

EMERGENCY CONTRACT

THIS EMERGENCY CONTRACT "Contract" is made and entered into, by and between the Oklahoma City Water Utilities Trust, herein referred to as the "Contracting Entity" and Cimarron Construction Company LLC, herein referred to as the "Bidder."

WITNESSETH:

WHEREAS, the governing body of the Contracting Entity has approved certain Emergency Bid Specifications and requested by notice that informal Bids be submitted for an Open Market Purchase thereon; and

WHEREAS, Bidder, in response to said notice, has submitted to the Contracting Entity a Bid; in accordance with the Emergency Bid Specifications; and

WHEREAS, the Contracting Entity has determined Bidder to be the lowest responsible Bidder and has awarded, this Contract in the amount not to exceed two million dollars (\$2,000,000).

NOW, THEREFORE, that in consideration of the covenants, agreements, and representations as hereinafter set forth, it is mutually agreed by the parties that:

- 1. Performance.** The Bidder agrees to timely deliver to the Contracting Entity the Bid Items specified on the Emergency Bid Specifications, which is attached hereto as "**Exhibit A – Scope of Work**" and made a part of this Contract.
- 2. Term.** This Contract shall commence upon the execution of last party hereto to sign ("Effective date") and continue until the Emergency described in the Scope of Work is resolved. Provided however, this Contract shall not exceed beyond one (1) year of the Effective Date.
- 2. Firm Bid Price.** The Bidder agrees that their submitted Unit Price Bid, which is attached hereto as "**Exhibit B – Unit Price Bid**", will remain firm throughout the term of this Contract. The parties assume and understand that the variables in the Bidder's cost of performance or provision may fluctuate; consequently, the parties agree any fluctuations in the Bidder's costs will not alter the Bidder's obligations under this Contract nor excuse performance or delay on the Bidder's part.
- 3. Conformity.** The Bidder expressly warrants that all Bid Items will conform to the Scope of Work which is hereby incorporated; and further warrants that the same shall be of good material and workmanship, and free from defects.
- 4. Risk of Loss.** The risk of loss or damage shall be borne by the Bidder at all times until the acceptance of Bid Items by the Contracting Entity. The Bidder assumes all risks incident to or in connection with this Contract and shall indemnify, defend and save the Contracting Entity and the City of Oklahoma City harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Bidder's operations and transportation of the Contracting Entity's equipment to and from repair site regardless of fault and arising from acts or omissions of its employees regardless of fault and shall indemnify, defend, and save harmless

Contracting Entity from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation.

5. Payment. The Contracting Entity agrees to pay to the Bidder in accordance with the Scope of Work for the actual Bid Item accepted at the Unit Price Bid and upon the proper and timely invoicing by the Bidder, and approval by the Contracting Entity of a verified claim for the amount due.

6. Non-Discrimination Statement. The Bidder agrees, in connection with the performance of work under this Contract:

A. That the Bidder will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry, disability and any class protected pursuant to federal and/or state law. The Bidder shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry, disability or any other federally protected or state-protected class. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

B. The Bidder agrees to post, in a conspicuous place available to employees and applicants for employment a copy of this Non-Discrimination Statement and that the Bidder agrees to include a copy of this non-discrimination requirement in any subcontracts connected with the performance of this Contract.

C. In the event of the Bidder's non-compliance with the above non-discrimination requirement, this Contract may be canceled or terminated by the Contracting Entity. The Bidder may be declared by the Contracting Entity ineligible for further Contracts[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Bidder.

7. Non-Collusion Statement.

A. I certify that:

1. I am authorized to represent the Bidder and confirm no collusion or improper conduct occurred regarding this Bid or acquisition.
2. I am fully aware of all facts related to this Bid and have been directly involved in its preparation.
3. Neither the business entity that I represent nor anyone under its control has:
 - a. Engaged in collusion to restrict competition or fix Bids;
 - b. Colluded with state officials or employees regarding contract terms; or
 - c. Exchanged money or favors for special consideration in the prospective contract.

B. I certify, whether competitively bid or not, neither the business entity I represent nor anyone subject to the business entity's direction or control, has or will pay, give, or donate money or anything of value, directly or indirectly, to any state officer or employee to procure this Contract.

8. Entire Agreement. This Contract, including the attachments herein, constitute the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement,

oral or otherwise, which is not contained in or attached to this Contract. This Contract may not be modified or assigned unless approved in writing and signed by both parties.

9. Insurance. The Bidder shall carry during the term of this Contract, Commercial General Liability, Property Damage Insurance, and workers' compensation insurance with responsible insurance underwriters authorized to do business in the State of Oklahoma and acceptable to the Contracting Entity. Such insurance must name and protect the City of Oklahoma City and the Contracting Entity, individually and jointly, from all claims for injury or death to persons and from property damage or loss arising from acts or omissions by the Bidder. The amounts of the insurance coverage available and applicable to each act or occurrence and to each insured and additional insured shall not be less than the maximum cumulative liability exposure of the City of Oklahoma City and the Contracting Entity as set out in 51 O.S. §§ 151 et seq. (Governmental Tort Claims Act), and any successor, addition, or amendatory statutes. The Bidder's insurance certificate is attached and incorporated herein as "**Exhibit C - Certificate of Insurance**" and cannot be cancelled or materially modified without thirty (30) calendar days' written notice to the Contracting Entity. This Contract will be terminated by the Contracting Entity if the insurance coverage lapses or is terminated.

10. Performance Bond. Bidder shall, at its own cost, provide a Performance Bond made in favor of the Contracting Entity which is otherwise attached and incorporated herein as "**Exhibit D – Performance Bond**". The Performance Bond, must be issued by a bank or insurance company authorized by the State of Oklahoma, guaranteeing the Bidder's full and faithful execution of the Project and performance of the Contract in accordance with this Contract, and any Change Order or Amendment to the Contract, and provide for the protection of the Contracting Entity and all property owners against any damage by reason of acts or omissions of the Bidder or the improper execution of the Project or the use of inferior materials. No payment will be issued until the required Performance Bond and claim form have been obtained by the Bidder and approved by the Contracting Entity. The Performance Bond must be in the amount equal to the total amount of the award and must be submitted to the Contracting Entity.

11. Termination. The Contracting Entity reserves the right to terminate this Contract, in whole or in part, whenever it is determined to be in the best interest of the Contracting Entity. Any such termination will be effective upon notice delivered to the Bidder specifying the extent to which performance or services is terminated, and the date the termination becomes effective.

12. Governing Law. This Contract shall be governed by the laws of the State of Oklahoma and the parties agree that the venue for any dispute will only be a state or federal court in Oklahoma County, Oklahoma.

13. Compliance with Applicable Law. The Bidder shall be responsible for complying with all applicable federal, state, and local laws.

This Contract was executed by the Bidder, Cimarron Construction Company LLC, on this
7th day of April, 2025.

Dillon Noble
Secretary (Witness)

By: Donny Maly
As: President

Of: Cimarron Construction Company LLC

APPROVED by the Trustees and signed by the Chairman of the Oklahoma City Water Utilities Trust this 22ND day of APRIL, 2025.

ATTEST:

OKLAHOMA CITY WATER UTILITIES TRUST

Amy K. Simpson Secretary  John D. Cook Chairman

CONCURRED by the Council and signed by the Mayor of The City of Oklahoma City of Oklahoma City this 6TH day of MAY, 2025.

ATTEST:

THE CITY OF OKLAHOMA CITY

Amy K. Simpson City Clerk  David Holt Mayor

Reviewed for form and legality.

Frank Green
Assistant Municipal Counselor

EXHIBIT A- Scope of Work

OCWUT Line Maintenance Water Main Service

I. GENERAL INFORMATION

The Oklahoma City Water Utilities Trust (OCWUT) is the state's largest drinking water provider, treating and delivering an average of 100 million gallons of water daily to more than 1.4 million residents through retail and wholesale service connections. OCWUT finances municipality-owned critical assets to deliver the water services as well as wastewater services. The OCWUT service area includes the corporate limits of Oklahoma City (City) (~621 square miles), select cities within our combined statistical area, and areas along the raw water pipelines to Lakes Atoka and McGee Creek. The Trust's customer base has been steadily growing with the number of water and wastewater customers reaching 236,445 and 223,647, respectively, in fiscal year 2023. The City of Oklahoma City Utilities Department (Utilities Department) manages the operation of these critical services, which are distributed over a vast geographical area that consists of approximately 4,245 miles of pressurized water mains, service lines, gravity mains, and the Atoka raw water line. Of that total, there are approximately 3,400 miles of pressurized mains ranging from 4 to 12 inches in diameter and 700 miles of water service lines.

The purpose of this OCWUT bid is to obtain water main construction services on 4-inch to 12-inch diameter distribution mains, restore service to water line breaks, service leaks and valves and other related services at various locations citywide. The projects and services under this Contract shall be performed by prequalified Bidders on a flat rate basis for labor and equipment as identified by the Utilities Department's Line Maintenance Division. Materials will be supplied by OCWUT. The Line Maintenance Division intends to issue purchase orders for projects under this Contract to complete and restore service to water line breaks, service leaks and valves. The Line Maintenance Division has an estimate of 200 repairs needed for water line breaks in the City. This repair estimate is subject to change and may result in fewer or additional repairs.

It is anticipated the awarded Bidder(s) may receive additional purchase orders if Line Maintenance staff is unable to keep up the work demand as described in this Scope of Work (Work).

II. SCOPE - Project Location and Purchase Order Issuance

A Pre-Work Conference will be held with the Bidder(s) and the Line Maintenance Division to establish the conditions of Scope of Work, sequencing of locations, repairs or installations, coordination efforts required for water isolation, estimated time of completion for each task, commencement date and estimated cost. One purchase order will be issued with a project number. The Work consists of furnishing all labor and transportation required for the installation or repair of mains, service lines, valves, and appurtenances with the least interference of service to customers and the City.

III. TECHNICAL SPECIFICATIONS

General

All Work must be performed by the successful Bidder unless written approval from the OCWUT General Manager or designee is obtained in advance for subcontracting services, including but not limited to boring, dewater, traffic control work, or any other specific services.

Sub-contracting work performed without prior written approval from the ordering department's authorized representative shall constitute an unauthorized purchase.

