

CONTRACT
Project # PC-0698/WC-1026 Roadway Widening
SW 149th Street from Santa Fe to Western
Base Bid and Alternates 1 & 2

THIS CONTRACT by and between The City of Oklahoma City, collectively referred to in the Bidding Documents and herein as "Awarding Public Agency", and First Water Contracting 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 Eight Hundred Twenty Seven Thousand Four Hundred Eighty Three Dollars Seventy Five Cents Dollars (\$4,827,483.75)

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.

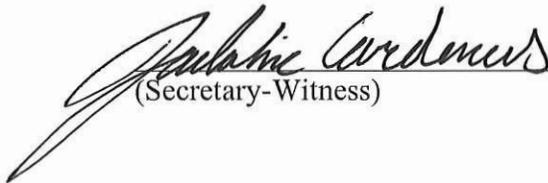
2. The Awarding Public Agency shall make payments to the Contractor in the following manner: On or about the first day of each month, the City Engineer or designee will review estimates of the value, based on Contract prices and/or schedule of values of work done and materials incorporated in the work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

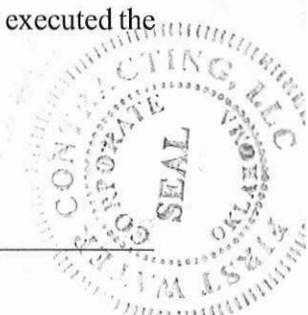
ATTEST:


(Secretary-Witness)

Contractor:

By: 

As: **Greg Homan - President, General Manager**

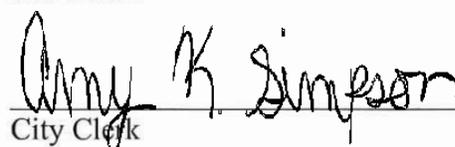


REVIEWED for form and legality.

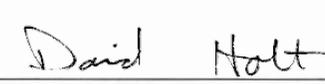

Assistant Municipal Counselor

APPROVED by The City of Oklahoma City this 12TH day of MARCH, 20 24.

ATTEST:

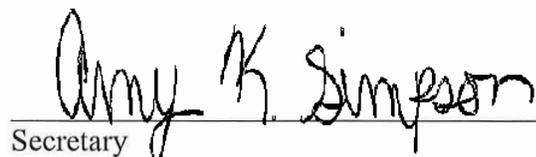

City Clerk



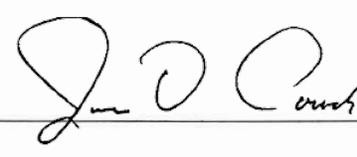

Mayor

CONCURRED by Oklahoma City Water Utilities Trust this 12TH day of MARCH, 20 24.

ATTEST:


Secretary




Chairman

February 22, 2024

The City of Oklahoma City and its participating Trusts
420 West Main, Suite 700
Oklahoma City, OK 73102

RE: First Water Contracting LLC
 Bond #393234K
 Project: PC-0698/WC-1026, Roadway Widening SW 149th Street from Santa Fe
 to Western Base Bid and Alternates 1 & 2

Dear Sir/Madam:

Please let this letter serve as authorization to date the bonds and powers of attorney for the above-captioned bonds. This authority may be extended by you the owner, or to the architect, or their designated representatives.

Should you have any questions, please feel free to call.

Sincerely,



Shelli R. Samsel, Attorney-in-Fact for Westfield Insurance Company



**ADDITIONAL REMARKS SCHEDULE**

| | | | |
|--|-----------------------------|--|--|
| AGENCY Rich & Cartmill, Inc. | | NAMED INSURED First Water Contracting, LLC 2400 SE 15th St Oklahoma City, OK 73129 | |
| 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**

**Description of Operations/Locations/Vehicles:
Deductible: \$10,000**

**Project: PC-0698/WC-1026 Roadway Widening SW 149th Street from Santa Fe to Western Base Bid and Alternates 1 & 2
As required by written contract, subject to policy terms and exclusions, the Certificate Holder is included as an Additional Insured as respects General Liability, Auto Liability and Excess Liability. 30 Day Notice of Cancellation applies to all policies, except for 10 Day Notice of cancellation for non-payment of premium. The Certificate Holder is included as loss payee re: Valuable Papers.**

NOTARY STATEMENT

STATE OF Oklahoma)
) §
COUNTY OF Oklahoma)

I, Michelle D Lunski, a Notary Public in and for said County and State, do hereby certify that on this 21st day of February, 2024, Mark Nowell 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.



Michelle D Lunski
Notary Public

21000443
Notary Commission Number

My Commission Expires:

01/12/2025
(Seal)

PERFORMANCE BOND**Project # PC-0698/WC-1026 Roadway Widening****SW 149th Street from Santa Fe to Western****Base Bid and Alternates 1 & 2****KNOW ALL MEN BY THESE PRESENTS:**

That we First Water Contracting LLC, as Contractor, and Westfield Insurance Company, as Surety, are severally and jointly held and firmly bound unto The City of Oklahoma City, collectively referred to in the Bidding Documents and herein as "Awarding Public Agency" in the sum of Four Million Eight Hundred Twenty Seven Thousand Four Hundred Eighty Three Dollars Seventy Five Cents Dollars (\$4,827,483.75), 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:

Jeslie Valdez
(Secretary-Witness)

Contractor: First Water Contracting LLC

By: [Signature]

As: Greg Homan - President, General Manager

ATTEST:

Brianna Tislow
(Secretary-Witness) Brianna Tislow

Surety: Westfield Insurance Company

By: [Signature]

As: Attorney-in-Fact Shelli R. Samsel

REVIEWED for form and legality.

