

**CONTRACT**

**THIS CONTRACT AND AGREEMENT**, made and entered into this 26TH day of MARCH, 2024, by and between the OKLAHOMA CITY WATER UTILITIES TRUST, party of the first part, hereinafter termed "Trust" and **Ellsworth Construction OKC, LLC**, party of the second part, hereinafter termed "Contractor".

**WITNESSETH:**

**WHEREAS**, the OKLAHOMA CITY WATER UTILITIES TRUST has caused to be prepared in accordance with law certain specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of 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: **Project No. WM-0343, Lake Road Pavement Rehabilitation North (Alternate Bid), Lake Atoka**, as outlined and set out in the bidding documents and in accordance with the terms and provisions of said contract: and,

**WHEREAS**, Contractor, in response to said Solicitation for Bids, published in The Journal Record, **February 14th and 21st, 2024**, Submitted to Trust in the manner and at the time specified, a sealed proposal in accordance with the terms of this contract; and,

**WHEREAS**, the Trust 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 responsible bidder on the above described project, and has duly awarded this contract to said Contractor for the sum named in the proposal, to wit: **Three Million Seven Hundred Four Thousand One Hundred Three and 23/100 Dollars (\$3,704,103.23)**.

**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 plans adopted and approved by the OKLAHOMA CITY WATER UTILITIES TRUST, 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 additions and/or exceptions: (if none, so state) None.

2. The Trust shall make payments to the Contractor in the following manner: On or about the first day of each month, the City Engineer, or other appropriate person, will make accurate estimates of the value, based on contract prices 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 other 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 74 O.S. § 85.22.

3. On completion of the work, but prior to the acceptance thereof by the Trust, it shall be the duty of the City 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 determination, said official shall make his final certificate to the Trust. 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 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 in to or arising out of this contract.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed in the day and year first above written.

*Executed* this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by the *Contractor*.

**Ellsworth Construction OKC**

If Partnership, give name and address of each.

**ATTEST:**

*Rachel Cox*

(Witness-Secretary)

*Jim Lunday*

President/~~Partner/Manager/Owner/Agent~~

**REVIEWED** and **APPROVED** by the Oklahoma City Water Utilities Trust this 26TH day of MARCH, 2024.

ATTEST:

*Thiti Graham*

ASST. SECRETARY



**OKLAHOMA CITY WATER UTILITIES"**

*John D. Couch*

CHAIRMAN

**CONCURRED** by the Council for The City of Oklahoma City this 9TH day of APRIL, 2024.

ATTEST:

*Amy K. Simpson*

CITY CLERK



**THE CITY OF OKLAHOMA CITY**

*David Holt*

MAYOR

**REVIEWED** for form and legality.

*Patricia Mann*

ASSISTANT MUNICIPAL COUNSELOR

**STATUTORY BOND** #5329817**KNOWN ALL MEN BY THESE PRESENTS:**

That We, **Ellsworth Construction OKC, LLC**, as Principal, and **Great American Insurance Company** as Surety, are held and firmly bound unto the OKLAHOMA CITY WATER UTILITIES TRUST, a Public Trust, and City of Oklahoma City, a Municipal Corporation, and City of the first class, of the State of Oklahoma, in the sum of **Three Million Seven Hundred Four Thousand One Hundred Three and 23/100** Dollars (**\$3,704,103.23**), such sum being equal to 100% of the contract price for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas, the above Bonded Principal **Ellsworth Construction OKC, LLC** is the lowest and best bidder for the making of the following Oklahoma City Water Utilities Trust and The City of Oklahoma City work and improvement:

**Project No. WM-0343, Lake Road Pavement Rehabilitation North (Alternate Bid), Lake Atoka** and has entered into a certain written contract with the OKLAHOMA CITY WATER UTILITIES TRUST on the 26TH day of MARCH, 2024, for the erection and construction of said work and improvement in exact accordance with the bid of said Principal, and according to certain plans and specifications theretofore made, adopted and placed on file in the Office of the City Clerk of THE CITY OF OKLAHOMA CITY.

**NOW, THEREFORE**, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractor of said Principal who perform work in the performance of such, for labor and materials furnished by any supplier and consumed in the performance of said contract, and such repairs to and rental of machinery and equipment as may be furnished by a subcontractor to the person or persons contracting with this the Oklahoma City Water Utilities Trust, within thirty (30) days after the same becomes due and payable, the person, firm or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

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 obligation of this bond.

**IN WITNESS WHEREOF**, the Contractor has caused this bond to be executed and the Surety has caused this bond to be executed on the day and year, respectively, written below.

