

Construction Contract

This Construction Contract (hereinafter called "Contract") is hereby made on this 14 day of Feb. 2022 by and between Muskogee County, hereafter called client, and (Vendor) _____.

Article I

Engagement/Description of Work

- A. Contractor shall provide the following construction services (the Project):

- B. Client engages Contractor and Contractor agrees to provide to Client all necessary services, materials and labor necessary for the completion of the Project including, but not limited to, labor, site security and all necessary tools and machinery needed for project completion, as described in the Bid Proposal ("the Bid").
- C. Contractor shall provide the services for the Project at the property located at _____
_____.

Article II

Schedule and Time of Performance

- A. Contractor shall commence and complete work no later than thirty (30) calendar days from the date of this contract, weather permitting.
- B. In the event that Client and Contractor agree on changes to the Project after this contract is executed, the Parties will agree to new time deadlines that are reasonable in the light of the modifications.

Article III

Payment Schedule

- A. In consideration of the performance of this contract, Client agrees to pay Contractor the sum of _____ (\$ _____) dollars, (the Contract/Bid Price) on the following payment schedule.
- B. Contractor shall be paid as follows: the contract/bid price is due within thirty (30) days of completion, submission of invoice to the Client and submission of a W9 form to the Muskogee County Clerk.
- C. Contractor will secure and provide to Client any and all mechanic's and supplier's lien releases upon receipt of final payment.

Article IV
Changes to Work

- A. All changes or modifications to the work ordered by Client must be made in writing, with appropriate adjustments made to the total payment and payment schedule. The approval of both Parties shall be required for substantial product changes such as the date of completion, project price and substantive modifications to the project itself, and notification of these changes must be made in a timely manner.
- B. If these changes should require additional expense to Contractor, Contractor must make a claim for increase, in writing (filing of change of scope), in a timely manner. Client must approve this "change of scope", by a vote of the Board of County Commissioners, prior to any changes to the work, project or schedule.

Article V
Delays

- A. If Contractor is delayed from completing required work due to unavoidable casualties, Client shall grant Contractor an extension for the completion of work equal to delay. Unavoidable casualties include, but are not limited to, fire, flood, natural disasters or negligence on the part of the Client.
- B. In the event of unavoidable casualties, Contractor shall properly document the both the event and the impact of that event on project completion. Documentation shall be presented to Client in a timely manner.

Article VI
Right to Stop Work

- A. If Contractor fails to correct defective work or persistently fails to supply materials or equipment in accordance with the Contract Documents, Client may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated.

Article VII
Access and Condition of Premises

- A. Free access to the work and project site shall be granted by Contractor to Client, the designated agents of Client, and all necessary public authorities.
- B. Contractor agrees to keep premises clean and orderly. Contractor shall remove all debris as needed during working hours in order to maintain work conditions free of health and safety hazards.

Article VIII

Work Performance and Work Quality

- A.** Contractor shall conduct its activities in a professional manner and adhere to the reasonable wishes of Client in relation to its working schedule. Additionally, Contractor's work shall adhere to and be in compliance with both the Standard Practices of the Trades and any relevant Manufacturer's Specifications.
- B.** Contractor shall protect all work adjacent to the Project site from any damage resulting from the work of Contractor and shall repair or replace any damaged work at its own expense. Contractor shall take all precautions to protect persons from injury and unnecessary interference or inconvenience.

Article IX

Warranty

- A.** Contractor hereby warrants that the work performed and the project completed will meet the standards set forth and agreed upon by the Parties. Upon full payment of the contract price, Contractor agrees to fix and otherwise remedy any workmanship defects found by Client in the work within (90) days after completion, at Contractor's own cost. Contractor is not responsible for normal wear and tear or damage caused by other contractor's.
- B.** Contractor is only responsible for damages to the Project by negligence, dangerous activities, intentional disregard of professional standards of care normally exercised within the industry, or breach of any governmental statute, ordinance, local rule or law.

