

CONTRACT
Project # PM-0303
Utility Cut Street Repairs

THIS CONTRACT by and between The City of Oklahoma City, referred to in the Bidding Documents and herein as "Awarding Public Agency", and Arroyos Concrete LLC, hereinafter termed "Contractor" is made and entered into on the date approved by the Awarding Public Agency.

WITNESSETH:

WHEREAS, the Awarding Public Agency has caused to be prepared certain Bidding Documents; has caused Notice to Bidders; and has received bids for the above Project; and,

WHEREAS, Contractor, in response to said Notice to Bidders, has submitted to Awarding Public Agency a bid; in accordance with the Bidding Documents; and

WHEREAS, the Awarding Public Agency has determined Contractor to be the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project for the sum of: Four Million Dollars (\$ 4,000,000.00)

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 Project in strict accordance with the Contract Documents, including but not limited to the Bidding Documents, "Standard Specifications for Construction of Public Improvements," any Special Provisions, schedules and plans approved by the Awarding Public Agency, and Contractor's bid, all of which documents are on file in the Office of the City Clerk of The City of Oklahoma City and are made a part of this Contract as fully as if the same were herein set out at length, with the following alternates and/or deletions: (if none, so state) None.

2. The Awarding Public Agency shall make payments to the Contractor in the following manner: On or about the first day of each month, the City Engineer or designee will review estimates of the value, based on Contract prices and/or schedule of values of work done and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The Contractor shall furnish to the City Engineer or designee such detailed information as requested.

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

3. On completion of the Project, but prior to the acceptance thereof by the Awarding Public Agency, it shall be the duty of the City Engineer or designee to determine that said work has been

completely and fully performed in accordance with said Contract Documents, and upon making such determination, make a final certificate to the Awarding Public Agency. The Contractor shall furnish proof that all claims and obligations incurred by the Contractor in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds for payment of the final estimate to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid and the same shall be in full for all claims of every kind and description said Contractor may have by reason of having entered into or arising out of this Contract.

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

ATTEST:

Maria Marin
(Secretary-Witness)

Contractor: Arroyo's Concrete LLC

By: [Signature]

As: Manager



REVIEWED for form and legality.

[Signature]

Assistant Municipal Counselor

APPROVED by The City of Oklahoma City this 3RD day of DECEMBER, 20 24.

ATTEST:

Amy K. Simpson
City Clerk



The City of Oklahoma City

[Signature] David Holt

MAINTENANCE BOND**Project PM-0303****Utility Cut Street Repairs****KNOW ALL MEN BY THESE PRESENTS:**

That we Arroyos Concrete LLC, as Contractor, and RLI Insurance Company, as Surety, are severally and jointly held and firmly bound unto The City of Oklahoma City, referred to in the Bidding Documents and herein as "Awarding Public Agency" in the sum of Four Million Dollars (\$ 4,000,000.00), 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 the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project, which Contract is hereby made a part and parcel of this Bond as if literally written herein.

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

It is further agreed that if the said Contractor or Surety herein shall fail to maintain said Project and work against any failure due to defective workmanship and/or material for a period of Two (2) years and at any time repairs shall be necessary that the cost of making said repairs shall be determined by the Awarding Public Agency or its designees to ascertain the same, and if, upon thirty (30) days of notice, the said amount ascertained shall not be paid by the Contractor or Surety herein, or if the necessary repairs are not made, the said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction. And that the amount so determined shall be conclusive upon the parties as to the amount due on this

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

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the Surety or the Contractor, or either of them, from the obligations of this Bond.

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

ATTEST:

Maria Marin
(Secretary-Witness)

ATTEST:

[Signature]
(Secretary-Witness)

Contractor: Arroyo's Concrete, LLC

By: [Signature]
As: Manager

Surety: RLI Insurance Company

By: [Signature]
As: Attorney-in-Fact

REVIEWED for form and legality.

[Signature]
Assistant Municipal Counselor



APPROVED by The City of Oklahoma City this 3RD day of DECEMBER, 20 24.

ATTEST:

Amy K. Simpson
City Clerk



David Holt

STATUTORY BOND**Project PM-0303****Utility Cut Street Repairs****KNOW ALL MEN BY THESE PRESENTS:**

That we Arroyos Concrete LLC, as Contractor, and RLI Insurance Company, as Surety, are severally and jointly held and firmly bound unto the State of Oklahoma and the subcontractors, suppliers, and materialmen of the Contractor in the sum of Four Million Dollars (\$ 4,000,000.00), 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 the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project, which Contract is hereby made a part and parcel of this Bond as if literally written herein.

