

CONTRACT
Project # MP-0629

Bricktown Canal Lighting Improvements
Base Bid and Add Alternates 1, 2, 3, and 4

THIS CONTRACT by and between The City of Oklahoma City, referred to in the Bidding Documents and herein as "Awarding Public Agency", and Wynn Construction Co., Inc., 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: One Million One Hundred Forty-Six Thousand and 00/100 Dollars (\$1,146,000.00)

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:

Contractor: Wynn Construction Co., Inc.

Madison Lankford
(Secretary-Witness)
Madison Lankford - Corporate Secretary

By: Ricky Thompson
As: Ricky Thompson - Vice President



REVIEWED for form and legality.

Craig B Keith
Assistant Municipal Counselor

APPROVED by The City of Oklahoma City this 19TH day of NOVEMBER, 20 24.

ATTEST:

Amy K Simpson
City Clerk



David Holt

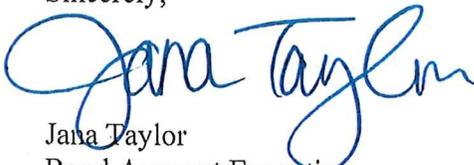
October 25, 2024

To Whom It May Concern:

Please note that the Bonds and Powers of Attorney remain undated at this time since the Contract has not been fully executed. Upon execution of the Contract, please date the Bonds and Powers of Attorney with the same date as the Contract. Please forward a copy of the dated Contract and a copy of dated and executed bonds for our records at the below email or mailing address.

If you have any questions or need additional information, please let us know.

Sincerely,



Jana Taylor
Bond Account Executive
PH: (405) 556-2267
Email: jana.taylor@insurica.com

Enclosures

PERFORMANCE BOND

Project # MP-0629

Bricktown Canal Lighting Improvements

Base Bid and Add Alternates 1, 2, 3, and 4

Bond No.: 30224486

KNOW ALL MEN BY THESE PRESENTS:

That we Wynn Construction Co., Inc., as Contractor, and Western Surety 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 One Million One Hundred Forty-Six Thousand and 00/100 Dollars (\$1,146,000.00), 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:

Contractor: Wynn Construction Co., Inc.

Madison Lankford
(Secretary-Witness)
Madison Lankford - Corporate Secretary

By: Ricky Thompson
As: Vice President, Ricky Thompson



ATTEST:

Surety: Western Surety Company

Danielle Furman
(Secretary-Witness) Danielle Furman

By: Jana M. Taylor
As: Attorney-in-Fact, Jana M. Taylor

REVIEWED for form and legality.

Craig B Keith
Assistant Municipal Counselor

APPROVED by The City of Oklahoma City this 19TH day of NOVEMBER, 20 24.

ATTEST:

Amy K. Simpson
City Clerk



David Holt

STATUTORY BOND

Project # MP-0629

Bricktown Canal Lighting Improvements

Base Bid and Add Alternates 1, 2, 3, and 4

Bond No.: 30224486

KNOW ALL MEN BY THESE PRESENTS:

That we Wynn Construction Co., Inc., as Contractor, and Western Surety 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 One Million One Hundred Forty-Six Thousand and 00/100 Dollars (\$1,146,000.00), 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:

Madison Lankford
(Secretary-Witness)

Madison Lankford - Corporate Secretary

ATTEST:

Danielle Furman
(Secretary-Witness) Danielle Furman

Contractor: Wynn Construction Co., Inc.

By: Ricky Thompson

As: Vice President, Ricky Thompson

Surety: Western Surety Company

By: Jana M. Taylor
As: Attorney-in-Fact, Jana M. Taylor



REVIEWED for form and legality.

Craig Keith
Assistant Municipal Counselor

APPROVED by The City of Oklahoma City this 19TH day of NOVEMBER, 20 24.

ATTEST:

Amy K Simpson
City Clerk



David Holt

MAINTENANCE BOND

Project # MP-0629

Bricktown Canal Lighting Improvements

Base Bid and Add Alternates 1, 2, 3, and 4

Bond No.: 30224486

KNOW ALL MEN BY THESE PRESENTS:

That we Wynn Construction Co., Inc., as Contractor, and Western Surety 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 One Million One Hundred Forty-Six Thousand and 00/100 Dollars (\$1,146,000.00), 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:

Contractor: Wynn Construction Co., Inc.

Madison Lankford
(Secretary-Witness)

Madison Lankford - Corporate Secretary

By: Ricky Thompson

As: Vice President, Ricky Thompson



ATTEST:

Surety: Western Surety Company

Danielle Furman
(Secretary-Witness)

Danielle Furman

By: Jana M. Taylor
As: Attorney-in-Fact, Jana M. Taylor

REVIEWED for form and legality.

Craig Keith
Assistant Municipal Counselor

APPROVED by The City of Oklahoma City this 19TH day of NOVEMBER, 20 24.

ATTEST:

Amy K. Simpson
City Clerk



David Holt

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John G Hester, David Dutton, Michael F Ross, Jeffrey J Burton, Dillon B Rosenhamer, Jana M Taylor, Carrie J True, Cassidy Scott, Lantz A Shetley, Individually

of Oklahoma City, OK, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of August, 2024.



WESTERN SURETY COMPANY

Larry Kasten

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 22nd day of August, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____, 2024.



WESTERN SURETY COMPANY

Paula Kolsrud

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. 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, and 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.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to www.enasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

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.

Ricky Thompson

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



Signature of Bidder or Authorized Agent

Vice President

Type or print name and title of person who signed above



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

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

Project No. Bricktown Canal Lighting Improvements - # MP-0629

Wynn Construction Co., Inc. 405.753.1120 rwthompson@wynnconstruction.com
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 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 Integrated Electric
 - a. Name of contact person Dirk
 - b. Email dirk@integratedok.com
 - c. Phone number 405-280-0844
 - d. Type of work performed Electric
 - e. Estimated dollar amount for contracted work TBD
 - 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

