

**CONSTRUCTION SERVICES AGREEMENT**  
**between**  
**(C4L CONSTRUCTION)**  
**And**  
**THE CITY OF MIDWEST CITY**

---

**THIS CONSTRUCTION SERVICES AGREEMENT** (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation (hereinafter referred to as “**City**”), and (C4L CONSTRUCTION), (hereinafter referred to as “**Service Provider**”) (**City**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

**WITNESSETH:**

**WHEREAS, City** is in need of the following construction services for 100 N MIDWEST BLVD, REMODEL OF THE POLICE DEPARTMENT 1<sup>ST</sup> AND 2<sup>ND</sup> FLOOR RESTROOMS AND 1<sup>ST</sup> FLOOR NW CORNER OF CITY HALL ; and

**WHEREAS, Service Provider** is in the business of providing construction services that is needed by the **City**; and

**WHEREAS, the City** and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **City** the requested construction services; and

**WHEREAS, City** hereby retains **Service Provider** to provide construction services as an independent contractor; and

**WHEREAS, Service Provider** agrees to provide the **City** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **City** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in the RFP and in this Agreement.

**NOW, THEREFORE,** for and in consideration of the above premises and mutual covenants as set forth herein, the **City**, and **Service Provider** hereby agree as follows:

**1. INDEPENDENT CONTRACTOR STATUS**

Subject to the terms and conditions of this Agreement, the **City** retains the **Service Provider** as an independent contractor, to provide **City** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **City** services, products,

**CONSTRUCTION SERVICES AGREEMENT**  
**between**  
**(C4L CONSTRUCTION)**  
**And**  
**THE CITY OF MIDWEST CITY**

---

solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this Agreement. The **City** shall meet with **Service Provider** to identify service needs on a project by project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this Agreement. The **City** may issue a purchase order for the identified services accompanied by **Service Provider’s** written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the **Service Provider** will issue an invoice to the **City** and, upon approval of the invoice, the **City** will pay the invoice. Upon completion of each Project and provision to the **City** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **City** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This Agreement governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **City**. The Attachments are incorporated into this Agreement by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this Agreement.

b) The text of this Agreement together with the Attachments constitutes the entire Agreement and the only understanding and agreement between the **City** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This Agreement may only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this Agreement.

c) If there is a conflict in language, terms, conditions, or provisions, in this Agreement

**CONSTRUCTION SERVICES AGREEMENT**  
**between**  
**(C4L CONSTRUCTION)**  
**And**  
**THE CITY OF MIDWEST CITY**

---

---

between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” (“Scope of Services”)
- Attachment “B” (“Schedule of Fees / Rate Card”),
- Attachment “C” (“**Service Provider’s Team**”),
- Attachment “D” (“Insurance”).

**2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES**

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “Service Provider’s Project Team”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in **Attachment “A” (“Scope of Services”)** or the Project.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **City’s** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the City, is adequately trained, instructed, and managed so that **Service Provider** timely provides each Project task and satisfies the **Service Provider’s** obligations under this Agreement. The **Service Provider** may not change the **Service Provider’s Team**, for the services to be provided as set forth on Attachment “C” (“**Service Provider’s Team**”) without the prior written consent of the **City**.

**CONSTRUCTION SERVICES AGREEMENT**  
**between**  
**(C4L CONSTRUCTION)**  
**And**  
**THE CITY OF MIDWEST CITY**

---

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **City**.

**3. CONSIDERATION**

A. The **City** shall pay the **Service Provider** the compensation after completion of Projects or Deliverables as specified in **Attachment “B” (“Schedule of Fees / Rate Card”)**.

B. The **City** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider’s Team**.

**4. INDEPENDENT CONTRACTOR STATUS**

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **City** in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **City** shall not withhold any social security tax, workmen’s compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and

**CONSTRUCTION SERVICES AGREEMENT**  
**between**  
**(C4L CONSTRUCTION)**  
**And**  
**THE CITY OF MIDWEST CITY**

---

the members of its **Service Provider's Team**, assigned to work on the Project for the **City** are not employees of the **City**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **City**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Project Team**, assigned to work on the Project for the **City** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **City** or its employees.

