

## CONTRACT

**THIS CONTRACT** is made and entered into this 16TH day of JULY, 2024, by and between **OKLAHOMA CITY WATER UTILITIES TRUST**, referred to in the Bidding Documents and herein as "Awarding Public Agency", and **Brewer Construction Oklahoma, LLC**, hereinafter termed "Contractor".

### 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 for the sum of: **One Hundred Seventy-Two Thousand Nine Hundred Forty-Seven Dollars (\$172,947.00)**

**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 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.

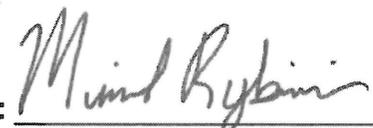
3. On completion of the Project, but prior to the acceptance thereof by the Awarding Public Agency, it shall be the duty of the City Engineer or designee to determine that said work has been completely and fully performed in accordance with said Contract Documents, and upon making such determination, 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 Joint Contract to be executed the day and year first above written.

**ATTEST:**

**CONTRACTOR**

  
\_\_\_\_\_  
SECRETARY (Witness)  
Kevin Brewer Manager

By:   
\_\_\_\_\_  
Michael Rybicki  
As: Estimator

**REVIEWED** for form and legality.

  
\_\_\_\_\_  
ASSISTANT MUNICIPAL COUNSELOR

APPROVED by the Oklahoma City Water Utilities Trust this 16TH day of JULY, 2024.

ATTEST:

OKLAHOMA CITY WATER UTILITIES TRUST

*Amy K Simpson*  
SECRETARY



*[Signature]*  
CHAIRMAN

CONCURRED by the Council for The City of Oklahoma City this 30TH day of JULY, 2024.

ATTEST:

CITY OF OKLAHOMA CITY

*Amy K Simpson*  
CITY CLERK



*David Holt*  
MAYOR

**STATUTORY BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That we Brewer Construction Oklahoma, LLC, as Contractor, and Great American Insurance Company, as Surety, are severally and jointly held and firmly bound unto the State of Oklahoma and the subcontractors, suppliers, and materialmen of the Contractor in the sum of One Hundred Seventy-Two Thousand Nine Hundred Forty-Seven (\$172,947.00), such sum being equal to 100% of the Contract price, for the payment of sum amount, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly to the terms of this Bond by these presents.

**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, which Contract is hereby made a part and parcel of this Bond as if literally written herein.

**NOW, THEREFORE**, if said Contractor shall fail or neglect to pay all indebtedness incurred by said Contractor to its subcontractors, suppliers and materialmen who perform work or provided labor, materials, machinery, supplies and equipment in the performance of the Contract, within thirty (30) calendar days after the same becomes due and payable, the person, entity or corporation entitled thereto may sue and recover on this Bond, the amount so due and unpaid up to the amount of this Bond. Upon payment of all indebtedness due said subcontractors, suppliers and materialmen on this Project, this Bond shall become fully satisfied.

**IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD** by the parties hereto that no changes or alterations in said Contract and no deviations from the Bidding Documents and the Contract shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

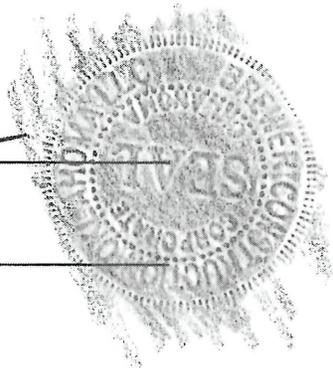
IN WITNESS WHEREOF, the said Contractor has caused these presents to be executed in its name by its duly authorized officer, agent or representative; and the said Surety has caused these presents to be executed by its attorney-in-fact duly authorized so to do.

ATTEST:

[Signature]  
(Secretary/Witness)  
Kevin Brewer

CONTRACTOR

By: Michael Rybicki  
Michael Rybicki  
As: Estimator



ATTEST:

[Signature]  
(Secretary/Witness)  
Donna L. Baker

SURETY

By: Jasmine Stephens  
Attorney in Fact Jasmine Stephens

REVIEWED for form and legality.

[Signature]  
ASSISTANT MUNICIPAL COUNSELOR



APPROVED by the Oklahoma City Water Utilities Trust this 16TH day of JULY, 2024.

ATTEST:

[Signature]  
SECRETARY



OKLAHOMA CITY WATER UTILITIES TRUST  
[Signature]  
CHAIRMAN

CONCURRED by the Council for The City of Oklahoma City this 30TH day of JULY, 2024.

