

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment is without prejudice to any rights of the Owner or Contractor under the Contract.

CONTRACTOR’S APPLICATION FOR FINAL PAYMENT

The undersigned makes application for payment, as shown below, in connection with the Contract.

1. ORIGINAL CONTRACT SUM	\$
2. Net change by Change Orders	\$
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$
4. TOTAL OF PREVIOUS REQUESTS FOR PAYMENT	
5. CURRENT/FINAL REQUEST FOR PAYMENT	
6. TOTAL COMPLETED TO DATE (Line 4 + 5)	\$
Percentage completed	100%
7. RETAINAGE (2.5% for 2 nd ½ of Project)	\$
8. CURRENT PAYMENT DUE (Line 5 less Line 7)	\$
9. TOTAL PAID TO DATE	\$
10. RETAINAGE HELD BY HEDA	\$

Contractor certifies that all Work covered by or required by the Contract has been fully completed in accordance with the Contract Documents and all provisions and requirements of the Contract Documents have been met. **AND FURTHER CERTIFIES THAT COSTS OF MATERIALS, EQUIPMENT, LABOR, SUBCONTRACTED WORK, AND ALL ELSE ENTERING INTO THE ACCOMPLISHMENT OF THIS CONTRACT, INCLUDING PAYROLLS, HAVE BEEN PAID IN FULL.**

CONTRACTOR:

 By:

Subscribed and sworn to before me on ___/___/2024.

My Commission expires:

 Notary Public:

[SEAL]

The undersigned, Owner’s Director or Project Supervisor, certifies that he has inspected the work for which payment is claimed via this Application for Payment and further certifies that all work for which payment is claimed has been performed and conforms to the Contract, that all plans, specifications, and requirements for the project have been met, and that final payment has been approved by Owner’s Board of Trustees.

OWNER: _____

By: Jason Garner
 Its: Director

Inspected and approved (if applicable):

 Town Code Inspector

 Date

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment is without prejudice to any rights of the Owner or Contractor under the Contract.

Project: Construction of Two Single Family Homes
 Owner: Hinton Economic Development Authority

Contract Dated 0 / ___ / 2024 Date Submitted: ___ / ___ / 2024
 Contractor: _____

PREVIOUS PAYMENTS							
Date of Request	Amount of Request	Request Less Retainage	Less Amt Withheld -- Performance Issues	Running Total of Payments	Percentage of Total (This Request)	Running Total (%)	Date Paid
	\$	%	\$	\$	%	%	
	\$	%	\$	\$	%	%	
	\$	%	\$	\$	%	%	
	\$	%	\$	\$	%	%	
	\$	%	\$	\$	%	%	
	\$	%	\$	\$	%	%	
	\$	%	\$	\$	%	%	
	\$	%	\$	\$	%	%	
	\$	%	\$	\$	%	%	
	\$	%	\$	\$	%	%	
	\$	%	\$	\$	%	%	

NONDISCRIMINATION CERTIFICATE

STATE OF OKLAHOMA)
) SS.
COUNTY OF _____)

I, _____, do hereby certify that I am the _____ of _____, a corporation, partnership, limited liability company, or sole proprietorship. I further certify that I have this date, submitted a bid or proposal to the HEDA Economic Development Authority, Oklahoma in response to the Request for Proposal dated March 13, 2024.

I certify that if I am the successful Bidder on the Project, I will not discriminate against anyone in the employment or employment practices because of race, creed, color, sex, national origin, religion, disability, or age. I will comply with all federal and state laws and executive orders concerning the subject of nondiscrimination.

By: _____
Name: _____
Title: : _____

SUBSCRIBED AND SWORN to before me on _____, 2024.

Notary Public

My Commission Expires:

[SEAL]

NON-KICKBACK AFFIDAVIT

STATE OF _____)
) ss.
COUNTY OF _____)

The undersigned architect, contractor, supplier, or engineer, of lawful age, being first duly sworn on oath, states that this contract is true and correct.

Affiant further states that the work, services, or materials will be completed and/or supplied in accordance with the plans, specifications, orders, or requests furnished the affiant.

Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer, or employee of the State of Oklahoma, or any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

Name: _____
Title: _____
Bidder/Company: _____

Subscribed and sworn to before me on _____, 2024.

