

CONTRACT FOR CONSTRUCTION TESTING SERVICES

This contract for construction testing services (“Contract”) is entered into this ___ day of _____, 20___, by and between the City of Norman (a municipal corporation) (“City”), and its successors in interest, the Norman Municipal Authority (“NMA”) and CEC Corporation (“Consultant”)

WITNESSETH:

**CONTRACT NO. K-1718-12
CONSTRUCTION TESTING SERVICES**

WHEREAS, the City/NMA requires the services of a Construction Testing Consultant to perform services in connection with the Norman Public Library Central project; and

WHEREAS, the Construction Testing Consultant will provide services for this project in accordance with this Contract; and

WHEREAS, it is the intent of the City/NMA to utilize the services the Norman Public Library Central project; and

NOW, THEREFORE, in consideration of the mutual covenants contained hereinafter relating to the project, the parties agree to the following:

1. Definitions. All items and phrases not expressly defined herein shall have their ordinary meanings, consistent with local and state law, except where the contract clearly indicates a different meaning. For purposes of this Contract, the following terms and phrases shall have the meaning subscribed herein:

- A. *City/NMA* City of Norman, OK, and/or Norman Municipal Authority as it applies to the Norman Public Library Central project.
- B. *Engineer* The officer or/agent of the City/NMA in charge of overseeing the specific project for which services are be rendered.
- C. *Term of Contract* The term of this Contract shall run from the date of execution through two (2) years.

2. Basic Services. The Construction Testing Consultant is hereby engaged and employed by the City to perform in accordance with good construction testing practices and in the best interest of the City/NMA, and to provide all labor, tools, equipment and materials necessary to perform all the work as set out herein. The selected consultant(s) will perform construction testing activities during upcoming construction projects. The Consultant shall ensure all

testing work is completed under the supervision of Oklahoma registered professional engineers and in accordance with the applicable ASTM, AASHTO, or ODOT standards and the requirements of the City of Norman.

A. The Consultant's scope of work is anticipated to include, but is not limited to, the following activities:

- 1) Coordinate and schedule testing activities with the City/NMA design engineer to ensure the prime contractor is not delayed in the performance of the construction. Promptly communicate any problems anticipated or encountered.
- 2) Meet with staff for project discussions, coordination, and presentations as required.
- 3) Prior to initiation of the work, Consultant employees will attend health and safety meetings if required by the Contractor.
- 4) Provide adequate materials, labor and equipment to perform the work in a timely manner.
- 5) A list of proposed testing services and associated costs are included in **Attachment A**. The City may allow alternate test methodologies upon written approval. Submit, in a timely manner, two copies of testing results to City of Norman. Provide one additional copy to both the design engineer and prime contractor.
- 6) Results must be certified by an Oklahoma Registered Professional Engineer. Test reports must indicate whether the material tested meets (passes or fails) the Construction Specifications provided by the City of Norman.
- 7) Negotiated unit prices will include all costs of performing the laboratory testing work (labor, equipment, storage, etc.) and reporting in the unit price for each test. Charges other than the unit prices defined in the contract will not be accepted for payment. Unit prices defined in the contract will remain the same throughout the term of the agreement.
- 8) One mobilization per day, for all purchase orders combined, will be allowed, unless otherwise approved by the City's Project Manager in advance. Per diem, mileage, etc. must be included in the mobilization rate.
- 9) Hourly rates for professional engineer, project manager and field technician will be included. All costs of their services (labor, equipment, etc) will be included in the hourly rate. Unit prices defined in the contract will remain the same throughout the term of the agreement.

B. Changes in Work

- 1) In any case where the Construction Testing Consultant believes additional compensation and/or time is due for work and services not clearly covered by a project-specific work order, the Construction Testing Consultant shall promptly notify the City/NMA in writing of its intention to negotiate for such additional compensation and/or time. The Construction Testing Consultant shall give this notice prior to exceeding work order compensation and/or time limits. If such notification is not given, no claim for such extra compensation and/or time will be considered. Such notice by the Construction Testing Consultant shall not in any way be construed as proving the validity of the claim. The claim must be approved by the City/NMA. In such case where the claim is found to be just, it

shall be allowed and paid as Extra Work in accordance with the Compensation paragraph of this Contract and unit rates specifically identified therein.

