

**CONTRACT**

THIS CONTRACT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Shawnee Lighting Systems, Inc., 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 proposalding documents for the work hereinafter described and has approved and adopted all of said proposalding documents, and has caused Notice to Bidders 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:

**GRIFFIN PARK SOCCER FIELD LIGHTING**

as outlined and set out in the proposal documents and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the CONTRACTOR in response to said Notice to Bidders, has submitted to the CITY on the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the CITY, 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-prepared project, and has duly awarded this CONTRACT to said CONTRACTOR, for the sum named in the proposal, to wit:

two hundred fifty thousand eight hundred sixty nine DOLLARS (\$250,869);

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 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: (If none, so state.)
- 2) The City shall make payments to the Contractor in the following manner: On or about the first day of each month, 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 and of materials suitably stored at the site (if any) thereof during the preceding calendar month. 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 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 Director, 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 60 calendar days.

The Notice to Bidders published in the Norman Transcript November 1st and 8th, 2013, the instruction to bidders, the special and general provisions of specifications and the Contractor's proposal or proposal, each of said instruments on file in the office of the City Clerk of the City of Norman, are hereby referred to and by reference thereto are 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.

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

CORPORATE SEAL

Shawnee Lighting Systems, Inc.  
Company Name

ATTEST: Thalia Odell  
Corporate Secretary

BY Billy Odell  
Principal

STATE OF Oklahoma )

COUNTY OF Pottawatomie )

Billy Odell, 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.

Billy Odell  
Principal

Subscribed and sworn to before me this 2 day of December, 2013.

Heather Kuhlman  
Notary Public

My Commission Expires:  
12-16-2016

CITY OF NORMAN

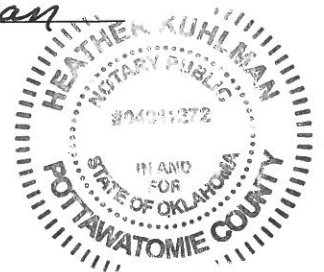
Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

ATTEST:  
\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor



CONTRACT AFFIDAVIT

STATE OF Oklahoma )  
COUNTY OF Pottawatomie )

Billy Odell, of lawful age, being first duly sworn, o oath says that (s) he is the Agent authorized by the Firm of Shawnee Lighting Systems, 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.

Contractor: Billy Odell

Subscribed and sworn to before me this 2 day of December, 2013.

Heather Kuhlman  
Notary Public

My Commission Expires: December 16, 2016.