Notary Public

My commission expires:

SEAL

COMPANY _____
STREET _____
P.O. BOX _____
CITY, STATE, ZIP _____

FORM OF PERFORMANCE AND PAYMENT BOND

Date: _____

Bond No. _____

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 Hinton Economic Development Authority, an Oklahoma public trust, 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, personal representatives, trustees, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal entered into a written contract with the Hinton Economic Development Authority dated _____ for the Construction of Two Single Family Homes (the "Contract"), all in compliance with the Contract, Contract Documents, and the plans and specifications therefor, made a part of said Contract and on file in the office of the HINTON ECONOMIC DEVELOPMENT AUTHORITY.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT 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, the contract documents, and said plans and specifications; and if said Principal shall promptly pay, or cause to be paid, all labor, supplies, materials, and/or repairs and all bills for and labor performed on said work, whether by subcontract or otherwise; and if said Principal shall protect and save harmless said HINTON ECONOMIC DEVELOPMENT AUTHORITY, its beneficiary, officers, agents, and representatives from all loss, damages, and expenses to life or property suffered or sustained by any person, firm, or corporation caused by said Principal or his or its, subcontractors or its or their 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 its agents, servants, employees, or subcontractors or their servants, agents or employees and if said Principal shall protect and save THE HINTON ECONOMIC DEVELOPMENT AUTHORITY, its beneficiary, officers, agents and representatives 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 it shall be and remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, of the plans, specifications, drawings accompanying the same, shall in any way affect its 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 to be performed thereunder and further agrees to all of the terms contained in the Contract.

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.

ATTEST:

Principal

Secretary

By: _____
President

Address
City
State
Telephone

Surety

By _____
Attorney-in-fact

Address
City
State
Telephone

CURRENT POWER OF ATTORNEY MUST BE ATTACHED TO EACH COPY OF BOND

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 the Hinton Economic Development Authority, 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 _____, 2024, for Construction of Two Single Family Homes, all in compliance with the plans and specifications therefor, made a part of said Contract and on file in the office of the Hinton Economic Development Authority.

WHEREAS, this bond is given in compliance with 61 O.S. § 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, on _____, 2024.

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.

THE INFORMATION AT TAB 13 IS INTENTIONALLY OMITTED

Bidder’s Statement

_____ (“Proposer” or “Bidder”), hereby submits the attached Proposal to the Hinton Economic Development Authority (“HEDA”) in response to the *Request for Proposals – Construction of Two Single Family Homes* issued on March 14, 2024.

In compliance with the *Request for Proposals*, Bidder proposes to perform all labor and provide all materials and equipment to construct two single family residences on lots owned by HEDA as per the Project Parameters (as they may have been amended) and in accordance with the attached proposal.

By submission of this proposal, Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

Bidder hereby agrees to commence work on or before June 1, 2024 and to fully complete the project on or before March 1, 2025.

Certified this _____ day of _____ 2024.

Name: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2024.

Notary Public

My commission expires

BIDDER INFORMATION

Bidder's Exact Legal Name:		
Bidder's d/b/a (if applicable):		
Bidder's state of organization	Type of organization (LLC, Corp, partnership, sole proprietor):	
Bidder's Address:		
Bidder's website:		
Bidder's contact	Office Phone:	Cell Phone:
Email address:		Fax:

Surety to Provide Performance Bond:
Surety's Address:
Surety to Provide Maintenance Bond:
Surety's Address:

SPECIFICATIONS

TWO SINGLE FAMILY HOMES (lots owned and provided by HEDA)