- 2) Exhaustion of the administrative procedure outlined herein above is a prerequisite of and not a substitute for the right of judicial review of the dispute.
3. No Extra Work. No claims for extra work of any kind or nature or character shall be recognized by or be binding upon the City/NMA unless such work or service is first approved in writing by the City/NMA.
4. Compensation. Under the terms of this Contract, the Construction Testing Consultant agrees to perform the work described in the Basic Services scope of work, and the City/NMA agrees to pay the Construction Testing Consultant as compensation for professional services described therein at the unit rates and prices included in Attachment A.
5. Payments

Invoices shall be submitted monthly. The Consultant will submit an itemized invoice for Purchase Orders individually, no more frequently than monthly, to the requesting Project Manager, and the City/NMA will pay the Consultant based on the work completed that period. Payment will be based on the unit prices negotiated with the Consultant. Invoices shall state actual tests performed or actual time expended on services performed by the Construction Testing Consultant and shall meet the standards of quality as established under this Contract. The City/NMA agrees to pay the Construction Testing Consultant, as compensation for such testing services as listed herein in accordance with the unit rate schedule outlined in Attachment A to this Contract. Invoices shall be prepared and submitted by the Construction Testing Consultant and be accompanied by all supporting data required by the City/NMA. Payment of any invoice for any work or services may not be deemed to be recognition of satisfactory performance of said work or services or a waiver of any right of the City/NMA or any obligation of the Construction Testing Consultant should it be determined later that said work or services were negligently performed or provided or were not performed or provided in accordance with the standards required by this Contract.

Claims over \$12,500 require an Invoice Affidavit in accordance with state law. The City/NMA will review the invoice for payment. Should the City/NMA question or request additional documentation or disapprove all or a portion of any invoice, the Construction Testing Consultant will be notified so that it may provide additional documentation sufficient to permit the invoice to be paid, in whole or in part.

6. Indemnity. To the fullest extent permitted by law, the Construction Testing Consultant agrees to release, defend, indemnify and save harmless the City/NMA, their officers, agents and employees, from and against any and all loss of damage to property, injuries to or death of any person or persons and/or all claims, damages, suits, cost, expenses, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from or arising out of the Construction Testing Consultant's negligent acts, operations, errors and/or omissions under or in connection with this Contract, or the Construction Testing Consultant's negligent

use and occupancy of any portion of the project site, including, without limitation, negligent acts, operations, errors and/or omissions of the Construction Testing Consultant's officers, employees, representatives, suppliers, invitees, contractors, subcontractors or agents. The Construction Testing Consultant shall promptly advise the City/NMA in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and the Construction Testing Consultant, at its expense, shall assume the defense of the City/NMA, with counsel satisfactory to the City/NMA. This section shall survive the expiration of the Contract. Provided, however, the Construction Testing Consultant needs not release, defend, indemnify or save harmless the City/NMA and or their officers, agents and employees, from damages or injuries resulting from the negligence of the City/NMA, their officers, agents or employees. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under the provisions thereof.

7. Insurance. Required insurance shall be carried and maintained throughout the term of this Contract, and certificates of insurance shall contain a provision by the insurer(s) to the effect that the policy(s) may not be canceled, fail to be renewed, nor the limits decreased by endorsement without thirty (30) days prior written notice to the City/NMA and any participating public trust.

A. During the term of the Contract, the Construction Testing Consultant shall provide, pay for, and maintain with companies satisfactory to the City/NMA and any participating public trust, the types of insurance described herein. All insurance shall be from responsible insurance companies eligible to do business in the State of Oklahoma. All liability policies (except professional liability policies) shall provide that the City/NMA and any participating public trust are named additional insured as to the operations of the Construction Testing Consultant under this Contract and shall also provide the following Severability of Interest Provision.

With respect to claims involving any insured hereunder, except with respect to limits of insurance, each such interest shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.

Promptly after notice of award of this Contract, the insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance on the forms acceptable to the City/NMA. The certificate must be signed by the authorized representative of the insurance company(s) shown in the certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to the City/NMA. The required policies of insurance shall be performable in the Norman, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

No less than thirty (30) days prior written notice by registered or certified mail shall be given to the City/NMA of any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, the Construction Testing Consultant shall immediately notify the City/NMA and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the

City/NMA requests a written statement from the insurance company(s) as to any impairments to the aggregate limit, the Construction Testing Consultant hereby agrees to promptly authorize and have delivered to the City/NMA such statement. The Construction Testing Consultant authorizes the City/NMA such to confirm all information so furnished as to the Construction Testing Consultant's compliance with its bonds and insurance requirements the Construction Testing Consultant's insurance agents, brokers, surety and insurance carriers. All insurance coverage of the Construction Testing Consultant shall be primary to any insurance or self-insurance program carried by the City/NMA.