**5. TERM, TERMINATION AND STOP WORK**

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

B. The **City** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **City**.

1. Upon receipt of a notice of termination for the *convenience* from the **City**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **City** all licenses, work, products, deliverables, solutions, communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **City**, the **City** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the

**CONSTRUCTION SERVICES AGREEMENT**  
**between**  
**(C4L CONSTRUCTION)**  
**And**  
**THE CITY OF MIDWEST CITY**

---

terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **City**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **City** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **City** by reason of **Service Provider’s** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **City** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **City** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

C. Upon notice to **Service Provider**, the **City** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **City** issues a stop work order to **Service Provider**, the **City** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **City**, the **Service Provider** shall suspend all work, services and activities except such

**CONSTRUCTION SERVICES AGREEMENT**  
**between**  
**(C4L CONSTRUCTION)**  
**And**  
**THE CITY OF MIDWEST CITY**

---

work, services, and activities expressly directed by the **City** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **City**, without cause and without cost to the **City**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

**D. Obligation upon Termination for Convenience.**

1. In the event this **Agreement** is terminated for convenience hereunder, the **City** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **City** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **City**.

2. Upon termination for *convenience* of the Project and the providing to the **City** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **City** shall own all rights and license for the Deliverables and other work products related to that Project.

## **6. WARRANTIES**

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

# CONSTRUCTION SERVICES AGREEMENT

between

(C4L CONSTRUCTION)

And

THE CITY OF MIDWEST CITY

---

B. During the term of this **Agreement**, the **City's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **City**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **City** shall be entitled to recover, should the **City** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **City**. Should the **Service Provider** fail to reimburse the **City** within thirty (30) calendar days of demand, the **City** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

## 7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate* protecting the **City** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **City** as additional insureds as their interest may appear under



**CONSTRUCTION SERVICES AGREEMENT**  
**between**  
**(C4L CONSTRUCTION)**  
**And**  
**THE CITY OF MIDWEST CITY**

---

---

this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **City** within five (5) days of the execution of this **Agreement**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **City** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **City** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **City** to recover damages, expenses, losses or for personal injuries, death or

**CONSTRUCTION SERVICES AGREEMENT**  
**between**  
**(C4L CONSTRUCTION)**  
**And**  
**THE CITY OF MIDWEST CITY**

---

---

property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

**8. INDEMNIFICATION**

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **City** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **City** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **City**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **City** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

**9. CONFIDENTIALITY**

**Service Provider** acknowledges that in the course of training and providing other services to the **City**, the **City** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **City's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **City**, shall disclose to any person, other than to the **City**, any

**CONSTRUCTION SERVICES AGREEMENT**  
**between**  
**(C4L CONSTRUCTION)**  
**And**  
**THE CITY OF MIDWEST CITY**

---

---

information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

**10. NOTICES**

A. Notices and other communications to the **City** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk  
100 N. Midwest Boulevard  
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

\_\_\_\_\_  
(KIRK SMITH)  
\_\_\_\_\_  
C4L CONSTRUCTION)  
\_\_\_\_\_  
(1717 GARRETT DR)  
\_\_\_\_\_  
(EDMOND OK, 73013)

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

**11. ABIDES BY LAW**

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **City**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider**’s activities. **Service Provider** will be responsible for

**CONSTRUCTION SERVICES AGREEMENT**  
**between**  
**(C4L CONSTRUCTION)**  
**And**  
**THE CITY OF MIDWEST CITY**

---

securing any license, permits and/or zoning which may be required prior to commencement of the Project.

