

Contract Agreement Date:

BETWEEN the Owner:

City of Coweta & Coweta Public Works Authority
310 South Broadway
P. O. Box 850
Coweta, OK 74429

and the **Contractor**:

Meter Install Group LLC
2912 S. Access Rd.
Longview, TX 75602
Telephone Number: (903) 753-3456

for the following **Project**:

Water Meter Replacement

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE
3	CONTRACT SUM
4	PAYMENT
5	INSURANCE
6	OWNER
7	CONTRACTOR
8	ADMINISTRATION
9	CHANGES IN THE WORK
10	TIME
11	PROTECTION OF PERSONS AND PROPERTY
12	CORRECTION OF WORK
13	MISCELLANEOUS PROVISIONS
14	TERMINATION OF THE CONTRACT
15	OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS AND GENERAL PROVISIONS

§1.1 CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the project. The Contract Documents consist of:

1. This Agreement signed by the Owner and Contractor;
2. Written orders for changes in the Work issued after execution of this Agreement

§1.2 ENTIRE AGREEMENT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 9.

§1.3 INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§1.4 WORK

The term “Work” means the construction and services required by the Contract Documents, and includes all other labor and services provided, or to be provided, by the Contractor to fulfill the Contractor’s obligations.

§1.5 GOODS

The term “Goods” means the products the Owner has agreed to purchase in accordance with the terms and conditions of this Contract. The Goods include, but are not limited to, meters and AMR/AMI system.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the work shall be May 18, 2020 or ten (10) working days after the Owner provides a list of all meters being changed, whichever date is later. The Contractor shall substantially complete the Work not later than (120) calendar days from the date of commencement, subject to adjustment as provided in Article 9 and Article 10.

ARTICLE 3 CONTRACT SUM

§3.1 CONTRACT SUM

Subject to additions and deductions in accordance with Article 9, the Contract Sum is: \$616,588.00 (Six Hundred Sixteen Thousand, Five Hundred, Eighty-Eight Dollars and 00 Cents).

§3.2 VALUES RELATED TO THE WORK

For purposes of payment, the Contract Sum includes the following values related to portions of the Work:

Item	Units and Limitations	Price per Unit
Installation of 5/8” Meter	3200	\$ 39.00
Installation of 1” Meter	4	\$ 39.00
Installation of 2” Meter	24	\$ 475.00
Installation of 2” Compound Meter (labor only, no lay length changes, additional parts, or vault work)	As Needed	\$1,775.00
Remove / Reset Box or Remove / Replace Box (labor only, box not included)	As Needed	\$25.00
Curb Stop / Shut Off (labor only, shut off not included)	As Needed	\$45.00
Replumb or Direct Connect (labor only, parts not included)	As Needed	\$45.00

Pricing will be calculated on a per unit basis and will vary according to the type of service rendered.

§3.3 VALUES RELATED TO THE GOODS

For purposes of payment, the Contract Sum includes the following values related to products (the "Goods") the Owner has agreed to purchase in accordance with the terms and conditions of this Contract:

Item	Units and Limitations	Price per Unit (\$0.00)
PD07GBT – 5/8" X 3/4" PD, GALLONS, BRASS BOTTOM, TESLA	3200	\$ 142.50
PD10GBT – 1" PD, GALLONS, BRASS BOTTOM, TESLA	4	\$ 226.00
PD20GBT – 2" PD, GALLONS, BRASS BOTTOM, TESLA	24	\$ 597.00
METER READING SOFTWARE	1	\$3000.00
LAPTOP COMPUTER SETUP FOR DRIVE BY READING	1	\$6000.00

Reoccurring Annual Fee (due on the anniversary of the date of Substantial Completion & paid to manufacturer)

Annual Software Maintenance Fee	1	\$ 2000.00
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Miscellaneous Installation Materials	Units and Limitations	Price per Unit (\$0.00)
Typical Plastic Meter Box for 5/8" X 3/4" Meters	As Needed	\$ 22.00
Lids for Typical Plastic Meter Box for 5/8" X 3/4" Meters	As Needed	\$ 18.00
2" Compound Meter with Integrated Encoder RF Register Devices	Per Unit	\$ 1095.00
Acquisition and Installation of RF Register on existing meters	Per Unit	\$ 123.00

ARTICLE 4 PAYMENT

§4.1 APPLICATION FOR PAYMENT

The Contractor's invoice will act as an Application for Payment. Application for Payment will be made as a Route, Book, Cycle, Geographical Area, or other reasonable bench marks have been completed.

§4.2 PAYMENT TERMS FOR WORK

Payment terms for Work completed are due 30 days from the date the Contractor's invoice is received by the Owner.

§4.3 RETAINAGE

No retainage shall be withheld.

§4.4 ACCEPTANCE, DELIVERY, AND PAYMENT FOR GOODS

§4.4.1 Payment for Goods is due upon receipt and acceptance.

§4.4.2 Upon receiving possession of the Goods, the Owner shall have 7 days to inspect the Goods to determine if the Goods conform to the requirements of this Contract. If the Owner, in good faith, determines that all or a portion of the Goods are non-conforming, the Owner may return the Goods to the Contractor. The Owner must provide written notice to the Contractor of the reason for rejecting the Goods. The Contractor will have 30 days from the return of the Goods to remedy such defects under the terms of this Contract.

§4.4.3 In addition to any other right or remedy provided by law, if the Owner fails to pay for the Goods when due, the Contractor has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies as provided by Section 14. 1.

§4.4.4 Time is of the essence in the performance of this Contract. The Contractor will arrange for delivery, by carrier chosen by the Contractor according to the following schedule:

Quantity	Description	Delivery Date
1000	PD07GBT – 5/8" X 3/4" PD METERS	May 11, 2020
1000	PD07GBT – 5/8" X 3/4" PD METERS	May 25, 2020
1200	PD07GBT – 5/8" X 3/4" PD METERS	June 8, 2020

4	PD10GBT – 1” PD METERS	June 8, 2020
24	PD20GBT – 2” PD METERS	June 8, 2020

*** The above schedule of Delivery will adjust to match the installation production rate***

§4.5 INTEREST ON OVERDUE PAYMENT

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of one percent and the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mails or electronically transmits the payment.

§4.6 ATTORNEY FEES

In the event an administrative or judicial proceeding is initiated and prosecuted to collect an invoice payment or interest due, the party prevailing in the proceeding shall have and recover from the other party a reasonable attorney fee, as well as, all costs and expenses incurred by said prevailing party, including but not limited to, filing fees, deposition expenses, preparation and reproduction of hearing or trial exhibits, and alternative dispute resolution fees.

§4.7 SUBSTANTIAL COMPLETION

§4.7.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can utilize the Work and Goods for their intended uses. Warranties required by the Contract Documents shall commence on the date of Substantial Completion.

§4.7.2 When the Work or designated portion thereof is substantially complete, the Contractor shall prepare a Certificate of Substantial Completion. The Owner will make an inspection to determine whether the Work is substantially complete. When the Owner determines that the Work is substantially complete the Owner shall execute the Certificate of Substantial Completion that shall establish the date of Substantial Completion and shall fix the beginning of the warranty period.

§4.8 FINAL PAYMENT

§4.8.1 On receipt of final invoice, the Owner will inspect the Work. When the Owner finds the Work acceptable and the Contract fully performed, the Owner will promptly issue a Final Payment.

§4.8.2 Acceptance of Final Payment by the Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice. The Owner (City of Coweta & Coweta Public Works Authority) is not responsible for any mechanics or materialman’s liens. It is intended that any claim of a subcontractor or material supplier be the sole responsibility and subject to complete resolution by Contractor, so that the project is completed free of any lien.