- B. No work or occupancy of the premises shall commence at the site unless and until the required certificates of insurance are provided and in effect and the written notice to proceed is issued to the Construction Testing Consultant by the City/NMA.
- C. The insurance coverage and limits required of the Construction Testing Consultant under this Contract are designed to meet the minimum requirements of the City/NMA. Such coverage and limits are not designed as a recommended insurance program for the Construction Testing Consultant. The Construction Testing Consultant alone shall be responsible for the sufficiency of its own insurance program. Should the Construction Testing Consultant have any question concerning its exposures to loss under this Contract or the possible insurance coverage needed therefore, the Construction Testing Consultant should seek professional assistance.
- D. The Construction Testing Consultant shall provide the City/NMA the following insurance:
- (1) Worker's compensation and employer's liability. The Construction Testing Consultant shall maintain, during the term of the Contract, worker's compensation insurance as prescribed by the laws of the State of Oklahoma and employer's liability insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) each for all its employees employed at the site of the project, and in case any work is subcontracted, the Construction Testing Consultant shall require the subcontractor similarly to provide worker's compensation and employer's liability insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the Construction Testing Consultant. In the event any class of employees engaged in work performed under the Contract or at the site of the project is not protected under such insurance heretofore mentioned, the Construction Testing Consultant shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.
 - (2) Commercial general liability insurance. The Construction Testing Consultant shall maintain during the term of the Contract sufficient commercial general liability insurance to protect the Construction Testing Consultant and any additional insured(s) from claims for bodily injury, including death, as well as from claims from property damages or loss, which may arise from activities, omissions and operations under the Contract, whether such activities, omissions and operations be by the

Construction Testing Consultant or by any subcontractor or by anyone directly or indirectly employed by or acting on behalf of or to the benefit of them. The amounts of such insurance shall be not less than the City/NMA’s maximum liability under the Government Tort Claims Act, 51 O.S. § 151 et seq., as amended from time to time and currently are:

- a. Property damage liability in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.
- b. All other liability in an amount of not less than One Hundred Twenty Five Thousand Dollars (\$125,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.
- c. Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

Note: If commercial general liability coverage is written in a “claims-made” form, the Construction Testing Consultant shall also provide tail coverage that extends a minimum of one year from the expiration of this Contract.

- (3) Automobile liability insurance shall be maintained by the Construction Testing Consultant as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles, with limits of not less than:

Bodily injury liability	\$125,000.00 \$1,000,000.00	Limit each person Limit each accident
Property damage liability	\$25,000.00 or	Limit each accident
Bodily injury and Property damage	\$1,000,000.00	Combined single limit each accident

- (4) Valuable paper insurance in an amount not less than \$25,000.00 to assure the restoration, in the event of their loss or destruction, of any field notes, drawings, documents, summaries, estimates, reports, specifications, data, as-built drawings, renderings, calculations, tracings, computer files, models or plans (hereinafter collectively referred to as “documents”) obtained or prepared as a part of this Contract and the delivery of said documents to the City/NMA upon completion, expiration, cancellation or termination of this Contract. The City/NMA is to be named as loss payee for its interest only.
- (5) Professional liability insurance. Before this Contract may become effective, the Construction Testing Consultant shall provide the City/NMA with a certificate of insurance evidencing the Construction Testing Consultant’s

coverage under a Professional Liability Insurance Policy in an amount not less than \$125,000.00 aggregate annual limit of liability. Such insurance shall be maintained for a period of two (2) years after the completion of construction of any project where services are rendered under this contract.

Any lapse of insurance coverage is declared a breach of this Contract. The City/NMA may, at its option, suspend this Contract until there is full compliance with this paragraph "Insurance" or terminate this Contract for nonperformance.

8. Termination for Convenience. The City/NMA may terminate this Contract, in whole or in part, for the City/NMA's convenience. The City/NMA may terminate by delivery or a notice to the Construction Testing Consultant, pursuant to paragraph "Notices" herein.