GENERAL	
1-YR WARRANTY (normal wear & tear excluded)	
THREE-STAGE TERMITE PRETREATMENT (5-YR WARRANTY)	
FOUNDATION	
CONTINUOUS DUG CEMENT FOOTING & STEM (16" x 18" with to 5/8" REBAR)	
CONCRETE	
ALL CONCRETE INCLUDING SLAB FLOOR 3500 PSI (VS 2500 REQUIRED BY CODE)	
VIBRATION PACKED SAND UNDER SLAB	
GARAGES	
DISAPPEARING STAIRS TO ATTIC	
1 CAR GARAGE (21' x 12')	
10' X 7' INSULATED R-9 DOOR	
2" X 4" EXTERIOR WALLS	
PORCHES & PATIOS	
70 SQUARE FEET COVERED FRONT PORCH	
25' x 8' rear deck/patio	
SEAMLESS GUTTERING - As needed (over patio and areas not on a gable)	
REAL POST PORCH COLUMNS (WESTERN CEDAR LOOK – 6"x6")	
EXTERIOR WALLS	
2" X 4" EXTERIOR WALLS STUD GRADE	
7/16" OSB WITH HOUSE WRAP W/ TAPE AROUND WINDOWS	
SOFFITS/EAVES – LOUISIANA PRODUCTS SMART SOFFIT, SMART TRIM, SMART FACIA	
INTERIOR WALLS	
2" X 4" INTERIOR WALLS STUD GRADE	
9' WALLS IN LIVING AND ENTRY AREA, 8' WALLS IN ALL OTHER AREAS	
1/2" SHEETROCK, TAPED, BEDDED, HAND TEXTURED WALLS	
PAINT: WASHABLE LATEX ENAMEL, ONE COLOR THROUGHOUT	
ROOF	
8" X 12" PITCH ROOF	
7/16" OSB WAFER-BOARD DECKING WITH DOUBLE H-CLIPS	
STATIC VENTS	
30 YEAR COMPOSITION SHINGLES	

BRICK	
9 5/8' EXTERIOR BRICK	
BRICK VENEER SURFACE	
BRICK WINDOWSILLS AND WOOD LENTILS ABOVE	
INSULATION	
6" SILL SEALER INSTALLED BETWEEN SLAB AND WALL PLATE	
R-19 OWENS CORNING BATT INSULATION IN EXTERIOR WALLS	
R-30 BLOWN INSULATION IN ATTIC (12" consistent cavity depth)	
ALL TOP PLATE PENETRATIONS SEALED WITH POLYURETHANE FOAM	
FLOOR TRIM	
PAINTED 3 1/4" MOLDINGS THROUGHOUT	
2 1/4" PINE MOLDINGS IN GARAGE AND CLOSETS (painted)	
BULLNOSED SHELVING WITH ROD IN CLOSETS	
FLOORING	
CERAMIC TILE IN ENTRY, UTILITY, BATHROOMS, & KITCHEN	
HIGH DENSITY CARPET WITH 1/2" 8-LB. PAD IN BEDROOMS	
LPV IN ALL OTHER AREAS	
KITCHEN	
DELTA BRUSHED NICKEL FAUCETS	
STAINLESS STEEL DOUBLE DROP IN SINK	
GRANITE KITCHEN COUNTERTOPS	
PAINTED KITCHEN CABINETS	
DOORS	
HOLLOW CORE INTERIOR PANELED DOORS (NOTE 36" DOORS IN MASTER SUITE)	
FRONT DOOR – HALF/HALF – INSULATED – (NO SIDELIGHTS)	
DOOR FROM GREAT ROOM TO PATIO – DOUBLE FRENCH DOOR, INSULATED, STEEL	
6-PANEL – ALL OTHER EXTERIOR DOORS	
BRUSHED NICKEL LEVER HANDLE WITH SECURITY DEAD BOLT SYSTEMS ON EXTERIOR DOORS	
BATHS	
DELTA BRUSHED NICKEL FAUCETS	
PAINTED VANITIES	
GRANITE COUNTERTOPS	
DOUBLE SINK IN MASTER BATH	
FIBERGLASS WALK-IN SHOWER IN MASTER BATH	
FIBERGLASS COMBINATION SHOWER/TUB IN SHARED BATH	
ELONGATED TOILETS (WHITE ONLY)	

