

## CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT made this 17<sup>th</sup> day of June, 2022 (the Effective Date) by and Between **Crawford Roofing Inc.** having its principal place of business at 701 Pikes Peak Road, Chickasha, OK 73018 (hereinafter referred to as the "Contractor") and **Muskogee County, Oklahoma** (the "Owner"), 220 State Street, Muskogee, OK 74401:

**PROJECT:** Muskogee County Jail

**ADDRESS:** 122 S 3<sup>rd</sup> Street, Muskogee, OK

**OWNER:** Muskogee County

It is agreed by and between the parties hereto as follows:

1. The Contract Documents. The Contract Documents shall mean **(1) this Contract Agreement, (2) Exhibit A**, which details the scope of work to be performed by the Contractor pursuant to this Contract Agreement, attached hereto.
2. Contractor hereby represents and warrants it shall perform in good faith all of its obligations pursuant to the terms contained herein. Contractor further agrees to be subject to all of the limitations and conditions imposed herein upon the Contractor.
3. The Work. Contractor agrees that it shall at its own expense perform furnish and provide all labor, materials, equipment, tools, scaffolding, hoisting, necessary coverings, and other protection, and other facilities, items, and services necessary or proper for, or incidental to, the performance and completion of all performance specifications detailed in Exhibit A attached hereto (hereinafter referred to as the "Scope of Work" or the "Work").

Contractor shall perform the Work in a timely and workmanlike manner accordance with the Contract Documents and all applicable statutes, ordinances and regulations, to the satisfaction of the Contractor and all parties to whom the Contractor's work shall be subject to approval.

**The Contract Sum. The Owner shall pay the Contractor for the performance of the Work, Five Hundred Twenty Four Thousand Two Hundred Ninety Five Dollars and No Cents (\$524,295.00) (the Payment). Unit prices to be \$15.00 per sq ft deck repair, and \$8.00 per board ft for wood nailer replacement. These unit prices to be added to contract as needed.**

4. **Payment by Owner. The Payment shall be made as follows: As per pay application continuation sheet. 1<sup>st</sup> pay application will bill 0% mobilization, 60% of material, 0% of labor, and 0% of general conditions. Payment due 30 days following the date of pay application. First pay application turned in upon delivery of material. Progressive 30 day pay applications as completed. Final pay application to be**

**turned in upon completion of project. Payment due 30 days following the date of the pay application.**

Payment to the Contractor shall in no way relieve the Contractor of liability for any defect pertaining to the Work performed by Contractor or breach of any obligation under the Contract Documents.

Site Inspection and Familiarity with the Work. Contractor warrants that prior to signing this Contract Agreement, Contractor has made such on-site inspections and familiarized himself with the Contract Documents and job site conditions and restrictions attending the Work, as he deemed necessary. Contractor further warrants that he has satisfied himself as to the nature and location of the Work to be performed, the general and local conditions and all matters which in any way affect the ability of the Contractor to perform the Work, and that the Contractor can perform the Work for the Payment and within the prescribed time of performance described herein. Contractor agrees that he will make no claim for, and has no right to additional payment or extension of time for completion of the Work because of any failure on his part to acquaint himself fully with all conditions relating to the Work and the conditions and time of performance described herein.

5. Time of Performance.
  - a. The work to be performed under this contract shall be commenced on, the Effective Date weather permitting and shall be completed no later than 60 days weather permitting.
  - b. Time is of the essence of this contract.
6. Insurance. Contractor shall carry workers' compensation, general comprehensive liability, automobile liability, installation floater, and umbrella liability for the Project with a coverage amount of no less than \$1,000,000.00 (the Insurance Policies). Prior to starting Work, the Contractor shall obtain the required Insurance policies from an insurer acceptable to Owner and shall furnish the Owner with a certificate of insurance showing that he has obtained such Insurance Policies and complied with the obligations contained herein.
7. Compliance with Law.
  - a. The Contractor shall give all notices and comply with all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work. Contractor shall at all times perform all work in accordance with the current regulations of the Occupational Health and Safety Administration (OSHA) and, where applicable, the Environmental Protection

Agency (EPA) and the state agencies where requirements extend to the Work performed by Contractor. Contractor shall be responsible for any citations, fines and penalties if OSHA regulations or other regulations are violated and to take the steps necessary, at Contractor's expense to maintain compliance with all applicable regulations. The Contractor shall secure and pay for all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work, the furnishing of which is required of the Contractor by the Contract Documents.

- b. The Contractor shall at all times comply with all federal, state, and local tax laws social security acts, unemployment compensation acts and worker's compensation acts.
  - c. The Contractor shall take all reasonable safety precautions with respect to his Work, shall comply with all safety measures initiated by the Owner and with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety of persons or property in accordance with the requirements of the Contract Documents. The Contractor shall report within three (3) days to the Owner any injury to any of the Contractor's employee's at the site.
8. Changes and Extra Work. The Contractor may be ordered in writing by the Owner, without invalidating this contract, to make changes in the Work within the general scope of this contract consisting of additions, deletions, or other revisions, the Contract Sum and the Contract time being adjusted accordingly, in writing by the Owner. Contractor shall not proceed to perform any work which Contractor believes to be extra work, different from or outside the scope of what is required under the Contract Documents without first receiving written authorization signed by the Owner or authorized representative of the Owner, Contractor shall submit to Owner within five days of receiving a request from Owner to perform changed or extra work written copies of any requested adjustment to Contract Sum or Contract Time, in a manner consistent with the Contract Documents.
9. Liens. Contractor shall keep the Project and the lands upon which it is situated free from all mechanics's liens, claims on bonds and all other liens by reason of its Work or of any materials or other things used by the Contractor, its agents, employees, material men and subcontractors. If the Contractor fails to remove any lien by bonding it or otherwise or fails to cause the withdrawal of any claim on a payment bond, the Owner may retain sufficient funds, out of any money due or thereafter to become due by the Owner to the Contractor to pay same and all costs incurred by reasons thereof, and may pay said lien or claim on bond and costs out of any funds at any time in the hands of the Owner owing to the Contractor.