Upon receipt of the notice of termination, the Construction Testing Consultant shall (1) immediately discontinue all work and services affected (unless the notice directs otherwise, and (2) upon payment for work performed, deliver to the City/NMA all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated in performing this Contract, whether complete or incomplete unless the notice directs otherwise.

Upon termination for the convenience by the City/NMA, the City/NMA shall pay the Construction Testing Consultant for all work and services rendered, up to the time of the notice of termination, in accordance with the terms, limits and conditions of this Contract and as further limited by the not-to-exceed amounts set out in this Contract.

The rights and remedies of the City/NMA provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

Termination herein shall not terminate or suspend any of the required provisions of paragraph "Indemnity" or "Insurance" of this Contract

9. Guarantees of Work. It is possible that more than one consultant will be selected to perform testing services. This contract will not be a guarantee of work. A different consultant may be used for a specific project if it is deemed to be in the City/NMA's best interest.
10. Notices. All notices given pursuant to this Contract shall be in writing, delivered or mailed by United States mail, postage prepaid or faxed (with hard copy follow up by mail or delivery) and addressed as follows:

To the City/NMA:

The City of Norman
201-A West Gray
Norman, Oklahoma

Address shall include specific Attn: to the Department and person representing the City/NMA as overseeing the specific City/NMA project for which services are being

rendered, telephone numbers and FAX number shall also be to the specific department and person for which services are being rendered.

To the Construction Testing Consultant:
 CEC Corporation
 4555 West Memorial Rd.
 Oklahoma City, OK 73142-2013

The address of any person or party may be changed by notice to the other party, given in the manner described above. All such notices shall be deemed received when delivered.

11. Stop Work. Upon notice to the Construction Testing Consultant, the City/NMA may issue a stop work order suspending the performance of work and/or services under this Contract. The stop work order shall not terminate or suspended any of the required provisions of paragraph "Indemnity" and/or "Insurance" of this Contract. In the event the City/NMA issues a stop work order to the Construction Testing Consultant, the City/NMA will provide a copy of such stop work order to the contractor.
12. Compliance with Laws, Ordinances, Specifications and Regulations. The Construction Testing Consultant shall comply with all existing federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the work and/or services provided by this Contract.
13. Records and Accounts. During the term of this Contract and continuing for a period the longer of five (5) years after the final acceptance of the last completed project under this contract by the City/NMA, or until the final resolution of any outstanding disputes between the City/NMA and the Construction Testing Consultant or the contractor(s) on the project, the Construction Testing Consultant shall maintain: all documents, notes, drawings, specifications, reports, estimates, summaries, renderings, models, photograph, field notes, as-built drawings, information, survey results, plans, computer files and any other materials produced, created or accumulated in performing this Contract that have not been submitted to the City/NMA subsequent to final completion of the project and its internal accounting records, and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Contract.

The Construction Testing Consultant must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Construction Testing Consultant shall permit periodic audits by the City/NMA and the City/NMA's authorized representative. The periodic audit of the records in support of claims and invoices for the Contract shall be performed at times and places mutually agreed upon by the City/NMA and Construction Testing Consultant. Agreement as to the time and place for audits may not be unreasonable withheld.

14. Reporting to the City/NMA. The Construction Testing Consultant shall report to the City/NMA on a regular monthly basis and on an as needed basis.
15. Prohibition Against Collusion. The Construction Testing Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Construction Testing Consultant to solicit or secure this Contract. The Construction

Testing Consultant further warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Construction Testing Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

