

## CONTRACT

THIS CONTRACT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Merritt Tennis & Track Systems, as Party of the First Part, hereinafter designated as the CONTRACTOR, and the Norman Municipal Authority, hereinafter designated as the NMA, Party of the Second Part.

## WITNESSETH

WHEREAS, the NMA has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all 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 the following project:

### **WESTWOOD TENNIS CENTER TWO COURT ADDITION**

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said contract; and

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

WHEREAS, the City, in the manner provided by law, has opened, examined, and canvassed the proposals submitted and has determined and declared the above-named Contractor to be the lowest and best bidder on the above-prepared project, and has duly awarded this contract to said Contractor, for the sum named in the proposal, to wit: Two Hundred Thirty Thousand Two Hundred Eighty DOLLARS (\$ \$230,280 );

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:

Specifications, Provisions and Bonds thereto, all of which documents are on file in the office of the City Clerk of the City of Norman, and are made a part of this Contract as fully as if the same were set out at length, with the following additions and or exceptions: NONE.

2. The NMA shall make payments to the Contractor in the following manner: On or about the first day of each month, the project manager, or other appropriate person, will make accurate estimates of the value, based on contract prices, or work done, and materials incorporated in the

work and of materials suitably stored at the site thereof during the preceding calendar month. The Contractor shall furnish to the project engineer, or the appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

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

On completion of the work, but prior to the acceptance thereof by the NMA, it shall be the duty of the project manager, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said Contract Documents; and upon making such determinations said official shall make his final certificate to the NMA.

The Contractor shall 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 on the contract bonds for payment of the final estimates to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid.

3. It is further agreed that the Contractor will commence said work within 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same in one hundred twenty (120) calendar days.

The Notice to Bidders published in the Norman Transcript July 29 and August 5, 2016, the instructions to bidders, the special and general provisions of specifications and the Contractor's bid or proposal, each of said instruments on file in the office of the City Clerk of the NMA, are hereby referred to and by reference thereto are made part of this contract as if fully written in detail herein or attached thereto.

To that end, no provision of this contract or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the NMA to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of the Contractor, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligation of the Contractor; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the NMA or in any way to restrict the freedom of the NMA to exercise full discretion in its dealing with the Contractor.

4. The sworn, statement below must be signed and notarized before this Contract will become effective.



Contract # K-1617-60

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 6 day of September, 2016.

CORPORATE SEAL

ATTEST: Susan M. Merritt  
Corporate Secretary

Merritt Tank & Truck Systems  
Company Name

BY Paul L. Merritt  
President

STATE OF OK.  
COUNTY OF OK.

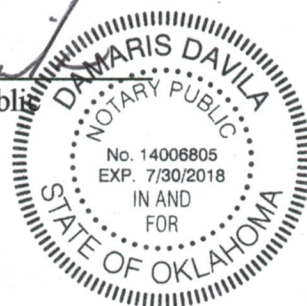
Paul L. Merritt of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by Contractor to submit the above Contract to the NMA. Affiant further states that Contractor has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the NMA any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

\_\_\_\_\_  
President

Subscribed and sworn to before me this 6 day of September, 2016.

My Commission Expires: 7/30/18  
Commission Number: 14006805

Damaris Davila  
Notary Public



CITY OF NORMAN

Approved as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
City Attorney

Approved by the Norman Municipal Authority this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary

**FALSE INFORMATION AFFIDAVIT**

STATE OF Oklahoma )  
COUNTY OF Oklahoma ) SS:

Paul L. Merritt of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm/Company of Merritt Construction to submit the above Contract to the City of Norman, Oklahoma.

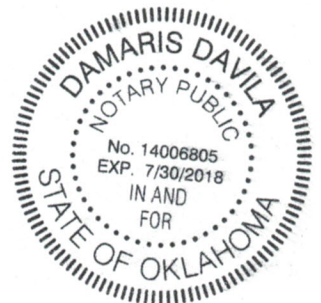
This affidavit further states that neither the bidding company nor any other company, owned or previously owned by anyone who is in an ownership or managerial capacity with the bidding company has ever knowingly submitted false information to the City.

Paul L. Merritt  
Contractor

Subscribed and sworn to before me this 17 day of August, 2016.

L. H. Davis  
Notary Public

My Commission Expires: 7-30-18  
Commission Number: 14006805

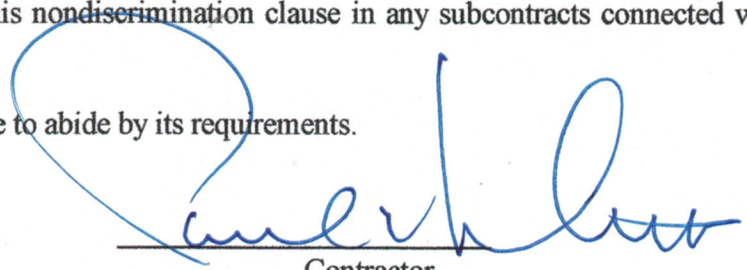


## CERTIFICATE OF NONDISCRIMINATION

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

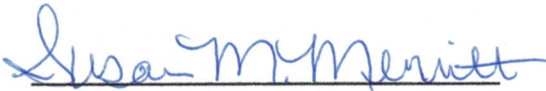
- A. The contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or ancestry. The Contractor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national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

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



Contractor

ATTEST:



SECRETARY



## BID AFFIDAVITS

The following affidavits are to accompany the bid:

A. Non-Collusion Affidavit

STATE OF Oklahoma

COUNTY OF Oklahoma

Paul L. Merritt of lawful age, being first duly sworn on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any government official or employee as to quantity, quality, or price in the prospective contract, of any other terms of said prospective contract; or in any discussions between bidders and any government official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Norman (or other entity) any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

SIGNED: \_\_\_\_\_

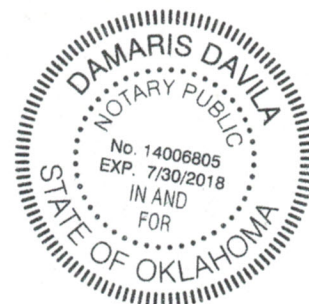
Subscribed and sworn to before me this 17 day of August 20 16.

L. O. Davis

Notary Public

My Commission Expires:

7/30/18



B. Business Relationships Affidavit

STATE OF Oklahoma )

COUNTY OF Oklahoma )

Paul L. Merritt of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

None

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

None

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:

None

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

Subscribed and sworn to before me this 17 day of August 2016

[Signature]  
Notary Public

My Commission Expires:

7-30-18

