

CONTRACT

THIS CONTRACT made and entered into this 19 day of June, 20 19, by and between NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, the CITY OF NORMAN, a municipal corporation, designated as NORMAN, and Meyer Dirt Works, LLC, hereinafter designated as the CONTRACTOR.

WITNESSETH

Whereas, the AUTHORITY 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:

**REMOVAL AND PERMITTED DISPOSAL OF WATER TREATMENT PLANT  
RESIDUALS**

Removal and permitted disposal of approximately 35,500 cyds of water treatment plant residuals from lagoons located at water treatment plant as outlined and set out in the bidding documents and specifications which are incorporated herein by reference and made a part hereof; and

Whereas, the Contractor in response to said Solicitation for Bids, has submitted to the AUTHORITY in the manner and at the time specified, a sealed proposal in accordance with the terms of said bidding documents to specifications; and

Whereas, the AUTHORITY, 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-named project, and has duly awarded this contract to said Contractor for the itemized bid prices as shown in Attachment A.

Final payment will be made upon completion of each lagoon and solely based on quantities utilized for the project.

NOW, THEREFORE, for and in consideration of the mutual agreement and covenants herein contained, the parties to this Contract have agreed, and hereby agree, as follow:

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 the bid proposal and specifications and this Contract and the following Contract Documents: Notice to Bidders, the Contractor's Bid or Proposal, Specifications, and Addendum No. 1, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this Contract as fully as if the same were set out at length.
2. The AUTHORITY shall make payment to the contractor in the following manner: Upon completion and acceptance by the Norman Utilities Authority the Contractor shall be paid in full. The City shall complete payment to the

CONTRACTOR within 30 days of invoice receipt.

3. Unless written notice of termination or renegotiations of any or all portions of this contract, including unit cost, is given by the NUA or CONTRACTOR at least (60) sixty 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 (12) twelve month period, with provisions for automatic renewal to apply to each successive (12) twelve month period thereafter.

4. Materials and/or services purchased by CONTRACTOR in connection with the City project shall be subject to the payment of City sales tax.

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 18 day of June, 2019, and the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal)

Kerth Meyer  
Principal

ATTEST:

Signed: Kerth Meyer  
Authorized Representative  
owner  
Title

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

Address: 2915 72nd Ave SE  
Norman, OK 73070  
Telephone: 405 863 7574

NORMAN UTILITIES AUTHORITY

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

\_\_\_\_\_  
Authority Attorney

Approved by the NORMAN UTILITIES AUTHORITY this \_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman