

CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 20____, by and between Innovative Roadway Solutions, LLC _____ 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 of said bidding 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 projects:

BID 2526-1 STREET MAINTENANCE BOND PROGRAM - ASPHALT PREVENTIVE MAINTENANCE, FYE 2026 LOCATIONS

as outlined and set out in the bidding 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 in 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:

(WRITTEN) FOUR HUNDRED FIFTY-THREE THOUSAND, SIX HUNDRED TWENTY-FIVE AND 00/100 (DOLLARS);

(NUMERALS) (\$ 453,625.00) .

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 and the following CONTRACT Documents: The Bid Notice published in the Journal Record, the Notice to Bidders, Instructions to Bidders, the Contractor's Bid or Proposal, Specifications, Provisions, and Bonds thereto, 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 CITY shall make payments 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.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 62, Section 310.9.

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 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. Any suspension of work must be approved by the engineer or the engineer's representative. The contract period is as follows:

**STREET MAINTENANCE BOND PROGRAM - ASPHALT PREVENTIVE
MAINTENANCE, FYE 2026 LOCATIONS**

100 Calendar Days

1. 100 Calendar Days does not include weather days

i) Weather days to be determined by the engineer or streets program manager

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.
- c. Should any defective work or materials be discovered or should a reasonable doubt rise as 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.
- d. And that the CONTRACTOR'S bid is hereby made a part of this Agreement.

5) The amount of retainage with respect to progress payments will be 5%, or as otherwise permitted by applicable law.

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 are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

Contract No. K-2526-2

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 therefore 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 therefore by the CITY.

9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR further agrees to pay liquidated damages, as stipulated in the contract document and the General Conditions included in the City of Norman Standard Specifications and Construction Drawings, 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. The CONTRACTOR shall provide written documentation from the Maintenance Bond Company that all work, including Change Orders, is covered by the Maintenance Bond before final acceptance of the project.

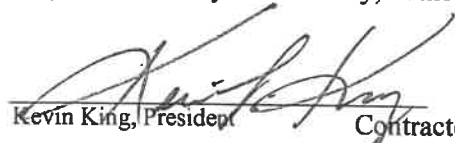
11) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four (4) duplicate originals, the day and year first above written.

12) 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 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 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.

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

STATE OF TEXAS)
~~Oklahoma~~) ss:
COUNTY OF SMITH)

Kevin King, 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 King, President Contractor

Contract No. K-2526-2

Subscribed and sworn to before me this 26th day of June, 2025.

Cheryl Newman
Notary Public

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 26th day of June 2025, and the 26th day of June, 2025.

(Corporate Seal) (where applicable)



Principal

Signed: [Signature]

Title: PRESIDENT

Address 493 DR. M. ROPER PKWY N
BULLARD, TX 75757

Telephone: 903 894 4520

ATTEST:

Authorized Representative

[Signature]
Corporate Secretary (where applicable)

CITY OF NORMAN:

Approved as to form and legality this 6 day of August, 2025.

[Signature]
City Attorney

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

ATTEST:

City Clerk

Mayor

CONTRACT AFFIDAVIT

STATE OF TEXAS)
) ss:
COUNTY OF SMITH)

KEVIN KING, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of Innovative Roadway Solutions, LLC to submit the above Contract to the City of Norman, Oklahoma.

Affiant 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.


Kevin King, President Contractor

Subscribed and sworn to before me this 26th day of June, 2025.




Notary Public

My Commission Expires:

03/11/28

Client#: 86677

LIONMARKC

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of MO, LLC 12645 Olive Blvd Ste 300 St Louis, MO 63141 314 523-8800		CONTACT NAME: Megan Wilkerson PHONE (A/C, No, Ext): 314 523-8800 FAX (A/C, No): 314 453-7555 E-MAIL ADDRESS: megan.wilkerson@assuredpartners.com	
INSURED Innovative Roadway Solutions, LLC 1620 Woodson Road Saint Louis, MO 63114		INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Co.	NAIC # 16535
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GLO353785700	03/05/2025	03/01/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		BAP353785800	03/05/2025	03/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC353785600	03/05/2025	03/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GENERAL LIABILITY

- Designated Per Project General Aggregate
 - Designated Per Location General Aggregate
 - Additional Insured: Vendors per written contract or written agreement
 - Additional Insured - Owner, Manager or Lessor of Premises at which you are performing or have
- (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Norman OK 225 N. Webster Ave, Norman, OK 73069	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

DESCRIPTIONS (Continued from Page 1)

performed operations. Person/Organization: Each

Premises Owner, Manager or Lessor that you agree, but not in a written contract or agreement, to include as

an Additional Insured on this coverage part.

PROJECT/LOCATION: Each Project for which a written contract you have with a tenant of the premises: 1)

Owned or Leased by a person or organization

that is a premises owner or Lessor or 2) Managed by a person or organization that is a premises manager

WHICH REQUIRE "YOUR WORK" to be performed for such tenant.

- Additional Insured - Mortgagee, Assignee or Receiver in favor of: Each Mortgagee, Assignee or Receiver that you agree, but not in a written contract or agreement, to include as an Additional Insured.

- Additional Insured: Lessor of Leased Equipment Automatic Status when required in lease agreement

- Additional Insured: State or Governmental Agency or Political Subdivision Permits or Authorization where

required by written contract or agreement

- Primary & Non-Contributory per written contract or agreement

- Waiver of Subrogation per written contract or agreement

- Broadened Contractual Liability; Removes the 50ft Railroad Exclusion.

- 30 Day Notice of Cancellation should the policy be cancelled or non-renewed. 7 Day Notice of Cancellation

due to non-payment of premium.

BUSINESS AUTO LIABILITY

- Additional Insured when required by written contract or agreement

- Lessor: Additional Insured and Loss Payee Any Lessor for Any Leased Autos

- Loss Payable per written contract or agreement

- Primary & Non-Contributory Coverage when required by written contract or agreement

- Waiver of Subrogation when required by written contract or agreement

- Coverage for Certain Operations in Connection with Railroads: Any Railroad All work in connection with construction or demolition operations within 50 ft.

of a railroad.

- 30 Day Notice of Cancellation should the policy be cancelled or non-renewed. 7 Day Notice of Cancellation

due to non-payment of premium.

PHYSICAL DAMAGE COVERAGE:

Valuation: Actual Cash Value

- Private Passenger and Commercial Vehicles (other than Tractors)

o Comprehensive Deductible: \$250

o Collision Deductible: \$500

- For Tractors:

o Comprehensive Deductible: \$1,000

o Collision Deductible: \$1,000

- Hired Car Physical Damage:

o Comprehensive Deductible: \$100

o Collision Deductible: \$500

WORKERS COMPENSATION / EMPLOYERS LIABILITY

- Workers Comp Coverage is provided for All States except Monopolistic States

- Employers Liability coverage is provided for All States including Monopolistic States (ND, OH, WA & WY)

- USL&H Coverage is provided for the following States: MO and IL

- Waiver of Subrogation when required by written contract or agreement

- 30 Day Notice of Cancellation should the policy be cancelled or non-renewed. 7 Day Notice of Cancellation

due to non-payment of premium.

SUBJECT TO THE POLICY TERMS, CONDITIONS, AND EXCLUSIONS.

DESCRIPTIONS (Continued from Page 1)

RE: City of Norman Street Maintenance Bond Program Contract No. K-2526-2

Additional Insured: City of Norman OK