

CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 20_____, by and between NORMAN UTILITIES AUTHORITY, a municipal corporation, hereinafter as the AUTHORITY, and Miller Lagoon hereinafter as the CONTRACTOR, Service.

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:

REMOVAL AND LAND APPLICATION OF LIQUID BIOSOLIDS

Removal and land application of approximately 2.0 million gallons of liquid class "B" biosolids from NE cell as outlined and set out in the bidding documents and specifications which are incorporated herein by reference and made a part hereof; and

WHEREAS, the Contractor in response to said Solicitation for Bids, has submitted to the AUTHORITY in the manner and at the time specified, a sealed proposal in accordance with the terms of said bidding documents and specifications; and

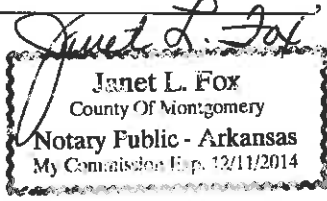
WHEREAS, the AUTHORITY, in the manner provided by law, has, publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named CONTRACTOR to be the lowest and best Bidder on the above-named project, and has duly awarded this CONTRACT to said CONTRACTOR, for the sum named in the proposal, to wit: Fifty-One Thousand and Eight Hundred Dollars (\$ 51,800.00);

NOW, THEREFORE, for and in consideration of the mutual agreement 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 the bid proposal and specifications and this Contract and the following CONTRACT Documents: The Bid Notice published in the Norman Transcript, the Notice to Bidders, Instruction to Bidders, the Contractor's Bid or Proposal, Specifications, Provisions, and Bonds thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.
2. The AUTHORITY shall make payment to the contractor in the following manner: Upon completion and acceptance by the Norman Utilities Authority the Contractor shall be paid in full. The City shall complete payment to the CONTRACTOR within 30 days of invoice receipt.

- 3. Unless written notice of termination or renegotiations of any or all portions of this contract, including unit cost, is given by the NUA or CONTRACTOR at least (60) sixty days prior to the expiration date of this contract, the contract shall be renewed and provisions thereof shall continue in full force and effect for a (12) twelve month period, with provisions for automatic renewal to apply to each successive (12) twelve month period thereafter.
- 4. Materials and/or services purchased by CONTRACTOR in connection with the City project shall be subject to the payment of City sales tax. If the CONTRACTOR is appointed to be an agent of the City by City Council resolution, thereby exempting material purchases for the project from the payment of City sales tax, CONTRACTOR shall certify, in writing, on the copy of the invoice or sales ticket to be retained by said CONTRACTOR that the purchases are made for and on behalf of the City in accordance with 68 O.S. 1356, paragraph 10.

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 11 day of December, 2013, and the _____ day of _____, 20____.

(Corporate Seal) 

ATTEST:

Juda Miller
Corporate Secretary (where applicable)

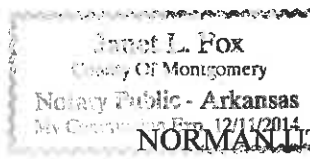
Miller Lagoon Service
Principal

Signed: [Signature]
Authorized Representative
Owner
Title

STATE OF ARKANSAS
COUNTY OF MONTGOMERY
SUBSCRIBED AND SWORN TO BEFORE ME THIS
11TH DAY OF DECEMBER, 2013.

Address: 57 Riverside Lane
Mt. Ida, AR 71957

Telephone: 479-243-8804

 Janet L. Fox
NOTARY PUBLIC

NORMAN UTILITIES AUTHORITY
Approved as to form and legality this 18 day of December, 2013.

[Signature]
Authority Attorney

Approved by the NORMAN UTILITIES AUTHORITY this _____ day of _____, 20____.

ATTEST:

Secretary

Chairman