

CONSTRUCTION CONTRACT

This Construction Contract (the "Agreement") is made as of February 6 2024 (the "Effective Date") by and between Clinton Public Works Authority of 415 West Gary Blvd, Clinton, Oklahoma 73601, hereinafter referred to as the ("Owner") and Superior Services & Supply, LLC P.O. Box 431, Mustang, Oklahoma 73064 hereinafter referred to as ("Superior Services & Supply, LLC").

Superior Services & Supply, LLC desires to provide Construction services to Owner and Owner desires to obtain such services from Superior Services & Supply, LLC.

THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on TBD, 20 , Superior Services & Supply, LLC will provide to Owner the following services (collectively, the "Services"):

Please See Attached Proposal KD12282023-4DREV1

2. SCOPE OF WORK. Superior Services & Supply, LLC will provide all services, materials and labor (except for exemptions identified on Exhibit "A" hereto) for the construction of GST Roof Replacement and Coatings Rehabilitation described above at the property of Clinton Public Works Authority located at: 18th St. and Broadway Ave. Clinton, Oklahoma, 73601 hereinafter referred to as ("Worksite").

This includes building and construction materials, necessary labor and all required tools and machinery needed for completion of construction. Owner shall provide site security in order to protect Superior Services & Supply, LLC's equipment and Owner's project during construction.

Superior Services & Supply, LLC is only responsible for furnishing any building improvements related to construction of the structure, but not related to landscaping, grading, walkways, sewer or water systems, steps, driveways, patios, and aprons, etc., unless they are specifically agreed to in writing.

3. PLANS, SPECIFICATIONS AND CONSTRUCTION DOCUMENTS. Owner will make available to Superior Services & Supply, LLC all plans, specifications, drawings, blueprints, and similar construction documents necessary for Superior Services & Supply, LLC to provide the Services described herein. Any such materials shall remain the property of Owner. Superior Services & Supply, LLC will promptly return all such materials to Owner upon completion of the Services.

4. COMPLIANCE WITH LAWS. Superior Services & Supply, LLC shall provide the Services in a skillful manner, and in compliance with all applicable federal, state, and local laws and

Owner Initials: DDB
Date: 2/27/24

regulations, including, but not limited to all provisions of the Fair Labor Standards Act, the Americans with Disabilities Act, and the Federal Family and Medical Leave Act.

5. WORK SITE. Owner warrants that Owner owns the property herein described and is authorized to enter into this Agreement. Prior to the start of construction Owner shall provide an easily accessible building site, which meets all zoning requirements for the structure, and in which the boundaries of Owner's property will be clearly identified by stakes at all corners of the property, if not identified by other means such as a fence. Owner shall maintain the boundary identifiers in proper position throughout construction.

6. MATERIALS AND/OR LABOR PROVIDED (If Applicable). Superior Services & Supply, LLC shall provide to Owner in writing details related to the materials intended to be utilized on the project, if requested and/or required.

If for any reason the pipe sizing, elevation, and/or subgrade utilities differ from the ASSUMED information provided in the Scope of Work, additional charges will be incurred. In such event, prior to commencing with the additional work, Superior Services & Supply, LLC shall prepare and submit a change order which shall be reviewed and considered as required by 61 Okla Stat s 121.

Superior Services & Supply, LLC may substitute materials provided that the substituted materials are no less quality than those previously agreed upon by Owner or its agent and Superior Services & Supply, LLC.

7. PAYMENT. Payment shall be made to:

Superior Services & Supply, LLC
P.O. Box 431 Mustang, Oklahoma 73064.

CONTRACT PRICE: \$ 1,769,542.35

(In Words): One Million seven hundred sixty-nine thousand five hundred forty-two dollars and thirty five cents

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 10 percent (10%) per year, or the maximum percentage allowed under applicable laws, whichever is less. Owner hereby waives any requirement for written demand or notice of default, and agrees that Superior Services & Supply, LLC may pursue all legal remedies without first demanding payment or performance. Owner shall pay all costs of collection, including without limitation, reasonable attorney fees.

