

## AGENDA REQUEST FORM

**Agenda Item:** Accept, Award and/or Reject County Bid #HLA-2188

**Name of Person Submitting Request:** Keri Lyles

**Address:** Purchasing Department

**Phone:** (405) 366-0224

**Date Requested:** 4/27/2026

**Description of Agenda Item Including purpose for consideration by Board of Home Loan Authority (include type of Motion requested).**

Contract for #HLA-2188 Removing and disposing of old TPO roof, and replacing with new TPO roof located at 122 E. Eufaula (the Annex Building), and the Cell Holding Transfer Building across the street.

Home Loan Authority - consent item

CLEVELAND COUNTY, OKLAHOMA  
BOARD OF COUNTY COMMISSIONERS

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SERVICE AGREEMENT FOR CONSTRUCTION

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CONTRACT made as of the 27<sup>th</sup> day of April, 2026

BETWEEN the **COUNTY:** The Home Loan Authority of  
County of Cleveland  
201 South Jones  
Norman, Oklahoma 73069

Contact Person: Brian Wint, Project Manager  
Address: Cleveland County Courthouse  
201 S. Jones, Suite 260  
Norman, Oklahoma 73069  
Telephone Number: 405-366-0670

and the **VENDOR:** Black Oak Roofing  
Address: 4260 N Boulevard St.  
Edmond, OK 73025

Contact Person: Andy Lacks  
Telephone Number: 405-693-4628  
Email: [andy@blackoakroofing.us](mailto:andy@blackoakroofing.us)

for the following construction (roofing services):

TPO roof at 122 E. Eufaula (the Annex Building and the Cell Holding Transfer Building) more detail will be in Article I

This contract has been examined and approved as to legality by the District Attorney, Cleveland County.

Kristine L Bell

04-21-26

Assistant District Attorney

Date

**THE COUNTY AND THE CONTRACTOR AGREE AS SET FORTH BELOW.**

ARTICLE 1  
SERVICES

1. The Contractor's submitted bid is part of this contractual agreement. This includes warranties, exclusions, additions and accepted alternates.
2. Removing and disposing of old TPO roof, caps, penetrations and underlayment /isoboard, curbing and replacing with new. The location is 122 E. Eufaula and the Cell Holding Transfer Building. Plans for the project are attached as Attachment A and incorporated by reference.
3. Other Performance Requirements
  - a. Contractor agrees to possess and demonstrate compliance with all licenses, certifications, and permits that are required to lawfully perform the duties under this contract. Loss of required permit or license by the Contractor shall automatically terminate this contract.
  - b. The Contractor shall not reassign this contract, or any part thereof, or engage in any subcontract to provide the services herein without prior written approval of the County. If approved, the Contractor shall be liable for any act of the subcontractor, including any act that constitutes a breach of this contract. An approved subcontractor shall be subject to the terms of this contract or grantor agency.
  - c. In the performance of all services rendered under this contract, the Contractor shall act solely as an independent contractor and nothing herein shall at any time be construed so as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the parties.
  - d. Contractor assures that neither the Contractor nor anyone subject to the contractor's direction or control has paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the County any money or other thing of value, either directly or indirectly, in procuring this contract herein.

ARTICLE 2  
INSURANCE/LIABILITY

1. The Contractor agrees to maintain Workers' Compensation insurance to cover the acts of Contractor and its employees or agents regarding any services rendered pursuant to this contract.
2. If the project is for more than one hundred thousand dollars (\$100,000), the Contractor must maintain general liability insurance for the duration of the project.
3. If the project is for more than one hundred thousand dollars (\$100,000), Contractor shall present a performance bond or irrevocable letter of credit made payable to the County in the amount of the contract.
4. Such liability and Workers' Compensation insurance shall be sufficient in coverage and policy limitations to cover all claims arising under the Oklahoma Governmental Tort Claims Act.
5. All work including equipment, materials and workmanship must carry a minimum of one (1) year warranty. If the bid required more than one (1) year of work, the Contractor must provide the warranty specified in the bid.
6. The Contractor agrees to indemnify and hold harmless the County for any negligent acts of

Contractor in the performance of this Contract.

ARTICLE 3

TERM OF CONTRACT AND RENEWAL

1. Construction to begin 4/27/2026. Substantial completion shall be 5/20/2026. Substantial completion may be adjusted if agreed to by both parties as set forth in Article 6 below. Any non-conforming work remaining must be completed within thirty (30) calendar days of substantial completion and is required before final payment or retainage release is made. Contractor shall not commence work, commit funds, incur costs, or in any way act to obligate the County until the contract is effective.
2. This contract may be terminated by the contractor with seven (7) calendar days written notice to the County if work has been stopped for thirty (30) consecutive days through no fault of the contractor.
3. The County may terminate the contract with seven (7) calendar days written notice to the Contractor. If the contractor has made financial purchases for materials or permits, the County shall reimburse the Contractor for those expenses, provided they were made prior to the date of the notice to stop or suspend work.

