

CONTRACT

THIS CONTRACT made and entered into this 30 day of August, 2012, by and between H. H. Const 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 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:

LITTLE AXE PARK SIDEWALK IMPROVEMENTS

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said contract; and

WHEREAS, the Contractor has submitted to the City of Norman 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, 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: amount: Forty Four Thousand Seven Hundred & no Dollars (\$ 44,700.⁰⁰);

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, workmanlike 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 Director of Park and Recreation 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 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 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 as required by Senate Bills 469 of the 1974 Legislature.

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 estimates to the Contractor; thereupon, the final estimate (including retainages) 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 in 120 calendar days.

In the months of July and August, 2012, staff received bids from contractors based on the specifications provided by Cardinal Engineering which are on file in the office of the Director of Parks and Recreation 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.

Contract # K-1213-45

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 30 day of August, 2012.

CORPORATE SEAL

N/A

Hill Construction
Company Name

ATTEST: N/A
Corporate Secretary

BY Leslie Smith-Huddas
President

STATE OF Oklahoma
COUNTY OF Cleveland

Leslie Smith-Huddas, 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.

Leslie Smith-Huddas
President

Subscribed and sworn to before me this 7 day of September, 2012

[Signature]
Notary Public

My Commission Expires: 1-27-14
Commission Number: 10000808

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:

Mayor

City Clerk