Article X

Licenses and Permits

- A.** Contractor will be responsible for obtaining the necessary permits and licenses to fulfill the services specified in this contract and providing proof upon request of client.

Article XI

Fines

- A.** Contractor is responsible for maintaining proper work, safety and environmental protection standards. Contractor agrees to hold Client harmless for all fines from federal, state or local agencies and regulators. Contractor will work in compliance with all standards required by the EPA, OSHA and other applicable federal agencies. Contractor will be responsible for paying all fines and judgments levied by these agencies resultant from the performance of this contract.

Article XII
Relationship of Parties

- A. The relationship created between the Parties shall be limited to that of independent contractors. Neither Party shall undertake any actions that would imply or seek to establish, any partnership, ownership, employment, joint venture or trust relationship between the Parties, except by amendment to this Contract.

Article XIII
General

- A. Both Parties are expressly prohibited from assigning this Contract or any rights or interest flowing there from. Assignment will only incur with the express written consent of both Parties.
- B. This Contract contains the entire agreement and understanding between the Parties and supersedes any prior or contemporaneous written or oral contracts, representations and warranties between them respecting subject matter of this Contract.
- C. This Contract will be interpreted and enforced under the laws of the State of Oklahoma, without regard to conflict of laws.

IN WITNESS THEREOF, the Parties hereto execute this Contract.

Vendor: Fort Gibson Public Schools

Muskogee Board of County Commissioners:

Kenno Little
Authorized Representative (Signature)

Kenny Payne
Kenny Payne, Chairman

Thomas F. Stiles, Asst Supt
Authorized Representative (Printed)

Ken Doke
Ken Doke, Member

Attest:

Polly Irving
Polly Irving, County Clerk



Keith Hyslop
Keith Hyslop, Member



Muskogee County - District 1

3000 North Street | Muskogee, OK 74403

Ph: 918.682.4511 | Fax: 918.682.2161

Ken Doke, Commissioner

To Whom It May Concern (USDA),

This project calls for the construction of a new parking lot for Fort Gibson Public Schools just south of the Fort Gibson Intermediate Elementary Gymnasium. Muskogee County has agreed to oversee the construction of the project, and provide in-kind labor in conjunction with outside funding sources to complete the project.

Muskogee County will remove all top soil and excessive clay areas, and prepare the site for construction of the concrete sub-base work. Once the site is properly prepared, materials will be hauled, placed, and packed. Once this sub-base is prepared, the concrete contractor will build the concrete lot using 1,000 sticks of .5 inch rebar and 300 yards of 400 lb. concrete. The final step will be to provide striping to designate parking areas, etc.

Upon receiving approval from all funding sources to begin, estimated construction time is estimated to take approximately 90 days.

Material Removal

Graders	\$80.43	\$62.00	\$4,986.66
Backhoe	\$43.64	\$62.00	\$2,705.68
Dump Trucks	\$135.00	\$50.00	\$6,750.00
Labor	\$23.00	\$85.00	\$1,955.00

(IN-KIND)

Total Site Prep \$16,397.34

Sub-Base Construction

Graders	\$80.43	\$62.00	\$4,986.66
Backhoe	\$43.64	\$62.00	\$2,705.68
Dump Trucks/Hauling	\$135.00	\$50.00	\$6,750.00
Roller	\$24.09	\$60.00	\$1,445.40
Labor	\$23.00	\$100.00	\$2,300.00
Aggregate Base Material	\$9.00	\$700.00	\$6,300.00
Rebar	\$10.00	\$1,000.00	\$10,000.00
Concrete	\$112.00	\$300.00	\$33,600.00
Concrete Labor	\$245.00	\$300.00	\$73,500.00
Striping	\$1.00	\$2,014.92	\$2,014.92

Total Sub-Base Construction \$143,602.66

Total Project Cost \$160,000.00

Total Allocated for Project \$160,000.00

Balance 0

Sincerely,

Ken Doke, Commissioner
Muskogee County – District 1