ARTICLE 5 INSURANCE

§5.1 COVERAGES

The Contractor and any subcontractors not covered under the Contractor’s insurance policy shall provide Contractor’s / Subcontractor’s general liability and other Insurance as follows:

Type of Insurance	Limit of Liability (\$0.00)
General Commercial Liability Per Occurrence	\$1,000,000.00
General Commercial Liability Per Aggregate	\$2,000,000.00
Workers Compensation Insurance and Employers Liability	\$1,000,000.00

§5.2 PROPERTY INSURANCE

The Owner shall provide property insurance to cover the value of the Owner's property, including any Work provided under this Agreement.

§5.3 ADDITIONAL INSURED

Owner will be listed as additional insured on insurance policies designated in Article 5.1.

§ 5.4 CERTIFICATES

Contractor must provide certificates of insurance confirming coverage as provided by section 5.1 to the Owner on or before the date of this Agreement, and renewal certificates must be provided to the Owner at least 30 days before the date of expiration of any required coverage. Failure to maintain any required insurance or to furnish any required certificate will be a default under this Agreement.

ARTICLE 6 OWNER**§6.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

§6.1.1 A. The Owner shall furnish a list of all meters to be replaced ten (10) working days prior to the Date of Commencement. If the Owner fails to provide a list of all meters to be replaced by the Date of Commencement listed in Article 2, the Date of Commencement will be adjusted to ten days after confirmed receipt of the list of all meters to be replaced by the Contractor.

B. The above referenced list shall include current meter serial numbers and 911 physical addresses. If the Owner does not provide this information, the Owner shall provide a knowledgeable person to escort the installation crew and aid in the location of the meters. This person must be available during the work hours set forth in this contract. Any delays or unavailability that hinders or halts the installation of the meters, will be charged to the Owner at the price of \$150.00/hour.

§6.1.2 The Owner shall furnish a list of inactive accounts at the time of construction.

§6.1.3 The Owner shall mark meter sites with white paint on the street and a blue flag. The Owner shall provide reasonable assistance in locating meters as required.

§6.1.4 The Owner shall provide guidance and support in either the repair or replacement of sidewalks, curb stops, and roadways if same is included in the scope of Work as described in the Contract Documents.

§6.1.5 The Owner shall provide adequate personnel to shut off or assist in the shutting off water to large meters.

§6.1.6 The Owner shall provide all required notification and/or advertisement of project to Utility water customers through water bills or other means.

§6.1.7 The Owner shall manually read water meters through substantial completion date of this project for verification of meter function and installation inspection purposes.

§6.1.8 The Owner shall identify any Work that will take place outside of Utility easements at the time of construction.

§6.1.9 The Owner shall communicate with its billing service provider and grant the Contractor access to data necessary for integration. The Owner shall pay any fees associated with data integration that the Owner's billing service provider imposes.

§6.1.10 The Owner shall be responsible for water line repairs farther than 36" away from the meter and may convey the responsibility to make repairs resulting from substandard water lines to the property owner. Nothing in this paragraph shall be construed as creating a right on behalf of any third party to require Owner to make any water line repairs.

§6.2 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

§6.3 COSTS INCURRED

Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 7 CONTRACTOR**§7.1 SUPERVISION AND CONSTRUCTION PROCEDURES**

§7.1.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

§7.1.2 Typical replacement procedures will be as follows:

- Identify and confirm meter number that will be replaced
- Notify customer of task that will be performed and estimated time of service interruption
- Clean out meter box, removing all dirt to expose meter connections
- If backwash exist, pump out water to prevent debris from entering meter or customer's service line
- Remove water meter and old washers
- Flush service valve
- Install new meter and washers
- Open faucet at the nearest point to meter to flush out air
- Open service valve fully
- Inspect for any signs of leaks
- Record applicable data electronically
- Clean work area

§7.1.3 The Owner will inspect all meter installations. Inspection and acceptance of contractual compliance will be accomplished by a representative of the Owner.