The successful Bidder must submit to OCWUT an itemized invoice for labor and/or equipment from the sub-Bidder for work performed to constitute as an authorized claim for payment. The Bidder's direct costs must be shown on the invoice for all subcontracted services and equipment.

The Bidder shall comply with the City of Oklahoma City Standard Specifications for Construction of Public Improvements, and to the supplemental Section 1510 regarding clamps in the performance of main repairs, which is as follows:

1510.01 – DESCRIPTION

This section covers the repair of pipe defects causing leaks from the existing water mains. The main repair is made by excavation at the defect location. Water main repairs will utilize pipe clamps. Replacement of water mains will be with the use of new pipe and couplings connecting to the existing pipe.

If no City leak is found, the excavation fee will apply.

1510.02 – MATERIALS

All materials will be supplied by Line Maintenance. The Bidder is responsible for checking out materials for the work order from the Line Maintenance facility/warehouse located at 621 N. Pennsylvania, Oklahoma City. This includes backfill material and asphalt required in the case of pavement removal.

1510.04 – CONSTRUCTION METHODS

All main repairs require prior approval of the Project Manager.

- Pipe and fittings for main repairs shall be installed according to provisions set forth in Section 505.
- Trench excavation and backfill shall be accomplished in accordance with Section 212.
- Bidder shall establish and implement safety measures, policies and standards conforming to those required or recommended by governmental and quasi-governmental authorities including, but not limited to, the requirements of the United States Occupational Safety and Health Act.
- The length of any water main repair shall be a minimum of twelve inches (12”).

1510.06 – METHOD OF MEASUREMENT

Payment for Repair or installation shall be made at the unit price bid. The price established shall include all labor and transportation costs for excavation, replacement, clean up, and incidentals necessary to complete a main repair.

Repairs and remediation of the site that include, but are not limited to sod, trees, shrubs, hedges, mailboxes, sprinkler lines, meter boxes, driveways, sidewalks, or paving that result from necessary work established in this Scope of Work shall be repaired or replaced by OCWUT. However, any damage that occurs due to the negligent acts or omissions or willful misconduct of the Bidder(s), their agents, employees, or staff will result in the Bidder's sole responsibility to reimburse OCWUT for the total amount of damages, including interest for three percent (3%) of the total damages. Bidder(s) must take photos, document the damage, and immediately notify the Field Operations Supervisor. Every effort shall be made to keep landscape and concrete repair to a minimum and shall be backfilled by the Bidder to grade using the approved methods described herein.

1510.07 – BASIS OF PAYMENT

The items measured as provided above will be paid at the pricing agreement unit price bid.

IV. GENERAL PROVISIONS

- 1. Standard Specifications/Standard Details** - The provisions of these Bidding Documents incorporate and are complementary to the Standard Specifications for Construction of Public Improvements and Standard Details and only supersedes and takes precedence over any provision in the Standard Specifications for Construction of Public Improvements or Standard Details, which conflict with or diminish the effect of these Bidding Documents. The Oklahoma City *Standard Specifications for Construction of Public Improvements* ("Standard Specifications") and Oklahoma City *Standard Details* ("Standard Details") are incorporated herein by reference.
- 2. Licenses/Permits** - The Bidder must obtain all licenses and permits required by the City of Oklahoma City, and applicable city, county, State and federal regulations and laws.
- 3. Quantities** - The Bidder, or the authorized representative from the Bidder, must meet with the Field Operations Supervisor at the end of each workday to establish and agree on the amount of the quantities. The Bidder must provide the Field Operations Supervisor with daily invoices of quantities of bid items obtained. These quantities will be entered in the Field Operations Supervisor's daily report and shall be the basis for the final quantities estimate.
- 4. Incidental Work**- Any item not covered in the Bid or NOT shown in the summary of quantities in the **Item Price List** shall be considered as incidental to construction for which the Bidder is responsible and will not receive additional payment.
- 5. Supervision** – Notwithstanding any requirement to perform Work for any Project, neither the OCWUT nor Oklahoma City will recognize any subcontractor acting as a supervisor related to this Work. When Work is in progress, the Bidder shall always be present at the

project site of the Work either in person or by a qualified and approved superintendent employed by the Bidder who shall be in direct charge of all operations.

6. **Emergency Work Hours** - Unless otherwise directed by the Purchase Order, the Bidder must mobilize and start Work within two hours of receiving a verbal Notice to Proceed or written Purchase Order, whichever comes first. The Bidder must work continuously until the project is completed including nights, weekends, and holidays. Provided, however, the Purchase Order may require a tap or tie in which must be performed during certain hours.
7. **Invoices** - Invoices must include the date of completion for each Work project. Bidder must notify the Field Operations Supervisor when the Work is completed in order for the City to begin the restoration. All monthly invoices for Projects shall be delivered to the following address for processing:

Attn: Finance Operations

Utilities Department

420 W. Main Street, Suite 500

Oklahoma City, OK 73102 Email:

LMutilityrepairs@okc.gov

If electronically signed copies of the Uniform Vouchers/Claim Forms and Invoices are submitted, please email them. If hard copies are submitted, please submit two (2) copies of Uniform Vouchers/Claim Forms and Invoices, along with the copy of the Purchase Order submitted or PO number on the claim form.

8. **Testing** – All tests must be in accordance with the Standard Specifications and Standard Details. All costs of conducting tests on bid items or the Projects, which meet specification requirements will be paid by the OCWUT. All costs of conducting tests on bid items or Projects, which do not meet specification requirements will be deducted from Bidder's Uniform Vouchers/Claim Forms and Invoices for OCWUT cost reimbursement.
9. **Correction of Work after Final Payment** - Neither the final certificate nor payment nor any provision in the Contract Documents will relieve the Bidder of responsibility for defective materials or workmanship. The Bidder must remedy any defects related to defective materials or workmanship and pay for any damage to property or other work resulting therefore, which appears or is identified within a period of two (2) years from the date of formal acceptance of the Contract (not each Project) by the OCWUT.
10. **Removal of defective and unauthorized Work** – All Work which has not been authorized or has been rejected or condemned or which is defective must be timely repaired or if it cannot be satisfactorily repaired, it must be timely removed and replaced by the Bidder at the Bidder's expense. Defective, rejected, and condemned materials or workmanship must be removed immediately from the Project and project site.

Work done without project lines and grades; Work done beyond the project lines or not in conformity with the grades shown on the plan, or the Standard Specifications or the

Standard Details or in the Purchase Order; Work done without proper inspection; or any extra or unclassified Work done without written authority by change order or amendment

will be considered unauthorized. Unauthorized Work will not be measured or paid. Unauthorized Work may also be ordered removed by the Bidder at the Bidder's expense.

If the Bidder fails to immediately and satisfactorily repair or remove and replace, any rejected, defective, unauthorized, or condemned work or materials, the OCWUT will, after giving written notice to the Bidder, have the authority to have defective Work remedied or removed and replaced by others and will deduct the cost thereof from any compensation due to the Bidder. At the OCWUT's sole discretion, the OCWUT may accept rejected, defective, unauthorized, or condemned Work or materials and make an equitable deduction from the Contract payment due the Bidder.

- 11. Protection and restoration of property** - The Bidder may not enter upon private property for any purpose without first obtaining permission from the property owner. The Bidder is responsible for the preservation of private property. Bidder will use every precaution necessary to prevent damage to all trees, fences, culverts, bridges, pavements, driveways, sidewalks etc., to all water, sewer, gas, or electric lines and appurtenances, and to all other public or private property, facilities, and improvements along within, or adjacent to the Work. The Bidder must notify the proper representatives of any public service or utility corporation and company, or any individual not less than twenty-four (24) hours in advance of any Work, which may damage or interfere with the operation of such property, along, within, or adjacent to the Work. The Bidder is responsible for all damage or injury to property, or any character resulting from an act, omission, neglect, or misconduct in the manner or method of executing the Work or a Project. When and where any such direct or indirect damage or injury is done to public or private property due to an act, omission, neglect, or misconduct in the execution of Work or Project or the non-execution of the Work or Project, the Bidder must make good for such damage or injury by payment of damages.
- 12. Utility alteration** - When an Oklahoma City or OCWUT utility asset alteration is a part of the Work to be performed by the Bidder as a part of this Contract, such Work shall be done in conformity with the requirements of the Standard Specifications and Standard Details for new Work of this type. The cost of any such alteration must be included by the Bidder in cost of other bid items, unless otherwise expressly shown in **Price List**.
- 13. Control of the Work** – All Work shall be done under the supervision of OCWUT's General Manager, and his designated representatives, (collectively "Assigned Representatives") and to their satisfaction. The Assigned Representatives have the right to establish any sequence or priority of operations for this Project. The Assigned Representatives will determine the amount of Work performed and if the quality of Work meets the Contract Documents. Assigned Representatives' decisions and estimates are final.
- 14. Tapping Operations** – When using tapping sleeves with the appropriate valves, all tapping operations are to be made in accordance with the recommendations of the pipe

manufacturer involved. Tapping operations must be conducted in the presence of an OCWUT's Assigned Representatives. Tapping saddles will not be accepted.

- 15. Maintaining Access** – The Bidder is responsible for safely managing traffic flow and maintaining continuous vehicle and pedestrian access to all businesses and homes unless specifically authorized by OCWUT's Assigned Representative. If there is only one access point, temporary access must be constructed and maintained until the original access is re-established. The Bidder will coordinate the driveway cut with the respective business or property owner.
- 16. Traffic Control Devices** – The Bidder is responsible for the replacement or repair of traffic control devices and conduits damaged or relocated during construction, which shall be considered as **incidental** work and costs included in other work.
- 17. Construction zone clearing and restoration** – The Bidder must use every precaution necessary to prevent damage to all trees, shrubs, bushes, sod, vegetation, fences, sidewalks, driveways, pavement, etc. (collectively referred to as “private property” adjacent to the line of construction and outside the Project site. The Bidder shall take every necessary precaution to prevent injury or damage to the work or any part thereof by the action of the elements or any other cause whatsoever, whether arising from the execution or non-execution of the Work. Until formal written acceptance by the OCWUT, the work shall be under the charge and care of the Bidder.

The removal, repair, or replacement of property not listed separately as a unit price bid item, will not be paid for directly as such, but are considered **incidental** work, and the cost must be included by Bidder in listed unit price bid items. Where sidewalks and paved driveways are to be removed and replaced, Bidder will be paid at the unit price bid item. Gravel or dirt driveways must be restored to an equal or better than original condition and cost of same are **incidental** work and will not be paid for separately but must be included by Bidder in other unit price items.
- 18. Establish Condition of Property** – The condition of real property and private property will be established by the pre-Work videos and pictures. If the Bidder fails to establish the condition of the property, then Bidder will replace any damaged or relocated property with new property at Bidder's cost and will not be paid for directly as such, but are considered **incidental** work, and the cost must be included by Bidder in listed unit price items.
- 19. Flushing the water main** – The site for flushing must be selected by the Bidder subject to the approval of OCWUT's Assigned Representative and must include adequate provision for dechlorinating and drainage that does not discharge onto private property, into nearby creeks or streams, or into the City storm drainage system without authorization and approval of OCWUT's Assigned Representative. Bidder must pay for all potable water used for flushing and such cost is considered **incidental** and the Bidder must include the cost in other unit bid prices. (Bidder is responsible for flushing and de-chlorination.)

21. Trench Excavation – Trench excavation for pipelines will consist of excavation necessary for the construction of water lines and all appurtenant facilities therefore, including vaults, valves, service lines, specials, fittings, appurtenances, saddles, pipe embedment materials, and pipe protection. It shall include site preparation, backfilling, and tamping of pipe trenches and backfilling, compaction, and tamping around structures and the disposal of waste materials, all of which must conform to the applicable provisions of the Standard Specifications for the Construction of Public Improvements.

22. Unsuitable Foundation – Whenever mulch, quicksand, soft clay, swampy material, or other material unsuitable for foundations or sub-grade are encountered which extend within the limits of the excavation, such material must be removed and replaced with pipe foundation material. The pipe foundation material shall be crushed stone material meeting the following graduation requirements:

Nominal Sieve Size	Percent Passing
2 inch	100%
½ inch	<30%

The foundation material must be power tamped in six-inch layers. Pipe foundation material as described herein will be measured for payment only in specific locations where its use is authorized in writing by the OCWUT Assigned Representative before the Work is performed.

23. Public Trench Safety – All trenches left open must be protected by barriers and/or fences to safeguard the public from accessing the open trench. The Bidder is liable for all incidents regarding the safety and protection of any open trench.

24. Protection of Work – In all cases where materials, supplies, or equipment are deposited along open trenches, the materials, supplies or equipment must be placed so that in the event of rain no damage will result to the Work, materials, supplies, equipment, or adjacent property.

25. Protection of existing structures – The Bidder must provide all necessary sheeting, shoring, and other bracing and supports to protect existing structures, facilities, and improvements adjacent to the construction. This Work and any expense or cost is **incidental** to the Work and Project, will not be paid for separately, and must be included by the Bidder in the unit price bid items.

26. Sheeting, Shoring, and Bracing – The sides of all excavations must be sufficiently sheeted, shored, and braced to prevent slides, cave-ins, settlement, or movement of the bank. The Bidder must maintain the excavation clear of obstructions that will in any way, hinder or delay the progress of the Work or endanger workmen. Wood or steel sheet piling designed by the Bidder’s registered professional engineer licensed in the State of Oklahoma must be used. All sheeting, shoring, and bracing must have sufficient strength and rigidity to withstand the pressures exerted. The Bidder must maintain the walls of the excavation properly in place and protect all persons and property from injury or damage.

Whenever excavations are made adjacent to existing buildings or other structures or in paved streets or alleys, the Bidder must take particular care to sheet, shore, and brace the

sides of the excavation adequately to prevent any undermining of or settlement beneath such buildings, structures, or pavement.

The Bidder will be liable for and responsible to restore any damage to any property or injury to any person that results from his operations.

Sheeting, shoring, or bracing materials must not be left in place unless as shown in the plans or permitted by the OCWUT's Assigned Representative. Such materials must be removed in such manner as will not endanger or damage the pipe, Work, Project, or any existing buildings, structures, paving or property, either public or private, in the vicinity, and must be removed so as to avoid cave-ins or slides. All trench sheeting, shoring, and bracing must be left in place until the trench has been backfilled one foot above the top of the pipe.

Sheeting, shoring, and bracing are considered **incidental**, and an integral part of the excavation Work and no direct payment will be made therefore, but are considered **incidental** work, and the cost must be included by the Bidder in listed unit price bid items.

27. **Control Water** – Existing valves, pipelines, and structures may leak in the closed position. The Bidder shall provide whatever means and equipment necessary to de-water and control water during construction. The labor, equipment, and materials associated with this Work is considered **incidental** and shall be included in the cost of other unit price items.
28. **Dewatering** – Groundwater levels along the Project will vary depending on rain events, seasonal variations, and subsurface conditions. All de-watering shall be considered **incidental** and included in the cost of other unit price items.
29. **Dewatering excavation area** – The Bidder must provide and maintain ample equipment with which to remove all water from every source which enters excavations for pipelines, structures, and appurtenances. Dewatering operations must ensure dry excavations and the preservation of the elevations of the bottoms of the excavations. The Bidder will not allow surface water to enter excavated areas.

Where areas to be excavated are located under water surfaces or near the banks of flowing streams or other bodies of water, the Bidder may adopt and carry out any method of dewatering the Bidder may deem feasible for the performance of the excavation work and for the protection of the Work thereafter, provided that the method and equipment to be used results in completed Work which complies with these Specifications and is acceptable to the OCWUT's Assigned Representative. The Bidder must submit the dewatering plan for approval by the OCWUT's Assigned Representative. In all cases, the excavation area must be effectively protected from water damage during the excavation period and until all contemplated Work therein has been completed.

The Bidder is responsible for damage to pipelines, structures, or appurtenances caused by hydrostatic displacement during construction operations.

- 30. Drainage** – The Bidder shall be responsible for grading all disturbed areas to drain as good or better than existing condition.
- 31. Sediment and Erosion Control** – The cost of developing a storm water pollution prevention plan, obtaining a storm water discharge permit, and obtaining other City, State, or Federal land or water disturbing permits are the cost of which shall be incidental and included in the cost of other unit price items.
- 32. Storm Water Discharge Permit** – A storm water discharge permit is required before any land disturbing activities can begin. The Bidder shall be responsible for the repairs and replacement of all Erosion Control Measures required to obtain the permits and the costs of which shall be **incidental** and included in the cost of other unit price items.
- 33. Tracer Wire** – The Bidder shall install one strand of No. 12 gauge copper tracer wire along top of all PVC pipes and bring the tracer wire to the top of ground and anchor at all valves, fire hydrants, and other appurtenances the cost of which shall be **incidental** and included in the cost of other unit price items. Any tracer wire found and damaged during repair will be at the Bidder’s expense and repaired accordingly.
- 34. Street Closure** – Street crossing construction shall be accomplished at only ½ width of the street at a time so that no roadway shall be completely closed without prior authorization from the OCWUT General Manager or designee. The Bidder will be responsible for traffic control and work zones.
- 35. Detours** – The General Manager or his designee shall first approve all detour routes while streets are closed during construction. The Bidder must sign and maintain all detour routes and the signs and devices must be in conformance with the requirements of the “Manual on Uniform Traffic Devices”.
- 36. Barricades and Warning Signs** – Where work is carried on, in, or adjacent to, any street, alley, or public place, the Bidder shall, at his own expense, furnish, erect, and maintain such barricades, fences, lights, warning signs and danger signals and shall provide such watchmen and take such other precautionary measures for the protection of persons or property and of the work as may be necessary. In addition, enough barricades shall be erected to keep pedestrians and vehicles from entering on or into any work zone(s). From sunset to sunrise, the Bidder shall furnish and maintain at least one light on each barricade. All devices shall be in conformance with the “Manual on Uniform Traffic Devices”. The Bidder shall provide an “after hours” phone number to the City’s Emergency Operations Center and to the Field Services Division to be used for notification to the Bidder of the need to repair signs, barricades, or other warning or control devices. Failure to comply with these requirements may result in the issuance of a Stop Work Order to remain in effect until the deficiencies are corrected. The issuance of a Stop Work Order shall not act to defer or suspend the counting of the working business days for the project.
- 37. Water Meters** – All water meters to be relocated shall be relocated to a location within

City right-of-way or City easements only, and out of paved areas such as sidewalks.

- 38. Transit Pipe** – Bidder shall be solely responsible for compliance with all applicable regulations for the removal and disposal of any transit pipe encountered which cost shall be **incidental** and included in the cost of other unit price bid items.
- 39. Abandoned water lines** – All water lines that are to be abandoned in place must be cut to the nearest connection and either capped or plugged as required to provide a watertight connection. Water lines shall not be abandoned until all related improvements, connections, and services have been replaced, completed, tested, and approved. Bidder is responsible for providing the appropriate plug or cap for the Work. Caps or plugs along with any associated joint restraints will be considered incidental costs and included in the cost of other unit price bid items. Cutting and dewatering of the waterline are considered **incidental** and costs of these items are to be included by Bidder in other unit price bid items. When an existing valve is abandoned in a grassy area, the box must be pulled, and the top nut removed from the valve and the void from the box filled with soil and compacted level with the surrounding ground surface. When an existing valve is abandoned in a paved area, the valve box must be filled with concrete. All materials, labor, tools, and equipment for valve abandonment are considered **incidental** and costs are included by the Bidder in other unit price items.
- 40. Final Clean Up** – Upon completion of the work and before acceptance and final payment will be made, the Bidder shall clean and remove from the site of the work surplus and discarded materials, temporary structures, barricades, and other warning devices, stumps, portions of trees, and debris of any kind. The Bidder shall leave the site or the work in a neat and orderly condition. Waste materials removed the site of the work shall be disposed of at locations satisfactory to the General Manager or designee and in compliance with Federal, State, and City of Oklahoma City requirements.

V. SPECIAL PROVISIONS

- The Bidder will make every effort to not disturb any sprinkler lines. If any damage is caused to a sprinkler system, meter, mailbox, or any other private property during the repair, the Bidder is required to take photos and document the damage. Bidder is required to notify the Project Manager for restoration and remediation. Bidder will be back billed on the invoice for the repair costs caused by their own negligence or willful misconduct. Every effort shall be made to keep landscape and concrete repair to a minimum and shall be backfilled to grade using the approved methods described here.
- If a break occurs under a driveway, the Bidder is required to replace the waterline under the entire driveway and 18” on either side.

- If a meter tile is found to be in the sidewalk, it shall be moved in either direction at the discretion of the OCWUT Project Manager so that the tile is no longer in concrete. All services must be moved in either direction to restore service. A new meter tile will be supplied if the meter tile is damaged or is a concrete tile.

- The Bidder is authorized to remove one panel of sidewalk as necessary to effectuate the repair. Any further removal of sidewalk will require the OCWUT Project Manager approval. When the sidewalk is removed, the Bidder will be required to backfill and compact per OCWUT standards and install an OCWUT provided asphalt cap of 4 inches.

- The Bidder shall verify all utilities within the work area. Bidder shall notify OKIE 811 for location services.

- The Bidder shall notify all customers affected due to the shutdown.

- The Bidder shall complete any repair and the associated surface restoration started before leaving the job site. Bidder must clean up excavated materials, fill holes with dry materials. Unused materials will be returned to Line Maintenance Facility, 621 N. Penn Ave., Oklahoma City.

- If the Bidder exposes an existing leaking repair clamp on the water main, the section of pipe should be cut out and replaced. (Refer to Oklahoma City Standard Specifications for Construction of Public Improvements).

- If the Bidder identifies or exposes a lead service line, the Bidder is to stop work and immediately notify the project manager, the Field Operations Supervisor, and the OCWUT General Manager or Designee. Once the Bidder is given approval to continue repairing the lead line by the General Manager or designee, the Bidder shall replace the full-service line from the meter to the main with Copper. Copper will be supplied by OCWUT.

- If the Bidder identifies a plastic line, the bidder is to replace the full-service line with copper from the meter to the main.

- If a copper service is found to be leaking the Bidder shall remove the failed section, not less than one foot, and install a new copper section and couplers.

- Any leak other than copper or PEX shall be required to be replaced in its entirety.

VI. PROJECT ACCEPTANCE

Once the Work as described in the Purchase Order is completed, the Work must be inspected, and all punch items must be completed. A project completed as confirmed by inspections will be presented to the OCWUT for acceptance of that project. Upon acceptance of a project, that portion of the Contract comprised of that project will be deemed substantially complete and the Bidder will no longer be liable for the Work on that project under the Performance Bond, however, the Bidder will be responsible for workmanship for all projects, regardless of

substantial completion date, for two years after completion of the last Purchase Order issued under this Contract.

A. Contract Time as Specified on Purchase Order

The Bidder is required to continue work until service is restored and the temporary surface repair is completed.

OCWUT Line Maintenance Standby Water Main Service

Water Service Restoration – Fully repaired/replaced water main, service connections and appurtenances, including but not limited to passing all testing, disinfection, re-connections of service, and capping, and grouting abandonments.

Temporary Surface Restoration – Fully compacted backfill in accordance with the standard details. If paved area is disturbed, temporary surface restoration must include compaction in accordance with the Standard Details with Type A aggregate installed level to the surface elevation. If pervious areas are disturbed temporary restoration must include compaction in accordance with the Standard Details with native backfill level to the surface elevation.

Exhibit B – Unit Price Bid

Cimarron Construction Company
3501 NE. 63rd Street
Oklahoma City, OK 73121
(405)728-1555 Fax (405)728-5026

To: Jesse Hilley
 City of Oklahoma City - Line Maintenance
 621 N Penn
 Oklahoma City, OK 73107

April 3, 2025

Re: Request for Proposal
 City of Oklahoma City Utilities Department
 Line Maintenance Standby Water Main Service

Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Excavation: Trenching with Backfill 0'-5'	1.00	LF	\$ 1,080.00	\$ 1,080.00
2	Excavation: Trenching with Backfill 5'-10'	1.00	LF	\$ 2,280.00	\$ 2,280.00
3	Excavation Extra Depth: Trenching with Backfill 10'-15'	1.00	LF	\$ 5,960.00	\$ 5,960.00
4	Material Application: Temporary Surfacing - Asphalt	1.00	Ton	\$ 135.00	\$ 135.00
5	Material Application: Bedding - Crushed Rock	1.00	Ton	\$ 135.00	\$ 135.00
6	Pavement Cut: Driveways, Curb, and Street	1.00	SY	\$ 110.00	\$ 110.00
7	Pavement Cut: Driveways, Curb, and Street	1.00	SY	\$ 110.00	\$ 110.00
8	Pavement Cut: Driveways, Curb, and Street	1.00	LF	\$ 85.00	\$ 85.00
9	Work Zone/Traffic Control when required	1.00	EA	\$ 2,050.00	\$ 2,050.00
10	Water Main Repair/Clamp: Small Diameter Pipe (4 to 6 inch pipe)	1.00	EA	\$ 8,150.00	\$ 8,150.00
11	Water Main Repair/Clamp: Large Diameter Pipe (8 to 12 inch pipe)	1.00	EA	\$ 18,250.00	\$ 18,250.00
12	Water Main Repair/Replacement: Small Diameter Pipe (4 to 6 inch pipe)	1.00	LF	\$ 1,288.00	\$ 1,288.00
13	Water Main Repair/Replacement: Large Diameter Pipe (8 to 12 inch pipe)	1.00	LF	\$ 2,424.00	\$ 2,424.00
14	Valve & Valve Box - Small Valve Replacement	1.00	EA	\$ 8,150.00	\$ 8,150.00
15	Valve & Valve Box - Large Valve Replacement	1.00	EA	\$ 25,250.00	\$ 25,250.00
16	Valves Replacement: Water Valve/Meter Boxes	1.00	LF	\$ 900.00	\$ 900.00
17	Hydrant Replacement: Complete Replacement	1.00	EA	\$ 10,500.00	\$ 10,500.00
18	Water Service Line - Short Replacement: 3/4 inch - 1.5 inch	1.00	LF	\$ 1,256.00	\$ 1,256.00
19	Water Service Line - Short Replacement: 2 inch	1.00	LF	\$ 1,372.00	\$ 1,372.00
20	Water Service Line - Long Replacement: 3/4 inch - 1.5 inch	1.00	LF	\$ 255.00	\$ 255.00
21	Water Service Line - Long Replacement: 2 inch	1.00	LF	\$ 272.00	\$ 272.00
Total of Items above					\$ 90,012.00

NOTES:

- 1 Based off of Exhibit A Scope of Work
- 2 Based off of Previous Contract OCVUT11-25

Upon Acceptance to Proceed with the above work
 Please sign and Return.

Thank You,
 Jon Huckabay
 Cimarron Construction Co.

 Signature Title Date



Exhibit C - Certificate of Insurance

Exhibit D – Performance Bond

Bond No: 9475891

PERFORMANCE BOND
Contract No. OCWUT00129
Cimarron Construction Company

KNOW ALL MEN BY THESE PRESENTS:

That we Cimarron Construction Company, as Contractor,
and Fidelity and Deposit Company of Maryland, as Surety, are severally and
jointly held and firmly bound unto City of Oklahoma City and it's participating Trusts, referred to in
the Bidding Documents and herein as "Awarding Public Agency" in the sum of
Two Million and 00/100-----Dollars (\$ 2,000,000.00),
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 a 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:

Contractor: Cimarron Construction Company

William Wells
(Secretary-Witness)

By: Don & Mary Ras

As: President

ATTEST:

Surety: Fidelity and Deposit Company of Maryland

Becky Killman
(Secretary-Witness) Becky Killman

By: Deborah L. Raper
As: Attorney-in-Fact Deborah L. Raper



SEE ATTACHED SIGNATURE PAGE.

APPROVED by the Trustees and signed by the Chairman of The Oklahoma City Water Utilities Trust this ___ day of _____, 20__.

ATTEST:

OKLAHOMA CITY WATER UTILITIES TRUST

SECRETARY

CHAIRMAN

CONCURRED by the Council and signed by the Mayor of The City of Oklahoma City this _____ day of _____, 20__.

ATTEST:

THE CITY OF OKLAHOMA CITY

CITY CLERK

MAYOR

REVIEWED for form and legality.



Assistant Municipal Counselor

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint to Clayton HOWELL, Vicki WILSON, Austin K. GREENHAW, J. Kelly DEER, Shelli R. SAMSEL, Travis E. BROWN, Jamie BURRIS, Vaughn P. GRAHAM, Vaughn P. GRAHAM, JR., Stephen M. POLEMAN, Deborah L. RAPER, Dwight A. PILGRIM, Gary LILES, Randy D. WEBB, Bobby Joe YOUNG, Aaron WOOLSEY, Carey L. KENNEMER, Kristin LEWIS, Joshua BRYAN, Becky KILLMAN of Tulsa, Oklahoma, its true and lawful agent and Attorney-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 and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 04th day of January, A.D. 2024.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

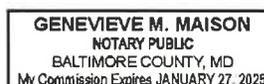
By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 04th day of January, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 7th day of April, 2025.



Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

1299 Zurich Way
Schaumburg, IL 60196-1056
reportsclaims@zurichna.com

800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
 COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (a) How, when and where the "occurrence" or offense took place;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL LIMITATION OF COVERAGE PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:	Number of Days Notice:	30
WHEN WE DO NOT RENEW (Nonrenewal):	Number of Days Notice:	
MATERIAL LIMITATION OF COVERAGE:	Number of Days Notice:	

PERSON OR ORGANIZATION: ANY PERSON OR ORGANIZATION
CONTINUED ON IL T8 03

ADDRESS: THE ADDRESS FOR THAT PERSON
CONTINUED ON IL T8 03
OKLAHOMA CITY OK 73121

PROVISIONS

- A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.
- B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown

in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

- C. If we add a material limitation on the coverage provided by this policy, and a number of days is shown for Material Limitation Of Coverage in the Schedule above, we will mail notice of such limitation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Material Limitation Of Coverage in such Schedule before the effective date of such limitation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:	Number of Days Notice: 60
WHEN WE DO NOT RENEW (Nonrenewal):	Number of Days Notice: 60

PROVISIONS

- A.** If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.
- B.** If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

POLICY NUMBER: UB-9J594185-25-26-G

**NOTICE OF CANCELLATION
 TO DESIGNATED PERSONS OR ORGANIZATIONS**

The following is added to PART SIX – CONDITIONS :

Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN THAT NOTICE OF CANCELLATION WILL BE GIVEN, BUT ONLY IF:	30

1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND

2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No. Premium \$

Insurance Company

Countersigned by _____