**12. ASSIGNMENT AND SUBLEASE**

**Service Provider** may not assign or sublease its interest under this **Agreement** without the prior written consent of the **City**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **City**. The **City** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **City**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **City** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

**13. COMPLETE AGREEMENT AND AMENDMENT**

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

**14. TIME OF ESSENCE**

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

**15. MULTIPLE ORIGINALS**

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

**CONSTRUCTION SERVICES AGREEMENT**  
**between**  
**(C4L CONSTRUCTION)**  
**And**  
**THE CITY OF MIDWEST CITY**

---

---

**16. ANTI-COLLUSION**

**Service Provider** agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **City** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for special consideration to any officials, trustees, or employees of the **City**, either directly or indirectly, in procuring and execution of this **Agreement**.

**17. BREACH AND DEFAULT**

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **City** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

**18. THIRD PARTY BENEFICIARIES**

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely

# CONSTRUCTION SERVICES AGREEMENT

between

(C4L CONSTRUCTION)

And

THE CITY OF MIDWEST CITY

---

---

for the benefit of the **Service Provider** and the **City**, and none of the provisions hereof are intended to benefit any third parties.

## 19. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

## 20. DISPUTE RESOLUTION

Either **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term of this **Agreement** or attachment hereto. The notice shall contain:

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

Within ten (10) days of receipt of the notice, the other **Party** shall respond with

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation.

**CONSTRUCTION SERVICES AGREEMENT**  
**between**  
**(C4L CONSTRUCTION)**  
**And**  
**THE CITY OF MIDWEST CITY**

---

---

Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

**21. VALIDITY**

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

**22. NO WAIVER**

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

**23. NO EXTRA WORK**

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **City** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **City** through a purchase order.

**24. AMENDMENT**

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **City** hereby delegates to the City Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

**CONSTRUCTION SERVICES AGREEMENT**  
**between**  
**(C4L CONSTRUCTION)**  
**And**  
**THE CITY OF MIDWEST CITY**

---

**25. EFFECTIVE DATE**

The Effective Date of this **Agreement** is the date approved by the **City** as the last party hereto.

*[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]*



**CONSTRUCTION SERVICES AGREEMENT**

**between**

**(C4L CONSTRUCTION)**

**And**

**THE CITY OF MIDWEST CITY**

---

---

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this **Agreement** on the dates set forth below.

**Service Provider:** \_\_\_\_\_ (C4L CONSTRUCTION) \_\_\_\_\_

By: \_\_\_\_\_  \_\_\_\_\_

Name: \_\_\_\_\_ KIRK SMITH \_\_\_\_\_

Title: \_\_\_\_\_ MANAGER \_\_\_\_\_

4/4/24

***[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]***

**CONSTRUCTION SERVICES AGREEMENT**

**between**

**(C4L CONSTRUCTION)**

**And**

**THE CITY OF MIDWEST CITY**


---

**APPROVED** by the Council and **SIGNED** by the Mayor of The City of Midwest City this  
26 day of March, 2024.

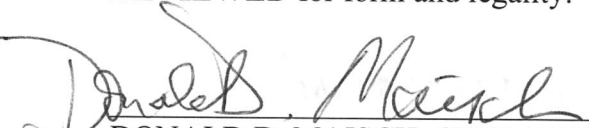


**THE CITY OF MIDWEST CITY**

  
MATT DUKES, MAYOR

  
SARA HANCOCK, CITY CLERK

**REVIEWED** for form and legality.

  
DONALD D. MAISCH, CITY ATTORNEY

**DOCUMENT 00 0400 – BID FORM**

Proposal of     CAL      
\_\_\_\_\_ (here in after called BIDDER"),  
organized and existing under the laws of the State of     OKLAHOMA      
doing business as \* \_\_\_\_\_

To the **CITY OF MIDWEST CITY** (hereinafter called "CITY").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all work for the construction of the following:

**MIDWEST CITY POLICE DEPARTMENT RESTROOM RENOVATION  
100 NORTH MIDWEST BLVD  
MIDWEST CITY, OKLAHOMA 73110**

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

1. The undersigned BIDDER agrees, if this Bid is accepted, to enter into an agreement with the OWNER, in the form included in the Bidding Documents, to perform and furnish the Work as specified or indicated in the Bidding Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - a. This Bid will remain subject to acceptance for 30 days after the day of Bid opening;
  - b. The OWNER has the right to reject this Bid;
  - c. BIDDER accepts the provisions of the Instructions and Supplementary Instructions to Bidders regarding disposition of Bid Security;
  - d. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of OWNER'S Notice of Award;
  - e. BIDDER has examined copies of all the Bidding Documents;
  - f. BIDDER has visited the site and become familiar with the general, local and site conditions;
  - g. BIDDER is familiar with federal, state, and local laws and regulations;
  - h. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents and additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents;
  - i. This Bid is genuine and not made in the interest of or on behalf of an undisclosed person, firm or corporation and is not submitted in the conformity with an agreement or rules of a group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited another Bidder to submit a false or sham Bid; BIDDER has not solicited or induced a person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself an advantage over another BIDDER or over OWNER;
  - j. In addition to the Contractor Minimum Qualifications contained in the Bid Documents. The BIDDER shall have completed three (3) or more related facility renovations, or projects of similar size and scope of the Midwest City Council Chambers COVID and ADA Retrofit, that exceed 3,000 square feet of renovated space and greater than \$1 million in construction costs during the past five (5) years.

THE UNIVERSITY OF CHICAGO

THE UNIVERSITY OF CHICAGO  
DIVISION OF THE PHYSICAL SCIENCES  
DEPARTMENT OF CHEMISTRY  
5780 SOUTH CAMPUS DRIVE  
CHICAGO, ILLINOIS 60637  
TEL: 773-936-3700  
WWW.CHEM.UCHICAGO.EDU

CHICAGO, ILLINOIS 60637  
TEL: 773-936-3700  
WWW.CHEM.UCHICAGO.EDU

CHICAGO, ILLINOIS 60637  
TEL: 773-936-3700  
WWW.CHEM.UCHICAGO.EDU

CHICAGO, ILLINOIS 60637  
TEL: 773-936-3700  
WWW.CHEM.UCHICAGO.EDU

CHICAGO, ILLINOIS 60637  
TEL: 773-936-3700  
WWW.CHEM.UCHICAGO.EDU

k. BIDDER has received the following Addenda, receipt of which is hereby acknowledged:

Date	Number
_____	_____
_____	_____
_____	_____

3. BIDDER will complete the Work in accordance with the Contract Documents for the following:  
 LUMP-SUM BASE BID PRICE FOUR HUNDRED EIGHT THOUSAND EIGHT HUNDRED FORTY DOLLARS (\$ 408,804.<sup>00</sup>)  
 (use words) (figures)

ALTERNATES: (Alternates will remain subject to acceptance for 30 days after execution of Construction Agreement).

**Alternate No. 1: Police Department Sanitary Sewer Improvements**

Provide additive alternate to provide scope of Work to remove all existing sanitary sewer lines serving 1<sup>st</sup> Floor and 2<sup>nd</sup> Floor Toilet Renovations within the Police Department scope of work and replace with new piping to meet current Adopted Plumbing Codes. Refer to Sheet A154 for connection location to existing system.

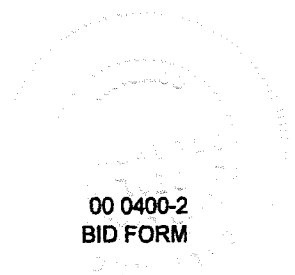
LUMP-SUM BASE BID PRICE EIGHTEEN THOUSAND EIGHTY ONE DOLLARS (\$ 18,081.<sup>00</sup>)  
 (use words) (figures)

4. BIDDER agrees that the Work, including alternates, will be substantially complete in accordance with the General Conditions, within 125 calendar days following the Commencement Date issued in the Notice to Proceed. The Owner will issue the Notice to Proceed no later than March 1, 2024. Refer to the following liquidated damage that will be included in the contract.

A. Liquidated Damages: The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner the sums hereinafter stipulated as liquidated damages, and not as a penalty, for each calendar day of delay after the date established for Substantial Completion in the Contract Documents until the Work is substantially complete: One Hundred Dollars (\$100.00) per calendar day. No maximum limit.