16. Work Order. A project-specific work order for each construction testing project will be provided to the Construction Testing Consultant by the City/NMA, with an estimated number of tests to be performed. The services of the Construction Testing Consultant are to commence upon the date set out in the work order and be completed in the number of mutually agreed upon number of calendar days. If the Construction Testing Consultant cannot perform the work and/or services within the time provided, and upon the submission by the Construction Testing Consultant of a request in writing to the City/NMA, indicating the length of extension required to perform a task, the City/NMA may grant a reasonable extension time. The request from the Construction Testing Consultant shall state the reason for the extension request, along with evidence showing that the Construction Testing Consultant is unable to complete this work in the time specified in the work order for reasons beyond its control. The Construction Testing Consultant is prohibited from claiming damages for delays and extensions of time.
17. Ownership of Documents. All documents, notes, drawings, specifications, reports, estimates, summaries, computer files, renderings, models, photographs, field notes, as-built drawings, information, surveys results, plans and any other materials produced, created or accumulated in performing this Contract, are and shall remain the property of the City/NMA and may be reproduced, distributed and published in whole or part without permission or any additional payments or fees to the Construction Testing Consultant. Reuse of said documents by the City/NMA shall be at the City/NMA's risk and responsibility and not that of the Construction Testing Consultant. The parties may use any portions of said documents at their own risk and responsibility.
18. Standard of Care. In providing the work and services herein, the Construction Testing Consultant shall maintain during the course of this Contract the standard of reasonable care, skill, diligence and professional competency for such work and/or services. The Construction Testing Consultant agrees to require all of its consultants, by the terms of its consultant's contracts, to provide services at the same standards of reasonable care, skill, diligence and professional competence required of the Construction Testing Consultant.
19. Subconsultants. The Construction Testing Consultant agrees to submit for approval by the City/NMA, prior to their engagement, a list of any subconsultants or subcontractors the Construction Testing Consultant intends to engage to perform work and/or services related to this Contract. Such approval will not be unreasonable withheld. The Construction Testing Consultant shall notify the City/NMA and seek pre-approval of any substitutions or changes in subconsultants or subcontractors.
20. Non-discrimination. In connection with the performance of work and/or services under this Contract the Construction Testing Consultant agrees as follows:
 - A. The Construction Testing Consultant shall not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). The

Construction Testing Consultant shall take affirmative action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, national origin, sex, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). Such action shall include, but not limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship. The nondiscrimination shall agree to post in conspicuous places, available to employees and applicants for employment, all notices applicable by law.

- B. In the event of the Construction Testing Consultant's noncompliance with this nondiscrimination clause, this Contract may be suspended, canceled or terminated by the City/NMA. The Construction Testing Consultant may be declared by the City/NMA ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by the Construction Testing Consultant.
 - C. The Construction Testing Consultant agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Contract.
21. Assignment. Inasmuch as this Contract is a personal and professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Construction Testing Consultant to provide professional and personal services to the City/NMA, the parties agree that the Construction Testing Consultant may not assign its obligations, rights or interest in this Contract except as set forth in paragraph "Termination for Default" subparagraph B.
22. Termination for Default. The City/NMA may cancel this Contract in whole or in part, for failure of the Construction Testing Consultant to fulfill or promptly fulfill its obligations under this Contract.
- A. After due notice and thirty (30) days within which to correct the default, this Contract may be terminated by either party for default upon fourteen (14) days written notice should the other party fail substantially to perform in accordance with the Contract terms through no fault of the party initiating the termination.
 - B. If this Contract is terminated by reason of a default of the Construction Testing Consultant prior to the completion of this project, regardless of the reason for said termination, the Construction Testing Consultant shall immediately assign to the City/NMA any contracts and/or agreements relative to this project entered into between the Construction Testing Consultant and its subcontractors and subconsultants, as the City/NMA may designate in writing and with the consent of the subcontractors and subconsultants so designated. With respect to those contracts and/or agreements assigned to and accepted by the City/NMA, the City/NMA shall only be required to compensate such subcontractors and subconsultants for compensation accruing to such parties under the terms of their agreements with the Construction Testing Consultant from and after the date of such assignment to acceptance by the City/NMA. All sums claimed by such Construction Testing Consultant to be due owing for services performed prior to such assignment and acceptance by the City/NMA shall constitute a

debt between the Construction Testing Consultant and affected subcontractors and subconsultants, and the City/NMA shall in no way be deemed liable for such sums. The Construction Testing Consultant shall include this provision and the City/NMA's rights and obligations hereunder in all agreements or contract entered into with the Construction Testing Consultant's subcontractors and subconsultants.