ATTEST:

[Signature]  
CITY CLERK



CITY OF OKLAHOMA CITY  
[Signature]  
MAYOR

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That we Brewer Construction Oklahoma, LLC, as Contractor, and Great American Insurance Company, as Surety, are severally and jointly held and firmly bound unto OKLAHOMA CITY WATER UTILITIES TRUST, referred to in the Bidding Documents and herein as "Awarding Public Agency" in the sum of One Hundred Seventy-Two Thousand Nine Hundred Forty-Seven (\$172,947.00), such sum being equal to 100% of the Contract price, for the payment of sum amount, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly to the terms of this Bond by these presents.

**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, which Contract is hereby made a part and parcel of this Bond as if literally written herein.

**NOW, THEREFORE**, if the Contractor shall fully and faithfully execute the work and perform said contract according to its terms, conditions, and covenants, and in exact accordance with the Bidding Documents and the Contract Documents, and according to certain plans and specifications heretofore made, adopted, and placed on file in the Office of the City Clerk of The City of Oklahoma City, and shall promptly pay or cause to be paid, all labor, material, equipment and/or repairs and all labor performed on said work, whether by subcontract or otherwise, and shall protect and save harmless the Awarding Public Agency and The City of Oklahoma City and all interested property owners against all claims, demands, causes of action, losses or damage, and expense to life or property suffered or sustained by any person, firm, or corporation by reason of negligence of the Contractor or his or its agents, servants, or employees in the construction or provision of said work, or by or in consequence of any improper execution of the work or act of omission or use of inferior materials by said Contractor, or his or its agents, servants, or employees and shall protect the Awarding Public Agency and The City of Oklahoma City harmless from all suits and claims of infringement or alleged infringement of patent rights or processes, then this obligation shall be void;

otherwise, this obligation shall remain in full force and effect.

IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

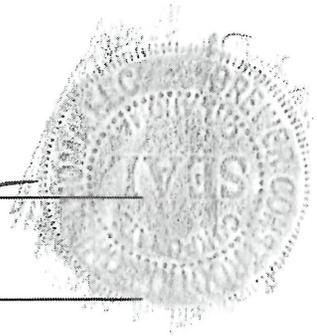
IN WITNESS WHEREOF, the said Contractor has caused these presents to be executed in its name by its duly authorized officer, agent or representative; and the said Surety has caused these presents by its attorney-in-fact duly authorized so to do.

ATTEST:

  
\_\_\_\_\_  
(Secretary/Witness)  
Kevin Brewer

CONTRACTOR

By:   
\_\_\_\_\_  
Michael Rybicki  
As: Estimator



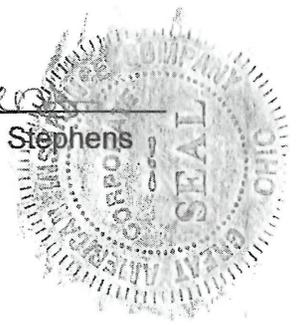
ATTEST:

  
\_\_\_\_\_  
(Secretary/Witness)

SURETY

By:   
\_\_\_\_\_  
Attorney in Fact Jasmine Stephens

REVIEWED for form and legality.



  
\_\_\_\_\_  
ASSISTANT MUNICIPAL COUNSELOR

APPROVED by the Oklahoma City Water Utilities Trust this ~~16TH~~ day of  
JULY, 2024.

ATTEST:

Amy K. Simpson  
SECRETARY



OKLAHOMA CITY WATER UTILITIES TRUST

Jim D. Cook  
CHAIRMAN

CONCURRED by the Council for The City of Oklahoma City this 30TH day of  
JULY, 2024.

ATTEST:

Amy K. Simpson  
CITY CLERK



CITY OF OKLAHOMA CITY

David Holt  
MAYOR

**MAINTENANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That we Brewer Construction Oklahoma, LLC, as Contractor, and Great American Insurance Company, as Surety, are severally and jointly held and firmly bound unto OKLAHOMA CITY WATER UTILITIES TRUST, referred to in the Bidding Documents and herein as "Awarding Public Agency" in the sum of One Hundred Seventy-Two Thousand Nine Hundred Forty-Seven (\$172,947.00), such sum being equal to 100% of the Contract price, for the payment of sum amount, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly to the terms of this Bond by these presents.

**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, which Contract is hereby made a part and parcel of this Bond as if literally written herein.

