

**CONTRACT**

Project No. **WC-1041**

Project Name - **Waterline Replacements**

**THIS CONTRACT** is made and entered into this 27TH day of AUGUST, 2024, by and between the **Oklahoma City Water Utilities Trust**, referred to in the Bidding Documents and herein as "Awarding Public Agency", and **Southwest Water Works, LLC**, hereinafter termed "Contractor".

**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: **One Million Two Hundred Ninety-Six Thousand Five Hundred Sixty Dollars and 00/100. (\$1,296,560.00)**.

**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 the City Engineer or designee such detailed

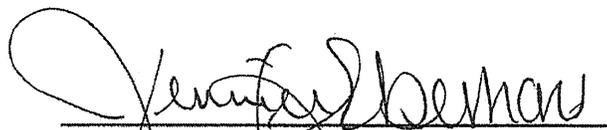
information as requested.

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

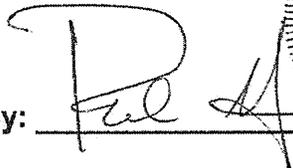
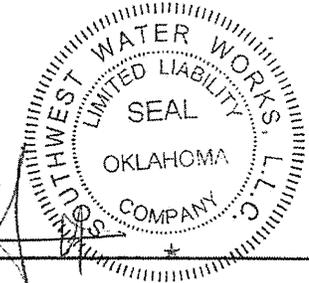
3. On completion of the Project, but prior to the acceptance thereof by the Awarding Public Agency, it shall be the duty of the City Engineer or designee to determine that said work has been completely and fully performed in accordance with said Contract Documents, and upon making such determination, 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 Joint Contract to be executed the day and year first above written.

ATTEST:

  
\_\_\_\_\_  
SECRETARY (Witness)

CONTRACTOR

By:  \_\_\_\_\_  


As: Managing Member

REVIEWED for form and legality.

  
\_\_\_\_\_  
ASSISTANT MUNICIPAL COUNSELOR

APPROVED by the Oklahoma City Water Utilities Trust this 27TH day of AUGUST, 2024.

ATTEST:

OKLAHOMA CITY WATER UTILITIES TRUST

Amy K Simpson  
SECRETARY



John D. Couch  
CHAIRMAN

CONCURRED by the Council for The City of Oklahoma City this 10TH day of SEPTEMBER, 2024.

ATTEST:

CITY OF OKLAHOMA CITY

Amy K Simpson  
CITY CLERK



David Holt

**PERFORMANCE BOND**

Bond No: 9459445

**KNOW ALL MEN BY THESE PRESENTS:**

That we Southwest Water Works, LLC, as Contractor, and Fidelity and Deposit Company of Maryland, as Surety, are severally and jointly held and firmly bound unto the Oklahoma City Water Utilities Trust, referred to in the Bidding Documents and herein as "Awarding Public Agency" in the sum of One Million Two Hundred Ninety-Six Thousand Five Hundred Sixty Dollars and 00/100, (\$1,296,560.00), 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

**Project WC-1041**

**00 61 11**

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.

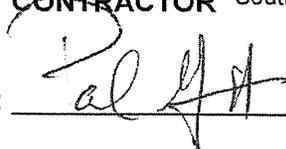
**IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD** by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

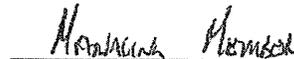
**IN WITNESS WHEREOF**, the said Contractor has caused these presents to be executed in its name by its duly authorized officer, agent or representative; and the said Surety has caused these presents by its attorney-in-fact duly authorized so to do.

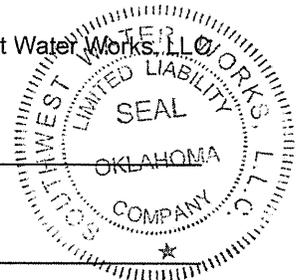
**ATTEST:**

  
\_\_\_\_\_  
(Secretary/Witness)

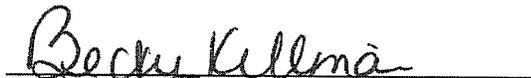
**CONTRACTOR** Southwest Water Works, L.L.C.