WINDOWS	
VINYL WINDOWS WITH INSULATED PANES	
UTILITIES	
1" WATER LINE TO METER	
SEWER LINE TO MAIN	
PLUMBING	
ELECTRIC 40 GALLON WATER HEATER	
PEX WATER LINES	
WATER SHUT OFF VALVE - ACCESSIBLE UNDER KITCHEN SINK OR NEAR WATER HEATER	
FLOOR DRAIN AND STANDARD WASHER/DRYER HOOKUPS IN LAUNDRY ROOM	
REFRIGERATOR ICE MAKER WATER SUPPLY	
DELTA BRUSHED NICKEL FAUCETS	
ELECTRICAL	
ELECTRICAL WIRING STANDARD SPECIFICATIONS TO CODE	
HVAC	
ELECTRIC HEAT & AIR SYSTEM – RHEEM RUUD (3 tons & 14 SEER RATING) with 10 year registered manufacturer’s warranty	
FLATWORK	
EXTERIOR CONCRETE INCL. PORCH, PATIO, SIDEWALK FROM DRIVEWAY TO FRONT PORCH, AND APPROACH FROM STREET TO GARAGE	
VIBRATION PACKED SAND	
EXTERIOR (add/alternate) – BID SEPARATELY	
WOODEN PRIVACY FENCING AROUND THE BACK YARD	
SOD IN THE FRONT YARD	
SOD IN BACK YARD	

Country Ranch Home Plan with Split Bedrooms

1,350

Heated S.F.

3

Beds

2

Baths

1

Floors

1 -2-

Car Garage

These images are provided as general guidance only. Please carefully review the details and modifications described on these pages.



#Brick veneer to wrap entire home, excepting gables

***Omit all wood beams on gables**

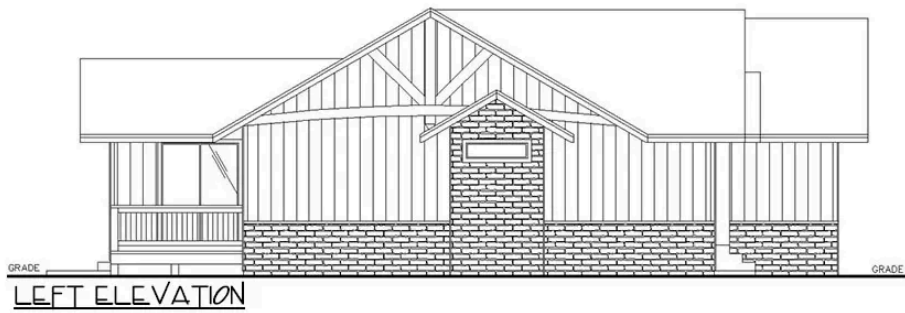
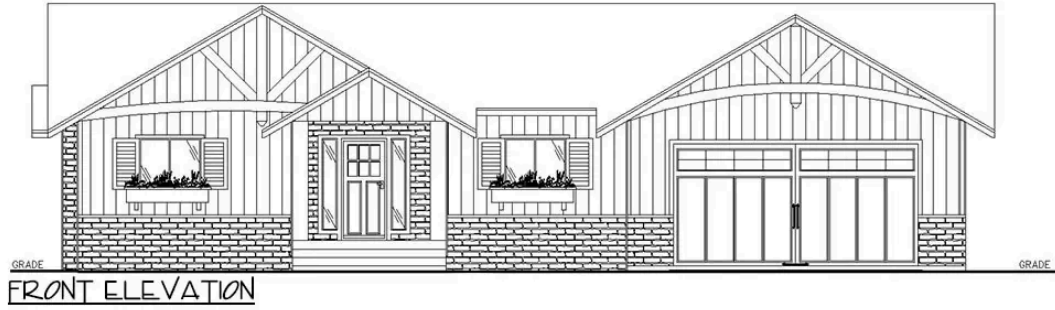
***Gables to be wrapped in LP smart siding**

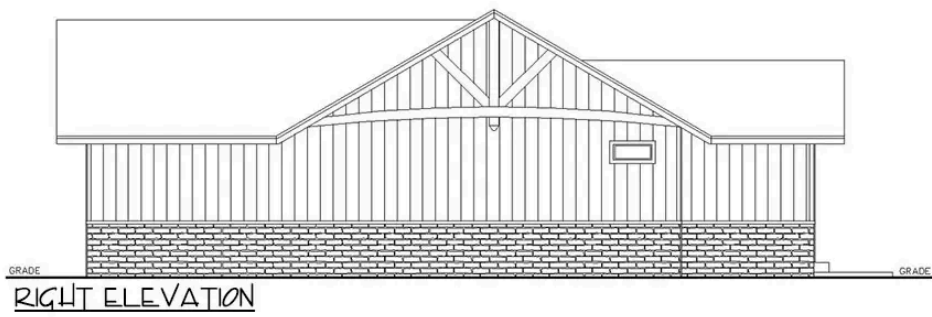
***LP Smart Soffit, Smart Trim, and Smart Facia to be used on all eaves/overhangs**