**NOW, THEREFORE**, if said Contractor shall pay or cause to be paid to the Awarding Public Agency all damage, loss, and expense which may result by reason of failed or defective materials and/or workmanship in connection with said work occurring within a period of two (2) year(s) from and after acceptance of said Project and work by the Awarding Public Agency, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further agreed that if the said Contractor or Surety herein shall fail to maintain said Project and work against any failure due to defective workmanship and/or material for a period of two (2) year(s) and at any time repairs shall be necessary that the cost of making said repairs shall be determined by the Awarding Public Agency or its designees to ascertain the same, and if, upon thirty (30) days of notice, the said amount ascertained shall not be paid by the Contractor or Surety herein, or if the necessary repairs are not made, the said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction. And that the amount so determined shall be conclusive upon

the parties as to the amount due on this Bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this Bond as the condition of the improvements may require.

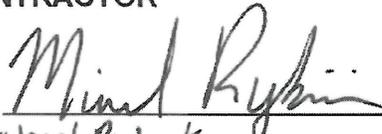
It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the Surety or the Contractor, or either of them, from the obligations of this Bond.

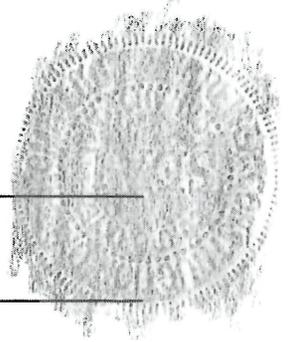
**IN WITNESS WHEREOF**, the said Contractor has caused these presents to be executed in its name by its duly authorized officer, agent or representative; and the said Surety has caused these presents by its attorney-in-fact duly authorized so to do.

**ATTEST:**

  
(Secretary/Witness)  
Kevin Brewer

**CONTRACTOR**

By:   
Michael Rybicki  
As: Estimator

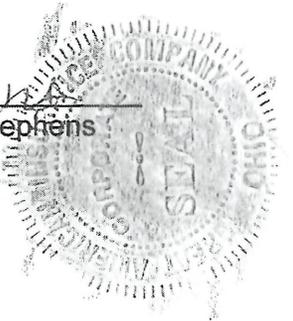


**ATTEST:**

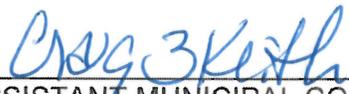
  
(Secretary/Witness)

**SURETY**

By:   
Attorney in Fact Jasmine Stephens



**REVIEWED** for form and legality.

  
ASSISTANT MUNICIPAL COUNSELOR

APPROVED by the Oklahoma City Water Utilities Trust this 16TH day of JULY, 2024.

ATTEST:

OKLAHOMA CITY WATER UTILITIES TRUST

*Amy K Simpson*  
SECRETARY



*Jim D Cook*  
CHAIRMAN

CONCURRED by the Council for The City of Oklahoma City this 30TH day of JULY, 2024.

ATTEST:

CITY OF OKLAHOMA CITY

*Amy K Simpson*  
CITY CLERK



*David Holt*  
MAYOR

NOTARY STATEMENT

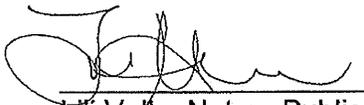
STATE OF OKLAHOMA)

SS.

COUNTY OF OKLAHOMA

I, Lili Valle, a Notary Public in and for said County and State,  
do hereby certify that on June 6, 2024 Daniel Medley  
personally known to me to be the same person and official who executed the  
above and foregoing instrument as Agent appeared before me in  
person and acknowledged that, as such official, he executed the above  
instrument as his free and voluntary act on behalf of CNA Insurance Group  
pursuant to authority conferred and for the uses and purposes therein  
set forth.

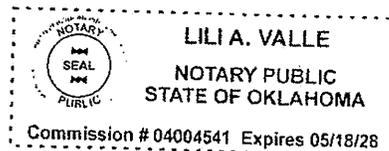
IN WITNESS THEREOF, I have hereunto set my hand and seal the day and  
year last above written.