By:   
\_\_\_\_\_

As:   
\_\_\_\_\_



**ATTEST:**

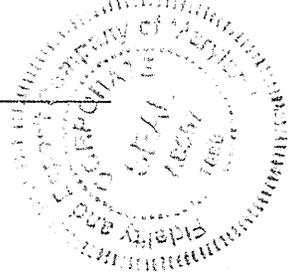
  
\_\_\_\_\_  
(Secretary/Witness) Becky Killman

**SURETY** Fidelity and Deposit Company of Maryland

By:   
\_\_\_\_\_  
Attorney in Fact Deborah L. Raper

**REVIEWED** for form and legality.

  
\_\_\_\_\_  
ASSISTANT MUNICIPAL COUNSELOR



APPROVED by the Oklahoma City Water Utilities Trust this 27TH day of AUGUST, 2024.

ATTEST:

OKLAHOMA CITY WATER UTILITIES TRUST

Amy K Simpson  
SECRETARY



John D. Cook  
CHAIRMAN

CONCURRED by the Council for The City of Oklahoma City this 10TH day of SEPTEMBER, 2024.

ATTEST:

CITY OF OKLAHOMA CITY

Amy K Simpson  
CITY CLERK



David Holt  
MAYOR

**KNOW ALL MEN BY THESE PRESENTS:**

That we **Southwest Water Works, LLC**, as Contractor, and **Fidelity and Deposit Company of Maryland**, 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 **One Million Two Hundred Ninety-Six Thousand Five Hundred Sixty Dollars and 00/100, (\$1,296,560.00)**, 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 payment 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.

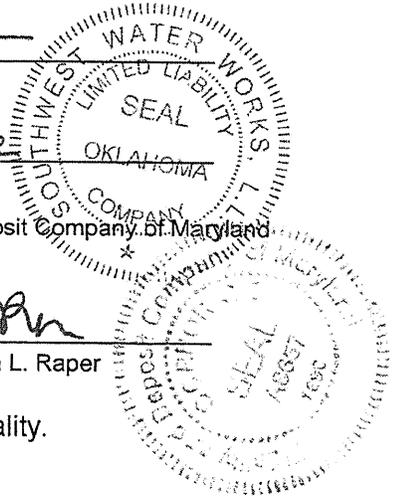
ATTEST:

Jennifer Skennett  
(Secretary/Witness)

CONTRACTOR Southwest Water Works, LLC

By: Paul A. [Signature]

As: MANAGING MEMBER



ATTEST:

Becky Killman  
(Secretary/Witness) Becky Killman

SURETY Fidelity and Deposit Company of Maryland

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

REVIEWED for form and legality.

Patricia Mann  
ASSISTANT MUNICIPAL COUNSELOR

APPROVED by the Oklahoma City Water Utilities Trust this 27TH day of AUGUST, 2024.

ATTEST:

Amy K. Simpson  
SECRETARY

OKLAHOMA CITY WATER UTILITIES TRUST

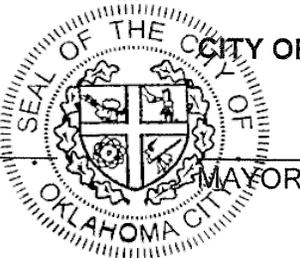


[Signature]  
CHAIRMAN

CONCURRED by the Council for The City of Oklahoma City this 10TH day of SEPTEMBER, 2024.

