CONTRACT- ANIMAL CREMATORIUM
STILLWATER ANIMAL WELFARE DIVISION

THIS AGREEMENT, made and entered into this ____ day of _____, 2016 by and between the City of Stillwater, Oklahoma, a municipal corporation, hereinafter called the "City" and Kalka Construction Company, 890368 S. 3420 Road, Chandler, Oklahoma 74834, hereinafter called the "Contractor."

WITNESSETH:

THAT WHEREAS, the City of Stillwater has caused to be prepared in accordance with law, certain plans, specifications and other documents for the work hereinafter described and has approved and adopted all of said contract documents, and has caused Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the purchase and installation of a pet crematorium installed at the City of Stillwater Animal Welfare Division, 1710 S. Main Street, Stillwater, Oklahoma, **Bid #06-15/16** as outlined and set out in the contract documents and in accordance with the terms and provisions of this contract; and,

WHEREAS, the City of Stillwater, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above named Contractor to be the lowest responsible bidder on the above described project, and has duly awarded this contract to said Contractor, for the sum named in the proposal, to wit:

Ninety-Two Thousand Nine Hundred Ninety-eight and 00/100 Dollars ($92,998.00).

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this contract have agreed, and hereby agree, as follows:

1. The Contractor shall, in a good and first class workmanlike manner, at his own cost and expense, furnish all labor, materials, tools and equipment required to complete said work in strict accordance with this Contract and the following contract documents:

   Bid proposal; Non-collusion Affidavit; Business Relationships Affidavit; Bid Bond; Performance Bond; Statutory Bond; Maintenance Bond; Certificates of Insurance in the statutory amounts for public liability and worker's compensation; specifications for animal incinerator/crematory system; Bid #06-15/16

   all of which documents are on file in the office of the City Clerk, City of Stillwater, Stillwater, Oklahoma, and are made a part of this Contract as fully as if the same were herein set out at length, with the following additions and/or exceptions: None.

2. The City shall make payment to the Contractor in the following manner: City will pay 35% of contract price at time of award upon receipt of invoice from Contractor. The balance of contract will be paid upon the completion of the project subject to the Contractor furnishing proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and

settled in the form of an affidavit which shall bear the approval of the Contractor.

3. On completion of work, but prior to the acceptance thereof by the City of Stillwater, it shall be the duty of the Chief of Police and/or his designee from the Stillwater Animal Welfare Division to determine, by examination that said work has been completely and fully performed in accordance with the Contract Documents.

4. The Contractor agrees to hold the Owner harmless on any liability that may arise and shall provide a certification of insurance.

5. Wherever there is a difference between the project specification and the bid proposal, the project specification shall control.

6. Work shall be completed by June 30, 2016.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in three duplicate originals, the day and year first above written.

KALKA CONSTRUCTION COMPANY
Contractor

By: _____
Ronnie D. Kalka

(seal)

_____
Secretary

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, on this ____ day of _____, 2016, personally appeared Ronnie D. Kalka, to me known to be the identical person(s) who executed the within and foregoing instrument as its _____ and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of the corporation/limited liability company for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

_____
Notary Public

(SEAL)
My commission expires: _____ My commission number: _____

CITY OF STILLWATER, OKLAHOMA
A MUNICIPAL CORPORATION

(SEAL)

_____
GINA J. NOBLE, MAYOR

ATTEST:

_____
ELIZABETH CHRZ, CITY CLERK

Approved as to form and legality this _____ day of_____,2016.

_____
JOHN E. DORMAN, CITY ATTORNEY