Lili Valle, Notary Public

My Commission Expires: 05/18/2028

Commission # 04004541



ISSUE DATE: 06/06/2024

**THE CITY OF OKLAHOMA CITY Project Number: WM-0426  
CERTIFICATE OF INSURANCE**

<p><b>PRODUCER</b> HUB International Mid-America 13100 N Western Suite 115 Oklahoma City OK 73118</p> <p><b>ADDRESS</b></p>	<p>NOTE: THIS CERTIFICATE CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, NOR DOES IT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY POLICIES BELOW, EXCEPT AS SHOWN BELOW.</p> <p><b>COMPANIES AFFORDING COVERAGE</b></p> <p><b>COMPANY A</b> The Continental Insurance Company <b>LETTER</b></p> <p><b>COMPANY B</b> Continental Casualty Company <b>LETTER</b></p> <p><b>COMPANY C</b> Valley Forge Insurance Company <b>LETTER</b></p> <p><b>COMPANY D</b> <b>LETTER</b></p> <p><b>COMPANY E</b> <b>LETTER</b></p>
<p><b>INSURED</b> Brewer Construction Oklahoma LLC PO Box 82457 Oklahoma City OK 73148-0457</p> <p><b>ADDRESS</b></p>	

COVERAGES: THIS IS TO CERTIFY THAT THE INSURANCE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED, FOR THE POLICY PERIOD INDICATED HEREIN. THE POLICIES SHOWN IN THIS CERTIFICATE ARE DEEMED PRIMARY TO ANY INSURANCE CARRIED BY THE INSURED FOR THE SPECIFIC LOCATION, PROJECT OR EVENT.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS										
<b>GENERAL LIABILITY</b> <input type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input checked="" type="checkbox"/> <b>OCCURRENCE CLAIMS MADE AND TAIL COVERAGE</b>	6079811593	1/01/2024	1/01/2025	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">GENERAL AGGREGATE</td> <td style="width:30%;">2,000,000</td> </tr> <tr> <td>BODILY INJURY (Per Person)</td> <td></td> </tr> <tr> <td>PROPERTY DAMAGE (Per Accident)</td> <td></td> </tr> <tr> <td>EACH OCCURRENCE</td> <td>1,000,000</td> </tr> <tr> <td>MEDICAL EXPENSES (Any One (1) Person)</td> <td>15,000</td> </tr> </table>	GENERAL AGGREGATE	2,000,000	BODILY INJURY (Per Person)		PROPERTY DAMAGE (Per Accident)		EACH OCCURRENCE	1,000,000	MEDICAL EXPENSES (Any One (1) Person)	15,000
GENERAL AGGREGATE	2,000,000													
BODILY INJURY (Per Person)														
PROPERTY DAMAGE (Per Accident)														
EACH OCCURRENCE	1,000,000													
MEDICAL EXPENSES (Any One (1) Person)	15,000													
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> <b>ANY AUTO</b> <input type="checkbox"/> <b>ALL OWNED AUTOS</b> <input type="checkbox"/> <b>SCHEDULED AUTOS</b> <input type="checkbox"/> <b>HIRED AUTOS</b> <input type="checkbox"/> <b>NON-OWNED AUTOS</b>	6079811609	1/01/2024	1/01/2025	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">COMBINED SINGLE LIMIT</td> <td style="width:30%;">1,000,000</td> </tr> <tr> <td>BODILY INJURY (Per Person)</td> <td></td> </tr> <tr> <td>BODILY INJURY (Per Accident)</td> <td></td> </tr> <tr> <td>PROPERTY DAMAGE</td> <td></td> </tr> </table>	COMBINED SINGLE LIMIT	1,000,000	BODILY INJURY (Per Person)		BODILY INJURY (Per Accident)		PROPERTY DAMAGE			
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BODILY INJURY (Per Accident)														
PROPERTY DAMAGE														
<b>WORKER'S (C) COMPENSATION AND EMPLOYER LIABILITY</b> Standard Compliance for the State of Oklahoma	6078711612	1/01/2024	1/01/2025	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">EACH ACCIDENT</td> <td style="width:30%;">1,000,000</td> </tr> <tr> <td>DISEASE - POLICY LIMIT</td> <td>1,000,000</td> </tr> <tr> <td>DISEASE - EACH EMPLOYEE</td> <td>1,000,000</td> </tr> </table>	EACH ACCIDENT	1,000,000	DISEASE - POLICY LIMIT	1,000,000	DISEASE - EACH EMPLOYEE	1,000,000				
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DISEASE - POLICY LIMIT	1,000,000													
DISEASE - EACH EMPLOYEE	1,000,000													
<b>VALUABLE PAPERS INSURANCE</b> (If required by Contract)														
<b>EXCESS LIABILITY</b> (If required by Contract){A}	6079811626	1/01/2024	1/01/2025	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">EACH OCCURRENCE</td> <td style="width:30%;">6,000,000</td> </tr> <tr> <td>AGGREGATE</td> <td>6,000,000</td> </tr> </table>	EACH OCCURRENCE	6,000,000	AGGREGATE	6,000,000						
EACH OCCURRENCE	6,000,000													
AGGREGATE	6,000,000													
<b>OTHER(A)</b> (If required by Contract)	6079811593	1/01/2024	1/01/2025	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">Pollution Per Claim / Policy Aggregate</td> <td style="width:30%;">2,000,000</td> </tr> </table>	Pollution Per Claim / Policy Aggregate	2,000,000								
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**DESCRIPTION OF OPERATIONS/VEHICLES/SPECIAL ITEMS**

