

CONTRACT

THIS CONTRACT made and entered into this 21 day of November, 2019, by and between Streets, L.L.C., 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

ANIMAL WELFARE HVAC REPLACEMENT PROJECT

WHEREAS, the CITY has duly awarded this CONTRACT to said CONTRACTOR, for the sum named in the proposal, to wit: Two hundred fifty six thousand eight hundred twelve Dollars (\$256,812.00)

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 this CONTRACT.
- 2) The CITY shall make payments minus a retainage as stipulated in the contract documents 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. The CITY shall complete payment to the CONTRACTOR within 30 days of invoice receipt.

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.

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.

CONTRACT

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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 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, 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 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same 120 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 at 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.

And that the CONTRACTOR'S proposal is hereby made a part of this Agreement.

- 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 the day and year first above written.
- 12) **EQUAL EMPLOYMENT OPPORTUNITY Streets, L.L.C.**, hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations. **Streets, L.L.C.**, affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is **Streets'** policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. **Streets, L.L.C.**, further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-1 00 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

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.

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

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA)

Kevin Cockerham, 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.

Kevin Cockerham

Submitted and sworn to before me this 21 day of November, 2019.

Season Taylor
Notary Public

My Commission Expires:
7/5/2021



IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 21 day of November, 2019, and the 21 day of November, 2019.

(Corporate Seal) (where applicable)

ATTEST:

[Signature]
Corporate Secretary (where applicable)

STREETS, LLC
Principal

Signed: [Signature]
Authorized Representative
PRESIDENT
Title

Address: 100 SE 25th St

OKLA City, OKLA 73129

Telephone: 405-632-6664

CITY OF NORMAN

Approved as to form and legality this 5 day of December, 2019.

[Signature]
City Attorney

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

ATTEST:

City Clerk

Mayor



Streets, LLC MECHANICAL CONTRACTORS

OKLAHOMA LICENSE NUMBERS
PLUMBING 3530
MECHANICAL 4583
ELECTRICAL 2982

100 SE 25th Street
Oklahoma City, Oklahoma 73129
Phone (405) 632-6664
Fax (405) 632-0732

City of Norman Oklahoma
Norman Animal Welfare Center
Attn: David Teuscher

November 14, 2019

RE: Norman Animal Welfare Center Repairs

Streets LLC. is pleased to provide the following proposal for your review and acceptance

Although it is our goal, Streets, LLC can NOT guarantee that the design conditions for the Norman Animal Welfare Center HVAC systems will be achieved. Taking into consideration the information we have of the facility's history, our awareness of the original installation, our inspection of the facility and the estimated budgets, we offer this proposal and the recommendations below as the best steps toward reasonable facility HVAC systems performance.

Scope of Work

- | Item | Description |
|------|--|
| 1) | <p>Provide mechanical labor and materials to remove existing rooftop packaged HVAC units and replace with new replacement Johnson Controls rooftop package units with the following factory mounted components and accessories</p> <p>TAGS: RTU-1,2,3,4,5,6,7,8,9
RTU-1, 7: 4 Ton
RTU-2: 12.5 Ton
RTU-3, 4, 9: 7.5 Ton
RTU-5, 6: 3 Ton
RTU-8: 10 Ton
460-3-60
Gas Heat
Hot Gas Reheat
Economizer w/ Baro Relief
Return Air Smoke Detector
Non-Powered Convenience Outlet
Disconnect Switch
Hail Guard
Humidity Sensor
BACnet Communication Card
Blygold Internal Cabinet and Coil Coating with 3 Year Warranty -- Coating to cover all coils and all refrigerant piping</p> <ul style="list-style-type: none">Disassemble unit(s) as necessary.Apply Blygold® PoluAl XT aluminum impregnated polyurethane corrosion protection coating to the evaporator coils.Apply Devco Devran 201 universal epoxy primer to the interior components including tubesheet/headers, piping, filter racks, and interior casings of the units.Apply Devco Devran 224HS high-build epoxy self-priming intermediate coating to the interior components including tubesheet/headers, piping, filter racks, and interior casings of the units.Apply Devco Devthane 379UVA aliphatic urethane top coat to the interior components including tubesheet/headers, piping, filter racks, and interior casings of the units.Reassemble the unit(s).
Model(s): qty 2 JA3ZRN05B4DZZ5 (3-ton), qty 2 JA4ZRA05B4KZZ5 (4-ton),
qty 1J07ZRN10P4KZZ5, qty 2 J07ZRN10B4KZZ5 (7.5-ton), qty 1
J100ZRN15P4KZZ5 (10-ton)
qty 1 J12ZRN15P4KZZ5 (12.5-ton) |
| 2) | Includes all hosting and rigging to remove existing RTUs and set new RTUs |
| 3) | Includes reconnecting power, gas and control wiring |
| 4) | Includes start-up and operational checks |
| 5) | Includes new UV light air purification modules in each unit |

