

## CONTRACT

THIS CONTRACT made and entered into this 19 day of May, 2017, by and between Trusdel Central Inc as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation and the Norman Municipal Authority, a public trust of the State of Oklahoma having the City of Norman as its sole beneficiary, hereinafter designated together as the CITY, Party of the Second Part.

### WITNESSETH

WHEREAS, the CITY, pursuant to Section 8-204(b)(4) of the City Code has selected CONTRACTOR for the following project:

#### **NORMAN FIBER OPTIC RELOCATION AND LOOP CREATION PHASE I**

in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the CONTRACTOR has submitted a proposal in accordance with the terms of this Contract and at the cost set forth in the Oklahoma State Regents for Higher Education, OneNet Contract #B1407 for Conduit and Fiber Optic Construction; and,

WHEREAS, the CITY, in the manner provided by Section 8-204(b)(4) of the City Code, has duly awarded this CONTRACT to said CONTRACTOR, for the following sum: One Hundred and Four Thousand, Six Hundred and Twenty Five Dollars and Seventy-Nine Cents (\$104,625.79);

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 the Statement of Work attached hereto as Exhibit A.
- 2) The CITY shall make payments minus a retainage as stipulated in the Statement of Work to the CONTRACTOR in the following manner: On or about the first day of each month, the project engineer, 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 other 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 in accordance with the Constitution of the State of Oklahoma, Title 74, Section 3109-3110, and Title 62, Section 310.09.

On completion of the work, but prior to the acceptance thereof by the CITY, it shall be the duty of the project engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said Statement of Work; 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, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainage) will be approved and paid.

- 3) It is further agreed that the CONTRACTOR will commence said work within 5 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same        calendar days following receipt of said NOTICE-TO-PROCEED.
- 4) That the CITY shall pay the CONTRACTOR for the work performed as follows:
  - a. Payment for unit price items shall be at the unit price bid for actual construction quantities.
  - b. Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities.

Should any defective work or materials be discovered or should a reasonable doubt arise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.
- 5) That the CITY reserves the right to add to or subtract from the estimated quantities or amount of work to be performed up to a maximum of 15% of the total bid price. The work to be performed or deducted shall be at the unit price bid.
- 6) 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 CITY; and that in the event any additional work are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.
- 7) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the CITY, the CONTRACTOR shall be compensated therefor at the unit price and as agreed to by both parties in the execution of the Change Order.
- 8) 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 CITY 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 CITY.
- 9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR further agrees to pay as liquidated damages as stipulated in the contract document General Conditions for each calendar day thereafter.
- 10) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the CITY prior to issuance of the Work Order and commencement of work on the project.

- 11) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in three (3) duplicate originals, the day and year first above written.

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 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 CITY or in any way to restrict the freedom of the CITY to exercise full discretion in its dealing with the Contractor.

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

STATE OF Oklahoma )  
COUNTY OF Cleveland )

Audrey Pottle, 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.

Submitted and sworn to before me this 19 day of May, 20 17.

Jeri Can  
Notary Public

My Commission Expires:

3/8/19



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

(Corporate Seal) (where applicable)

ATTEST:

\_\_\_\_\_  
Corporate Secretary (where applicable)

Principal

Signed:

Authorized Representative

Title

Address:

Telephone:

*Audrey Partee*  
*President*

*Trans-Tel Central*  
*2805 Broce Drive, Norman, OK*  
*73072*

*405 447-5025*

**CITY OF NORMAN**

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

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

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

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

**NORMAN MUNICIPAL AUTHORITY**

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

\_\_\_\_\_  
General Counsel

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

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairperson

CONTRACT AFFIDAVIT

STATE OF Oklahoma )  
COUNTY OF Cleveland )

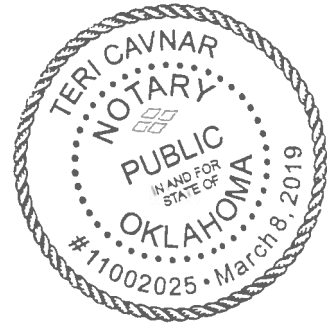
Audrey Pirtle, of lawful age, being first duly sworn, o oath says that (s)he is the Agent authorized by the Firm of Trans-Tel Central, Inc to submit the above Contract to the City of Norman, Oklahoma.

Affidavit further states that such firm has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

Audrey Pirtle  
CONTRACTOR

Subscribed and sworn to before me this 19 day of May, 20 17  
Teri Cavnar  
Notary Public

My Commission Expires: 3/8/19, 20 19.



# **EXHIBIT A**



2805 Broce Drive, Norman, OK 73072  
(405) 310-0743 / Fax: (405)447-5029  
E-mail: [harold.mcnutt@trans-tel.com](mailto:harold.mcnutt@trans-tel.com)

May 15<sup>th</sup>, 2017

The City of Norman

Tim Powers

Subject: Fiber Optic Cabling North toward Robinson St. from City Building "C".

Reference: Please find below the statement of work and pricing schedule for the construction and relocation of fiber optic infrastructure north towards Robinson St. from City Building "C" and levy the price on the Oklahoma State Regents for Higher Education and OneNet contract #B1407 (Conduit and Fiber Optic Construction).

### **Statement of work**

1. Trans-Tel will install approximately (4,400) feet of 2" SDR11 conduit as per approved pathway.
2. Trans-Tel will install (2) R48 hand holes and (6) GB36 hand holes in approved pathway.
3. Trans-Tel will install approximately (6,000) feet of 144 strand singlemode fiber optic cable from building C to the furthest north R48 at Robinson and Flood.
4. Trans-Tel will terminate (144) fibers inside building C MDF with SC connectors.
5. Trans-Tel will splice (144) fibers inside a new splice case at the far northern R48 hand hole, connecting the existing 144 strand fiber optic cable to the newly installed 144 fiber optic cable.
6. Trans-Tel will test newly installed fibers to insure each is compliant and provide digital test results to customer.

**All Materials will be provided by the customer.**

## Pricing Schedule

Sub Contractor	\$ 93,000.69
Materials	\$ 0.00
Labor	\$ 9,987.59
Bond	\$ 1,637.51
Total	\$ 104,625.79

Trans-Tel Central  
2805 Broce Drive  
Norman, Oklahoma 73072  
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E-Mail: [harold.mcnut1@trans-tel.com](mailto:harold.mcnut1@trans-tel.com)