5. CONTRACTOR shall provide bid breakdown of the following scope of work:

NORTHWEST RESTROOM RENOVATION - ESTIMATED (\$ 158,804.<sup>00</sup>)  
 (figures)  
 POLICE DEPARTMENT RESTROOM RENOVATION - ESTIMATED (\$ 250,000.<sup>00</sup>)  
 (figures)



...the ... of ...  
...the ... of ...  
...the ... of ...  
...the ... of ...

...the ... of ...  
...the ... of ...  
...the ... of ...

...the ... of ...  
...the ... of ...  
...the ... of ...

...the ... of ...  
...the ... of ...  
...the ... of ...

...the ... of ...  
...the ... of ...  
...the ... of ...

...the ... of ...  
...the ... of ...  
...the ... of ...

...the ... of ...  
...the ... of ...  
...the ... of ...

...the ... of ...  
...the ... of ...

...the ... of ...

...the ... of ...  
...the ... of ...

...the ... of ...

...

...

...the ... of ...



**PERFORMANCE BOND**

KNOW ALL BY THESE PRESENTS:

That C4L, LLC, as Principal, and Travelers Casualty and Surety Company of America, a corporation organized under the laws of the State of ~~Oklahoma~~ Connecticut and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the City of Midwest City in the penal sum of <sup>Four Hundred Twenty Six Thousand Eight Hundred Eighty Five & 00/100--</sup> Dollars (\$ 426,885.00) in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

The condition of this obligation is such that:

WHEREAS, Principal entered into a written Contract with the City of Midwest City dated \_\_\_\_\_, 2024, for:

**MIDWEST CITY  
100 N MIDWEST BLVD  
Police Department and 1st Floor Bathroom Remodel**

all in compliance with the plans and specifications therefor, made a part of said Contract and on file in the office of the City Clerk, City of Midwest City, 100 N. Midwest Boulevard, Midwest City, Oklahoma 73110.

NOW, THEREFORE, if Principal shall, in all particulars, well, truly, and faithfully perform and abide by said Contract and each and every covenant, condition, and part thereof and shall fulfill all obligations resting upon Principal by the terms of said Contract and said specifications; and if Principal shall promptly pay, or cause to be paid, all labor, materials and/or repairs and all bills for labor performed on said work, whether by subcontract or otherwise; and if Principal shall protect and save harmless the City of Midwest City from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by Principal or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of Principal or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of Principal shall protect and save the City of Midwest City harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.





It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized so to do, the day and year first above written.

Principal:

C4L, LLC

By

Title

*MANAGER*

ATTEST:

*[Signature]*

Surety:

Travelers Casualty and Surety Company of America

By

Attorney-in-Fact Deborah L. Raper

*Deborah L. Raper*



**STATUTORY BOND**

KNOW ALL BY THESE PRESENTS:

That C4L, LLC, as Principal, and Travelers Casualty and Surety Company of America, a corporation organized under the laws of the State of Connecticut, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the City of Midwest City in the penal sum of Four Hundred Twenty Six Thousand Eight Hundred Eighty Five & 00/100 Dollars (\$ 426,885.00) in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

The condition of this obligation is such that:

WHEREAS, Principal entered into a written contract with the City of Midwest City dated \_\_\_\_\_, 2024, for:

**MIDWEST CITY  
100 N MIDWEST BLVD  
Police Department and 1st Floor Bathroom Remodel**

all in compliance with the plans and specifications therefor, made a part of said Contract and on file in the office of the City Clerk, City of Midwest City, 100 N. Midwest Boulevard, Midwest City, Oklahoma 73110.

NOW, THEREFORE, if Principal shall fail or neglect to pay all indebtedness incurred by Principal or subcontractors of Principal who perform work in the performance of said contract for labor and materials and repairs to and parts for equipment used and consumed in the performance of said Contract within thirty (30) days after the same becomes due and payable, the person, firm or corporation entitled thereto may sue and recover on this bond the amount so due and unpaid.