ATTEST:

Amy K. Simpson  
CITY CLERK



CITY OF OKLAHOMA CITY

David Holt  
MAYOR

**MAINTENANCE BOND****KNOW ALL MEN BY THESE PRESENTS:**

That we **Southwest Water Works, LLC.**, as Contractor, and **Fidelity and Deposit Company of Maryland**, as Surety, are severally and jointly held and firmly bound unto the **Oklahoma City Water and Utilities Trust** referred to in the Bidding Documents and herein as "Awarding Public Agency" in the sum of **One Million Two Hundred Ninety-Six Thousand Five Hundred Sixty Dollars and 00/100, (\$1,296,560.00)**, 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) year(s) 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) year(s) 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

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:**

  
(Secretary/Witness)

**CONTRACTOR** Southwest Water Works, LLC

By:

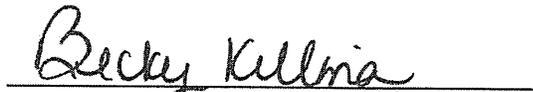


As:

Manning Member

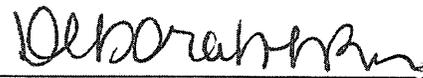


**ATTEST:**

  
(Secretary/Witness) Becky Killman

**SURETY**

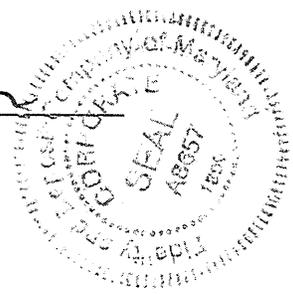
By:

  
Attorney in Fact Deborah L. Raper

**REVIEWED** for form and legality.



ASSISTANT MUNICIPAL COUNSELOR



APPROVED by the Oklahoma City Water Utilities Trust this 27TH day of AUGUST, 2024.

ATTEST:

OKLAHOMA CITY WATER UTILITIES TRUST

Amy K. Simpson  
SECRETARY



[Signature]  
CHAIRMAN

CONCURRED by the Council for The City of Oklahoma City this 10TH day of SEPTEMBER, 2024.

ATTEST:

CITY OF OKLAHOMA CITY

Amy K. Simpson  
CITY CLERK



David Holt  
MAYOR

**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

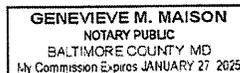
By: *Dawn E. Brown*  
Secretary

**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](http://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.

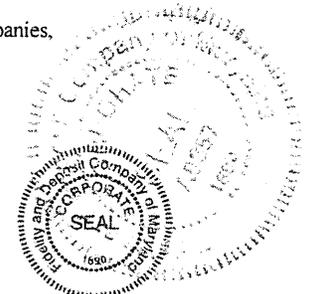
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

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 \_\_\_\_\_ day of \_\_\_\_\_, 2024.



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](http://bondvalidator.zurichna.com) or 410-559-8790

1299 Zurich Way  
Schaumburg, IL 60196-1056  
[reportsfclaims@zurichna.com](mailto:reportsfclaims@zurichna.com)

800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

NOTARY STATEMENT

STATE OF Oklahoma )  
COUNTY OF Oklahoma ) §

I, Deborah L. Raper, a Notary Public in and for said County and State, do hereby certify that on this 14th day of August, 2024, Travis E. Brown personally known to me to be the same person and official who executed the above foregoing instrument as Agent, appeared before me in person and acknowledged that, as such official, he/she executed the above instrument as his/her free and voluntary act on behalf of Rich & Cartmill, Inc. pursuant to authority conferred and for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last above written.

Deborah L. Raper  
Notary Public

11006695  
Notary Commission Number



My Commission Expires:

7/22/2027  
(Seal)

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

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

\_\_\_\_\_  
Company Name Phone Email

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

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

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

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

SELF PERFORM ALL WORK  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

USE ADDITIONAL PAGES AS NEEDED

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

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

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

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

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

**Certificate of Non-Discrimination**

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, a copy of this Certificate of Nondiscrimination.

B. In the event of the Contractor's noncompliance with this Nondiscrimination Certificate, the Contract may be canceled, terminated or suspended by the Awarding Public Agency. The Contractor may be declared by the Awarding Public Agency ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Contractor and/or Subcontractors.

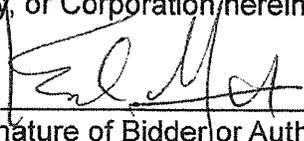
C. The Contractor agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Contract.

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.**

**Southwest Water Works, LLC**

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

  
\_\_\_\_\_  
Signature of Bidder or Authorized Agent.

Paul Matthews- Managing Member  
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.