- C. Termination herein shall not terminate or suspend any of the required provisions of the paragraph "Indemnity" or "Insurance" of this Contract.
23. Time Is of the Essence. Both the City/NMA and the Construction Testing Consultant expressly agree that time is of the essence with respect to this Contract, and the time for performance of each task established by the work orders shall be made a part of this Contract and shall be strictly observed and enforced. Any failure on the part of the City/NMA to timely object to the time of performance shall not waive any right of the City/NMA to object at a later time.
24. No Damage for Delay. No payment, compensation or adjustment of any kind (other than an approved extension time) shall be made to the Construction Testing Consultant for damages because of hindrances or delays from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable. The Construction Testing Consultant agrees that it will make no claim for compensation or damages for any such delays and will accept as full satisfaction for such delays the extensions of time.
25. Local Business Utilization Report. The Construction Testing Consultant agrees to submit a Local Business Utilization ("LBU") Report to the City/NMA upon request within fourteen (14) days from the date of this Contract, to include the following information:
- A. A list identifying each of its subcontractors and subconsultants;
 - B. The location of the principal of business of each subconsultant or subcontractor;
 - C. The status of each subconsultant or subcontractor as local, small, disadvantaged, minority or otherwise;
 - D. The general scope of work to be performed by each subconsultant or subcontractor; and
 - E. The dollar amount of each subcontract.
26. Severability. In the event that any provision, clause, portion or section of this Contract is unenforceable or invalid for any reason, such unenforceability or invalidity may not affect the enforceability or validity of any other paragraph or the remainder of this Contract.
27. Entire Agreement. This Contract, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the City/NMA and the Construction Testing Consultant concerning the Contract. Neither the City/NMA nor the Construction Testing Consultant has made or shall be bound by any agreement or any representation to the other concerning this Contract which is not expressly set forth herein.
28. Amendment. This Contract may be modified only by a written amendment of subsequent date hereto approved by the City/NMA and the Construction Testing Consultant's scope of work is increased or changed so as to materially increase the need for right-of-way acquisition

services in excess of the not-to-exceed total compensation, the Construction Testing Consultant may seek to amend this Contract.

29. Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
30. Descriptive Headings. The descriptive headings of the sections of this Contract are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation or effect of this Contract.
31. Construction and Enforcement. This Contract shall be construed and enforced in accordance with the laws of the State of Oklahoma. In the event of ambiguity in any of the terms of this Contract, it shall not be construed for or against any party on the basis that such party did or did not author the same.
32. Survival of Representations. All representations and covenants of the parties shall survive the expiration of the Contract.
33. Parties Bound. This Contract shall be binding upon and inure to the benefit of all parties. This Contract is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.
34. Venue of Actions. The parties agree that if any legal action is brought pursuant to this Contract, such action shall be instituted in the district court of the appropriate County.
35. Effective Date. The effective date of this Contract shall be the date of execution of this Contract by the City/NMA.
36. Renewal. Unless written notification of termination or renegotiations of any or all portions of this contract, including unit costs, is given by The City of Norman/NUA or the Construction Testing Consultant at least sixty (60) 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 twelve (12) month period, with automatic renewal to apply to each successive twelve month period thereafter, not to exceed a total of thirty-six (36) months for the duration of the entire contract. At each renewal, unit prices will be adjusted by Consumer Price Index for the preceding twelve (12) months.
To this 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 of Norman/NUA to third persons, including, by way of illustration, but not exclusion, sureties upon performance bond, payment bonds, or other bonds, assignees of the Construction Testing Consultant, subcontractors, and persons performing labor, furnishing material or in any way contributing or assisting in the performance of obligations by the Construction Testing Consultant; nor shall any provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the City of Norman/NUA or in any way to restrict the freedom of the City of Norman NUA to exercise full discretion in its dealings with the Construction Testing Consultant.

In Witness Whereof, this Contract was executed and approved by the City of Norman this _____ day of _____, 20__.

ATTEST:

Maria Wilson
Secretary



Taylor Barnes
Vice President/Principal

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

City Attorney

In Witness Whereof, this Contract was approved and executed by the City of Norman, Oklahoma and the Norman Utilities Authority this _____ day of _____, 20__.

ATTEST:

The City of Norman/Norman Municipal Authority

City Clerk/Secretary

Mayor/Chairman



Exhibit A - consisting of two pages
as part of Contract No. K-1718-12

April 27, 2017

City of Norman
201 W. Gray
Norman, Oklahoma 73069

Attention: Mr. Terry Floyd

RE: Norman Public Library Central
103 W. Acres Street Norman, Ok 73069

Dear Mr. Floyd:

CEC Corporation (CEC) is pleased to submit an estimate for providing construction materials testing services for the referenced project. The proposal is based on plans and specifications provided by ADG.

