

PUBLIC IMPROVEMENT CONTRACT

THIS CONTRACT AND AGREEMENT made and entered into this 19 day of October, 2025, by and between **Board of County Commissioners of Muskogee County**, Party of the First Part, hereinafter termed "Owner" and **Eventus, Inc. b/d/a CB Roofing** Party of the Second Part, hereinafter termed "Contractor".

WITNESSETH:

WHEREAS, Owner has caused to be prepared in accordance with law, certain Plans, Specifications, and other Bidding Documents for The Work hereinafter described and has approved and adopted all of said Bidding Documents, and has caused Solicitation for Bids to be given and advertised as required by law, and has received sealed Proposals for the furnishing of all labor and materials for **Muskogee County Courthouse Roof Improvement Project** as outlined and set out in the Bidding Documents and in accordance with the terms and provisions of said Contract; and,

WHEREAS, Contractor, in response to said Solicitation for Bids, has submitted to Owner in the manner and at the time specified, a sealed Proposal in accordance with the terms of this Contract; and,

WHEREAS, the Owner, in the manner provided by law, has publicly opened, examined, and canvassed the Proposals submitted and has determined and declared the above-named Contractor to be the lowest responsible Bidder on the above-described project, and has duly Awarded this Contract to said Contractor, for the sum name in the Proposal, to-wit: of **One Hundred Twenty Eight Thousand Five Hundred Seventy-Five Dollars (\$128,575.00)**

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

1. The Contractor shall, in a good and first-class, workmanlike manner, at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said Work in strict accordance with this Contract and the following Contract Documents:

The Bidding Documents, Solicitation for Bids, and Proposal, together with all other documents related to the **Muskogee County Courthouse Roof Improvement Project**, all of which documents are on file in the office of the Owner at 400 W Broadway, Muskogee, OK 74401, and are made a part of this Contract as fully as if the same were herein set out at length.

2. The Owner shall make payments to the Contractor in the following manner: The Contractor shall be paid in installments for each phase of the Work completed. On or before the last working day of any month in which a phase of the Work is completed, the Contractor shall submit to Owner request a request for payment based on contract prices of the Work done. The Contractor shall furnish to the Owner such detailed information as Owner may request to aid Owner in determining if the phase of the Work has been completed in accordance with the Contract Documents. Five percent (5%) of all progress payments shall be withheld as retainage until the Contractor has completed in excess of fifty percent (50%) of the total contract amount, at which time the retainage shall be reduced to two and one-half percent (2.5%) with respect to the balance of the contract.

E-MAILED
10/27 10:54
Melissa Carr

Each monthly estimate for payment must contain or have attached an affidavit as required by Senate Bills 469 and 565 of the 1974 Legislature.

3. Contractor expects to store during the construction period certain materials and equipment on site. Contractor assumes full responsibility for any theft, loss or damage to materials stored on site. Owners assumes no responsibility for any loss, damage or theft of any equipment, tools or supplies occurring during period of construction.
4. On completion of the Work, but prior to the acceptance thereof by the Owner, it shall be the duty of the Contractor to furnish proof that all claims and obligations incurred by him in connection with the performance of said Work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the Surety for payment of the final payment to the Contractor; thereupon, the final payment (including retainages, if any) will be approved and paid.
5. The sworn, notarized statement below must be signed and notarized before this Contract will become effective.

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



Ken Doke, Commissioner – District 1



Keith Hyslop, Commissioner – District 2



Kenny Payne, Commissioner – District 3

ATTEST:



Polly Irving, County Clerk

APPROVED AS TO FORM AND LEGALITY this _____ day of Oct,
20 25.



John Tyler Hammons, General Counsel

Accepted by the Contractor:

Eventus, Inc, d/b/a CB Roofing



Authorized Representative

PERFORMANCE BOND




KNOW ALL MEN BY THESE PRESENTS:

THAT, **Eventus, Inc. b/d/a CB Roofing**, as Principal, and,
Gaslamp,

as Surety, are held and firmly bound unto **Board of County Commissioners of Muskogee County** (Owner) in the penal sum of **One Hundred Twenty Eight Thousand Five Hundred Seventy-Five Dollars (\$128,575.00)** in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally, firmly by these presents.

Dated this 19 day of October, 2025.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with **Board of County Commissioners of Muskogee County** (Owner), dated 23 day of Oct, 2025, for the **Muskogee County Courthouse Roof Improvement Project** in compliance with the Plans and Specifications therefore, made a part of said Contract and on file in the office of Owner at 400 W Broadway, Muskogee, OK 74401.

NOW, THEREFORE, if said Principal shall, in all particulars well, truly, and faithfully perform and abide by said Contract and each and every covenant, condition and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said Contract and said Specifications; and if said Principal shall promptly pay, or cause to be paid, all labor, materials and/or repairs and all bills for labor performed on said Work, whether by subcontract or otherwise; and if said Principal shall protect and save harmless said Owner from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by said Principal or his or its agents, servants, or employees in the construction of said Work, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of said Principal or his or its agents, servants, or employees, and if said Principal shall protect and save Owner harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void, otherwise to be and remain in full force and effect. It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

BY THE PRINCIPAL:



BY THE SURETY:



STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, **Eventus, Inc. b/d/a CB Roofing,** as Principal, and,
Gaslamp, as

Surety, are held and firmly bound unto **Board of County Commissioners of Muskogee County** (Owner) in the penal sum of **One Hundred Twenty Eight Thousand Five Hundred Seventy-Five Dollars (\$128,575.00)** in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally, firmly by these presents.

Dated this 19th day of October, 2025.

The condition of this obligation is such that:

WHEREAS, the said Principal has on this 24 day of Oct, 2025, entered into a written contract with **Board of County Commissioners of Muskogee County** for the **Muskogee County Courthouse Roof Improvement Project** according to the plans and specifications attached to said contract, which include the furnishing of all necessary labor, tools, equipment and materials, in accordance with the plans and specifications contained in said contract and made a part thereof, which contract, plans and specifications are by reference thereto made a part of this Bond.

NOW, THEREFORE, if said shall pay all indebtedness incurred for labor, tools, equipment or materials furnished or consumed in connection with the construction of the said contract work, then this obligation shall become null and void; otherwise, to be in full force and effect.

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.

BY THE PRINCIPAL:



BY THE SURETY:


