

**CONTRACT**  
**Project MC-0757, Oklahoma River Dredging**  
**Base Bid plus Alternates 1 and 2**

**THIS CONTRACT** by and between Oklahoma City Public Property Authority, referred to in the Bidding Documents and herein as "Awarding Public Agency", and C-P Integrated Services, Inc., hereinafter termed "Contractor" is made and entered into on the date approved by the Awarding Public Agency.

**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: Three Million Four Hundred Eighty Six Thousand Five Hundred Dollars (\$3,486,500)

**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 to 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 Contract to be executed the day and year first above written.

ATTEST:

Dussurida Fisher  
(Secretary-Witness)

Contractor:

By: Janet P. [Signature]



As: Executive V.P.

REVIEWED for form and legality.

\_\_\_\_\_  
Assistant Municipal Counselor

APPROVED by Oklahoma City Public Property Authority this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

ATTEST:

Oklahoma City Public Property Authority

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman

**PERFORMANCE BOND**  
**Project MC-0757, Oklahoma River Dredging**  
**Base Bid plus Alternates 1 and 2**

**KNOW ALL MEN BY THESE PRESENTS:**

That we C-P Integrated Services, Inc., as Contractor, and West Bend Insurance Company, as Surety, are severally and jointly held and firmly bound unto Oklahoma City Public Property Authority, referred to in the Bidding Documents and herein as "Awarding Public Agency" in the sum of Three Million Four Hundred Eighty Six Thousand Five Hundred Dollars (\$ 3,486,500), 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.

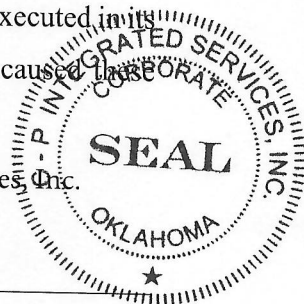
**IN WITNESS WHEREOF**, the said Contractor has caused these presents to be executed in its name by its duly authorized officer, agent or representative; and the said Surety has caused these presents by its attorney-in-fact duly authorized so to do.

**ATTEST:**

  
(Secretary-Witness)


**Contractor:** C-P Integrated Services, Inc.

By: 



As: Executive V.P.

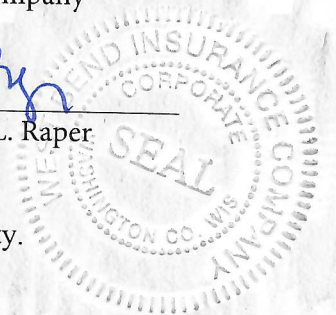
**ATTEST:**

  
(Secretary-Witness) Carey Kennemer

**Surety:** West Bend Insurance Company

By: 

As: Attorney-in-Fact Deborah L. Raper



**REVIEWED** for form and legality.

\_\_\_\_\_  
Assistant Municipal Counselor

**APPROVED** by Oklahoma City Public Property Authority this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**ATTEST:**

**Oklahoma City Public Property Authority**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman

**STATUTORY BOND**  
**Project MC-0757, Oklahoma River Dredging**  
**Base Bid plus Alternates 1 and 2**

**KNOW ALL MEN BY THESE PRESENTS:**

That we C-P Integrated Services, Inc., as Contractor, and West Bend 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 Three Million Four Hundred Eighty Six Thousand Five Hundred Dollars (\$ 3,486,500), 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 payments 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:

Deborah Fisher  
(Secretary-Witness)

Contractor: C-P Integrated Services, Inc.

By: James [Signature]



As: Executive V.P.

ATTEST:

Carey Kennemer  
(Secretary-Witness) Carey Kennemer

Surety: West Bend Insurance Company

By: Deborah [Signature]  
As: Attorney-in-Fact Deborah L. Raper



REVIEWED for form and legality.

\_\_\_\_\_  
Assistant Municipal Counselor

APPROVED by Oklahoma City Public Property Authority this \_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_.

ATTEST:

Oklahoma City Public Property Authority

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman

**MAINTENANCE BOND**  
**Project MC-0757, Oklahoma River Dredging**  
**Base Bid plus Alternates 1 and 2**

**KNOW ALL MEN BY THESE PRESENTS:**

That we C-P Integrated Services, Inc., as Contractor, and West Bend Insurance Company, as Surety, are severally and jointly held and firmly bound unto Oklahoma City Public Property Authority, referred to in the Bidding Documents and herein as "Awarding Public Agency" in the sum of Three Million Four Hundred Eighty Six Thousand Five Hundred Dollars (\$ 3,486,500), 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:**

David F. Fisher  
(Secretary-Witness)

**ATTEST:**

Carey Kennemer  
(Secretary-Witness) Carey Kennemer

**Contractor:** C-P Integrated Services, Inc.

By: [Signature]

As: Executive V.P.

**Surety:** West Bend Insurance Company

By: [Signature]  
As: Attorney-in-Fact Deborah L. Raper

**REVIEWED** for form and legality.

\_\_\_\_\_  
Assistant Municipal Counselor

**APPROVED** by Oklahoma City Public Property Authority this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**ATTEST:**

**Oklahoma City Public Property Authority**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman

OKLAHOMA CITY PUBLIC PROPERTY AUTHORITY

CERTIFICATE OF NONDISCRIMINATION


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, notices to be provided by the City Clerk of the City of Oklahoma City setting forth the provisions of this Section.
- B. In the event of the Contractor's noncompliance with this Nondiscrimination Certificate, the Contract may be canceled, terminated or suspended by the Contracting Public Entity. The Contractor may be declared by the Contracting Public Entity 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.***

C-P Integrated Services Inc  
Name of Individual, Partnership, Limited Liability  
Company, or Corporation hereinafter called Bidder

  
Signature of Bidder or Authorized Agent

Lance Rollins, Executive V.P.  
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.



Bond No. 2298283

## POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Travis E. Brown, Joshua Bryan, Faith Burleson, Jamie M. Burris, J. Kelly Deer, Vaughn P. Graham, Vaughn Graham, Jr, Austin K. Greenhaw, Carey Kennemer, Becky Killman, Kristin Lewis, Tom Perrault, Dwight A. Pilgrim, Stephen M. Poleman, Deborah L. Raper, Shelli R. Samsel, Ryan Matthew Sanders, Vicki Wilson

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1<sup>st</sup> day of January 2024.

*Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1<sup>st</sup> day of January 2024.

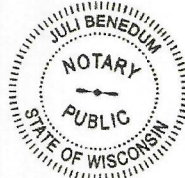
Attest Christopher C. Zwygart  
Christopher C. Zwygart  
Secretary



Robert J. Jacques  
Robert J. Jacques  
President

State of Wisconsin  
County of Washington

On the 1<sup>st</sup> day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli Benedum  
Lead Corporate Attorney  
Notary Public, Washington Co., WI  
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



Christopher C. Zwygart  
Christopher C. Zwygart  
Secretary





C-PINTE-01

RBOST

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/7/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Rich & Cartmill, Inc.  
9401 Cedar Lake Avenue  
Oklahoma City, OK 73114

CONTACT **Ruth Bost**

NAME:

PHONE  
(A/C, No, Ext): **(405) 418-8629**FAX  
(A/C, No):E-MAIL  
ADDRESS: **rbost@rcins.com**

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : **First Liberty Ins Corp****33588**INSURER B : **COMPSOURCE MUTUAL INS CO****36188**INSURER C : **Ironshore Specialty Ins Co****25445**

INSURER D :

INSURER E :

INSURER F :

INSURED  
  
**C-P Integrated Services, Inc**  
**3007 NW 63rd St, Ste 205**  
**Oklahoma City, OK 73116-3641**

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		<b>TB6Z91472628024</b>	<b>1/31/2024</b>	<b>1/31/2025</b>	EACH OCCURRENCE \$ <b>2,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>4,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>4,000,000</b> \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			<b>AS6Z91472628014</b>	<b>1/31/2024</b>	<b>1/31/2025</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>2,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		<b>03403880241</b>	<b>1/31/2024</b>	<b>1/31/2025</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>2,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>2,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>2,000,000</b>
C	<b>Pollution Liability</b>			<b>ICELLUW00156876</b>	<b>1/31/2024</b>	<b>1/31/2025</b>	<b>Aggregate</b> <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
re;Project MC-0757 Oklahoma River Dredging

30 Days Notice of Cancellation is included and 10 Day Notice of Cancellation is included for Non-Payment of Premium on General Liability, Auto Liability and Workers Compensation as Required by Written Contract

The City of Oklahoma City is Included as Additional Insured as Respects to General Liability as Required by Written Contract.

Certificate holder is Loss Payee re: Valuable papers coverage included in policy limits.

## CERTIFICATE HOLDER

The City of Oklahoma City and its beneficiary trusts  
420 W. Main St, Ste 400  
Oklahoma City, OK 73102

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

### **Schedule**

**Name Of Additional Insured Person(s)  
Or Organization(s):**

Any person or organization for whom you have agreed in a written contract or agreement, prior to an 'occurrence' or offense, that such person or organization be added as an additional insured to your policy.

**Location(s) Of Covered Operations**

All locations as required by a written contract or agreement entered into prior to an 'occurrence' or offense.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

### **Schedule**

**Name Of Additional Insured Person(s)  
Or Organization(s):**

Any person or organization for whom you have agreed in a written contract or agreement, prior to an "occurrence", that such person or organization be added as an additional insured to your policy.

**Location And Description Of Completed Operations**

All locations as required by a written contract or agreement entered into prior to an "occurrence."

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

NOTARY STATEMENT

STATE OF Oklahoma )  
COUNTY OF Oklahoma ) §

I, Shelli R. Samsel, a Notary Public in and for said  
County and State, do hereby certify that on this 7th day of  
November, 2024, Phillip Bryan  
personally known to me to be the same person and official who executed the  
above foregoing instrument as Authorized Representative appeared before me  
in person and acknowledged that, as such official, he/she executed the above  
instrument as his/her free and voluntary act on behalf of Rich & Cartmill, Inc.  
pursuant to authority conferred and for the uses and  
purposes therein set forth.

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



Notary Public

01014847

Notary Commission Number

My Commission Expires:

10/4/2025

(Seal)