§7.2 LABOR AND MATERIALS

§7.2.1 Unless otherwise provided in the Contract Documents, the Contractor will furnish all necessary supervision, labor, vehicles, tools and equipment necessary for meter installation. The Owner will supply repair parts as required for the meter installations. All meter boxes and valves will be supplied by the Owner.

§7.2.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§7.2.3 Field crews and supervisors shall wear identifying clothing items such as safety vests. All vehicles shall be equipped with the contractor's logo.

§7.3 WARRANTY

Contractor will provide a two-month labor and material warranty on the new water meters and AMR/AMI system installed under this Agreement from the time of the Owner's acceptance of the Work. This warranty covers any failure of parts, components, and installation techniques used to install the new water meters and AMR system. The manufacturer will warrant the new meters and AMR/AMI system but Contractor will provide the labor to repair or replace any defective device. A water pipe problem within 36", either side of the meter, is covered by this warranty. Any problem that is further than 36" from the meter is the responsibility of the Owner. The Owner will provide a detailed written account of work it considers defective including address, contact information, and specific problem so that the Contractor can remedy the same within seven days from receipt of written notice by Owner. The Contractor will have full access to customer property to the extent such access is within the control of Owner, and opportunity to remedy any work considered

defective within seven days from the date of receipt of written notice or warranty will be waived regarding that incident. The Contractor shall not be liable for any failures which result solely from improper operation or maintenance on the Owner's part or which are due solely to normal wear and tear. Any vandalism or abuse of a meter or AMR/AMI system will void the warranty of that particular device. After the two-month warranty period has expired, standard equipment manufacturer material warranty will apply and all repair labor will be provided by the Owner.

§7.4 PERMITS, FEES AND NOTICES

The Contractor shall comply with all applicable laws, statutes, ordinances, codes, rules, and regulations, and lawful orders of public authorities and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules, and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

§7.5 CLEANING UP

The Contractor shall clean the Work area upon completion of a meter replacement, remove any debris and trash related to the Work, and restore the Work area to substantially the same condition that it was in prior to Contract's performance of the Work. If grass, asphalt or concrete needs to be repaired, the Contractor shall notify appropriate personnel.

§7.6 ACCOUNT DATA

At the end of each work day, the Contractor will supply, via email, an electronic report of meters installed for informational purposes only. At the end of each completed route, the Contractor will supply a functional electronic report of all meters installed that can be used to read the route.

ARTICLE 8 ADMINISTRATION

§8.1 ADMINISTRATOR

The Owner will provide administration of the Contract as described in the Contract Documents.

§8.2 INSPECTION

The Owner will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§8.3 PERFORMANCE OF THE WORK

The Owner will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and program in connection with the Work, since these are solely the Contractor's responsibility. The Owner will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Parties understand and agree that Contractor at all times will be acting and performing as an independent contractor and not as an agent or employee of Owner.

§8.4 REJECTION OF THE WORK

The Owner has authority to reject Work that does not conform to the Contract Documents. The Owner will provide a detailed written account of work it considers not to conform to the Contract Documents including address, contact information, and specific problem so that the Contractor can remedy the same within seven days from receipt of written notice by Owner. The Contractor will have full access to customer property to the extent such access is within the control of Owner, and opportunity to remedy any work considered not to conform to the Contract Documents within seven days of receipt of written notice or the Owner waives its right to reject Work regarding that incident.

§8.5 INTERPRETATION OF PERFORMANCE

The Owner will promptly interpret and decide matters concerning performance under, and requirement of, the Contract Documents on written request from the Contractor.

§8.6 INTERPRETATION BY INTENT

Interpretations and decisions of the Owner will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings.

ARTICLE 9 CHANGES IN THE WORK**§9.1 CHANGE ORDERS**

The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing.

§9.2 UNKNOWN CONDITIONS

If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 10 TIME**§10.1 TIME LIMITS**

Time limits stated in the Contract Documents are of the essence of the Contract.

§10.2 DELAYS

If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment by Owner at Contractor's request. Such equitable adjustment by Owner shall not be effective unless and until approved in writing by Owner, and such written approval shall not be unreasonably withheld.