- 6) Includes Repairs and modifications to ductwork listed below:
 - Remove return air ducts in guillotine kennel area and move to a new location that permits proper re-circulation of inside air
 - Make sure surgery units are properly ducted to provide outside air
 - Check remaining duct systems for proper operation
 - Provide and install dampers to allow proper test and balance (TAB)

- 7) Includes air flow test and balancing
 - Includes measurement and adjustment air flow of all air movement equipment
 - All work to be performed during normal business hours
 - Testing, Adjusting and Balancing (TAB) will be made within the limitations of the equipment being tested
 - All additional material and labor cost associated with the installation or replacement of drives, sheaves and belts required to make equipment and or devices to meet specifications are not included in this quote.

Price for above services.....\$198,687.00

Notes:

- The units will be equipped with hot gas reheat to provide dehumidification, however, the standard unit controls may be inadequate for this application. A building automation system is recommended in order to provide better management of space temperatures and relative humidity. The automation system would also provide a means for monitoring and quicker response to failures within the HVAC systems.
- Due to complexity of these units and the harsh environment they will be subjected to, a well-structured maintenance schedule for inspections, cleaning and routine maintenance will be required to maintain proper operation and performance

Exclusions:

Excludes anything not specifically listed above

Excludes any provision for addition of a make-up air or dedicated outside air system

Excludes any ductwork not listed above

Price good for 30 days from the date listed above.

Should you have any questions, please don't hesitate to contact me at 405-632-6664

Respectfully submitted,
Troy Watson

Troy Watson

Streets LLC

Phone 405-632-6664

Fax 405-632-0732

Acceptance of Proposal By

Name: _____

Signed: _____

Title: _____

Date: _____

Purchase Order: _____



Streets, LLC
MECHANICAL CONTRACTORS

OKLAHOMA LICENSE NUMBERS
PLUMBING 3530
MECHANICAL 4583
ELECTRICAL 2982

100 SE 25th Street
Oklahoma City, Oklahoma 73129
Phone (405) 632-6664
Fax (405) 632-0732

City of Norman Oklahoma
Norman Animal Welfare Center
Attn: David Teuscher

November 14, 2019

RE: Norman Animal Welfare Center HVAC Building Automation Controls

Streets LLC. is pleased to provide the following proposal for your review and acceptance.

Scope of Work

Item Description

1) Provide Building Automation Controls

- Provide and install control system by ES2 to allow for building wide control and monitoring of HVAC systems
- System to provide notification of alarms to designated personnel
- System to allow secured remote access for designated personnel

Price for above service \$58,125.00

Exclusions:

Excludes anything not specifically listed above

Price good for 30 days from the date listed above.

Should you have any questions, please don't hesitate to contact me at 405-632-6664

Respectfully submitted,
Troy Watson

Troy Watson

Streets LLC

Phone 405-632-6664

Fax 405-632-0732

Acceptance of Proposal By

Name: _____

Signed: _____

Title: _____

Date: _____

Purchase Order: _____