[Signature]
Assistant Municipal Counselor

APPROVED by The City of Oklahoma City this 12TH day of MARCH, 20 24.

ATTEST:

[Signature]
City Clerk



The City of Oklahoma City

[Signature]

CONCURRED by Oklahoma City Water Utilities Trust this 12TH day of MARCH, 20 24.

ATTEST:

[Signature]
Secretary



Oklahoma City Water Utilities Trust

[Signature]
Chairman

STATUTORY BOND

Project # PC-0698/WC-1026 Roadway Widening

SW 149th Street from Santa Fe to Western

Base Bid and Alternates 1 & 2

KNOW ALL MEN BY THESE PRESENTS:

That we First Water Contracting LLC, as Contractor, and Westfield 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 Eight Hundred Twenty Seven Thousand Four Hundred Eighty Three Dollars Seventy Five Cents Dollars (\$4,827,483.75), 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:

Julie Valdez
(Secretary-Witness)

Contractor: First Water Contracting LLC

By: [Signature]



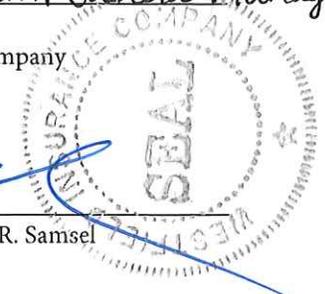
As: Greg Homan - President, General Manager

ATTEST:

Brianna Tislow
(Secretary-Witness)

Surety: Westfield Insurance Company

By: [Signature]
As: Attorney-in-Fact Shelli R. Samsel



REVIEWED for form and legality.

[Signature]
Assistant Municipal Counselor

APPROVED by The City of Oklahoma City this 12TH day of MARCH, 20 24.

ATTEST:

Amy K. Simpson
City Clerk



David Holt

CONCURRED by Oklahoma City Water Utilities Trust this 12TH day of MARCH, 20 24.

ATTEST:

Amy K. Simpson
Secretary



Oklahoma City Water Utilities Trust

[Signature]
Chairman

MAINTENANCE BOND

Project # PC-0698/WC-1026 Roadway Widening

SW 149th Street from Santa Fe to Western

Base Bid and Alternates 1 & 2

KNOW ALL MEN BY THESE PRESENTS:

That we First Water Contracting LLC, as Contractor, and Westfield Insurance Company, as Surety, are severally and jointly held and firmly bound unto The City of Oklahoma City, collectively referred to in the Bidding Documents and herein as "Awarding Public Agency" in the sum of Four Million Eight Hundred Twenty Seven Thousand Four Hundred Eighty Three Dollars Seventy Five Cents Dollars (\$4,827,483.75), 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 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:

Lucie Valdez
(Secretary-Witness)

Contractor: First Water Contracting LLC

By: [Signature]

As: Greg Horman - President, General Manager

ATTEST:

Bianna Tislow
(Secretary-Witness) Brianna Tislow

Surety: Westfield Insurance Company

By: Shelli R. Samsel

As: Attorney-in-Fact Shelli R. Samsel

REVIEWED for form and legality.

[Signature]
Assistant Municipal Counselor

APPROVED by The City of Oklahoma City this 12TH day of MARCH, 20 24.

ATTEST:

Amy K. Simpson
City Clerk



The City of Oklahoma City
David Holt
Mayor

CONCURRED by Oklahoma City Water Utilities Trust this 12TH day of MARCH, 20 24.

ATTEST:

Amy K. Simpson
Secretary



Oklahoma City Water Utilities Trust
[Signature]
Chairman

DEFECT BOND
Project # PC-0698/WC-1026 Roadway Widening
SW 149th Street from Santa Fe to Western
Base Bid and Alternates 1 & 2

KNOW ALL MEN BY THESE PRESENTS:

That we First Water Contracting LLC, as Contractor, and Westfield Insurance Company, as Surety, are severally and jointly held and firmly bound unto The City of Oklahoma City, collectively referred to in the Bidding Documents and herein as "Awarding Public Agency" in the sum of Four Million Eight Hundred Twenty Seven Thousand Four Hundred Eighty Three Dollars Seventy Five Cents Dollars (\$4,827,483.75), 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, should the Contractor, during the term of this Defect Bond, timely and expeditiously repair or replace, or cause to be repaired or replaced, any defective, inferior or non-compliant workmanship, work and material regarding or relating to the Project, and should the Surety, at the end of the term of this Defect Bond, pay, or cause to be paid, to the Awarding Public Agency all damages, losses, costs and expenses which directly or indirectly may result from: (1) the untimely repair or replacement of inferior, non-compliant or defective materials, work and workmanship in connection with said Project; (2) the failure to timely and expeditiously maintain, repair or replace same; and (3) the cost and expense incurred by the Awarding Public Agency of any defective, inferior or non-compliant work, material or workmanship repaired, replaced or maintained, timely and expeditiously, by staff and/or third parties, then this Defect Bond shall terminate at the end of the term provided in the Bidding Documents; otherwise, this Defect Bond shall remain in effect.