PROPOSED SCOPE OF SERVICES

CEC will perform testing and inspection services on an on-call basis, as directed and scheduled by the City of Norman or designated agent of the owner or architect. Testing and inspection services must be scheduled by the client/contractor with at least 24 hours advance notice to our office dispatcher.

Our services will be performed in accordance with the unit rates (**all rates are per the contract between CEC and The City of Norman dated 12/18/2012 with the exception of the floor flatness/levelness testing**) on the attached cost estimate. The actual cost of CEC's services will vary depending on the actual number of site visits, and number of tests performed.

We are excited about the opportunity to submit this proposal and, if chosen, look forward to working with you to achieve a successful project. If you have any questions, do not hesitate to contact us.

Sincerely,
CEC CORPORATION

John Riggs
CEC Materials Lab Manager

A handwritten signature in blue ink, appearing to read 'John Riggs', is written over the typed name and title.



CEC
materials testing

MATERIALS TESTING FEE ESTIMATE

Norman Public Library Central

Test Type	Quantity	Price	Unit	Total
Fab.of Concrete Test Specimens	500	\$21.00	Each	\$10,500.00
Compressive Strength	500	\$14.75	Each	\$7,375.00
Standard Proctor	10	\$159.75	Each	\$1,597.50
Atterberg Limits	10	\$71.00	Each	\$710.00
Sieve Analysis	10	\$54.50	Each	\$545.00
In-Place Density	200	\$41.50	Each	\$8,300.00
Special Inspections***	220	\$49.75	Hour	\$10,945.00
Engineering Time*	8	\$97.25	Hour	\$778.00
HMA Sample	1	\$639.00	Each	\$639.00
Floor Flatness/Floor Levelness	71486	\$0.15	sq ft	\$10,722.90
Trip Charge (1 per day maximum)	200	\$50.00	Trip	\$10,000.00
Structural Steel Inspection**	56	\$70.00	Hour	\$3,920.00
Compressive Strength of Grout Prism's	10	\$139.00	set	\$1,390.00
Compressive Strength of Mortar Cubes	10	\$118.00	set	\$1,180.00
Testing Total				\$56,489.50

* If necessary

**Performed by the Inspection Group

***Special inspection hours are for Fire Proofing, Proof Rolling, Reinforcing Steel, Drilled Pier, Masonry, etc. Observations.

CEC Corporation

City of Norman

Name: John Riggs
Title: Materials Testing Department Head

Name: Terry Floyd
Title: Development Coordinator

Date: 6/8/2017

Date:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/6/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FRS/FISA - Jackson Barton Insurance Agency PO Box 12120 Oklahoma City OK 73157-2120		CONTACT NAME: Barbara Story PHONE (A/C. No. Ext): (405)947-8751 FAX (A/C. No): (405)946-2062 E-MAIL ADDRESS: BarbaraS@thefrsgroup.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Valley Forge Ins Co	NAIC # 2 0508
		INSURER B: National Fire Ins of Hartford	2 0478
		INSURER C: Continental Insurance Co	3 5289
		INSURER D: Transportation Ins Co	2 0494
		INSURER E: XL Specialty Insurance Co	3 7885
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1753109066 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		4034953959	11/1/2016	11/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Broad Form Endorsement \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		6014499599	11/1/2016	11/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			4034952987	11/1/2016	11/1/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6014501545	11/1/2016	11/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Valuable Papers \$165,000			4034953969	11/1/2016	11/1/2017	Per Claim Prof Liab 5,000,000
E	Professional Liability			AED95857-0617	6/8/2017	6/8/2018	Professional Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CEC #170122.0191 City of Norman Project No. K-1718-12 Norman Public Library Central - Materials Testing. The City of Norman is listed as an addl insured on Gen Liab & Auto Liab & listed as loss payee on the Valuable Papers for its interest only as required by written contract. Coverage is Primary & Non Contributory. This certificate or memorandum of insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded by above listed policies.

CERTIFICATE HOLDER City of Norman 201-A West Gray Norman, OK 73070	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Cole Richardson/BARBS
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Cancellation / Non-Renewal – Oklahoma

Wherever used in this endorsement: 1) Insurer means "we", "us", "our" or the "Company" as those terms may be defined in the policy; and 2) Named Insured means the first person or entity named on the declarations page; and 3) "Insured(s)" means all persons or entities afforded coverage under the policy.

