

# CONTRACT

## Project MC-0735

### Annual Unit Price Roofing Contract

**THIS CONTRACT** by and between The City of Oklahoma City, referred to in the Bidding Documents and herein as "Awarding Public Agency", and **Alva Roofing Co.**, hereinafter termed "Contractor" is made and entered into on the date approved by the Awarding Public Agency.

#### WITNESSETH:

**WHEREAS**, the Awarding Public Agency has caused to be prepared certain Bidding Documents; has caused Notice to Bidders; and has received bids for the above Project; and,

**WHEREAS**, Contractor, in response to said Notice to Bidders, has submitted to Awarding Public Agency a bid; in accordance with the Bidding Documents; and

**WHEREAS**, the Awarding Public Agency has determined Contractor to be the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project in the amount not to exceed: **Three Million Six Hundred Eighty Thousand and 00/100 Dollars (3,680,000.00).**

**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 perform and complete said Project in strict accordance with the Contract Documents, including but not limited to the Bidding Documents, "Standard Specifications for Construction of Public Improvements," any Special Provisions, schedules and plans approved by the Awarding Public Agency, and Contractor's bid, all of which documents are on file in the Office of the City Clerk of The City of Oklahoma City and are made a part of this Contract as fully as if the same were herein set out at length, with the following alternates and/or deletions: (if none, so state) None.

2. The Awarding Public Agency shall make payments to the Contractor in the following manner: On or about the first day of each month, the City Engineer or designee will review estimates of the value, based on Contract prices and/or schedule of values of work done and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The Contractor shall furnish to the City Engineer or designee such detailed information as requested.

Each monthly estimate for payment must contain or have attached an affidavit as required by 74 O.S. § 85.22.

3. On completion of the Project, but prior to the acceptance thereof by the Awarding Public

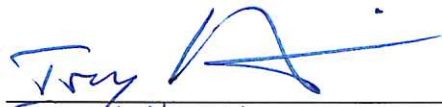
Agency, it shall be the duty of the City Engineer or designee to determine that said work has been completely and fully performed in accordance with said Contract Documents, and upon making such determination, make a final certificate to the Awarding Public Agency. The Contractor shall furnish proof that all claims and obligations incurred by the Contractor in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds for payment of the final estimate to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid and the same shall be in full for all claims of every kind and description said Contractor may have by reason of having entered into or arising out of this Contract.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed the day and year first above written.

**ATTEST:**

  
(Secretary-Witness)

**Contractor:**

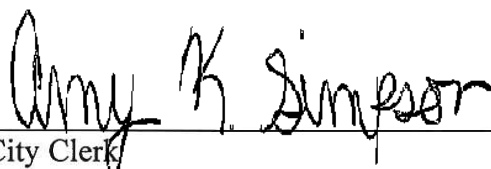
By:   
Troy Hardiman  
As: vice President

**REVIEWED** for form and legality.

  
Assistant Municipal Counselor

**APPROVED** by The City of Oklahoma City this 15TH day of AUGUST, 20 23.

**ATTEST:**

  
City Clerk



**The City of Oklahoma City**

  
David Holt



ALVAROO-01

MJMILLER

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Laird & Walkingstick Insurance Services P.O. Box 9 Chandler, OK 74834	<b>CONTACT NAME:</b> Mary Jo Miller <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> maryjom@lw-ins.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> National Fire Insurance Company of Hartford <b>INSURER B:</b> The Continental Insurance Company <b>INSURER C:</b> American Casualty Company fo Reading, Pennsylvania <b>INSURER D:</b> Endurance American Insurance Company <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b>  Alva Roofing Company Inc 1401 E Grand Blvd. Oklahoma City, OK 73129	<b>NAIC #</b> 20478 35289 20427 10641

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			7036151995	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BUA 7036151981	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUE7036537137	1/1/2023	5/1/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WC7036152001	5/1/2023	5/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Leased/Rented Equip			IMP30030343400	1/1/2023	1/1/2024	Max Per Item \$25,000 100,000
D	Installation floater			IMP30030343400	1/1/2023	1/1/2024	Ded-\$5000 400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT # NAME: MC-0735 ANNUAL ROOFING CONTRACT

The CITY OF OKLAHOMA CITY IS AN ADDITIONAL INSUREDS, WITH RESPECT TO LIABILITY ARISING OUT OF THE PROJECT OR EVENT

## CERTIFICATE HOLDER

## CANCELLATION

The City of Oklahoma City and its beneficiary Trusts  
420 W. Main St., Suite 400  
Oklahoma City, OK 73102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**THE CITY OF OKLAHOMA CITY**  
**CERTIFICATE OF NONDISCRIMINATION**

In connection with the performance under the Contract, the Contractor agrees as follows:

- A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Contractor shall take affirmative action to ensure that employees are treated without regard to their race, creed, sex, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and Subcontractors shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of the City of Oklahoma City setting forth the provisions of this Section.
- B. In the event of the Contractor's noncompliance with this Nondiscrimination Certificate, the Contract may be canceled, terminated or suspended by the Contracting Public Entity. The Contractor may be declared by the Contracting Public Entity ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Contractor and/or Subcontractors.
- C. The Contractor agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Contract.