ARTICLE 4

CONTRACT AMOUNT

1. In accordance with the terms of this contract, the County will pay the Contractor an amount not to exceed \$70,000.00 unless amended in writing and approved by Contractor and the County, payable to the Contractor as set forth below.
2. The final sum will be subject to any approved change orders approved by the Board of Home Loan Authority.

ARTICLE 5

CHANGE ORDERS

1. A change in work must be agreed to by the County. If the amount of the contract is to change, the change shall be approved by the Board of County Commissioners.
2. All change orders must be submitted to the County and titled, "CHANGE ORDER REQUEST" and numbered sequentially. No change orders that have a financial impact will be paid unless approved first by the appropriate board.
3. Approved change orders will become part of this agreement and subject to the terms of this agreement.

ARTICLE 6

NOTICES

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. Notices shall be sent to

at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

**If sent to the County:**

Cleveland County Board of Home Loan Authority  
201 S. Jones  
Norman, OK 73069

**If sent to the Contractor:**

ARTICLE 7  
PURCHASE ORDER AND PAYMENTS

1. This contract is null and void unless the amount of the contract has been encumbered by the Cleveland County Clerk. Upon approval of this contract a Purchase Order Number will be issued by Cleveland County as set out below.
2. If the construction work is to be completed in sixty (60) days or less, there will only be a final payment. Payments for portions of non-conforming work will be withheld until corrected to meet the construction requirements.
3. Construction lasting longer than sixty (60) days may receive partial payments based on a percentage of completed work. An invoice must be submitted to the county with supporting documentation for payment.
4. The County may retain five percent (5%) of the contract amount to be released at the completion of the project.
5. If the contractor intends to receive partial payments, it is the responsibility of the contractor to submit to the County a Schedule of Values with this contract.
6. County shall only pay upon receipt of an invoice for services, which shall be submitted to the County not more than sixty (60) days from the day services were last rendered during the invoice month. Invoices shall be submitted to Cleveland County, c/o Brian Wint. The County agrees to make payment to Contractor within forty-five (45) days of receipt of a proper invoice.

ARTICLE 8  
DISPUTES

In the event that a dispute cannot be resolved by the parties and litigation is needed, the parties agree jurisdiction and venue shall be in the District Court of Cleveland County, State of Oklahoma.

ARTICLE 9  
LEGAL AUTHORITY

It is expressly understood that the County is a subdivision of the State of Oklahoma and

consequently may only contract pursuant to the procedures and with limitations provided by Oklahoma Law, including the County Purchasing Act, 19 O.S. §1500 et. seq., 19 O.S. §1, 19 O.S. §339 and Title 61 of the Oklahoma Statutes. This contract is awarded under solicitation #HLA-2188 - Black Oak Roofing was the named vendor in the award pursuant to solicitation #HLA-2188 solicitation.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BOARD OF COUNTY COMMISSIONERS  
CLEVELAND COUNTY, OKLAHOMA

Chairman \_\_\_\_\_

Commissioner \_\_\_\_\_

Commissioner \_\_\_\_\_

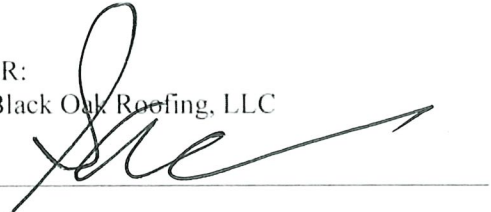
ATTEST:

\_\_\_\_\_  
Goldie West, Director of Operations

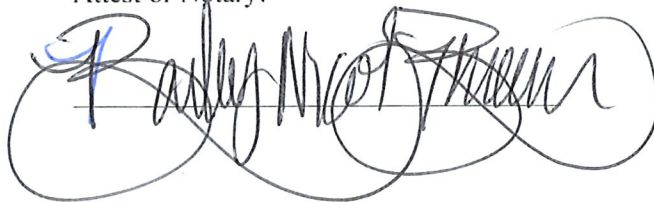
VENDOR:

Black Oak Roofing, LLC

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



Attest or Notary:

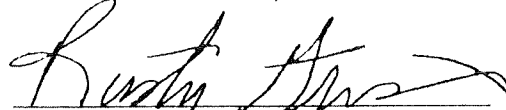


BAILEY NICOL BREEN  
Notary Public, State of Oklahoma  
Commission # 26000070  
My Commission Expires 01-05-2030

AWARDED AND/OR REJECTED ON THIS 23rd DAY OF MARCH, 2026.

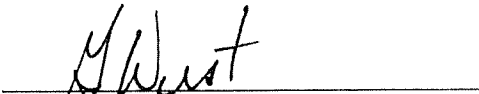


Rod Cleveland, Chairman

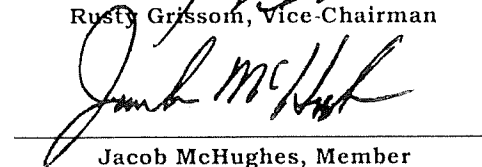


Rusty Grissom, Vice-Chairman

ATTESTED:



Goldie West, Director of Operations



Jacob McHughes, Member

**County Bid #HLA-2188**  
**Rescind Awarded Company**  
Monark Construction, LLC  
**Re-Award to:**  
Black Oak Roofing, LLC