Any cancellation, non-renewal or termination provision(s) in the policy are deleted in their entirety and replaced with the following:

CANCELLATION AND NON-RENEWAL

A. CANCELLATION

- 1. The Named Insured may cancel the policy at any time. To do so, the Named Insured must return the policy to the Insurer or any of its authorized representatives, indicating the effective date of cancellation; or provide a written notice to the Insurer, stating when the cancellation is to be effective.
2. Cancellation by the Insurer

After this Policy has been in effect more than forty-five (45) "business days" it may only be canceled for one of the following reasons:

- a. Non-payment of premium;
b. Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted thereunder;
c. Discovery of willful or reckless acts or omissions on the part of the Named Insureds which increase any hazard insured against;
d. The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;
e. A violation of any local fire, health, or safety, building or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;
f. A determination by the Commissioner that the continuation of the Policy would place the insurer in violation of the Oklahoma insurance laws;
g. Conviction of the insured of a crime having as one of its necessary elements an act increasing any hazard insured against; or
h. Loss of or substantial changes in applicable reinsurance.

The Insurer will mail notice of cancellation at least sixty (60) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, notice of cancellation will be mailed at least ten (10) days prior to the effective date of such cancellation.

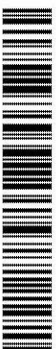
B. PREMIUM REFUND

If this policy is cancelled, the Insurer will send the Named Insured any premium refund due. If the Insurer cancels the refund will be pro rata. If the Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if the Insurer has not made or offered a refund.

C. NON-RENEWAL

- 1. The Insurer has the right to non-renew this policy effective on any policy anniversary date. All written notices of non-renewal must be mailed to the Named Insured at the last address known to the Insurer, at least sixty (60) days prior to the expiration date and shall provide a specific explanation of the reason(s) for non-renewal. If notice is given by mail, said notice shall be deemed to have been given on the day

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Cancellation / Non-Renewal – Oklahoma

that said notice is mailed. If notice is mailed less than sixty (60) days before expiration of the Policy, coverage shall remain in effect until sixty (60) days after the notice is mailed. Earned premium for any period of coverage that extends beyond the expiration date shall be considered pro-rata based on the previous year's rate. The transfer of a policyholder between Insurers within the same insurance group is not a refusal to renew. In addition, changing deductibles, changes in premium, changes in the amount of insurance, or reductions in policy limits or coverage are not refusals to renew.

2. Notice of nonrenewal shall not be required if the Insurer within the same insurance group has offered to issue a renewal policy or, if the Named Insured has obtained replacement coverage or has agreed in writing to obtain replacement coverage.
3. If the Insurer provides the notice required by this subsection and thereafter the Insurer extends the policy for ninety (90) days or less, an additional notice of nonrenewal is not required with respect to the extension.

D. CONDITIONAL RENEWAL

1. The Insurer shall give to the Named Insured at the last address known to the Insurer, written notice of premium increase, change in deductible, reduction in limits or coverage at least sixty (60) days prior to the expiration date of the policy. If the Insurer fails to provide such notice, the premium, deductible, limits and coverage provided to the Named Insured prior to the change shall remain in effect until notice is given or until the effective date of replacement coverage obtained by the Named Insured, whichever first occurs. If notice is given by mail, said notice shall be deemed to have been given on the day said notice is mailed. If the Named Insured elects not to renew, any earned premium for the period of extension of the terminated policy shall be calculated pro rata at the lower of the current or previous year's rate. If the Named Insured accepts the renewal, the premium increase, if any, and other changes shall be effective the day following the prior policy's expiration or anniversary date.
2. Proof of mailing of notice of cancellation, or of nonrenewal or of premium or coverage changes, to the Named Insured at the address shown in the policy, shall be sufficient proof of notice.
3. This subsection shall not apply to:
 - a. Changes in a rate or plan filed with or approved by the Insurance Commissioner or filed pursuant to the property and Casualty Competitive Loss Cost Rating Act and applicable to an entire class of business; or
 - b. Changes based upon the altered nature or extent of the risk insured; or
 - c. Changes in policy forms filed with or approved by the Insurance Commissioner and applicable to an entire class of business.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.