I have read the above and agree to abide by these requirements:

***This form must be fully completed and signed by the Contractor or Contractor's Authorized Agent.***

**Alva Roofing Co.**

\_\_\_\_\_  
Name of Individual, Partnership, Limited Liability  
Company, or Corporation hereinafter called Bidder



\_\_\_\_\_  
Signature of Bidder or Authorized Agent

**Troy Hardiman**

\_\_\_\_\_  
Type or print name and title of person who signed above

This Certificate is required by Oklahoma City Municipal Code, Chapter 25, Article III § 25-41, as incorporated by reference in the City of Oklahoma City's *Standard Specifications for the Construction of Public Improvements* or otherwise in the Bidding Documents.



**THE CITY OF OKLAHOMA CITY**  
**SMALL, LOCAL AND MINORITY BUSINESS UTILIZATION PROGRAM**  
**CONSTRUCTION SUBCONTRACTING PLAN/REPORT**

Project No. \_\_\_\_\_

<u>Alva Roofing Co.</u>	<u>(405) 677-8733</u>	<u>troyhardiman@alvaroofting.com</u>
Company Name	Phone	Email

*The business agrees to submit a Local Business Utilization ("LBU") Report/Subcontracting Plan to the City within fourteen (14) days from the date of the Notice to Proceed.*

In the space provided below please provide the requested information for each subcontractor/subconsultant employed on the project listed above.

Submit form to [LBU@okc.gov](mailto:LBU@okc.gov)

If no subcontractors are being used, please provide a brief description of the project and why subcontractors are not needed.

no subcontractors at this time. All work will be performed by our own employees

1. Name of Subcontractor Business \_\_\_\_\_
  - a. Name of contact person \_\_\_\_\_
  - b. Email \_\_\_\_\_
  - c. Phone number \_\_\_\_\_
  - d. Type of work performed \_\_\_\_\_
  - e. Estimated dollar amount for contracted work \_\_\_\_\_
  - f. LBU status (check if known) ☐ Registered ☐ Not Registered
  
2. Name of Subcontractor Business \_\_\_\_\_
  - a. Name of contact person \_\_\_\_\_
  - b. Email \_\_\_\_\_
  - c. Phone number \_\_\_\_\_
  - d. Type of work performed \_\_\_\_\_
  - e. Estimated dollar amount for contracted work \_\_\_\_\_
  - f. LBU status (check if known) ☐ Registered ☐ Not Registered
  
3. Name of Subcontractor Business \_\_\_\_\_
  - a. Name of contact person \_\_\_\_\_
  - b. Email \_\_\_\_\_
  - c. Phone number \_\_\_\_\_
  - d. Type of work performed \_\_\_\_\_
  - e. Estimated dollar amount for contracted work \_\_\_\_\_
  - f. LBU status (check if known) ☐ Registered ☐ Not Registered

USE ADDITIONAL PAGES AS NEEDED

4. Name of Subcontractor Business \_\_\_\_\_
- a. Name of contact person \_\_\_\_\_
  - b. Email \_\_\_\_\_
  - c. Phone number \_\_\_\_\_
  - d. Type of work performed \_\_\_\_\_
  - e. Estimated dollar amount for contracted work \_\_\_\_\_
  - f. LBU status (check if known) ☐ Registered ☐ Not Registered

5. Name of Subcontractor Business \_\_\_\_\_
- a. Name of contact person \_\_\_\_\_
  - b. Email \_\_\_\_\_
  - c. Phone number \_\_\_\_\_
  - d. Type of work performed \_\_\_\_\_
  - e. Estimated dollar amount for contracted work \_\_\_\_\_
  - f. LBU status (check if known) ☐ Registered ☐ Not Registered

6. Name of Subcontractor Business \_\_\_\_\_
- a. Name of contact person \_\_\_\_\_
  - b. Email \_\_\_\_\_
  - c. Phone number \_\_\_\_\_
  - d. Type of work performed \_\_\_\_\_
  - e. Estimated dollar amount for contracted work \_\_\_\_\_
  - f. LBU status (check if known) ☐ Registered ☐ Not Registered

7. Name of Subcontractor Business \_\_\_\_\_
- a. Name of contact person \_\_\_\_\_
  - b. Email \_\_\_\_\_
  - c. Phone number \_\_\_\_\_
  - d. Type of work performed \_\_\_\_\_
  - e. Estimated dollar amount for contracted work \_\_\_\_\_
  - f. LBU status (check if known) ☐ Registered ☐ Not Registered

8. Name of Subcontractor Business \_\_\_\_\_
- a. Name of contact person \_\_\_\_\_
  - b. Email \_\_\_\_\_
  - c. Phone number \_\_\_\_\_
  - d. Type of work performed \_\_\_\_\_
  - e. Estimated dollar amount for contracted work \_\_\_\_\_
  - f. LBU status (check if known) ☐ Registered ☐ Not Registered

## NOTARY STATEMENT

STATE OF Oklahoma )  
 ) §  
COUNTY OF Oklahoma )

I, Lauren Leon, Notary Public in and for said  
County and State, do hereby certify that on this 19<sup>th</sup> day of  
July, 20 23, Troy Hardiman,  
personally known to me to be the same person and official who executed the above and  
foregoing instrument as Vice President appeared before me in person and  
acknowledged that, as such official, he/she executed the above instrument as his/her free and  
voluntary act on behalf of Alva Roofing Co pursuant to authority  
conferred and for the uses and purposes therein set forth.

IN WITNESS THEREOF, I have hereunto set my hand and seal the day and year last  
above written.



Lauren Leon  
Notary Public

My commission expires:

03-30-2027

My commission #:

23004437