CONTRACT

THIS CONTRACT AND AGREEMENT, made and entered into this <u>13th</u> day of <u>April</u>, 2021, by and between the OKLAHOMA CITY WATER UTILITIES TRUST, party of the first part, hereinafter termed "Trust" and <u>Wynn Construction Company</u>, Inc., party of the second part, hereinafter termed "Contractor".

WITNESSETH:

WHEREAS, the OKLAHOMA CITY WATER UTILITIES TRUST has caused to be prepared in accordance with law certain specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for: **Project No. SC-1001-3, Draper Lift Station, Draper Water Treatment Plant**, as outlined and set out in the bidding documents and in accordance with the terms and provisions of said contract: and,

WHEREAS, Contractor, in response to said Solicitation for Bids, published in The Journal Record, <u>March 3rd and 10th</u>, 20<u>21</u>, Submitted to Trust in the manner and at the time specified, a sealed proposal in accordance with the terms of this contract; and,

WHEREAS, the Trust in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above named Contractor to be the lowest responsible bidder on the above described project, and has duly awarded this contract to said Contractor for the sum named in the proposal, to wit: <u>One Million Six Hundred Eight Thousand Twenty One and No/100</u> Dollars (<u>\$1,608,021.00</u>).

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 work in strict accordance with this contract and the plans adopted and approved by the OKLAHOMA CITY WATER UTILITIES TRUST, all of which documents are on file in the Office of the City Clerk of the City and are made a part of this contract as fully as if the same were herein set out at length, with the following additions and/or exceptions: (if none, so state) <u>None.</u>

2. The Trust shall make payments to the Contractor in the following manner: On or about the first day of each month, the City Engineer, or other appropriate person, will make accurate estimates of the value, based on contract prices 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

Project No. SC-1001-3

Engineer, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

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

On completion of the work, but prior to the acceptance thereof by the Trust, it shall be the 3. duty of the City Engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said Contract Documents, and upon making such determination, said official shall make his final certificate to the Trust. The Contractor shall furnish proof that all claims and obligations incurred by him 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 in to or arising out of this contract.

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

> *Executed* this 29th March day of

, 2021, by the Contractor.

ATTEST:

(Witness-Secretary) Tyler Bahner - Secretary

Wynn Construction Company, Inc. If Partnership, give name and address of each.

President/Partner/Manager/Owner/Agent Rick Thompson - President



REVIEWED and **APPROVED** by the Oklahoma City Water Utilities Trust this <u>13th</u> day of <u>April</u>, 20<u>21</u>.

ATTEST: OKLAHOMA CITY WATER UTILITIES TRUST NATER our Secretary CHAIRMAN **CONCURRED** by the Council for The City of Oklahoma City this <u>27th</u> day of April____, 20<u>21</u>. ATTEST: THE CITY OF OKLAHOMA CITY MAYOR AHOMA **REVIEWED** for form and legality.

Assistant Municipal Counselor

OCWUT Standard 1/12/11 cbk 11/01/2010 (Printed 3/25/2021)

STATUTORY BOND

KNOWN ALL MEN BY THESE PRESENTS:

Bond No.: 30031689

That We, <u>Wynn Construction Co., Inc.</u>, as Principal, and <u>Western Surety Company</u> as Surety, are held and firmly bound unto the OKLAHOMA CITY WATER UTILITIES TRUST, a Public Trust, and City of Oklahoma City, a Municipal Corporation, and City of the first class, of the State of Oklahoma, in the sum of <u>One Million Six Hundred Eight Thousand Twenty One and No/100</u> Dollars (<u>\$1,608,021.00</u>), such sum being equal to 100% of the contract price for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas, the above Bonded Principal <u>Wynn Construction Co., Inc.</u>, is the lowest and best bidder for the making of the following Oklahoma City Water Utilities Trust and the City of Oklahoma City work and improvement: <u>Project No. SC-1001-3</u>, <u>Draper Lift Station, Draper Water Treatment Plant</u> and has entered into a certain written contract with the OKLAHOMA CITY WATER UTILITIES TRUST on the <u>13th</u> day of <u>April</u>, 2021, for the erection and construction of said work and improvement in exact accordance with the bid of said Principal, and according to certain plans and specifications theretofore made, adopted and placed on file in the Office of the City Clerk of the CITY OF OKLAHOMA CITY.

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal of subcontractor of said Principal who perform work in the performance of such, for labor and materials furnished by any supplier and consumed in the performance of said contract, and such repairs to and rental of machinery and equipment as may be furnished by a subcontractor to the person or persons contracting with this the Oklahoma City Water Utilities Trust, within thirty (30) days after the same becomes due and payable, the person, firm or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

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 obligation of this bond.

IN WITNESS WHEREOF, the Contractor has caused this bond to be executed and the Surety has caused this bond to be executed on the day and year, respectively, written below.

