

CONTRACT

Project MC-0735

Annual Unit Price Roofing Contract

THIS CONTRACT by and between The City of Oklahoma City, referred to in the Bidding Documents and herein as "Awarding Public Agency", and **Oklahoma Roofing and Sheet Metal, 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 in the amount not to exceed: **Three Million Seven Hundred Seventy Eight Thousand Seven Hundred Eighty Five and 20/100 Dollars (3,778,785.20).**

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:

I. 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.

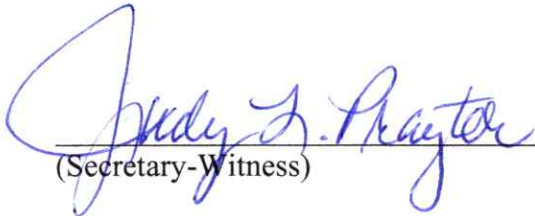
2. The Awarding Public Agency shall make payments to the Contractor in the following manner: On or about the first day of each month, the City Engineer or designee will review estimates of the value, based on Contract prices and/or schedule of values of work done and materials incorporated in the work 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:


(Secretary-Witness)

Contractor:

By: 

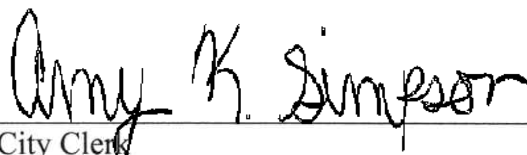
As: PRESIDENT

REVIEWED for form and legality.


Assistant Municipal Counselor

APPROVED by The City of Oklahoma City this 15TH day of AUGUST, 20 23.

ATTEST:


City Clerk



The City of Oklahoma City





OKLAROO-02

LEVANS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/18/2023

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: Diane Shepard	
	PHONE (A/C, No, Ext): (405) 463-7520	FAX (A/C, No):
INSURED Oklahoma Roofing & Sheet Metal, LLC PO Box 96528 Oklahoma City, OK 73143	E-MAIL ADDRESS: dshepard@rcins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: National Fire Ins Co of Hart	NAIC # 20478
	INSURER B: Continental Ins Co	35289
	INSURER C: American Cas Co of Reading PA	20427
	INSURER D: Valley Forge Ins Co	20608
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.

INBR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR INSD	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	X		7015064250	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/POP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY			BUA7012438851	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB						
	<input checked="" type="checkbox"/> EXCESS LIAB			CUE7014771981	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> RETENTION \$ 10,000						
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH)	Y/N		7012442765	5/1/2023	5/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input checked="" type="checkbox"/> Inland Marine			7014938991	5/1/2023	5/1/2024	Leased/Rented \$ 500,000
D	<input checked="" type="checkbox"/> Installation			7014938991	5/1/2023	5/1/2024	All Projects \$ 5,000,000

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

Project: MC-0735

AS REQUIRED BY WRITTEN CONTRACT:

The Certificate Holder is additional insured, with regards to the Commercial General Liability, as afforded by form CNA75079XX.

The Certificate Holder is loss payee, with regards to the Valuable Papers.

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



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Rich & Cartmill, Inc.		NAMED INSURED Oklahoma Roofing & Sheet Metal, LLC PO Box 96628 Oklahoma City, OK 73143	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Policies

Pollution Liability - Columbia Casualty Company

Effective Dates 05/01/2023 - 05/01/2024

Policy # 5099464562

Claims-Made Policy

Each Claim - \$2,000,000

Aggregate Limit - \$2,000,000

Errors and Omissions - Columbia Casualty Company

Effective Dates 05/01/2023 - 05/01/2024

Policy # 5099464562

Claims-Made Policy

Each Claim - \$2,000,000

Aggregate Limit - \$2,000,000

Installation Floater Contains Property at a Temporary Storage Coverage - Limit - \$1,000,000

****Referenced forms are available upon request.

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.***

Oklahoma Roofing & Sheet Metal, LLC
Name of Individual, Partnership, Limited Liability
Company, or Corporation hereinafter called Bidder



Signature of Bidder or Authorized Agent

Ronny Gilbreath - 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. MC-0735

<u>Oklahoma Roofing & Sheet Metal LLC.</u>	<u>405-670-1429</u>	<u>ggoodpasture@okroofing.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 LBU@okc.gov

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

Oklahoma Roofing will self perform most of the roofing work. Oklahoma Roofing will sub contract electrical work, mechanical work and plumbing work that is necessary for the replacement and repairing of roof systems.

1. Name of Subcontractor Business Hardesty Team
 - a. Name of contact person JC Gildwell
 - b. Email jc@hardestyteam.com
 - c. Phone number 405-494-8452
 - d. Type of work performed Mechanical & Plumbing
 - e. Estimated dollar amount for contracted work Unknown
 - f. LBU status (check if known) ☐ Registered ☐ Not Registered

2. Name of Subcontractor Business Jackson Mechanical
 - a. Name of contact person Daniel Mason
 - b. Email danielmason@jmsokc.com
 - c. Phone number 405-305-6369
 - d. Type of work performed Mechanical, Plumbing, Electrical
 - e. Estimated dollar amount for contracted work Unknown
 - f. LBU status (check if known) ☐ Registered ☐ Not Registered

3. Name of Subcontractor Business Patco
 - a. Name of contact person Chris Clark
 - b. Email cclark@patcoelectrical.com
 - c. Phone number 405-677-8578
 - d. Type of work performed Electrical
 - e. Estimated dollar amount for contracted work Unknown
 - f. LBU status (check if known) ☐ Registered ☐ Not Registered

USE ADDITIONAL PAGES AS NEEDED

4. Name of Subcontractor Business Champion Roofing
- a. Name of contact person Mike Cowan
- b. Email mike@championroofingok.com
- c. Phone number 405-841-7883
- d. Type of work performed Shingle and Tile Roofing and Repair
- e. Estimated dollar amount for contracted work Unknown
- 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

NOTARY STATEMENT

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

I, Korina Hoskins, Notary Public in and for said
County and State, do hereby certify that on this 18th day of
July, 20 23, Ronny Gilbreath,
personally known to me to be the same person and official who executed the above and
foregoing instrument as President 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 Oklahoma Roofing & Sheet Metal, LLC pursuant to authority
conferred and for the uses and purposes therein set forth.

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

Korina Hoskins
Notary Public



My commission expires:

12/06/2023

My commission #:

11010936