THE CITY OF OKLAHOMA CITY AND THE OKLAHOMA CITY WATER UTILITIES TRUST ARE ADDITIONAL INSURED, WITH RESPECT TO LIABILITY, ARISING OUT OF THE PROJECT OR EVENT.

<p><b>CERTIFICATE HOLDER(S)</b></p> <p>The City of Oklahoma City and The Oklahoma City Water Utilities Trust 420 W Main Suite 500 Oklahoma City OK 73102</p>	<p><b>CANCELLATION</b></p> <p>IT IS AGREED THAT NONE OF THESE POLICIES WILL BE CANCELLED OR CHANGED EXCEPT IN THE APPLICATION OF THE AGGREGATE LIABILITY LIMIT PROVISIONS, SO AS TO AFFECT THE INSURANCE DESCRIBED IN THIS CERTIFICATE UNTIL AFTER 30 DAYS PRIOR WRITTEN NOTICE OF SUCH CANCELLATION OR REDUCTION IN COVERAGES AND 10 DAYS WRITTEN NOTICE OF NON-RENEWAL FOR NONPAYMENT OF PREMIUM HAS BEEN DELIVERED TO THE CERTIFICATED HOLDER.</p> <p align="right">Daniel Medley (405.528.3565) </p>
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**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than Ten

No. 0 22209

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Ryan Adams	Rebecca Hill	All
Kim Brate	Diane Kern	\$100,000,000
Donna Baker	Becky Hill	
Jasmine Stephens	Mark Priess	
Tonya Gissendaner	Michelle Rakes	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 16th day of June 2023

Attest

GREAT AMERICAN INSURANCE COMPANY



*Atty L C. B.*

Assistant Secretary

*Mark V. Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 16th day of June 2023, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, STEPHEN C. BERHAH, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 17th day of May 2024



*Atty L C. B.*

Assistant Secretary

### Certificate of Non-Discrimination

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, a copy of this Certificate of Nondiscrimination.

B. In the event of the Contractor's noncompliance with this Nondiscrimination Certificate, the Contract may be canceled, terminated or suspended by the Awarding Public Agency. The Contractor may be declared by the Awarding Public Agency ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Contractor and/or Subcontractors.

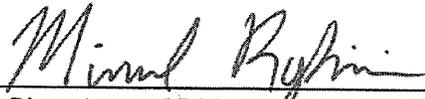
C. The Contractor agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Contract.

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.**

**Brewer Construction Oklahoma, LLC**

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



Signature of Bidder or Authorized Agent.

Michael Rybicki, Estimator

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.



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

# LETTER OF AUTHORIZATION

THIS LETTER OF AUTHORIZATION MUST BE COMPLETED IF THE ATTACHED LEGALLY BINDING DOCUMENT WAS NOT SIGNED BY THE STATUTORILY AUTHORIZED OFFICER ON BEHALF OF THE CONTRACTING ENTITY.

City of Oklahoma City or related Public Trust:

This letter authorizes Michael Rybicki to  
(PRINTED NAME OF AUTHORIZED AGENT)

sign the attached legally binding document on behalf of Brewer Construction  
(CONTRACTING ENTITY)

Oklahoma LLC

Sincerely,

  
Signature of Authorizing Officer

Manager  
Printed Title

6-11-24  
Date

Kevin Brewer  
Printed Name of Authorizing Officer

KEVIN@BREWEROK.COM  
Email Address of Authorizing Officer

**NOTE: If the Contracting Entity is a(n):**  
**Corporation** The authorizing officer must be: **President, Vice-President, Chairperson, or Vice-Chairperson**  
**LLC** The authorizing officer must be: **Manager, Managing Member, President, or Vice-President**  
**Partnership** The authorizing officer must be: **General Partner**  
**Joint Venture** The authorizing officer must be: **An Authorized Officer of Each of the Ventures**