10. Warranty. (a) The Contractor warrants its Work against all deficiencies and defects in workmanship and materials. Contractor warrants that all Work performed by the Contractor shall be of good quality, free from faults and defects, and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. Contractor agrees also to satisfy such obligations, which appear within the Contract Documents applicable to Contractor's Work.
11. Protection of Work. (a) During performance and until final acceptance of the Work by the Owner, the Contractor shall be responsible for and under a strict obligation to protect its finished and unfinished work, material, equipment and other things against any damage, loss or injury produced by any cause whatsoever, and in the event of such damage, loss or injury, the Contractor may purchase a builder's risk insurance policy against such perils as fire, vandalism, wind and extended coverage. (b) Contractor shall take all necessary precautions in carrying out his work to properly protect the work of the Contractor, and in the event of any damage, loss or injury to such Work, Contractor shall promptly replace or repair such work.
12. Indemnification. (a) Contractor shall indemnify, pay for the defense and hold harmless the Owner and all of its directors, members, officers, employees, agents, affiliates, successors and permitted assigns from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the any act or omission or any breach or non-fulfillment of any covenant, agreement or representation made by the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable.
13. Termination for Default.
- a. If Contractor fails or neglects to carry out the Work in accordance with the Contract Documents, or if Contractor fails to supply enough properly skilled workmen, equipment or materials to perform the Work in a timely manner, or if Contractor fails to make prompt payment for any labor or materials and Contractor fails within three (3) days after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness, then the Owner may, without prejudice to any other right or remedy, terminate this Contract Agreement and the other Contract Documents.

- b. Likewise if Owner fails or neglects to act in accordance with the Contract Agreement Section 3 and 4, the Contractor has the right to stop and or hold all remaining work until Owner remedies and or corrects/satisfies according to the contractual terms. Including but not limited to the addition of reasonable overhead, and profit and a late payment fee at the rate of 1.5% per month; maximum annual fee of 18%.
- 14. Clean-Up. The Contractor shall at all time keep the premises clear from the accumulation of waste materials or rubbish arising out of the operations of this contract. Clean-up shall be done daily by the Contractor, and the debris hauled from the site. If daily clean-up is not done the Owner may do the clean-up and back charge the Contractor.
- 15. Settlement of Disputes. (a) Unless the Contractor otherwise directs by written notice to the Owner, no dispute, relating to this Agreement or the Work to be performed by the Contractor shall relieve the Contractor of the performance of any of its obligations hereunder and the Contractor agrees to continue to perform the Work at a final resolution of any such dispute is reached between the parties. (b) Any request by the Contractor or Owner, such as a request for a change order for extra work or an extension of time, must be made within a commercially reasonable time frame. Such request shall be effective until agreed to in writing by the non-requesting party.
- 16. Assignment. Neither party may assign their rights or obligations described herein without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives, as of the day and year first above written.

**CONTRACTOR**

Crawford Roofing Inc.

By [Signature]

Name: Tim Crawford

Its: President

**OWNER**

Muskogee County

By \_\_\_\_\_

Name: [Signature]

Its: \_\_\_\_\_



21 day of July 2022

Chairman [Signature]

Member [Signature]

Member [Signature]

Attest [Signature]  
County Clerk

## ***EXHIBIT A SUMMARY OF WORK***

### **A. BASE BID:**

1. Remove all loose gravel from Section A4
2. Remove all perimeter and penetration flashings.
3. Install new modified base and cap flashings 8" minimum above finished roof height. Base ply must extend 6" into roof field and cap ply must extend 9" into roof field. Adhere 6" wide strips of modified mineral cap over all flashing laps.
4. Repair all existing leaks in field of roof
5. Prime existing roof surface to prepare for cold process flood coat.
6. Confirm no areas of ponding occur and manufacturers representative to give approval prior to flooding the finished area with cold process flood coat @ 6 gallons per 100 sq ft.
7. Broadcast new 3/8" Oklahoma Aztec roofing aggregate @ 400 lbs per 100 sq ft.
8. Fabricate and install all new 22 ga edge metal and trip (Color to be selected by owner)
9. Pressure wash entire wall elevations directly over roof area A4 @ 2,000 PSI minimum to remove all loose dirt and debris.
10. Remove existing joint sealant from control joints and all existing backer rod.
11. Install flexible joint sealant over backer rod in control joints per sealant manufacturer's instructions.
12. Apply Clear sealer to walls with a pressurized spray rig.
13. Pressure wash entire exterior wall @ 2000 PSI minimum to remove all loose dirt and debris.
14. Remove existing joint sealant from control joints and all existing backer rod
15. Install flexible joint sealant over backer rod in control joints per sealant manufacturer's instructions.
16. Apply Clear sealer to brick with a pressurized spray rig.
17. Apply elastomeric pigmented sealer (Color of owner's choice) to all bare concrete portions of exterior wall.