^Real Post front porch columns (6"x6")

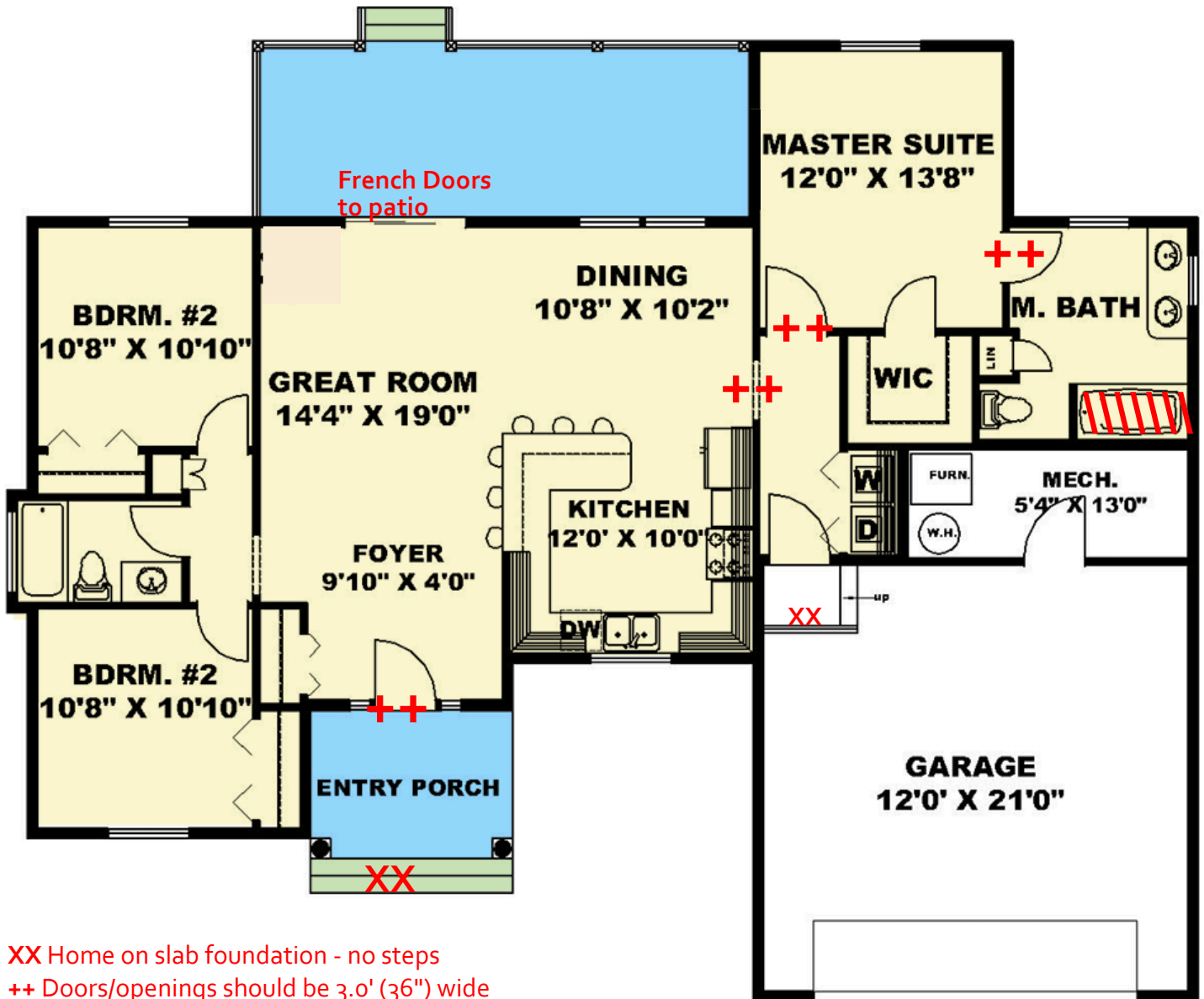
XX The homes will be built on slab foundations. The design should not include any steps or raised areas .

The bid shall be based on the construction of two (2) homes, located on adjacent lots. The same plans will be used for both homes, with one reversed.





