



**SPECIFICATIONS
AND
CONTRACT DOCUMENTS
FOR THE
Robinson, Rambling Oaks and Foxborough Stormwater Pipe Lining**

Contract No. – K-2627-62

Maintenance Bond No. – MB-2627-20

Performance Bond – B-2627-38

Statutory Bond – B-2627-39

Project Agent Resolution – R-2627-43

**CITY OF NORMAN
225 N. WEBSTER
NORMAN, OKLAHOMA 73069
(405) 366-5452**

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AND
CONTRACT DOCUMENTS**

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CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 20____, by and between _____ 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 verified compliance with public bidding requirements as set forth in accordance with law and prepared specifications for the work hereinafter described and shall hereby approve and adopt all of said bidding documents for the furnishing of all labor and materials for the following projects:

K-2627-62 Robinson, Rambling Oaks and Foxborough Stormwater Pipe Lining

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

WHEREAS, the CONTRACTOR was awarded BuyBoard Contract 730-24 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) seven hundred thirty-nine thousand fifteen and 05/100 dollars (DOLLARS):

(NUMERALS) (\$739,015.05)

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 its 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 CONTRACTOR's proposal and pricing submitted to the CITY; the Construction Drawings, Specifications, Provisions, and Bonds applicable to the project; and the applicable BuyBoard cooperative purchasing contract, including the solicitation, CONTRACTOR's response thereto, and all applicable terms and conditions incorporated therein. All such documents are incorporated into and 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.

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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:

Robinson, Rambling Oaks, and Foxborough Stormwater Pipe Lining

a. 60 Calendar Days

i. 60 Calendar Days does not include weather days

1. Weather days to be determined by the engineer or the streets program manager

Calendar Days does not include weather days

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. 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.

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%.

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.

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.

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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)
) ss:
COUNTY OF Harris)

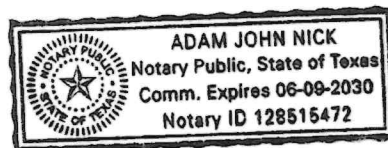
Ross Cooke

, 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. Affidavit 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.

Subscribed and sworn to before me this 16th day of September, 2026.

[Signature]
Contractor

[Signature]
Notary Public



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IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 16th day of September 2026, and the _____ day of _____, 20____.

(Corporate Seal) (where applicable)

ATTEST:
Authorized Representative

Corporate Secretary (where applicable)

Principal

Signed: 

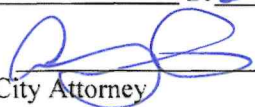
Title: Ross Cooke, RVP

Address 18150 Imperial Valley Dr, Houston, TX 77060

Telephone: 713-750-9081

CITY OF NORMAN:

Approved as to form and legality this 9 day of Oct 2026.


City Attorney

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

ATTEST:

City Clerk

Mayor

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CONTRACT AFFIDAVIT

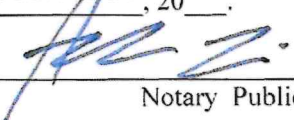
STATE OF Texas)
) ss:
COUNTY OF Harris)

Ross Cooke, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of Vortex Lining Systems, LLC to submit the above Contract to the City of Norman, Oklahoma.

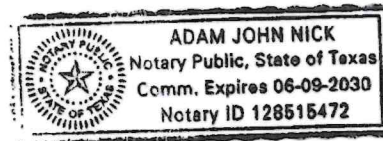
Affidavit further states that such firm has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.


Contractor

Subscribed and sworn to before me this 16th day of September, 2026.


Notary Public

My Commission Expires:
6/9/2030



AFFIDAVIT

State of Texas
County of Harris

As applicable, the undersigned CONTRACTOR, of lawful age, being duly sworn, on oath represents and warrants that it is not included on the Treasurer's list of financial companies that boycott energy companies. Further, Contractor represents and warrants that it currently does not and will not throughout the duration of this Agreement boycott energy companies pursuant to 74 Okla. Stat. § 12001 et. Seq.

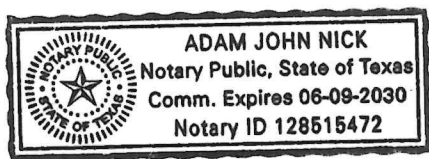
Additionally, as applicable, If CONTRACTOR has 10 or more full-time employees during the term of this Agreement, and this Agreement has a value of one hundred thousand dollars (\$100,000) or more, CONTRACTOR hereby represents, warrants, and covenants to the City of Norman that, in accordance with and pursuant to 21 O.S. § 1289.31 (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

Vortex Lining Systems, LLC

Company

Ross Coulter
By: Ross Coulter

Subscribed and sworn to before me this 7th day of October, 2026.



Adam John Nick
Notary Public (or Officer having Power
to Administer Oaths)

My Commission Expires: June 9th, 2026.