NOW, THEREFORE, if said Contractor shall fail or neglect to pay all indebtedness incurred by said Contractor to its subcontractors, suppliers and materialmen who perform work or provided labor, materials, machinery, supplies and equipment in the performance of the Contract, within thirty (30) calendar days after the same becomes due and payable, the person, entity or corporation entitled thereto may sue and recover on this Bond, the amount so due and unpaid up to the amount of this Bond. Upon payments of all indebtedness due said subcontractors, suppliers and materialmen on this Project, this Bond shall become fully satisfied.

IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD by the parties hereto that no changes or alterations in said Contract and no deviations from the Bidding Documents and the Contract shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

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

ATTEST:

Maria Marin
(Secretary-Witness)

Contractor: Arroyo's Concrete, LLC

By: Uro Arroyo

As: Manager

Surety: RLI Insurance Company



ATTEST:

[Signature]
(Secretary-Witness)

By: Amy Winters

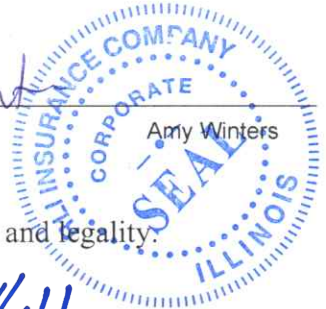
As: Attorney-in-Fact

Amy Winters

REVIEWED for form and legality.

[Signature]

Assistant Municipal Counselor



APPROVED by The City of Oklahoma City this 3RD day of DECEMBER, 20 24.

ATTEST:

Amy K. Simpson
City Clerk



David Holt

PERFORMANCE BOND**Project PM-0303****Utility Cut Street Repairs****KNOW ALL MEN BY THESE PRESENTS:**

That we Arroyos Concrete LLC, as Contractor, and RLI Insurance Company, as Surety, are severally and jointly held and firmly bound unto The City of Oklahoma City, referred to in the Bidding Documents and herein as "Awarding Public Agency" in the sum of Four Million Dollars (\$4,000,000.00), 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 the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project, which Contract is hereby made a part and parcel of this Bond as if literally written herein.

NOW, THEREFORE, if the Contractor shall fully and faithfully execute the work and perform said contract according to its terms, conditions, and covenants, and in exact accordance with the Bidding Documents and the Contract Documents, and according to certain plans and specifications heretofore made, adopted, and placed on file in the Office of the City Clerk of The City of Oklahoma City, and shall promptly pay or cause to be paid, all labor, material, equipment and/or repairs and all labor performed on said work, whether by subcontract or otherwise, and shall protect and save harmless the Awarding Public Agency and The City of Oklahoma City and all interested property owners against all claims, demands, causes of action, losses or damage, and expense to life or property suffered or sustained by any person, firm, or corporation by reason of negligence of the Contractor or his or its agents, servants, or employees in the construction or provision of said work, or by or in consequence of any improper execution of the work or act of omission or use of inferior materials by said Contractor, or his or its agents, servants, or employees and shall protect the Awarding Public Agency and The City of Oklahoma City harmless from all suits and claims of infringement or alleged infringement of patent rights or processes, then this obligation shall be void; otherwise, this obligation shall remain in full force

and effect.

IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

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

ATTEST:

Maria Marin
(Secretary-Witness)

Contractor: Arroyo's Concrete, LLC

By: Ueno C...

As: Manager



ATTEST:

[Signature]
(Secretary-Witness)

Surety: RLI Insurance Company

By: Amy Winters
As: Attorney-in-Fact



REVIEWED for form and legality:

Chris Hall
Assistant Municipal Counselor

APPROVED by The City of Oklahoma City this 3RD day of DECEMBER, 20 24.

ATTEST:

Amy K. Simpson
City Clerk



David Holt



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2024

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 Summit Insurance Services PO Box 6094 Moore, OK 73153	CONTACT NAME: Jason Clements PHONE (A/C, No, Ext): 405-701-0633 E-MAIL ADDRESS: Jason@SummitInsures.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: American Mercury Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 16810
INSURED Arroyo's Concrete LLC 1233 SW 41st St Oklahoma City, OK 73109		

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA350000008684	02/08/2024	02/08/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

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

Project #PM-0303
Utility Cut Street Repairs

The City of Oklahoma City is an additional insured with respect to General Liability arising out of the project or event. The City of Oklahoma City is a loss payee on valuable papers of insurance. 30 day notice of cancellation applies except 10 days for non-payment.

