

CONTRACT

THIS CONTRACT made and entered into this 15th day of July, 2014, by and between PlayPower CT Farmington, INC., 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.

WITNESSETH

WHEREAS, the CITY has caused to be prepared in accordance with law, specifications, and other proposaling documents for the work hereinafter described and has approved and adopted all of said proposaling documents, and has caused Notice to Bidders 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:

ANDREWS TOT LOT IMPROVEMENTS

as outlined and set out in the proposal documents and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the CONTRACTOR in response to said Notice to Bidders, has submitted to the CITY 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 publicly 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:

Sixty Six Thousand eight Hundred sixty & ⁰⁰/₁₀₀ DOLLARS
(\$ 66,860);

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, workman-like 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: Specifications, Provisions 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 manager, 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 (if any) thereof during the preceding calendar month. The Contractor shall furnish to the project manager, 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 in accordance with the Constitution of the State of Oklahoma, Title 74, Section 3109-3110, and Title 62, Section 310.09.

On completion of the work, but prior to the acceptance thereof by the CITY, it shall be the duty of the project Director, 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 estimate to the CONTRACTOR; thereupon, the final estimate (including retainage) 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 45 calendar days.

No provision of this contract or of any other 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.

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively this 15th day of July, 2014.

CORPORATE SEAL

Play Power LT Farmington, INC
Company Name

ATTEST: Karen Stapp
Corporate Secretary

BY Valeria Callaway
Principal

STATE OF Missouri)

COUNTY OF Lawrence)

Valeria Callaway, of 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.

Valeria Callaway
Principal

Subscribed and sworn to before me this 15th day of July, 2014.

Kim Adams
Notary Public

My Commission Expires:
April 13, 2018



KIM ADAMS
My Commission Expires
April 13, 2018
Lawrence County
Commission #14435117

CITY OF NORMAN

Approved as to form and legality this _____ day of _____, 20_____.

City Attorney

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

ATTEST:

City Clerk

Mayor

PROPOSAL AFFIDAVITS

The following affidavits are to accompany the proposal:

A. Non-Collusion Affidavits

STATE OF Missouri
COUNTY OF Lawrence

Valeria Callaway, of lawful age, being first duly sworn on oath says that (s) he is the Agent authorized by the Bidder to submit the attached Proposal. 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; or in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a Contract.

Valeria Callaway

Subscribed and sworn to before me this 16th day of July, 2014

Kim Adams
Notary Public

My Commission Expires:

April 13, 2018



KIM ADAMS
My Commission Expires
April 13, 2018
Lawrence County
Commission #14435117

(SEAL)

CONTRACT AFFIDAVIT

STATE OF Missouri)
COUNTY OF Lawrence)

VACERIA CALAWAY, of lawful age, being first duly sworn, oath says that (s) he is the Agent authorized by the Firm of Play Power LT Farmington, Inc. to submit the above Contract to the City of Norman, Oklahoma.

Affidavit further states that such firm has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

Contractor: Play Power LT Farmington, Inc.

Subscribed and sworn to before me this 15th day of July, 2014.

Kim Adams
Notary Public

My Commission Expires: April 13, 2018.



KIM ADAMS
My Commission Expires
April 13, 2018
Lawrence County
Commission #14435117

B. Business Relationship Affidavit

STATE OF Missouri)
COUNTY OF Lawrence)

Valeria Callaway, of lawful age, being first duly sworn, on oath says that (s) he is the Agent authorized by the Bidder to submit the attached proposal. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, Director, or other party to the project is as follows*:

NONE

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architect or Owner or other party to the project is as follows*:

NONE

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows*:

NONE

***(If none of the business relationships hereinabove mentioned exist, Affiant should so state.)**

Subscribed and sworn to before me this 16th day of July, 2014.

Kim Adams
Notary Public

My Commission Expires: April 13, 2018

Commission Number: 14435117



KIM ADAMS
My Commission Expires
April 13, 2018
Lawrence County
Commission #14435117

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