OCWUT

Project No. WM-0343

ATTEST:

**Ellsworth Construction OKC, LLC**

Contractor

*Rachel Cox*

Secretary-Witness

By: *Jim Lunday*

President/Partner/Manager/Owner/Agent

ATTEST:

**Great American Insurance Company**

Surety

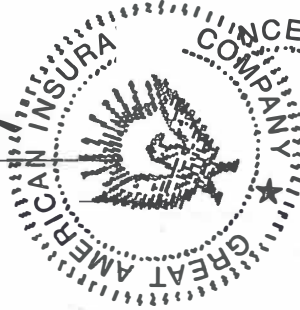
*[Signature]*

Secretary-Witness

By: *Dayna Harjo*

Attorney-in-Fact

Dayna Harjo



**REVIEWED** and **APPROVED** by the Oklahoma City Water Utilities Trust this 26TH day of

MARCH, 2024.

ATTEST:

**OKLAHOMA CITY WATER UTILITIES TRUST**

*Theresa Graham*

ASST. SECRETARY



*Joe Couch*

CHAIRMAN

**CONCURRED** by the Council for The City of Oklahoma City this 9TH day of

APRIL, 2024.

ATTEST:

**THE CITY OF OKLAHOMA CITY**

*Amy K Simpson*

CITY CLERK



*David Holt*

MAYOR

**REVIEWED** for form and legality.

*Patrick Mann*

ASSISTANT MUNICIPAL COUNSELOR

**PERFORMANCE BOND** #5329817**KNOWN ALL MEN BY THESE PRESENTS:**

That We, **Ellsworth Construction OKC, LLC**, as Principal, and **Great American Insurance Company**, as Surety, are held and firmly bound unto the OKLAHOMA CITY WATER UTILITIES TRUST, a Public Trust, and City of Oklahoma City, a Municipal Corporation, and City of the first class, of the State of Oklahoma, in full and just sum of **Three Million Seven Hundred Four Thousand One Hundred Three and 23/100** Dollars (**\$3,704,103.23**), such sum being equal to 100% of the contract price for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas, said Principal was the lowest and best bidder for the making of the following Oklahoma City Water Utilities Trust and The City of Oklahoma City work and improvement: **Project No. WM-0343, Lake Road Pavement Rehabilitation North (Alternate Bid), Lake Atoka** and has entered into a certain written contract with the Oklahoma City Water Utilities Trust on the 26TH day of MARCH, 20**24**, for the erection and construction of said work and improvement all in compliance with the plans and specifications therefore, made a part of said contract and on file in the Office of the City Clerk, and said contract is hereby made a part and parcel of this bond as if literally written herein.

**NOW, THEREFORE**, if said Principal shall fully and faithfully execute the work and perform said contract according to its terms, conditions, and covenants, and in exact accordance with the bid of said Principal, 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, as set out in the specifications herein, and shall promptly pay or cause to be paid, all labor, material and/or repairs and all bids for labor performed on said work, whether by subcontract or otherwise, and shall protect and save harmless the Oklahoma City Water Utilities Trust 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 property suffered or sustained by any person, firm, or corporation by reason of negligence of the Contractor or of his or its agents, servants, or employees in the construction 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 and save the Oklahoma City Water Utilities Trust 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 obligation of this bond.

**IN WITNESS WHEREOF**, the Contractor has caused this bond to be executed and the Surety has caused this bond to be executed on the day and year, respectively, written below.

