

CONTRACT

THIS CONTRACT made and entered into this 12 day of September, 2023, by and between NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, and the CITY OF NORMAN, a municipal corporation, hereinafter designated as AUTHORITY, and Jared Chandler Dozer & Excavation, 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 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 CONTRACTOR to be the lowest and best bidder on the above-named project, and has duly awarded this contract to the CONTRACTOR for the itemized bid prices as shown in Attachment A; and-

Whereas, payment will be made upon completion of each lagoon and using unit prices 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, 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 of the cleaned cell by the AUTHORITY, the CONTRACTOR shall be paid in full for the work completed. The AUTHORITY 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 AUTHORITY 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 AUTHORITY project shall be subject to the payment of AUTHORITY sales tax.
5. CONTRACTOR, at CONTRACTOR's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City of Norman business tax certificate.
6. AUTHORITY and CONTRACTOR agree that in the performance of the services, CONTRACTOR shall be, and is; an independent contractor, and that CONTRACTOR and its employees are not employees of AUTHORITY. CONTRACTOR has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting CONTRACTOR.
 - a. CONTRACTOR shall be solely responsible for, and shall save AUTHORITY harmless from, all matters relating to the payment of CONTRACTOR's employees, agents, and subcontractors, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.
 - b. CONTRACTOR acknowledges that CONTRACTOR and CONTRACTOR's employees are not entitled to receive from AUTHORITY any of the benefits or rights afforded employees of AUTHORITY, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.
7. Except as Manager may specify in writing, CONTRACTOR, and its agents, employees, and subcontractors shall have no authority, expressed or implied, to act on behalf of AUTHORITY in any capacity as AUTHORITY, as agents or otherwise, or to bind AUTHORITY to any obligation.
8. CONTRACTOR agrees that this Agreement contemplates personal performance by CONTRACTOR and is based upon a determination of CONTRACTOR's

personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of CONTRACTOR under this Agreement will be permitted only with the express written consent of the AUTHORITY, which consent may be withheld for any reason.

9. CONTRACTOR and AUTHORITY agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of CONTRACTOR and AUTHORITY.
10.
 - a. CONTRACTOR agrees that all persons employed by CONTRACTOR shall be treated equally by CONTRACTOR without regard to or because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the sex, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of Oklahoma, and AUTHORITY.
 - b. CONTRACTOR agrees that, during the performance of this Agreement, CONTRACTOR and any other parties with whom CONTRACTOR may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex, or any other status protected by law.
 - c. CONTRACTOR agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex, or any other status protected by law.
 - d. CONTRACTOR shall provide AUTHORITY staff with access to and, upon request by AUTHORITY, provide copies to AUTHORITY of all of CONTRACTOR's records pertaining or relating to CONTRACTOR's employment practices, to the extent such records are not confidential or privileged under State or federal law.
11. CONTRACTOR and AUTHORITY agree that neither AUTHORITY nor CONTRACTOR shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

IN WITNESS WHEREOF, AUTHORITY and CONTRACTOR have executed this Contract this 12 day of September, 2023.

(Corporate Seal)

Principal

ATTEST:

Signed: *Paul Chalk*
Authorized Representative

Corporate Secretary (where applicable)

Owner
Title

Address: 13578 E CR 1560

Lindsay, OK 73052

Telephone: 405-756-0886

NORMAN UTILITIES AUTHORITY

Approved as to form and legality this 4th day of September, 2023.

Mr. [Signature]
Authority Attorney

Approved by the NORMAN UTILITIES AUTHORITY this _____ day of _____, 2023.

ATTEST:

Secretary

Chairman