

CONTRACT

THIS CONTRACT made and entered into this 9th day of August, 2016, by and between Saker Mechanical, as Party of the First Part, hereinafter designated as the CONTRACTOR, and the Norman Utilities Authority, a municipal corporation, hereinafter designated as the NUA, Party of the Second Part.

WITNESSETH

WHEREAS, the NUA 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 of said bidding documents, and has caused Notice to Bidders to be given as required by law, and has received proposals for the furnishing of all labor and materials for the following project:

WRF Telemetry Room Cooling

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

WHEREAS, the CONTRACTOR has submitted to the NUA on the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the NUA, in the manner provided by law, 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: Forty Nine Thousand and Three Hundred Eight Five Dollars (\$49,385); The CONTRACTOR'S quote is hereby made a part of this Agreement.

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, workman-like 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: Project Specifications and CONTRACTORS Bid submitted to the NUA, all of which documents are on file at the NUA of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.
- 2) The NUA shall make one lump sum payment at the conclusion of the Project after the NUA determines the project has been completed according to specifications.

On completion of the work, but prior to the acceptance thereof by the NUA, 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 NUA.



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; thereupon, payment 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 within 45 calendar days following receipt of said NOTICE-TO-PROCEED.
- 4) That the NUA shall pay the CONTRACTOR for the work performed as follows:

Payment application shall be submitted within thirty days of project completion. After approval of payment application, the invoice will be processed by the NUA for payment within thirty days.
- 5) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written change order, executed by the NUA; and that in the event any additional work is provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.
- 6) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the NUA, the CONTRACTOR shall be compensated as agreed to by both parties in the execution of the Change Order.
- 7) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind and all work and materials shall be subject to rejection by the NUA through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefor by the NUA.
- 8) 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 NUA 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 obligations 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 NUA or in any way to restrict the freedom of the NUA to exercise full discretion in its dealing with the Contractor.

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

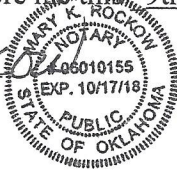
STATE OF Oklahoma)
COUNTY OF Oklahoma)

Curtis William Lewis, 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 NUA. 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 NUA any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.

Curtis William Lewis

Submitted and sworn to before me this 9th day of August, 2016.

Mary K. Rockow
Notary Public



My Commission Expires:

10/17/2018

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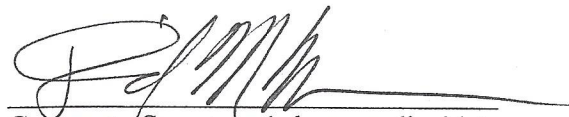
IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 9th day of August, 2016, and the ____ day of _____, 20____.

(Corporate Seal) (where applicable)

Curtis William Lewis
Principal

ATTEST:

Signed: 


Corporate Secretary (where applicable)

Authorized Representative
Vice President
Title

Address:

Telephone:

P.O. Box 55551

(405) 672-1577

Del City, OK 73155

NORMAN UTILITIES AUTHORITY

Approved as to form and legality this ____ day of _____, 20____.

General Counsel

Approved by the Trustees of the Norman Utilities Authority this ____ day of _____, 20____.

ATTEST:

Secretary

Chairperson

