

C O N T R A C T

THIS CONTRACT made and entered into this ____ day of _____, 20____, by and between Mohr Construction, LLC as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the City, Party of the Second Part.

W I T N E S S E T H

WHEREAS, the City has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all said bidding documents, and has caused Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following project:

WESTWOOD GOLF RESTROOM RENOVATION

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said contract; and

WHEREAS, the Contractor in response to said Solicitation for Bids, has submitted to the City of Norman on the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and

WHEREAS, the City, in the manner provided by law, has opened, examined, and canvassed the proposals submitted and has determined and declared the above-named Contractor to be the lowest and best bidder on the above-prepared project, and has duly awarded this contract to said Contractor, for the sum named in the proposal, to wit: Forty Nine Thousand Eight Hundred Ninety Dollars (\$ 49,890.00);

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 work in strict accordance with this Contract and the following Contract Documents:

Construction Plans, Documents, Revised Proposal and Bonds thereto, all of which documents are on file in the office of the City Clerk of the City of Norman, and are made a part of this Contract as fully as if the same were set out at length, with the following additions and or exceptions: (If none, so state.)

2. The City shall make payments to the Contractor in the following manner: On or about the first day of each month, the project engineer, or other appropriate person, will make accurate estimates of the value, based on contract prices, or 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 project engineer, or the appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit as required by Senate Bills 469 of the 1974 Legislature.

On completion of the work, but prior to the acceptance thereof by the City, it shall be the duty of the project engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said Contract Documents; and upon making such determinations said official shall make his final certificate to the City.

The Contractor shall furnish proof that all claims and obligations incurred by him 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 estimates to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid.

3. It is further agreed that the Contractor will commence said work within 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same in 60 calendar days.

The Construction Plans, Documents and Bonds, each of said instruments on file in the office of the City Clerk of the City of Norman, are hereby referred to and by reference thereto are made part of this contract as if fully written in detail herein or attached thereto.

To that end, no provision of this contract or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the City to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of the Contractor, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligation of the Contractor; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the City or in any way to restrict the freedom of the City to exercise full discretion in its dealing with the Contractor.

4. The sworn, statement below must be signed and notarized before this Contract will become effective.

Contract # K-1415-97

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the _____ day of _____, 20____.

Mohr Construction LLC
Company Name
BY Stephan L. Mohr
Managing Member

Stephan L. Mohr lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by Contractor to submit the above Contract to the City. Affiant further states that Contractor has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in the procuring of the contract.

Stephan L. Mohr
Managing Member

Subscribed and sworn to before me this 13 day of January, 20 15
Julie S. Mohr
Notary Public

My Commission Expires: 12/16/2017
Commission Number: 01019989

CITY OF NORMAN

Approved as to form and legality this 14th day of January, 20 15.

Y. Bonferroni
City Attorney

Approved by the City Council this _____ day of _____, 20____.

ATTEST:

Mayor

City Clerk

**MOHR
CONSTRUCTION
LLC**

3221 Bart Conner Dr. Ste D
Norman, OK 73072
405-364-3605
405-364-3508 Fax
stevelmohr@sbcglobal.net
www.mohrconstructionllc.com

REVISED PROPOSAL

WESTWOOD GOLF RESTROOM RENOVATION

Agreed to changes in plans and specs:


Delete one lavatory in women's restroom
Plastic laminate top and one self-rimming sink in women's restroom in lieu of solid surface
Use plastic laminate toilet partitions in lieu of solid phenolic
Reuse entry doors in men's restroom and locker room
Do not remove wall in women's lounge off hallway and remove entry door from frame only
City to provide building permit, asbestos removal, roll off dumpster, and dump fees for project
Remove all HVAC in scope, clean and paint existing grills
Adjust ceramic tile spec to reflect lower priced tile
Delete wall insulation in vanity wall men's restroom

Revised Contract amount is \$49,890.00

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first set forth.



CITY of NORMAN Date



MOHR CONSTRUCTION LLC Date

BID AFFIDAVITS

The following affidavits are to accompany the bid:

A. **Non-Collusion Affidavit**

STATE OF OKLAHOMA

COUNTY OF CLEVELAND

Stephan L. Mohr of lawful age, being first duly sworn on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any government official or employee as to quantity, quality, or price in the prospective contract, of any other terms of said prospective contract; or in any discussions between bidders and any government official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Norman (or other entity) any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

SIGNED: Stephan L. Mohr

Subscribed and sworn to before me this 15 day of January 2015.

Julie S. Mohr
Notary Public

My Commission Expires:

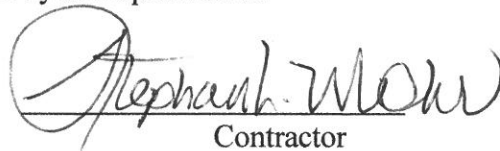
12/16/2017

CERTIFICATE OF NONDISCRIMINATION

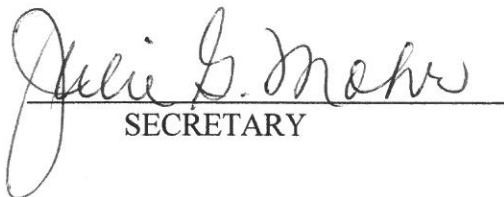
In connection with the performance of work under this contract, the contractor agrees as follows:

- A. The contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or ancestry. The Contractor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, or ancestry. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and Subcontractor 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 Norman setting forth provisions in this section.
- B. In the event of the Contractor's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City Council. The Contractor may be declared by the City Council ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.
- C. The Contractor agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

I have read the above stated clause and agree to abide by its requirements.


Contractor

ATTEST:


SECRETARY

FALSE INFORMATION AFFIDAVIT

STATE OF OKLAHOMA)
COUNTY OF CLEVELAND) SS:

Stephan L. Mohr, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm/Company of Mohr Construction LLC submit the above Contract to the City of Norman, Oklahoma.

This affidavit further states that neither the bidding company nor any other company, owned or previously owned by anyone who is in an ownership or managerial capacity with the bidding company has ever knowingly submitted false information to the City.

Stephan L. Mohr
Contractor

Subscribed and sworn to before me this 15 day of January, 2015.
Julie S. Mohr
Notary Public

My Commission Expires: 12/16/2017
Commission Number: 01019989