In addition to any other right or remedy provided by law, if Owner fails to pay for the Services when due, Superior Services & Supply, LLC has the option to treat such failure to pay as a material breach of this Agreement and may cancel this Agreement and/or seek legal remedies.

Payment Schedule Shall be as followed:

- ~ NET 30 from date of Invoice.
- ~ Owner agrees that funds are available immediately to finance the work included in this Agreement and shall be immediately available prior to any change order being signed.
- ~ (5 %) Retainage shall be held through project duration.

Owner Initials: DDB
Date: 2/27/24

8. TERM. Superior Services & Supply, LLC shall commence the work to be performed within _____ days of TBD, _____ and shall complete the work within Per Proposed Schedule (Days), time being of the essence of this Agreement.

If Superior Services & Supply, LLC is delayed at any time in the commencement of or progress of the work to be performed under this Agreement by (i) any action or omission of the Owner, including its employees, agents or other contractors, (ii) fire, unavoidable casualties or other causes beyond the control of Superior Services & Supply, LLC, or (iii) any delay authorized by Owner, then the term of this Agreement shall be extended for a reasonable period by change order pursuant to Section 27 hereof.

Upon completion of the project, Owner agrees to sign a Notice of Completion within ten (10) days after the completion of the work to be performed. If the project passes its final inspection and Owner does not provide the Notice, Superior Services & Supply, LLC may sign the Notice of Completion on behalf of Owner.

9. PERMITS. Owner shall obtain all necessary building permits.

10. INSURANCE. Before work begins under this Agreement, Superior Services & Supply, LLC shall furnish certificates of insurance to Owner substantiating that Superior Services & Supply, LLC has placed in force valid insurance covering its full liability under the Workers' Compensation laws of the State of Oklahoma and shall furnish and maintain general liability insurance, and builder's risk insurance for injury to or death of a person or persons, and for personal injury or death suffered in any construction related accident and property damage incurred in rendering the Services.

11. CONFIDENTIALITY. Superior Services & Supply, LLC, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Superior Services & Supply, LLC, or divulge, disclose, or communicate in any manner unrelated to the work to be performed, any information that is proprietary to Owner. Superior Services & Supply, LLC and its employees, agents, and representatives will protect such information and treat it as strictly confidential. In the event that Superior Services & Supply, LLC is requested or required by legal process to disclose such proprietary information, Superior Services & Supply, LLC shall notify Owner of such request or requirement so that Owner may seek, at Owner's sole cost and expense, an appropriate protective order. This provision will continue to be effective after the termination of this Agreement.

12. WARRANTY. Superior Services & Supply, LLC shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Superior Services & Supply, LLC community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Superior Services & Supply, LLC on similar projects. Superior Services & Supply, LLC shall construct the structure in conformance with the plans, specifications, and any breakdown and binder receipt signed by Superior Services & Supply, LLC and Owner.

Owner Initials: DDB
Date: 2/27/24

Pursuant to Title 61 Okla. Stat. §113(B), attached hereto and made a part of this contract are the Statutory, Performance, and Maintenance Bonds provided by Superior Services & Supply, LLC to cover the Services described herein.

OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN, NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED REALTED TO THE SERVICES PROVIDED.



Owner Initials: DDB
Date: 2/27/24

13. FREE ACCESS TO THE WORKSITE. Owner will allow and maintain free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. Superior Services & Supply, LLC will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation. Superior Services & Supply, LLC also agrees to keep the Worksite clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards.

14. UTILITIES (If Applicable). Owner shall provide and maintain water and electrical service, connect permanent electrical service, gas service or oil service, whichever is applicable, and tanks and lines to the building constructed under this Agreement after an acceptable cover inspection has been completed, and prior to the installation of any inside wall cover.. Owner shall permit Superior Services & Supply, LLC to use, at no cost, any electrical power and water necessary to conduct and complete the work.

