

**CONTRACT FOR CONSTRUCTION INSTALLATION OF IMPROVEMENTS
BEGINNING AT NORTH BOSTON AVENUE AND EAST MATHEW BRADY
STREET, EXTENDING WEST FOR THREE BLOCKS DOWN MATHEW BRADY
STREET TO NORTH CHEYENNE AVENUE, THEN TURNING ON NORTH
CHEYENNE AVENUE AND EXTENDING SOUTH FOR TWO BLOCKS TO THE
RAILROAD TRACKS, TULSA, OKLAHOMA
BRADY VILLAGE TAX INCREMENT DISTRICT ONE**

THIS CONTRACT made and entered into the ____ day of _____, 2018, by and between TULSA DEVELOPMENT AUTHORITY and CROSSLAND HEAVY CONTRACTORS, INC (Corporation) of TULSA, Oklahoma, hereinafter called the "CONTRACTOR", and the TULSA DEVELOPMENT AUTHORITY - TULSA, OKLAHOMA, a Municipal Corporation, herein called the "TDA."

WITNESSETH:

WHEREAS, TDA has caused to be prepared the necessary Drawings, Specifications, and other Contract Documents for the public improvements herein described, and has invited bids for the construction thereof in accordance with the terms of this Contract, all of which is hereby designated as:

PROJECT NO.

WHEREAS, the Contractor, in response to the Advertisement, has submitted to TDA, in the manner and at the time specified, a sealed bid in accordance with the terms of this Contract; and,

WHEREAS, TDA, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the above named Contractor to be the lowest responsible bidder for the work and has duly awarded to the said Contractor therefore, for the sum or sums named in the Contractor's bid, a copy of the Bid Proposal being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements and covenants herein contained, the parties to this Contract have agreed and hereby agree, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good, substantial, and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the Contract as defined in the attached General Conditions, as modified per IDP requirements and mutually agreed upon, said documents forming the Contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct, and complete all work included in and

covered by TDA's official award of this Contract to the said Contractor, such award being based on the acceptance by TDA of the Contractor's bid, or part thereof, as follows:

PROJECT NO.

ARTICLE II. That TDA shall pay to the Contractor for performance of the work embraced in this Contract, and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of SIX-HUNDRED FORTY-ONE Thousand Dollars 641,000 (\$) for all work covered by and included in the Contract award and designated in the foregoing Article I; payment therefore to be made in cash or its equivalent, in the manner provided in the General Conditions.

ARTICLE III. That the Contractor shall start work within ten (10) days following the date stipulated in a written order from TDA to proceed with the work to be performed hereunder, and shall complete the work within the number of consecutive calendar days after the authorized starting date, as stipulated below:

All Work Completed: 120 calendar days

ARTICLE IV. The sworn, notarized statement below shall be signed and notarized before this Contract will become effective.

ARTICLE V. Prior to submitting a final payment request, the Contractor shall furnish a lien waiver certifying that all subcontractors and suppliers have been paid.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals

this _____ day of _____, 2018.

TULSA DEVELOPMENT AUTHORITY
a municipal corporation

By: _____

ATTEST: (SEAL)

APPROVED:

_____ Date: _____
Roy Peters, Jr., Chairman

Approved as to legal form and adequacy:

_____ Date: _____
Jot Hartley, General Council
Hartley Law Firm, The Hartley Law Firm, PLLC

CONTRACTOR

By: _____

_____ Date: _____
Title

_____ Date: _____
Title

ATTEST:

Corporate Secretary

(SEAL)

AFFIDAVIT

STATE OF _____)
)ss
COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the Contractor to submit the above Contract to TULSA DEVELOPMENT AUTHORITY, Tulsa, Oklahoma. Affiant further states that Contractor has not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of TDA, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

Signature

Subscribed and sworn to before me this _____ day of _____, 2018

NOTARY PUBLIC

My Commission Expires:
