

PUBLIC IMPROVEMENT CONTRACT AGREEMENT

Sapulpa Timber Ridge Estates East Concrete Panel Replacement

THIS AGREEMENT, made and entered into on the ____ day of _____, 2025, by and between _____, hereinafter called the Contractor, and the **City of Sapulpa, Oklahoma**, hereinafter called the Owner:

W I T N E S S E T H:

WHEREAS, the Owner has caused to be prepared, in accordance with law, certain specifications, plans, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused solicitation for bids to be given and advertised as required by law, and has received sealed proposals for furnishing materials, labor and equipment for construction of the **Timber Ridge Estates East Concrete Panel Replacement Construction** public improvement project; and

WHEREAS, the Contractor, in response to said solicitation for bids, has submitted to the Owner in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the Owner, 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 responsible bidder on the above-described project, and has duly awarded this Contract to said Contractor, and the said Contractor agrees to receive and accept the sum named in the proposal and designated below as full compensation for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Owner, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, and for well and faithfully completing the work and the whole thereof, in the manner and according to the plans, specifications, and the requirements of the Project Manager and/or engineer under them, to wit:

_____ **AND 00/100 DOLLARS (\$0.00)**

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. That the Contractor shall furnish all the materials, and perform all of the work in manner and form as required and provided for by the drawings, specifications, conditions and documents attached hereto and made a part hereof, and entitled:

“Sapulpa Timber Ridge Estates East Concrete Panel Replacement”

2. That the Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement in lawful money of the United States, the amount of: \$ _____.

3. The Contractor shall complete all work in accordance with the terms of this Agreement with the substantial completion date set for _____ (0) calendar days from the Notice to Proceed and the final completion at _____ (00) calendar days following issuance of the Notice to Proceed authorizing the Contractor to commence work on this project. The Contractor further agrees to pay liquidated damages as provided in these documents.
4. That the Owner reserves the right to add to or subtract from the amount of work to be performed. Any revision to the work to be performed shall be negotiated.
5. 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 from the Owner and that in the event any additions are provided by the Contractor without such authorization, the Contractor shall not be entitled to any compensation therefor whatsoever.
6. That if any additional work is performed or additional materials provided by the Contractor upon authorization by the Owner, the Contractor shall be compensated therefore at the negotiated price bid and as agreed to by both parties in the execution of a Change Order.
7. 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 Owner 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 therefor by the Owner.
8. The Contractor shall furnish bonds and proof of insurance as specified, which bonds and insurance must be approved by the Owner prior to issuance of the Work Order and commencement of work on the project.
9. That within 30 days of receipt of an approved payment request, the Owner shall make partial payments to the Contractor on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the Contractor, LESS the retainage provided, which is to be withheld by the Owner until all work within a particular part has been performed strictly in accordance with this Agreement and until such work has been accepted by the Owner.
10. That on completion of the work, but prior to the acceptance thereof by the Owner, the City Manager, or his/her representative shall determine if the work has been completely and fully performed in accordance with said Contract Documents; and upon making such determination said official shall make his final certificate to the City of Sapulpa.

11. That upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall be made within 60 days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner.
12. Liquidated Damages: Owner and Contractor recognize that time is of the essence of this Agreement and the Owner will suffer financial loss if the Work is not completed within the time specified in above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3 for completion and readiness for final payment. In addition, in the event the Work is not completed on time and more than seven late days has expired, the parties agree to a stipulated breach of contract by the Contractor entitling the Owner to pursue any and all remedies against the Contractor for all resulting and consequential damages, costs and fees, including cover costs, attorney and expert witness fees.
13. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Owner shall deem the Surety or Sureties upon such bond to be unsatisfactory or if, for any reason such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at his expense, within 5 days after the receipt of notice from the Owner, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.
14. The Owner and Contractor agree that any controversy or claim arising out of or relating to the Contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgement on the award rendered by the arbitrator(s) may be entered in Creek County District Court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

SEAL:

CONTRACTOR

WITNESSES:

By _____

Title

ATTEST:

OWNER

Clerk

By _____
Mayor

Approved as to form:

Sapulpa City Attorney