15. INSPECTION. Owner shall have the right to inspect all work performed under this Agreement. All defects and uncompleted items shall be reported to Superior Services & Supply, LLC immediately. All work that needs to be inspected or tested and certified by an engineer as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of construction and before further construction can continue. All inspection and certification will be done at Owner's expense.

16. DEFAULT. The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure of Owner to make a required payment when due.
- b. The insolvency of either party or if either party shall, either voluntarily or involuntarily, become a debtor of or seek protection under Titles 9 or 11 of the United States Bankruptcy Code.
- c. A lawsuit is brought on any claim, seizure, lien, or levy for labor performed or materials used on or furnished to the project by either party, or there is a general assignment for the benefit of creditors, application, or sale for or by any creditor or government agency brought against either party.
- d. The failure of Owner to make the building site available or the failure of Superior Services & Supply, LLC to deliver the Services in the time and manner provided for in this Agreement.

17. REMEDIES. In addition to any and all other rights a party may have available according to law of the State of Oklahoma, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement, the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe in sufficient detail the nature of the default. The party receiving said notice shall have 60 days from the effective date of said notice

Owner Initials: DDB
Date: 2/27/24



to cure the default(s) or begin substantial completion if completion cannot be made in 60 days. Unless waived by a party providing notice, the failure to cure or begin curing, the default(s) within such time period shall result in the automatic termination of this Agreement. Notice of default and the cure period described above shall not be required for failure to make a monetary payment when due.

18. LIMITATION OF LIABILITY. Superior Services & Supply, LLC shall not be liable for (i) any failure or delay caused by Owner's breach of this Agreement or Owner's negligence; (ii) reliance upon any data, information, specification or other documents pertaining to the Service which are provided by Owner or third parties engaged by Owner to provide data, information, specifications, or other services on this project; or (iii) any punitive or exemplary damages.

19. INDEMNIFICATION. The parties agree to indemnify and hold harmless from and against any and all claims, suits, actions, debts, damages, fines, penalties, costs, charges and expenses, including court costs and attorney's fees, arising out of, relating to or resulting from performance of indemnifying party's conduct related to this Agreement, whether or not such claims or suits arise under statute, to the extent caused in whole or in part by acts, actions; omissions, negligence, fault or breach of the indemnifying party, its employees, agents, sub- subcontractors and/or suppliers.

Subject to the foregoing, Superior Services & Supply, LLC shall protect, indemnify, save and hold harmless Owner, its officers, agents, and employees from all suits, actions, or claims of any character brought because of injuries or damages received or sustained by any person or property on account of Superior Services & Supply, LLC's operations, or of its agents, employees, subcontractors or any others authorized by Superior Services & Supply, LLC to perform work on the project.

20. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other contract or agreement whether oral or written concerning the subject matter of this Agreement. Any amendments must be in writing and signed by each party. This Agreement supersedes any prior written or oral agreements between the parties.

21. SEVERABILITY. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.



Owner Initials: DDB
Date: 2/27/24

If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

22. AMENDMENT. This Agreement may be modified or amended in writing if the writing is signed by each party.

23. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of Oklahoma, without regard to any choice of law provisions of Owner or any other jurisdiction.

24. NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.


25. NO WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

26. CHANGE ORDERS. ANY changes requested by Superior Services & Supply, LLC and/or Owner SHALL NOT be effective without the SIGNED approval from both parties with an agreed price. If the change order request is presented but not timely agreed to causing work to halt, downtime charges may be charged by Superior Services & Supply, LLC if required.

27. SIGNATORIES. This Agreement shall be signed on behalf of Clinton PWA by Chairman and on behalf of Superior Services & Supply, LLC by Josh Hall, President and shall be effective as of the date first written above.

