

C O N T R A C T

THIS CONTRACT made and entered into this _____ day of _____, 20__, by and between as Party of the First Part, hereinafter designated as the CONTRACTOR, and the Norman Municipal Authority, a public trust having the City of Norman as its beneficiary, hereinafter designated as the Authority, Party of the Second Part. The Authority has hired Waters Edge Aquatic Design to serve as the engineer of record (“Consultant”) for this project. The Authority has also hired ADG, PC to serve as the Program Manager for this project.

WITNESSETH

WHEREAS, the Authority 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 FAMILY AQUATIC CENTER (the “Project”)

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 Authority of Norman on the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and

WHEREAS, the Authority, 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 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: _____ Dollars (\$ _____)

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(the “Work”) in strict accordance with this Contract and the following

Contract Documents:

Plans by Waters Edge Aquatic Design, dated 8-22-16, Specifications, Provisions and Bonds thereto, all of which documents are on file in the office of the 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: **Attachment A: Supplemental Conditions to the Authority of Norman Contract : # K-1617-56.**

2. The Authority shall make payments to the Contractor in the following manner: No later than the 5th day of each month, Contractor shall submit to Consultant its application for payment for the Work performed during the previous month. With each application for payment, the Contractor shall submit an accurate and updated critical path schedule (“Critical Path Schedule”) for the completion of the project on the date of Substantial Completion. Applications for payment not submitted with a Critical Path Schedule shall be returned to Contractor as incomplete. On or about the first day of each month, the Consultant, 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 Consultant, 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 application 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 Authority, it shall be the duty of the Consultant, 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 Authority.

The Contractor shall furnish proof with each application for payment that all claims and obligations incurred by him in connection with the performance of the Work associated with said application for payment have been fully paid and settled or that a valid lien waiver accompanies each portion of the Work. With respect to the final application for payment, 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.

It is further agreed that the Contractor will commence said Work immediately following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and achieve Substantial Completion of the same in 270 calendar days.

The Notice to Bidders published in the Norman Transcript, 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 Clerk of the Authority, 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 Authority to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, statutory 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 Authority or in any way to restrict the freedom of the Authority to exercise full discretion in its dealing with the Contractor.

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

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

CORPORATE SEAL

Company Name

ATTEST:

Corporate Secretary

BY _____

President

STATE OF _____)
COUNTY OF _____)

_____, 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 Authority. 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 Authority 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 _____ day of _____, 20__.

My Commission Expires: _____
Commission Number: _____

Notary Public

NORMAN MUNICIPAL AUTHORITY

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

General Counsel

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

ATTEST:

Secretary

Chairperson

Attachment A: Supplemental Conditions to the City of Norman Contract : # K-1617-56

General Conditions For Construction Contracts A-201 is hereby made a part of this Contract - Authority of Norman Contract # K-1617-56.

Basic Definitions

Add the following paragraph **1.1.7** to the General Conditions For Construction Contracts A-201:

1.1.7 - The term “Owner” means the Norman Municipal Authority, a public trust having the City of Norman as its beneficiary.

Administration of the Contract - Communications

The following paragraph replaces Paragraph **4.2.4** in General Conditions For Construction Contracts A-201:

4.2.4 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the Consultant and copy the Program Manager. Communications by and with the Consultant's consultants shall be through the Consultant. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

Claims for Additional Time

The following paragraph replaces Paragraph **4.3.3** in General Conditions For Construction Contracts A-201:

4.3.3 Time Limits on Claims. Claims must be made within 72 hours after occurrence of the event giving rise to such Claim or within 24 hours after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

The following paragraph replaces Paragraph **4.3.8.2** in General Conditions For Construction Contracts A-201:

4.3.8.2 – Consultant and Authority must be notified of all potential claims for additional days that exceed the work days as indicated in the Authority of Norman Office of the Purchasing Division, Invitation to Bid No. 1617-18 and the Contract Documents thereof, within (72) hours of the occurrence of the claim, in writing, with documentation from the National Oceanic & Atmospheric Administration (NOAA) Norman/ Max Westheimer site at (<http://w1.weather.gov/data/obhistory/KOUN.html>). Other sources must be submitted to the Consultant and Owner, the Authority of Norman, for approval prior to use.

The following paragraph replaces Paragraph **4.3.8.3** in General Conditions For Construction Contracts A-201:

4.3.8.3 – All claims for additional time due to adverse weather and conditions occurring on the Critical Path for that time frame, or during the work day, with evidence substantiating the resultant loss of working time on the Critical Path Schedule, shall be submitted as stated previously, and reviewed and approved or rejected by the Consultant with the monthly payment application.

The following paragraph replaces Paragraph **4.3.8.4** in General Conditions For Construction Contracts A-201:

4.3.8.4 –Claims for weather conditions and lost work days shall be recorded daily by the Contractor as required by 4.3.8.2 and submitted to the Consultant with the monthly payment applications, along with an updated construction schedule. A Change Order shall be executed and signed by all parties for all valid claims in order to add time to the original Contract Time as indicated in the Contract Documents.

Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Project for its intended use.

Delays and Extension of Time

Add the following paragraph **8.1.5** to the General Conditions For Construction Contracts A-201:

8.1.5 - The term Critical Path is defined as the order of sequential construction tasks (each of a particular duration) that results in the least amount of time required to complete the project.

Progress Payments

The following paragraph replaces Paragraph **9.6.7** in General Conditions For Construction Contracts A-201:

9.6.7 Should the project extend beyond the Contract Time progress payments shall continue including approved Change Orders. Progress payments made after the Contract Time will be reduced by any applicable disincentives provided herein.

The following paragraph replaces Paragraph **9.10.5** in General Conditions For Construction Contracts A-201:

9.10.5 When the Contract Time has been exceeded, including approved Change Orders, and claims for additional compensation are submitted by Consultants for extended services that are made necessary solely by the delay of the Contractor, the Owner shall deduct the amount of the claims from the final payment to the Contractor.

Performance Bond, Payment Bond and Defect Bond

The following paragraph replaces Paragraph **11.2.1** in General Conditions For Construction Contracts A-201:

11.2.1 - The Contractor is required to have three bonds for Contracts with the Authority exceeding Fifty Thousand Dollars (\$50,000.00);

- .1** Performance Bond for 100% of the value of the Contract to insure completion of the Work.
- .2** Maintenance Bond for 100% of the value of the Contract to provide correction of defects in the construction and equipment for one year after acceptance of the Work; and
- .3** Statutory Bond for 100% of the Contract to assure that the Owner is protected from the action of Subcontractors, suppliers and employees for unpaid debts of the Contractor.

End of Supplemental Conditions to the Authority of Norman Contract: # K-1617-56