Main Level



XX Home on slab foundation - no steps
 ++ Doors/openings should be 3.0' (36") wide
 \\ Replace fiberglass tub with fiberglass walk-in shower

Country Ranch Home Plan with Split Bedrooms

1,350 Heated S.F.
 3 Beds
 2 Baths
 1 Floors
 1-2 Car Garage

Plan Details

Square Footage Breakdown

Total: **1,350 sq. ft.**

1st Floor: **1,350 sq. ft.**

Dimensions

Width: **58' 10"**

Depth: **47' 7"**

Max ridge height: **17' 6"**

Beds/Baths

Bedrooms: **3**

Full bathrooms: **2**

Garage

Type: **Attached**

Area: **252**
480 sq. ft.

Count: **12 Cars**

Entry Location: **Front**

Foundation Type

Standard Foundations: **Slab**
Crawl

Exterior Walls

Standard Type(s): **2x6**

Ceiling Heights

9' ceiling in Great Room Dining Foyer and Kitchen areas
All other areas First Floor / 8' 1"

Roof

Primary Pitch: **7 on 12**

Secondary Pitch: **N on N**

Framing Type: **Truss**

HEDA will make all selection decisions within the allocated budget for the category or item. This shall include, but not necessarily be limited to:

- color schemes, including paint & stain colors
- Flooring
- Cabinetry
- Hardware
- Fixtures & Lighting
- Brick & Siding

Bid		
CONSTRUCTION OF TWO SINGLE FAMILY HOMES (lots owned by HEDA)		
CATEGORY	<i>Please provide further detail as desired and specify any proposed modifications or variances</i>	BID FOR CATEGORY¹
GENERAL		
1-YR WARRANTY (normal wear & tear excluded)		
THREE-STAGE TERMITE PRETREATMENT (5-YR WARRANTY)		
FOUNDATION		
CONTINUOUS DUG CEMENT FOOTING & STEM (16" x 18" with to 5/8" REBAR)		
CONCRETE		
ALL CONCRETE INCLUDING SLAB FLOOR 3500 PSI (VS 2500 REQUIRED BY CODE)		
VIBRATION PACKED SAND UNDER SLAB		
GARAGES		
DISAPPEARING STAIRS TO ATTIC		
1 CAR GARAGE (21' x 12')		
10' X 7' INSULATED R-9 DOOR		
2" X 4" EXTERIOR WALLS		
PORCHES & PATIOS		
70 SQUARE FEET COVERED FRONT PORCH		
25' x 8' rear deck/patio		
SEAMLESS GUTTERING - As needed (over patio and areas not on a gable)		
REAL POST PORCH COLUMNS (WESTERN CEDAR LOOK – 6"x6")		
EXTERIOR WALLS		
2" X 4" EXTERIOR WALLS STUD GRADE		
7/16" OSB WITH HOUSE WRAP W/ TAPE AROUND WINDOWS		
SOFFITS/EAVES – LOUISIANA PRODUCTS SMART SOFFIT, SMART TRIM, SMART FACIA		
INTERIOR WALLS		
2" X 4" INTERIOR WALLS STUD GRADE		
9' WALLS IN LIVING AND ENTRY AREA, 8' WALLS IN ALL OTHER AREAS		
1/2" SHEETROCK, TAPED, BEDDED, HAND TEXTURED WALLS		
PAINT: WASHABLE LATEX ENAMEL, ONE COLOR THROUGHOUT		

¹ With the exception of the alternate/add items and any modifications/alternative specifications, separate bids for items or categories are not required. Bidders are, however, encouraged to provide any details that will assist HEDA in evaluating the bid.