Owner:
David Berrong, Chairman

Contractor:
Superior Services & Supply, LLC

By: 
Date: Feb 27, 2024
David Berrong
PWA Chairman

By: _____
Date: _____
Josh Hall
President

Owner Initials: DDB
Date: 2/27/24



ESTIMATE #	DATE	EXPIRES
KD12282023-1D	01/09/2024	02/08/2024

Title: Clinton - GST Roof Replacement Option 3

CUSTOMER

City of Clinton - Utility Office
 415 West Gary Boulevard
 Clinton, OK 73601

SERVICE ADDRESS

415 West Gary Boulevard
 Clinton, OK 73601

SUMMARY

Superior Services & Supply proposes to provide the following services:

• **Base Bid**

- General Requirements
- Mobilization
- Removal and disposal of existing damaged tank roof and roof support structure
- Design and Structural Engineering of new tank roof and roof support structure
- Installation of new tank roof and roof support structure
- Disposal of abrasive materials
- Disinfection of interior tank surfaces

• **Coatings OPTION 3**

- Surface preparation blasting and coating application to COMPLETE tank exterior (roof, shell, appurtenances) ****Utilizing Lead Abatement Requirements****
- Surface preparation blasting and coating application to COMPLETE tank interior (roof, shell, floor) ****Assuming Lead Abatement Requirements****

	Total
General Requirements	\$357,503.09
Removal of Roof and Roof Support Structure	\$49,273.92
Design and Structural Engineering	\$5,041.44
Installation of Roof and Roof Support Structure	\$181,188.77
Surface Preparation Blasting and Coatings of Complete Exterior and Interior w/ Lead Abatem	\$1,176,535.13



ESTIMATE #	DATE	EXPIRES
KD12282023-1D	01/09/2024	02/08/2024

Interior:

- SSPC SP10 - Near white abrasive blast clean all seams, scratches, abrasions, defective shop applied coatings
- Prime Coat - All surfaces with Tnemec 91 H2O @ 2.5-3.5 mils
- Stripe Coat - All seams, corners, edges, irregular shaped surfaces with Tnemec N140 @ 3-5 mils
- Finish Coat - All surfaces with Tnemec 21 @ 10-16 mils
- Low Voltage Holiday Test - Interior wet surfaces as needed

Exterior:

- SSPC SP6 - Commercial abrasive blast clean all surfaces.
- Prime Coat - All bare substrate with Tnemec 91 H2O @ 2.5-3.5 mils
- Stripe Coat - All seams, corners, edges, irregular shaped surfaces with Tnemec N140/N69 @ 3-5 mils
- Intermediate Coat - All surfaces with Tnemec 1075 @ 2-3 mils
- Finish Coat - All surfaces with Tnemec 700 @ 2-3 mils

Total

\$1,769,542.35

Subtotal \$1,769,542.35

Tax: (0%) \$0.00

Total \$1,769,542.35

INCLUSIONS

- Design and Structural Engineering
- Mobilization/Demobilization
- Labor
- Equipment
- Materials
- Travel/Per Diem
- Insurance/Workers Compensation
- Disposal of existing roof material
- Workers Protection and Disposal of heavy metal contaminated coatings
- Maintenance Bond (1 Year)



ESTIMATE #	DATE	EXPIRES
KD12282023-1D	01/09/2024	02/08/2024

EXCLUSIONS

Taxes
Bonding (Surety, Performance, Payment)
Removal and/or Relocation of any Utilities
Additional repairs to the tank due to any structural failures during roof removal
Additional repairs to the tank not specifically mentioned in the Scope of Work
Tank logo(s) of any kind
BacT Testing
Downtime not at fault of Superior Services & Supply

TERMS & CONDITIONS

Terms:

- Payment and Performance Bonds are **NOT** included in price above; If required, add 2.5% to bid amount.
- Estimate valid for (30) days due to volatile material market unless otherwise expressed in writing on this estimate.
- Payments Due are Net (30) days from invoice date

APPROVAL

This Estimate has been accepted on 2/27/2024 by David Berrong, Chairman

Signature: _____