It is further expressly agreed and understood by the parties to said Contract that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.



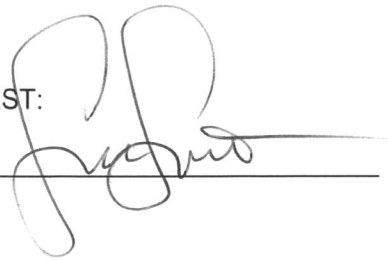
IN WITNESS WHEREOF, Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized so to do, the day and year first above written.

Principal:

C4L, LLC

By   
Title MANAGER

ATTEST:



Surety:

Travelers Casualty and Surety Company of America

By   
Attorney-in-Fact Deborah L. Raper



**MAINTENANCE BOND**

KNOW ALL BY THESE PRESENTS:

That C4L, LLC, as Principal, and Travelers Casualty and Surety Company of America, a corporation organized under the laws of the State of Connecticut, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the City of Midwest City in the penal sum of Four Hundred Twenty Six Thousand Eight Hundred Eighty Five & 00/100--- Dollars (\$ 426,885.00) in lawful money of the United States of America, said sum being equal to one hundred percent (100%) of the contract price, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

The condition of this obligation is such that:

WHEREAS, Principal entered into a written Contract with the City of Midwest City dated \_\_\_\_\_, 2024, for:

**MIDWEST CITY  
100 N MIDWEST City  
Police Department and 1st Floor Bathroom Remodel**

all in compliance with the plans and specifications therefor made a part of said Contract and on file in the office of the City Clerk, City of Midwest City, 100 N. Midwest Boulevard, Midwest City, Oklahoma 73110.

NOW, THEREFORE, if Principal shall pay or cause to be paid to the City of Midwest City all damage, loss and expense which may result by reason of defective materials and/or workmanship in connection with said work occurring within **ONE (1) years** from and after acceptance of said project by the City of Midwest City; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if Principal shall save and hold the City of Midwest City harmless from all damages, loss and expense occasioned by or resulting from any failure whatsoever of Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.





IN WITNESS WHEREOF, Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized so to do, the day and year first above written.

Principal:

C4L, LLC

By

Title

ATTEST:

Surety:

Travelers Casualty and Surety Company of America

By

Attorney-in-Fact Deborah L. Raper

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
City Attorney





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

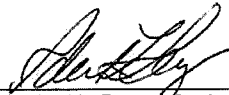
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Deborah L. Raper** of **OKLAHOMA CITY**, **Oklahoma**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

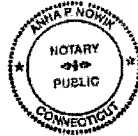
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, **2024**



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



**NOTICE OF AWARD**

Date: March 27, 2024

C4L Construction C/O  
Kirk Smith  
1717 Garrett Dr.  
Edmond, Ok 73013

RE: Midwest City Police Department Restroom Renovation

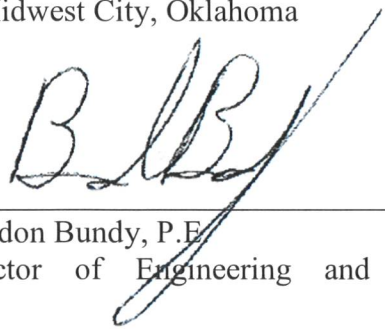
Mr. Smith

The City Council considered and accepted your proposal of **\$426,885 and 125 Calendar Days** for the referenced project at their regular meeting on March 26, 2024. We request that all required documents be returned, postmarked or otherwise returned to us on or before April 9, 2024.

Congratulations and we look forward to working with you. Please call me at 739-1213 should you have any questions regarding this matter.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

City of Midwest City, Oklahoma

By:   
Brandon Bundy, P.E.  
Director of Engineering and Construction  
Services

**ACCEPTANCE OF NOTICE**

Receipt of the NOTICE TO AWARD is hereby acknowledged

This 4 day of APRIL, 2024.

By: 

Title: MANAGER

