

Contract

Mike Deskin Trust Drainage Channel Improvement Project

ITEM #	DESCRIPTION	QUAN	UNIT	UNIT PRICE	EXT PRICE
1	MOBILIZATION	1.000	LS	\$4,740.00	\$4,740.00
2	CLEARING AND GRUBBING	1.000	LS	\$1,650.00	\$1,650.00
3	EARTHWORK	301.700	CY	\$ 23.20	\$6,999.44
4	SOLID SLAB SOD	109.300	SY	\$ 2.29	\$ 250.30
5	42"X29" CMA	187.500	LF	\$ 112.00	\$21,000.00
6	PCES	6.000	EA	\$ 675.00	\$4,050.00
7	LANDLOK 450	501.000	SY	\$ 7.30	\$3,657.30
8	STAKING	1.000	LS	\$1,300.00	\$1,300.00
9	3" CAL. POND CYPRESS	8.000	EA	\$ 393.00	\$3,144.00
10	MOSSY BOULDERS	11.900	TON	\$ 265.00	\$3,153.50
TOTAL:					\$49,944.54

Bid Stipulations and Conditions:

This bid must be considered as an all or none bid unless specifically authorized to remove individual items. Unit Prices are for informational reference only and cannot be used to select individual items. If this bid is accepted, Unit prices are not to be used for adjustment in quantity pricing. Any adjustment in quantities must be priced separately by change order.

Contractor hereby agrees to provide notice to Subcontractor within 24 hours of contractor turning in their bid if Contractor used pricing from this bid in submitting Contractor's bid. Said notice simply needs to confirm the pricing was used and IF Contractor is awarded the project, Contractor's intent to award said work to Subcontractor.

Pricing does not include any hidden debris, pipe lines, rock excavation, or underground water problems.

All dirt to be + or - 1/10', compacted and passing a proof roll test prior to mobilization. Any dirt work required to bring the site into compliance with this requirement shall be billed as additional hourly work. On projects where Silver Star Construction is not doing the dirt work the Owner or General Contractor shall indemnify Silver Star Construction for any dirt work done under the stabilization, aggregate base or compacted sub-grade. Silver Star Construction will use our best efforts to identify any problem areas under the stabilization, aggregate base or compacted sub-grade but cannot be held liable for poor compaction, ditch line failures and buried debris hidden below our work area.

Contractor shall give Subcontractor 10 day notice to proceed for each area of construction. If Subcontractor mobilizes in accordance with Contractor's instructions and the work area is not ready Contractor agrees to pay the cost for loss of production and additional mobilization. No penalties shall be enforceable without a 10 day notice.

The erosion control items included with this quote include a one-time installation. Any additional erosion control required will be charged either by the hour or in accordance with the unit price shown.

Construction surveying is included for our work items.

Testing has not been included for our items of work, and shall be the responsibility of the city.

P & P bonds are not included in pricing. Call for a quote to add these.

Due to the ever increasing fuel prices this quote is only good for 15 days from the proposal date. If we have not received notice of award within that time frame we cannot guarantee the pricing. Once a contract is awarded we will not be able to hold the

pricing any longer than 30 days beyond the initial contract time. Any extensions beyond that may be subject to fuel price increases.

Backfill grading is included using on-site material only. This material must be within 50 feet of where it is needed for backfill. If additional material is needed for backfill grading it will be charged for by the load. If the backfill material must be hauled farther than 50 feet then additional hourly charges will be applied. This backfill grading price only includes minor fine grading behind the curbs and does not include any lot grading or any changing of the grade behind the curb greater than 6 inches.

Invoices will be billed monthly. Any invoices not paid within 25 days from billing shall bear interest at a rate of 1.5% interest per month. In accordance with Oklahoma Law, A notice of intent to file lien shall be sent out on any invoices over 45 days old from the date of the invoice. Liens will be filed prior to an invoice becoming 60 days old from the date of the invoice to preserve Subcontractor's rights. All work will cease when an invoice becomes 45 days old from the date of the invoice. Additional Mobilization charges shall be applied when work is stopped for non-payment of a progressive pay estimate.

Subcontractor shall not pay project creditors until payment is received from contractor for materials or services rendered. Subcontractor will not guarantee liens or claims for services or materials not paid for by Contractor. Subcontractor may hold the same retainage on its suppliers as Contractor is holding on this subcontractor and will not pay this retainage until subcontractor receives payment of final retainage from Contractor.

Subcontractor will not proceed with change orders until all pricing has been agreed upon by all parties and a written change has been signed by all parties. Payment for change orders will be subject to the same conditions as normal pay request.

Subcontractor will not perform any work identified as changes to original scope until a fully executed change order is received.

Subcontractors insurance policy will only be considered the primary policy on work or items directly related to Subcontractors scope of work. Subcontractors policy will not be used for any claims unrelated to Subcontractor's work.

If a contract is entered into, the contract will be executed in, and subject to interpretation and enforcement pursuant to the laws of the State of Oklahoma. The Parties further agree that although this contract is subject to enforcement in Oklahoma, the objective reasonable person standard shall apply to its interpretation.

Schedule: Subcontractor does acknowledge the project completion time in the bid documents and will participate in the construction schedule preparation to meet the completion date. No part of this agreement pertaining to any type of penalty or deduction based on production quotes, dates of completion, or set any schedule issues shall be enforceable until subcontractor agrees to the construction schedule. All contract pricing is based on straight time production only with no overtime.

Contractor reserves the right to re-negotiate schedule adjustments required to conform to an Accelerated schedule.

Subcontractor shall be compensated for any adjustments to an accelerated schedule.

Contract documents between the Owner and the Contractor have NOT been made available to us so NO representation is made that we agree to any provisions or complied with every requirement of the contract documents between the Owner and General Contractor.

No backcharge or claim of Contractor for services shall be valid except by an agreement in writing by Subcontractor before the work is executed, except in the case of Subcontractor's failure to meet any requirement of the subcontract. In such event. Contractor shall notify Subcontractor of such default, in writing, and allow Subcontractor reasonable time to correct any deficiency before incurring any costs chargeable to Subcontractor. No backcharge shall be valid unless billing is rendered no later than the 15th day of the month following the charge being incurred. Furthermore, any payments withheld under a claim of Subcontractor default shall be reasonably calculated to cover the anticipated liability and all remaining payment amounts not in dispute shall be promptly paid.

All contract documents to be interpreted in accordance with the objective, reasonable person standard.

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the _____ day of _____, 2013,
and the _____ day of _____, 2013.

(Corporate Seal) (where applicable)

Principal

ATTEST:

Signed: _____
Authorized Representative

Corporate Secretary (where applicable)

Title:
Address:
Telephone:

CITY OF NORMAN:

Approved as to form and legality this _____ day of _____, 2013.

City Attorney

Approved by the Council of the City of Norman, this _____ day of _____, 2013.

ATTEST:

City Clerk

Mayor

CONTRACT 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 Firm of _____ to submit the above Contract to the City of Norman, Oklahoma.

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

CONTRACTOR

Subscribed and sworn to before me this _____ day of _____, 2013.

Notary Public

My Commission Expires:

_____.