**ATTEST:**

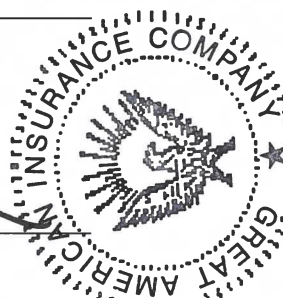
Rachel Cox  
Secretary-Witness

**Ellsworth Construction OKC, LLC**  
Contractor

By: Jim Lunday  
President/Partner/Manager/Owner/Agent

**ATTEST:**

[Signature]  
Secretary-Witness



**Great American Insurance Company**  
Surety

By: Dayna Harjo  
Attorney-in-Fact Dayna Harjo

**REVIEWED** and **APPROVED** by the Oklahoma City Water Utilities Trust this 26TH day of MARCH, 2024.

**ATTEST:**

[Signature]  
ASST. SECRETARY



**OKLAHOMA CITY WATER UTILITIES TRUST**  
[Signature]  
CHAIRMAN

**CONCURRED** by the Council for The City of Oklahoma City this 9TH day of APRIL, 2024.

**ATTEST:**

Amy K Simpson  
CITY CLERK



**THE CITY OF OKLAHOMA CITY**  
[Signature]  
MAYOR

**REVIEWED** for form and legality.

[Signature]  
ASSISTANT MUNICIPAL COUNSELOR

**MAINTENANCE BOND** #5329817**KNOWN ALL MEN BY THESE PRESENTS:**

That We, **Ellsworth Construction OKC, LLC**, as Contractor, and **Great American Insurance Company**, as Surety, are held and firmly bound unto the Oklahoma City Water Utilities Trust in the full and just sum of **Three Million Seven Hundred Four Thousand One Hundred Three and 23/100** Dollars (**\$3,704,103.23**), such sum being equal to the contract price for a period of two (2) years for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, joint and severally, firmly by these presents.

The conditions of this obligation are such that said Contractor has entered into a contract with the OKLAHOMA CITY WATER UTILITIES TRUST, dated this 26TH day of MARCH, 2024, and has agreed to construct: **Project No. WM-0343, Lake Road Pavement Rehabilitation North (Alternate Bid), Lake Atoka**, all in compliance with the plans and specifications therefore, made a part of said contract and on file in the Office of the City Clerk of THE CITY OF OKLAHOMA CITY as the Secretary of the OKLAHOMA CITY WATER UTILITIES TRUST; and to maintain the said improvement in the amounts set forth above against any failure due to workmanship or material for a period of two (2) years from the date of final formal acceptance of the Project by the OKLAHOMA CITY WATER UTILITIES TRUST.

**NOW, THEREFORE**, if said Contractor shall pay or cause to be paid to the Trust, all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work occurring within a period of two (2) years from and after final formal acceptance of said Project by the OKLAHOMA CITY WATER UTILITIES TRUST, 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 improvements against any failure due to defective material and/or workmanship for a period of two (2) years and at any time repairs shall be necessary that the cost of making said repairs shall be determined by the OKLAHOMA CITY WATER UTILITIES TRUST, or some person or persons designated by it to ascertain the same, and if, upon thirty (30) days notice, the amount ascertained shall not be paid by the Contractor or Surety herein, or if the necessary repairs are not made, 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 amendment to said contract



and no deviations from or alteration or changes to the plans or specifications for the project shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

**IN WITNESS WHEREOF**, the Contractor has caused this bond to be executed and the Surety has caused this bond to be executed on the day and year, respectively, written below.

*Executed* this \_\_\_\_\_ day of \_\_\_\_\_, 2024, *by the Contractor.*

**ATTEST:**

*Rachel Cox*

Secretary / Witness

**Ellsworth Construction OKC, LLC**  
(Contractor)

*Jim Lunday*  
President/~~Partner/Manager/Owner~~/  
Agent

**ATTEST:**

*Cindy Smith*

Secretary / Witness



**Great American Insurance Company**  
(Surety)

*Dayna Harjo*  
Attorney-in-Fact/Agent

Dayna Harjo

**REVIEWED** and **APPROVED** by the Oklahoma City Water Utilities Trust this 26TH day of MARCH, 2024.

**ATTEST:**

*Thili Graham*  
ASST. SECRETARY



**OKLAHOMA CITY WATER UTILITIES TRUST**

*Joe Couch*  
CHAIRMAN

**CONCURRED** by the Council for ~~The City~~ of Oklahoma City this 9TH day of APRIL, 2024.

**ATTEST:**

*Amy K. Simpson*  
CITY CLERK



**THE CITY OF OKLAHOMA CITY**

*David Holt*  
MAYOR

**REVIEWED** for form and legality.

*Patricia Mann*  
ASSISTANT MUNICIPAL COUNSELOR

# 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 **FOUR**

No. 0 21862

## 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
Sandra L. Crain	All of	All
Dayna Harjo	Tulsa, Oklahoma	\$100,000,000
Cindi L. Smith		
William C. Taylor		

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 14th day of July, 2021.

Attest

GREAT AMERICAN INSURANCE COMPANY



Assistant Secretary

*W.C. B.*

*Mark V. Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 14th day of July, 2021, 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. BERAHA, 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

8th

day of

March

2024



Assistant Secretary

*W.C. B.*



**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/08/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>McGriff Insurance Services</b> <b>130 Theory Ste 200</b> <b>Irvine, CA 92617</b> <b>714 941-2800</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS: Sonia.Morris@McGriff.com</b>														
<b>INSURED</b> <b>Ellsworth Construction OKC</b> <b>500 N Vickie Drive</b> <b>Oklahoma City, OK 73117</b>	<table border="1"> <thead> <tr> <th data-bbox="816 426 1437 453">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 426 1567 453">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 453 1437 483"><b>INSURER A : Arch Insurance Company</b></td> <td data-bbox="1437 453 1567 483"><b>11150</b></td> </tr> <tr> <td data-bbox="816 483 1437 512"><b>INSURER B : Arch Indemnity Insurance Company</b></td> <td data-bbox="1437 483 1567 512"><b>30830</b></td> </tr> <tr> <td data-bbox="816 512 1437 541"><b>INSURER C :</b></td> <td data-bbox="1437 512 1567 541"></td> </tr> <tr> <td data-bbox="816 541 1437 571"><b>INSURER D :</b></td> <td data-bbox="1437 541 1567 571"></td> </tr> <tr> <td data-bbox="816 571 1437 600"><b>INSURER E :</b></td> <td data-bbox="1437 571 1567 600"></td> </tr> <tr> <td data-bbox="816 600 1437 632"><b>INSURER F :</b></td> <td data-bbox="1437 600 1567 632"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A : Arch Insurance Company</b>	<b>11150</b>	<b>INSURER B : Arch Indemnity Insurance Company</b>	<b>30830</b>	<b>INSURER C :</b>		<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
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**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>BI/PD Ded:\$10,000</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			<b>71PKG1990700</b>	<b>04/01/2023</b>	<b>04/01/2024</b>	EACH OCCURRENCE <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$100,000</b> MED EXP (Any one person) <b>\$10,000</b> PERSONAL & ADV INJURY <b>\$1,000,000</b> GENERAL AGGREGATE <b>\$2,000,000</b> PRODUCTS - COMP/OP AGG <b>\$2,000,000</b> \$
<b>A</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			<b>71PKG1990700</b>	<b>04/01/2023</b>	<b>04/01/2024</b>	COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>A</b>	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION <b>\$0</b>			<b>71UFP1990700</b>	<b>04/01/2023</b>	<b>04/01/2024</b>	EACH OCCURRENCE <b>\$5,000,000</b> AGGREGATE <b>\$5,000,000</b> \$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			<b>71WC11990700</b>	<b>04/01/2023</b>	<b>04/01/2024</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT <b>\$1,000,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b> E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**RE: WM-0343 Lake Road Pavement Rehabilitation North project.**

**THE CITY OF OKLAHOMA CITY AND THE OKLAHOMA CITY WATER UTILITIES TRUST (OCWUT) is included as Additional Insured with respect to liability, arising out of the project or event as required by written contract.**

**CERTIFICATE HOLDER****CANCELLATION**

**The City of Oklahoma City and  
The Oklahoma City Water Utilities Trust  
420 W. Main St., Suite 500  
Oklahoma City, OK 73102**

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

*Adam Marquez*

**CERTIFICATE OF NONDISCRIMINATION**

In connection with the performance under the Contract, the Contractor agrees as follows:

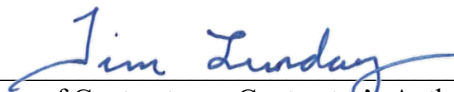
- A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Contractor shall take affirmative action to ensure that 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.***

**Ellsworth Construction OKC, LLC**

Name of Individual, Partnership, Limited Liability Company,  
Or Corporation, herein called "Contractor"



\_\_\_\_\_  
Signature of Contractor or Contractor's Authorized Agent

\_\_\_\_\_  
**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  
Construction of Public Improvements or otherwise in the Bidding Documents.



**THE CITY OF OKLAHOMA CITY**  
**SMALL, LOCAL AND MINORITY BUSINESS UTILIZATION PROGRAM CONSTRUCTION**  
**SUBCONTRACTING PLAN/REPORT**

Project No. \_\_\_\_\_

_____	_____	_____
Company Name	Phone	Email

***The business agrees to submit a Local Business Utilization ("LBU") Report/Subcontracting Plan to the City within fourteen (14) days from the date of the Notice to Proceed.***

In the space provided below please provide the requested information for each subcontractor/subconsultant employed on the project listed above.

Submit form to [ocwut-support@okc.gov](mailto:ocwut-support@okc.gov) with the executed contract and separately to [LBU@okc.gov](mailto:LBU@okc.gov).

If no subcontractors are being used, please provide a brief description of the project and why subcontractors are not needed. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1. 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
  
2. 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
  
3. 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

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