

CONTRACT

THIS CONTRACT made and entered into this ____ day of _____, 20____, by and between Performance Surfaces, LLC, as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the City, Party of the Second Part.

WITNESSETH

WHEREAS, the City 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 chosen to utilize the pricing obtained on the National Intergovernmental Purchasing Alliance (NIPA) Contract, which has been advertised as required by law, and has received a specific written proposal from the NIPA contractor selected to supply materials and labor for projects in the same category as the following project:

SOONER THEATRE SEAT REPLACEMENT

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

WHEREAS, the Contractor in response to said request for pricing based on the current NIPA Contract, has submitted to the City of Norman in the manner and at the time specified, a proposal in accordance with the terms of this Contract; and

WHEREAS, the City, in the manner provided by law, has examined, and canvassed the proposal 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 total sum named in the proposal, to wit: One Hundred One Thousand Two Hundred Thirty Three DOLLARS (\$ 101,233);

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 the NIPA Contract and 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: SEE ATTACHED PRICE QUOTE AND WARRANTY INFORMATION.

2. The City shall make payments to the Contractor in the following manner: Upon completion of the entire project, 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. The Contractor shall furnish to the project manager, or the appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the final payment request.

Each 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 City, 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 City.

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, 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 eighty (180) calendar days.

The Contractor's bid or proposal, on file in the office of the City Clerk of the City of Norman, is hereby referred to and by reference thereto is 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 City 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 City or in any way to restrict the freedom of the City 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-1617-78

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
Not Applicable - LLC

Performance Surfaces, LLC
Company Name

ATTEST: [Signature]
Corporate Secretary

BY [Signature]
President

STATE OF Oklahoma)
COUNTY OF Cleveland)

John M. Connors, 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 City. 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 City any money or other thing of value either directly or indirectly, in the procuring of the contract.

[Signature]
President

Subscribed and sworn to before me this 1st day of November, 2016.

[Signature]
Notary Public

My Commission Expires: 12.10.17
Commission Number: 13011028



CITY OF NORMAN

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

City Attorney

Approved by the City Council this _____ day of _____, 20____.

ATTEST:

Mayor

City Clerk