

## CONTRACT

**THIS CONTRACT AND AGREEMENT**, made and entered into this 19TH day of NOVEMBER, 2024, by and between the CITY OF OKLAHOMA CITY, party of the first part, hereinafter termed "City," and RUDY CONSTRUCTION CO., party of the second part, hereinafter termed "Contractor."

### WITNESSETH:

**WHEREAS**, the City 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 M4-DDC10, MAPS 4 Innovation District Connectivity Phase 1, Base Bid and Accepting Unit Prices, 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, September 11 and 18, 2024, has submitted to the City Clerk of the City of Oklahoma City in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and

**WHEREAS**, the City Clerk in the manner provided by law has publicly opened, examined and canvassed the proposals submitted and the City have 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 Four Hundred Ninety-Nine Thousand Seven Hundred Four Dollars and Fifty Cents (\$3,499,704.50).

**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 its own cost and expense, furnish all labor, materials, tools and equipment required to perform and complete said work in strict accordance with the contract and plans adopted and approved by the City, all of which documents are on file in the office of the City Clerk 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 City shall make payments to the Contractor in the following manner: On or about the first day of each month, the Contractor will make accurate estimates of the value, based



Kati Ratliff  
Affiant

Subscribed and sworn to before me this 24 day of October, 2024.

Kati Ratliff  
Notary Public



09/24/26  
My Commission Expires:

My Commission Number: 10008003

**APPROVED** by the Council of The City of Oklahoma City this 19TH day of NOVEMBER, 2024.

ATTEST:

Amy K. Simpson  
City Clerk



Daid Holt

[Signature]  
Assistant Municipal Counselor

## STATUTORY BOND

Bond No.: 108121160

### KNOW ALL MEN BY THESE PRESENTS:

That we, RUDY CONSTRUCTION CO., as Contractor, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the State of Oklahoma in the full and just sum of such sum being equal to 100% of Three Million Four Hundred Ninety-Nine Thousand Seven Hundred Four Dollars and Fifty Cents (\$3,499,704.50), 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 Contractor, RUDY CONSTRUCTION CO., is the lowest and best Bidder for the making of the following work and improvement: Project M4-DDC10, MAPS 4 Innovation District Connectivity Phase 1, Base Bid and Accepting Unit Prices, and has entered into a certain written Contract with the CITY OF OKLAHOMA CITY on the 19TH day of NOVEMBER, 2024, for the erection and construction of said work and improvement, in exact accordance with the bid of said Contractor, and according to certain plans and specifications theretofore made, adopted and placed on file in the office of the City Clerk.

**NOW, THEREFORE**, if said Contractor shall fail or neglect to pay all indebtedness incurred by said Contractor or subcontractor of said Contractor who perform work 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 the City, 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, for the obligations of this bond.

**IN WITNESS WHEREOF**, the said Contractor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers; and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

EXECUTED this 24 day of October, 2024 by the Contractor.

ATTEST:

RUDY CONSTRUCTION CO.

Kath Rakus  
Witness

Shane Allen  
Vice President, Shane Allen



EXECUTED this 24th day of October, 2024 by the Surety.

ATTEST:

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Jana Taylor  
Secretary  
Jana Taylor

Dillon Rosenhamer  
Attorney-in-Fact, Dillon Rosenhamer



APPROVED by the Council of The City of Oklahoma City this 19TH day of NOVEMBER, 2024.

ATTEST:

THE CITY OF OKLAHOMA CITY

Amy K. Simpson  
City Clerk



David Holt

[Signature]  
Assistant Municipal Counselor

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

Bond No.: 108121160

That We, RUDY CONSTRUCTION CO., as Contractor, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the CITY OF OKLAHOMA CITY, hereinafter called "City," in the full and just sum of Three Million Four Hundred Ninety-Nine Thousand Seven Hundred Four Dollars and Fifty Cents (\$3,499,704.50), 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 Contractor is the lowest and best Bidder for the making of the following City work and improvement: Project M4-DDC10, MAPS 4 Innovation District Connectivity Phase 1, Base Bid and Accepting Unit Prices, has entered into a certain written contract with the City on the 19TH day of NOVEMBER, 2024, 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 the said RUDY CONSTRUCTION CO., as 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 bid of said Contractor, and according to certain plans and specifications heretofore made, adopted, and placed on file in the office of the City Clerk, 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 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 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 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 and its corporate seal to be hereunto affixed by its duly authorized officer, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

EXECUTED this 24 day of October, 2024 by the Contractor.

ATTEST:

RUDY CONSTRUCTION CO.

Kath Rakus

Witness

Shane Allen

Vice President, Shane Allen



EXECUTED this 24th day of October, 2024 by the Surety.

ATTEST:

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Jana Taylor  
Secretary

Dillon Rosenahm

Attorney-in-Fact, Dillon Rosenahm



APPROVED by the Council of The City of Oklahoma City this 19TH day of NOVEMBER, 2024.

ATTEST:

Amy K. Simpson  
City Clerk



David Holt

[Signature]  
Assistant Municipal Counselor

**MAINTENANCE BOND**

Bond No.: 108121160

**KNOW ALL MEN BY THESE PRESENTS:**

That We, RUDY CONSTRUCTION CO., as Contractor, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the City of Oklahoma City, hereinafter called "City," in the full and just sum of Three Million Four Hundred Ninety-Nine Thousand Seven Hundred Four Dollars and Fifty Cents (\$3,499,704.50), such sum being equal to the contract price for a period of two (2) years for the project, 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 whereas, said Contractor has by a certain contract between RUDY CONSTRUCTION CO., and the City, dated this 19TH day of NOVEMBER, 2024, agreed to construct: Project M4-DDC10, MAPS 4 Innovation District Connectivity Phase 1, Base Bid and Accepting Unit Prices, 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 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 for the project from the date of acceptance of the project by the City.

**NOW, THEREFORE**, if said Contractor shall pay or cause to be paid to the City, 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 for the project from and after acceptance of said project by the City, 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 workmanship and/or material for a period of two (2) years for the project, and at any time repairs shall be necessary that the cost of making said repairs shall be determined by the City, or some person or persons designated by them to ascertain the same, and if, upon thirty (30) day notice, the said amount ascertained shall not be paid by the Contractor or Surety herein, or if the necessary repairs are not made, the said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction. And that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this bond as the condition of the improvements may require.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the 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 and its corporate seal to be hereunto affixed by its duly authorized officers; and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

EXECUTED this 24 day of October, 2024 by the Contractor.

ATTEST:

RUDY CONSTRUCTION CO.

Kati Rakus

Witness

Shane Allen

Vice President, Shane Allen



EXECUTED this 24th day of October, 2024 by the Surety.

ATTEST:

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Jana Taylor  
Secretary  
Jana Taylor

Dillon Rosenhamer  
Attorney-in-Fact, Dillon Rosenhamer



APPROVED by the Council of The City of Oklahoma City this 19TH day of NOVEMBER, 2024.

ATTEST:

THE CITY OF OKLAHOMA CITY

Amy K Simpson  
City Clerk

David Holt



Assistant Municipal Counselor

**THE CITY OF OKLAHOMA CITY**

**PUBLIC CONSTRUCTION PROJECT SUBCONTRACTING PLAN AND AFFIDAVIT**

The following Affidavit must be submitted by the successful Bidder, or Bidder's Authorized Agent. A notice to proceed will not be issued by the Program Manager and City Engineer until the affidavit is received.

The undersigned, of lawful age, being first duly sworn on oath, affirms and states that the successful Bidder has the authority to execute this Public Construction Project Subcontracting Plan. The successful Bidder further states that they understand the resolution creating the Small and Disadvantaged Local Business Subcontracting Program adopted by the Council of the City of Oklahoma City on June 3, 2008.

I. Public Construction Project Subcontracting Plan

- A. Outreach – In the space provided below describe in detail your company's efforts regarding outreach to small and disadvantaged local businesses in an effort to utilize their services in conjunction with Project M4-DDC10, MAPS 4 Innovation District Connectivity Phase 1.

Throughout the project, if possible, we will make efforts to use companies listed on the City's DBE list. The company's trade must match that of the need of the project. We would not solicit business from a company for an activity that we normally self-perform.

- B. Internal Efforts – In the space provided below describe in detail any initiatives in place within your company directed at establishing policies and procedures to ensure that small and disadvantaged local businesses are made aware of and given the opportunity to submit bids for sub-contracting on publicly funded projects.

Rudy Construction will contact businesses listed on Oklahoma City's DBE list by phone, fax, or email. The trade of the business must meet the need of the project being bid.

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A notice to proceed for the project listed above will not be issued by the Program Manager and City Engineer until this document is completed and returned to the MAPS Office. The document must be completed and signed by the Contractor, and notarized, dated and completed by the Notary Public.

Rudy Construction Co.

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



Signature of Contractor or Authorized Agent

Shane Allen, Vice President

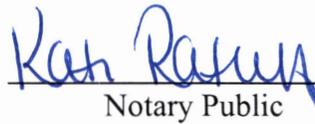
Type or print name and title of person who signed above

STATE OF Oklahoma )

) §

COUNTY OF Oklahoma )

Signed and sworn to or affirmed before me on this 15 day of October, 2024, by Shane Allen as the above-named Contractor or Contractor's Authorized Agent.

  
Notary Public

My Commission expires 09/24/26

My Commission number 10008003

This Affidavit is required to be submitted with the Contractor's Subcontracting Plan.

**THE CITY OF OKLAHOMA CITY**

**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.***

Rudy Construction Co.

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



Signature of Bidder or Authorized Agent

Shane Allen, Vice President

Type or print name and title of person who signed above.

This Certificate is required by Oklahoma City Municipal Code, Chapter 25, Article III § 25-41, as incorporated by reference in the City of Oklahoma City's "Standard Specifications for the Construction of Public Improvements" or otherwise in the Bidding Documents.





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

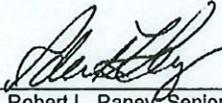
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Dillon Rosenhamer** of **OKLAHOMA CITY, Oklahoma**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

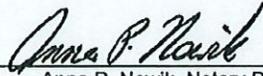
By:   
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 24th day of October, 2024.



  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.