CERTIFICATE HOLDER**CANCELLATION**

The City of Oklahoma City and its beneficiary trusts
420 W. Main St, Suite 400
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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/14/2024

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 Secure Insurance Group 136 Thompson Drive Norman OK 73069	CONTACT NAME: Mickey Mann PHONE (A/C, No, Ext): 405-364-2554 FAX (A/C, No): 405-241-5493 E-MAIL ADDRESS: mickey@mannandassociates.net
INSURED Arroyo's Concrete LLC 1233 SW 41st Street Oklahoma City OK 73109	INSURER(S) AFFORDING COVERAGE INSURER A: Kinsale Insurance Company INSURER B: American Mercury Insurance Company INSURER C: CompSOURCE Mutual 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 INSR (INSR WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	0100315179-0	07/30/2024	07/30/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA350000008684	02/08/2024	02/08/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	0100315215-0	07/30/2024	07/30/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		03299751 24 1	06/01/2024	06/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

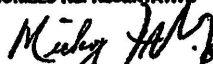
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Concrete Contractor
Project #PM-0303
Utility Cut Street Repairs

The City of Oklahoma City is an additional insured with respect to General Liability arising out of the project or event. The City of Oklahoma City is a loss payee on valuable papers of insurance. 30 day notice of cancellation applies except 10 days for non-payment.

CERTIFICATE HOLDER

CANCELLATION

The City of Oklahoma City and its beneficiary trusts 420 W Main Street Suite 400 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 
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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.**

Arroyo's Concrete LLC
Name of Individual, Partnership, Limited Liability
Company, or Corporation hereinafter called Bidder

Ueno Cuenzo
Signature of Bidder or Authorized Agent

Veronica Arroyo Manager
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.

THE CITY OF OKLAHOMA CITY

PUBLIC CONSTRUCTION PROJECT SUBCONTRACTING PLAN & 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 City Engineer until the affidavit is received.

The undersigned, of lawful age, being first duly sworn on oath, affirms and states that the Bidder has the authority to execute this Public Construction Project Subcontracting Plan. The bidder further states that they understand the resolution creating the Small, Disadvantaged, Minority and Woman-owned Subcontracting Program adopted by the City 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, minority, disadvantaged and women owned businesses in an effort to utilize their services in conjunction with Project Number PM-1303.

We as a company pride ourselves on our commitment
to DBE companies.

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, minority, disadvantaged and women owned businesses are made aware of and given the opportunity to submit bids for sub-contracting on publicly funded projects.

Our long established relationships and project history
with other DBE's throughout the years has placed us in an ex-
cellent position regarding quality, reliable and consistent DBE
subs. Our internal policy is to contact and share the project details,
with the expectation of receiving a bid, from a minimum of two
DBE companies as it relates to the service they would be providing.

A Notice to Proceed for the project listed above will not be issued by the City Engineer until this document is completed and returned to the Public Works department. The document must be completed and signed by the Contractor, and notarized, dated and completed by the Notary Public.

Arroyo's Concrete, LLC

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

Veronica Arroyo

Signature of Contractor or Authorized Agent

Veronica Arroyo Manager

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 15th day of November,

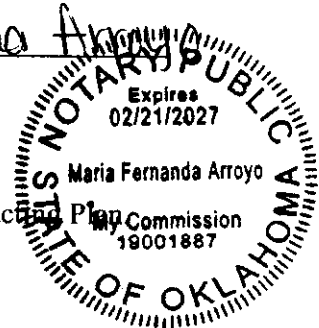
2024, by Veronica Arroyo as the above named Contractor or Contractor's
Authorized Agent.

Maria Fernanda Arroyo
Notary Public

My Commission expires 02/21/2027

My Commission number 19001887

This Affidavit is required to be submitted with the Contractors' Subcontractor Plan Commission



POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Barry Herring, Amy Winters, Neleigh Herring, jointly or severally

in the City of Chandler, State of Oklahoma its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 1st day of November, 2024.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Eric Raudins

Eric Raudins

Sr. Vice President

State of Illinois
County of Peoria

} SS

On this 1st day of November, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott

Jill A. Scott

Notary Public



JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 1st day of November, 2024.

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick

Jeffrey D. Fick

Corporate Secretary