§10.3 HOURS OF OPERATION

Work may be conducted Monday through Saturday between the hours of 8 AM and sunset, unless a site has "restricted access." Sites identified as "restricted access" shall be serviced only during normal hours of operation of the site and on Monday through Friday. There are some commercial establishments that the Contractor will have to work around certain business hours of operation in order to shut off the water. The Contractor will be responsible for contacting the property owner to schedule meter replacement and advise about any service interruption. The Owner will assist the Contractor in contacting the property owner if requested and will determine the course of action if the property owner is not able to easily schedule an appropriate time for meter replacement.

ARTICLE 11 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety procedures and programs, including all those required by law in connection with performance of the Contract. The Contractor shall make reasonable efforts to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable. Any water pipe problem that is further than 36" from the meter is the responsibility of the Owner.

ARTICLE 12 CORRECTION OF WORK**§12.1 CORRECTION OF REJECTED WORK**

The Contractor shall promptly correct Work rejected by the Owner as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work.

§12.2 CORRECTION OF NON CONFORMING WORK

In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of two months after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

ARTICLE 13 MISCELLANEOUS PROVISIONS**§13.1 ASSIGNMENT OF CONTRACT**

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§13.2 GOVERNING LAW

The Contract shall be governed by the laws of the State of OKLAHOMA and the ordinances of the City of Coweta, OK regardless of choice of law provisions. The exclusive forum for resolution of any dispute regarding this Agreement shall be in the state or federal courts having jurisdiction in Coweta, OK.

ARTICLE 14 TERMINATION OF THE CONTRACT**§14.1 TERMINATION BY THE CONTRACTOR**

If the Owner fails to make payment as provided in Section 4.4 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed.

§14.2 TERMINATION BY THE OWNER FOR CAUSE

§14.2.1 The Owner may terminate the Contract if the Contractor

1. Refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
3. disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction after receipt of written notice describing the infraction; or
4. is otherwise guilty of substantial breach of a provision of the Contract Documents.

§14.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate the contract and may

1. take possession of the site and of all materials thereon owned by the Contractor, and
2. finish the Work by whatever reasonable method the Owner may deem expedient.

§14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§14.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with a reasonable overhead and profit on the Work not executed, subject to Owner's review and approval, which shall not be unreasonably withheld.

ARTICLE 15 OTHER TERMS CONDITIONS**§15.1 LIMITATION OF LIABILITY**

Contractor agrees to indemnify and hold harmless Owner, including its officers, employees, agents and representatives, from and against any and all third party claims of any kind arising from or related to the Work performed pursuant to the Contract, and for the defense or settlement thereof, including, without limitation, costs of court, awards of damages, fines or penalties, reasonable attorneys' fees, and other costs of defense or of settlement, attempted settlement or alternative dispute resolution provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or

anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder

§15.2 NO THIRD PARTY BENEFICIARIES

This Agreement is not intended to and does not create rights or remedies in favor of any third parties.

§15.3 SEVERABILITY

If any part of this Contract is held unenforceable by a court of competent jurisdiction and authority, the remainder of the Contract shall be construed as if that portion held unenforceable were not part of the Contract, and effect shall be given to the remainder of the Contract to the extent possible without internal contradictions created by such severance.

§15.4 AUTHORITY TO ENTER INTO AGREEMENT

Contractor expressly warrants that the person signing this Contract on behalf of Contractor is fully authorized and legally competent to execute this Agreement on Contractor's behalf.

Owner expressly warrants that the person signing this Contract on behalf of Owner is fully authorized and legally competent to execute this Agreement on Owner's behalf.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

CONTRACTOR *(Signature)*

Evette Morris
Mayor & Chairmen of the Board of Trustees

Katrina Gregory, Manager

(Printed name, title and address)

(Printed name, title and address)

310 S. Broadway

2912 S Access Rd

Coweta, OK 74429

Longview, TX 75602