The term of this Defect Bond shall commence upon the formal final acceptance of the entire Project by the Awarding Public Agency as fully and totally complete and shall run for (1) the total number of years as provided in the Bidding Documents for this Project ("term of years"); or (2) until all repairs and replacement of defective, inferior or non-compliant materials, work or workmanship, occurring or discovered prior to the termination of this Defect Bond have been completed and all sums due from the Surety and the Contractor therefore have been paid, whichever is later.

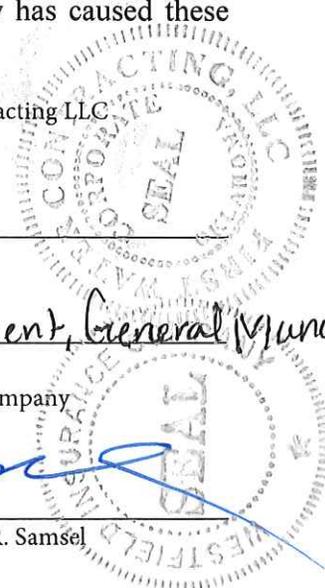
IN WITNESS WHEREOF, the said Contractor has caused these presents to be executed in its name by its duly authorized officer, agent or representative; and the said Surety has caused these presents by its attorney-in-fact duly authorized so to do.

ATTEST:

Julie Valdez
(Secretary-Witness)

Contractor: First Water Contracting LLC

By: [Signature]



As: Gregg Homan - President, General Manager

ATTEST:

Brianna Tislow
(Secretary-Witness) Brianna Tislow

Surety: Westfield Insurance Company

By: [Signature]
As: Attorney-in-Fact Shelli R. Samsel

REVIEWED for form and legality.

[Signature]
Assistant Municipal Counselor

APPROVED by The City of Oklahoma City this 12TH day of MARCH, 20 24.

ATTEST:

Amy K. Simpson
City Clerk



[Signature]
[Signature]

CONCURRED by Oklahoma City Water Utilities Trust on this 12TH day of MARCH, 20 24.

ATTEST:

Amy K. Simpson
Secretary



[Signature]
Chairman

NOTARY STATEMENT

STATE OF Oklahoma)
) §
COUNTY OF Oklahoma)

I, Becky Killman, a Notary Public in and for said County and State, do hereby certify that on this 22nd day of February, 2024, Shelli R. Samsel personally known to me to be the same person and official who executed the above foregoing instrument as Attorney-in-Fact, 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 Westfield Insurance Company 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.



Becky Killman
Notary Public

23004395
Notary Commission Number

My Commission Expires:

03/29/2027
(Seal)

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint TRAVIS E. BROWN, MARK D. NOWELL, DWIGHT A. PILGRIM, VICKI WILSON, AUSTIN K. GREENHAW, CLAYTON HOWELL, SHELLI R. SAMSEL, CAREY KENNEMER, DEBORAH L. RAPER, BECKY KILLMAN, JOINTLY OR SEVERALLY

of OKLAHOMA CITY and State of OK its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 17th day of JANUARY A.D., 2024 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

[Handwritten signature of Gary W. Stumper]

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio ss: County of Medina

On this 17th day of JANUARY A.D., 2024 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



[Handwritten signature of David A. Kotnik]

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio ss: County of Medina

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this day of A.D.,



[Handwritten signature of Frank A. Carrino] Secretary Frank A. Carrino, Secretary

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.

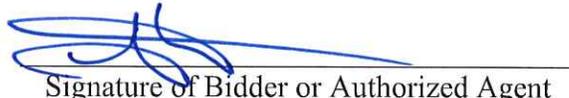
C. The Contractor agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Contract.

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.**

First Water Contracting

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


Signature of Bidder or Authorized Agent

Greg Homan - President, General 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 **PC-0698/WC-1026 Roadway Widening SW 149th Street from Santa Fe to Western**

Potential Subcontractors and vendors are notified via email or phone regarding the specific opportunities relevant to their scope of work.

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.

Qualified subcontractors and vendors that meet the parameter of the resolution and have been utilized in the past are maintained on an internal listing for immediate notification when an opportunity for bid is announced.

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.

First Water Contracting

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

[Handwritten Signature]

Signature of Contractor or Authorized Agent

Greg Homan - President, General 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 21st day of February,
2024, by Greg Homan as the above named Contractor or Contractor's
Authorized Agent.



[Handwritten Signature: Leslie Valdez]
Notary Public

My Commission expires 09/15/2027
My Commission number 23012559

This Affidavit is required to be submitted with the Contractors' Subcontracting Plan.