Bid		
CONSTRUCTION OF TWO SINGLE FAMILY HOMES		
(lots owned by HEDA)		
CATEGORY	<i>Please provide further detail as desired and specify any proposed modifications or variances</i>	BID FOR CATEGORY¹
ROOF		
8" X 12" PITCH ROOF		
7/16" OSB WAFER-BOARD DECKING WITH DOUBLE H-CLIPS		
STATIC VENTS		
30 YEAR COMPOSITION SHINGLES		
BRICK		
9 5/8' EXTERIOR BRICK		
BRICK VENEER SURFACE		
BRICK WINDOWSILLS AND WOOD LENTILS ABOVE		
INSULATION		
6" SILL SEALER INSTALLED BETWEEN SLAB AND WALL PLATE		
R-19 OWENS CORNING BATT INSULATION IN EXTERIOR WALLS		
R-30 BLOWN INSULATION IN ATTIC (12" consistent cavity depth)		
ALL TOP PLATE PENETRATIONS SEALED WITH POLYURETHANE FOAM		
FLOOR TRIM		
PAINTED 3 1/4" MOLDINGS THROUGHOUT		
2 1/4" PINE MOLDINGS IN GARAGE AND CLOSETS (painted)		
BULLNOSED SHELVING WITH ROD IN CLOSETS		
FLOORING		
CERAMIC TILE IN ENTRY, UTILITY, BATHROOMS, & KITCHEN		
HIGH DENSITY CARPET WITH 1/2" 8-LB. PAD IN BEDROOMS		
LPV IN ALL OTHER AREAS		
KITCHEN		
DELTA BRUSHED NICKEL FAUCETS		
STAINLESS STEEL DOUBLE DROP IN SINK		
GRANITE KITCHEN COUNTERTOPS		
PAINTED KITCHEN CABINETS		
DOORS		
HOLLOW CORE INTERIOR PANELED DOORS (NOTE 36" DOORS IN MASTER SUITE)		
FRONT DOOR – HALF/HALF – INSULATED – (NO SIDELIGHTS)		
DOOR FROM GREAT ROOM TO PATIO – DOUBLE FRENCH DOOR, INSULATED, STEEL		
6-PANEL – ALL OTHER EXTERIOR DOORS		
BRUSHED NICKEL LEVER HANDLE WITH SECURITY DEAD BOLT SYSTEMS ON EXTERIOR DOORS		

Bid		
CONSTRUCTION OF TWO SINGLE FAMILY HOMES		
(lots owned by HEDA)		
CATEGORY	<i>Please provide further detail as desired and specify any proposed modifications or variances</i>	BID FOR CATEGORY¹
BATHS		
DELTA BRUSHED NICKEL FAUCETS		
PAINTED VANITIES		
GRANITE COUNTERTOPS		
DOUBLE SINK IN MASTER BATH		
WALK-IN FIBERGLASS SHOWER IN MASTER BATH		
FIBERGLASS COMBINATION SHOWER/TUB IN SHARED BATH		
ELONGATED TOILETS (WHITE ONLY)		
WINDOWS		
VINYL WINDOWS WITH INSULATED PANES		
UTILITIES		
1" WATER LINE TO METER		
SEWER LINE TO MAIN		
PLUMBING		
ELECTRIC 40 GALLON WATER HEATER		
PEX WATER LINES		
WATER SHUT OFF VALVE - ACCESSIBLE UNDER KITCHEN SINK OR NEAR WATER HEATER		
FLOOR DRAIN AND STANDARD WASHER/DRYER HOOKUPS IN LAUNDRY ROOM		
REFRIGERATOR ICE MAKER WATER SUPPLY		
DELTA BRUSHED NICKEL FAUCETS		
ELECTRICAL		
ELECTRICAL WIRING STANDARD SPECIFICATIONS TO CODE		
HAVAC		
ELECTRIC HEAT & AIR SYSTEM – RHEEM RUUD (3 tons & 14 SEER RATING) with 10 year registered manufacturer’s warranty		
FLATWORK		
EXTERIOR CONCRETE INCL. PORCH, PATIO, SIDEWALK FROM DRIVEWAY TO FRONT PORCH, AND APPROACH FROM STREET TO GARAGE		
VIBRATION PACKED SAND		

Bid CONSTRUCTION OF TWO SINGLE FAMILY HOMES (lots owned by HEDA)		
CATEGORY	<i>Please provide further detail as desired and specify any proposed modifications or variances</i>	BID FOR CATEGORY¹
EXTERIOR (add/alternate) – BID EACH ITEM SEPARATELY		
WOODEN PRIVACY FENCING AROUND THE BACK YARD		
SOD IN THE FRONT YARD		
SOD IN BACK YARD		
OTHER/OPTIONAL – BID EACH ITEM SEPARATELY		

TOTAL PROPOSED COST for 2 single family homes: _____

Additional notes/information from Bidder: