

CONTRACT

THIS CONTRACT AND AGREEMENT, made and entered into this 30TH day of JANUARY, 2024, by and between the OKLAHOMA CITY WATER UTILITIES TRUST, party of the first part, hereinafter termed "Trust" and Krapff-Reynolds Construction Company, party of the second part, hereinafter termed "Contractor".

WITNESSETH:

WHEREAS, the OKLAHOMA CITY WATER UTILITIES TRUST has caused to be prepared in accordance with law certain specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for: Project No. SC-1104, Sanitary Sewer Rehabilitation, NW 19th Street To NW 16th Street between North Independence Avenue and Drexel Boulevard, 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, December 6th and 13th, 2023, Submitted to Trust in the manner and at the time specified, a sealed proposal in accordance with the terms of this contract; and,

WHEREAS, the Trust in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above named Contractor to be the lowest responsible bidder on the above described project, and has duly awarded this contract to said Contractor for the sum named in the proposal, to wit: One Million One Hundred Forty-Three Thousand Seven Hundred Eighteen and No/100 Dollars (\$1,143,718.00).

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this contract have agreed and hereby agree as follows:

1. The Contractor shall, in a good and first-class, workmanlike manner, at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this contract and the plans adopted and approved by the OKLAHOMA CITY WATER UTILITIES TRUST, all of which documents are on file in the Office of the City Clerk of The City of Oklahoma City and are made a part of this contract as fully as if the same were herein set out at length, with the following additions and/or exceptions: (if none, so state) None.

2. The Trust shall make payments to the Contractor in the following manner: On or about the first day of each month, the City Engineer, or other appropriate person, will make accurate estimates of the value, based on contract prices of work done and materials incorporated in the work and of materials

suitably stored at the site thereof during the preceding calendar month. The Contractor shall furnish to the City Engineer, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit as required by 74 O.S. § 85.22.

3. On completion of the work, but prior to the acceptance thereof by the Trust, it shall be the duty of the City Engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said Contract Documents, and upon making such determination, said official shall make his final certificate to the Trust. The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds for payment of the final estimate to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid and the same shall be in full for all claims of every kind and description said Contractor may have by reason of having entered in to or arising out of this contract.


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

Executed this _____ day of _____, 2024, *by the Contractor.*

Krapff-Reynolds Construction Company

If Partnership, give name and address of each.

ATTEST:


(Witness-Secretary)


President/Partner/Manager/Owner/Agent



REVIEWED and **APPROVED** by the Oklahoma City Water Utilities Trust this 30TH day of
JANUARY, 2024.

ATTEST:
TRUST

OKLAHOMA CITY WATER UTILITIES

Amy K. Simpson
SECRETARY



[Signature]
VICE-CHAIRMAN

CONCURRED by the Council for The City of Oklahoma City this 13TH day of
FEBRUARY, 2024.

ATTEST:

THE CITY OF OKLAHOMA CITY

Amy K. Simpson
CITY CLERK



David Holt
MAYOR

REVIEWED for form and legality.

[Signature]
Assistant Municipal Counselor

STATUTORY BOND

Bond No: 107866852

KNOWN ALL MEN BY THESE PRESENTS:

That We, Krapff-Reynolds Construction Company, as Principal, and Travelers Casualty and Surety Company of America as Surety, are held and firmly bound unto the OKLAHOMA CITY WATER UTILITIES TRUST, a Public Trust, and City of Oklahoma City, a Municipal Corporation, and City of the first class, of the State of Oklahoma, in the sum of One Million One Hundred Forty-Three Thousand Seven Hundred Eighteen and No/100 Dollars (\$1,143,718.00), such sum being equal to 100% of the contract price for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas, the above Bonded Principal Krapff-Reynolds Construction Company is the lowest and best bidder for the making of the following Oklahoma City Water Utilities Trust and the City of Oklahoma City work and improvement: Project No. SC-1104, Sanitary Sewer Rehabilitation, NW 19th Street To NW 16th Street between North Independence Avenue and Drexel Boulevard and has entered into a certain written contract with the OKLAHOMA CITY WATER UTILITIES TRUST on the 30TH day of JANUARY, 2024, for the erection and construction of said work and improvement in exact accordance with the bid of said Principal, and according to certain plans and specifications theretofore made, adopted and placed on file in the Office of the City Clerk of the CITY OF OKLAHOMA CITY.

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

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligation of this bond.

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

ATTEST:

Karen Putman
Secretary-Witness

Krapff-Reynolds Construction Company
Contractor

By: J. I. Ky
President/Partner/Manager/Owner/Agent



ATTEST:

Becky Killman
Secretary-Witness Becky Killman

Travelers Casualty and Surety Company of America
Surety

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



REVIEWED and APPROVED by the Oklahoma City Water Utilities Trust this 30TH day of
JANUARY, 2024.

ATTEST:
TRUST

Amy K Simpson
SECRETARY



OKLAHOMA CITY WATER UTILITIES

Walter B.
VICE-CHAIRMAN

CONCURRED by the Council for The City of Oklahoma City this 13TH day of
FEBRUARY, 2024.

ATTEST:

Amy K Simpson
CITY CLERK



THE CITY OF OKLAHOMA CITY

David Holt
MAYOR

REVIEWED for form and legality.

Frank Green
Assistant Municipal Counselor

PERFORMANCE BOND

Bond No: 107866852

KNOWN ALL MEN BY THESE PRESENTS:

That We, Krapff-Reynolds Construction Company, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the OKLAHOMA CITY WATER UTILITIES TRUST, a Public Trust, and City of Oklahoma City, a Municipal Corporation, and City of the first class, of the State of Oklahoma, in full and just sum of One Million One Hundred Forty-Three Thousand Seven Hundred Eighteen and No/100 Dollars (\$1,143,718.00), such sum being equal to 100% of the contract price for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas, said Principal was the lowest and best bidder for the making of the following Oklahoma City Water Utilities Trust and the City of Oklahoma City work and improvement: Project No. SC-1104, Sanitary Sewer Rehabilitation, NW 19th Street To NW 16th Street between North Independence Avenue and Drexel Boulevard and has entered into a certain written contract with the Oklahoma City Water Utilities Trust on the 30TH day of JANUARY, 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 said Principal shall fully and faithfully execute the work and perform said contract according to its terms, conditions, and covenants, and in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore made, adopted, and placed on file in the Office of the City Clerk of the CITY OF OKLAHOMA CITY, as set out in the specifications herein, and shall promptly pay or cause to be paid, all labor, material and/or repairs and all bids for labor performed on said work, whether by subcontract or otherwise, and shall protect and save harmless the Oklahoma City Water Utilities Trust and the City of Oklahoma City and all interested property owners against all claims, demands, causes of action, losses or damage, and expense to life property suffered or sustained by any person, firm, or corporation by reason of negligence of the Contractor or of his or its agents, servants, or employees in the construction of said work, or by or in consequence of any improper execution of the work or act of omission or use of inferior materials by said Contractor, or his or its agents, servants, or employees and shall protect and save the Oklahoma City Water Utilities Trust and the City of Oklahoma City harmless from all suits and claims of infringement or alleged infringement of patent rights or processes, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligation of this bond.

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

ATTEST:

Karen Pittman
Secretary-Witness

Krapff-Reynolds Construction Company
Contractor

By: *Jim I. Krapff*
President/Partner/Manager/Owner/Agent



ATTEST:

Becky Killman
Secretary-Witness Becky Killman

Travelers Casualty and Surety Company of America
Surety

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



REVIEWED and **APPROVED** by the Oklahoma City Water Utilities Trust this 30TH day of JANUARY, 2024.

ATTEST:
TRUST

Amy K. Simpson
SECRETARY



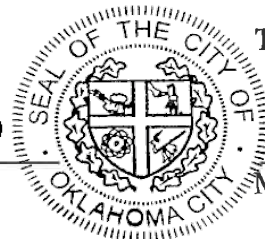
OKLAHOMA CITY WATER UTILITIES

Jim I. Krapff
VICE-CHAIRMAN

CONCURRED by the Council for The City of Oklahoma City this 13TH day of FEBRUARY, 2024.

ATTEST:

Amy K. Simpson
CITY CLERK



THE CITY OF OKLAHOMA CITY

David Holt
MAYOR

REVIEWED for form and legality.

Frank Green
Assistant Municipal Counselor

MAINTENANCE BOND

Bond No: 107866852

KNOWN ALL MEN BY THESE PRESENTS:

That We, Krapff-Reynolds Construction Company, as Contractor, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the Oklahoma City Water Utilities Trust in the full and just sum of One Million One Hundred Forty-Three Thousand Seven Hundred Eighteen and No/100 Dollars (\$1,143,718.00), such sum being equal to the contract price for a period of two (2) years for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, joint and severally, firmly by these presents.

The conditions of this obligation are such that said Contractor has entered into a contract with the OKLAHOMA CITY WATER UTILITIES TRUST, dated this 30TH day of JANUARY, 2024, and has agreed to construct: Project No. SC-1104, Sanitary Sewer Rehabilitation, NW 19th Street To NW 16th Street between North Independence Avenue and Drexel Boulevard, all in compliance with the plans and specifications therefore, made a part of said contract and on file in the Office of the City Clerk of the CITY OF OKLAHOMA CITY as the Secretary of the OKLAHOMA CITY WATER UTILITIES TRUST; and to maintain the said improvement in the amounts set forth above against any failure due to workmanship or material for a period of two (2) years from the date of final formal acceptance of the Project by the OKLAHOMA CITY WATER UTILITIES TRUST.

NOW, THEREFORE, if said Contractor shall pay or cause to be paid to the Trust, all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work occurring within a period of two (2) years from and after final formal acceptance of said Project by the OKLAHOMA CITY WATER UTILITIES TRUST, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further agreed that if the said Contractor or Surety herein shall fail to maintain said improvements against any failure due to defective material and/or workmanship for a period of two (2) years and at any time repairs shall be necessary that the cost of making said repairs shall be determined by the OKLAHOMA CITY WATER UTILITIES TRUST, or some person or persons designated by it to ascertain the same, and if, upon thirty (30) days notice, the amount ascertained shall not be paid by the Contractor or Surety herein, or if the necessary repairs are not made, said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any court of competent jurisdiction. And that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or

repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this bond as the condition of the improvements may require.

It is further expressly agreed and understood by the parties hereto that no amendment to said contract and no deviations from or alteration or changes to the plans or specifications for the project shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

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

Executed this _____ day of _____, 2024, *by the Contractor*.

ATTEST:



Secretary / Witness

Krapff-Reynolds Construction Company
(Contractor)


President/Partner/Manager/Owner/Agent




ATTEST:



Secretary / Witness Becky Killman

Travelers Casualty and Surety Company of America
(Surety)


Attorney-in-Fact/Agent Deborah L. Raper



REVIEWED and **APPROVED** by the Oklahoma City Water Utilities Trust this 30TH day of
JANUARY, 2024.

ATTEST:
TRUST

OKLAHOMA CITY WATER UTILITIES

Amy K. Simpson
SECRETARY



[Signature]
CHAIRMAN

CONCURRED by the Council for The City of Oklahoma City this 13TH day of
FEBRUARY, 2024.

ATTEST:

THE CITY OF OKLAHOMA CITY

Amy K. Simpson
CITY CLERK



David Holt
MAYOR

REVIEWED for form and legality.

[Signature]
Assistant Municipal Counselor



**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 **Deborah L. Raper** 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 _____ day of _____, 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.**



KRAPCON-01

RBOST

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/12/2024

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

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

PRODUCER Rich & Cartmill, Inc. 9401 Cedar Lake Avenue Oklahoma City, OK 73114	CONTACT NAME: Ruth Bost	
	PHONE (A/C, No, Ext): (405) 418-8629 FAX (A/C, No):	
	E-MAIL ADDRESS: rbost@rcins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Valley Forge Ins Co	20508
INSURED Krapff-Reynolds Construction Co. 2400 NE 4th Street Oklahoma City, OK 73117	INSURER B : Continental Ins Co	35289
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		7036740660	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GENERAL AGGREGATE \$ 2,000,000						
	PRODUCTS - COMP/OP AGG \$ 2,000,000						
							\$
A	X AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7036740870	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7036740593	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$ 1,000,000
							Prod Comp Ops \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7036726175	3/1/2023	3/1/2024	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

re: Project # SC-1104 Sanitary Sewer Rehabilitation, NW 19th St to NW 16th St between Independence Ave and Drexel Blvd.

See attached policy forms/endorsements for coverage requirements.

30 Days Notice of Cancellation applies for General Liability, Auto Liability and Workers Compensation, except for Non-Payment of Premium when Required by Written Contract.

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF NONDISCRIMINATION

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

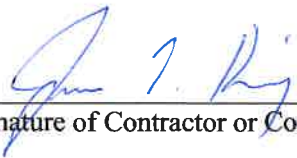
- A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Contractor shall take affirmative action to ensure that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

Krapff-Reynolds Construction Company

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



Signature of Contractor or Contractor's Authorized Agent

James L. King, 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
Construction of Public Improvements or otherwise in the Bidding Documents.

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

Project No. SC-1104 Sanitary Sewer Rehabilitation

<u>Krapff-Reynolds Construction Co.</u>	<u>405-733-9682</u>	<u>jking@krapff-reynolds.com</u>
Company Name	Phone	Email

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

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

Submit form to ocwut-support@okc.gov with the executed contract and separately to LBU@okc.gov.

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

1. Name of Subcontractor Business Hale & Associates Survey Company, Inc.
 - a. Name of contact person Charlie Allen
 - b. Email callen@aeswins.com
 - c. Phone number 405-840-9901
 - d. Type of work performed Construction Survey and Staking
 - e. Estimated dollar amount for contracted work \$3,150.00
 - f. LBU status (check if known) ☐ Registered ☐ Not Registered

2. Name of Subcontractor Business Action Safety Supply, Co. LLC
 - a. Name of contact person Courtlan Harris
 - b. Email courtlanharris@actionsafetysupply.com
 - c. Phone number 405-787-2244
 - d. Type of work performed Traffic Control
 - e. Estimated dollar amount for contracted work \$4,675.00
 - f. LBU status (check if known) ☐ Registered ☐ Not Registered

3. Name of Subcontractor Business L R Toby Trucking
 - a. Name of contact person Sherry Toby
 - b. Email sherry@lrbtoby.com
 - c. Phone number 405-681-2678
 - d. Type of work performed Aggregate Transportation
 - e. Estimated dollar amount for contracted work \$625.00
 - f. LBU status (check if known) ☐ Registered ☐ Not Registered

USE ADDITIONAL PAGES AS NEEDED

4. Name of Subcontractor Business _____
- a. Name of contact person _____
 - b. Email _____
 - c. Phone number _____
 - d. Type of work performed _____
 - e. Estimated dollar amount for contracted work _____
 - f. LBU status (check if known) ☐ Registered ☐ Not Registered

5. Name of Subcontractor Business _____
- a. Name of contact person _____
 - b. Email _____
 - c. Phone number _____
 - d. Type of work performed _____
 - e. Estimated dollar amount for contracted work _____
 - f. LBU status (check if known) ☐ Registered ☐ Not Registered

6. Name of Subcontractor Business _____
- a. Name of contact person _____
 - b. Email _____
 - c. Phone number _____
 - d. Type of work performed _____
 - e. Estimated dollar amount for contracted work _____
 - f. LBU status (check if known) ☐ Registered ☐ Not Registered

7. Name of Subcontractor Business _____
- a. Name of contact person _____
 - b. Email _____
 - c. Phone number _____
 - d. Type of work performed _____
 - e. Estimated dollar amount for contracted work _____
 - f. LBU status (check if known) ☐ Registered ☐ Not Registered

8. Name of Subcontractor Business _____
- a. Name of contact person _____
 - b. Email _____
 - c. Phone number _____
 - d. Type of work performed _____
 - e. Estimated dollar amount for contracted work _____
 - f. LBU status (check if known) ☐ Registered ☐ Not Registered