OCWUT	Project No. SC TOUR
ATTEST:	Wynn Construction Co., Inc.
Julu Bahau Secretary-Witness	By: De De Barrier Agent President/Partner/Manager/Owner Agent Rick Thompson, President
ATTEST:	Western Surety Company Surety
Secretary-Witness Cassidy Dolph	By: Attorney-in-Fact Jacob M. DEPAL
	TH DAKOT HIM
REVIEWED and APPROVED by the Oklahom	a City Water Utilities Trust this <u>13th</u> day of
April, 20 <u>21</u> .	
ATTEST:	OKLAHOMA CITY WATER UTILITIES TRUST
Secretary K. Simpson & SEAL	CHAIRMAN Court
CONCURRED by the Council for The Ci April , 20 <u>21</u> .	ty of Oklahoma City this <u>27th</u> day of
ATTEST:	THE CITY OF OKLAHOMA CITY
City Clerity K. Simpson &	P David Holt- MAYOR
	REVIEWED for form and legality.
	Assistant Municipal Counselor
	 An encoder state of the state o

PERFORMANCE BOND

KNOWN ALL MEN BY THESE PRESENTS:

Bond No.: 30031689

That We, <u>Wynn Construction Co., Inc.</u>, as Principal, and <u>Western Surety Company</u>, as Surety, are held and firmly bound unto the OKLAHOMA CITY WATER UTILITIES TRUST, a Public Trust, and City of Oklahoma City, a Municipal Corporation, and City of the first class, of the State of Oklahoma, in full and just sum of <u>One Million Six Hundred Eight Thousand Twenty One and No/100</u> Dollars (<u>\$1,608,021.00</u>), such sum being equal to 100% of the contract price for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas, said Principal was the lowest and best bidder for the making of the following Oklahoma City Water Utilities Trust and the City of Oklahoma City work and improvement: **Project No. SC-1001-3, Draper Lift Station, Draper Water Treatment Plant** and has entered into a certain written contract with the Oklahoma City Water Utilities Trust on the ______13th___ day of _________, 2021, for the erection and construction of said work and improvement all in compliance with the plans and specifications therefore, made a part of said contract and on file in the Office of the City Clerk, and said contract is hereby made a part and parcel of this bond as if literally written herein.

NOW, THEREFORE, if said Principal shall fully and faithfully execute the work and perform said contract according to its terms, conditions, and covenants, and in exact accordance with the bid of said Principal, 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, as set out in the specifications herein, and shall promptly pay or cause to be paid, all labor, material and/or repairs and all bids for labor performed on said work, whether by subcontract or otherwise, and shall protect and save harmless the Oklahoma City Water Utilities Trust 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 property suffered or sustained by any person, firm, or corporation by reason of negligence of the Contractor or of his or its agents, servants, or employees in the construction 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 and save the Oklahoma City Water Utilities Trust and the City of Oklahoma City Water Utilities Trust 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

Project No. SC-1001-3

President/Partner/Manager/Owner/Agent

OCWUT

sureties, or any of them, from the obligation of this bond.

IN WITNESS WHEREOF, the Contractor has caused this bond to be executed and the Surety has caused this bond to be executed on the day and year, respectively, written below.

Wynn Construction Co., Inc.

Western Surety Company

Attorney

in-Fact

OKLAHOMA CITY WATER UTILITIES TRUST

Contractor

Surety

By:

ATTEST:

Secretary, Witness

ATTEST:

Dolph Socretary-Witness

, 2021.

ANNANA ANNA HILLING THE BAR REVIEWED and APPROVED by the Oklahoma City Water Utilities Trust this 2021. April

ATTEST:

ATER U CHARMA Secretary 4ZAHON CONCURRED by the Council for The Sity of Oklahoma City this 27th day of

THE CITY OF OKLAHOMA CITY **ATTEST:** $(1)_{12}$ MAYOR City Cler AHOMA **REVIEWED** for form and legality.

hicipal Counselor

April

MAINTENANCE BOND

KNOWN ALL MEN BY THESE PRESENTS:

Bond No.: 30031689

That We, <u>Wynn Construction Co., Inc.</u>, as Contractor, and <u>Western Surety Company</u>, as Surety, are held and firmly bound unto the Oklahoma City Water Utilities Trust in the full and just sum of <u>One</u> <u>Million Six Hundred Eight Thousand Twenty One and No/100</u> Dollars (<u>\$1,608,021.00</u>), such sum being equal to the contract price for a period of two (2) years for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, joint and severally, firmly by these presents.

The conditions of this obligation are such that said Contractor has entered into a contract with the OKLAHOMA CITY WATER UTILITIES TRUST, dated this <u>13th</u> day of <u>April</u>, 20<u>21</u>, and has agreed to construct: <u>Project No. SC-1001-3</u>, <u>Draper Lift Station</u>, <u>Draper Water Treatment Plant</u>, all in compliance with the plans and specifications therefore, made a part of said contract and on file in the Office of the City Clerk of the CITY OF OKLAHOMA CITY as the Secretary of the OKLAHOMA CITY WATER UTILITIES TRUST; and to maintain the said improvement in the amounts set forth above against any failure due to workmanship or material for a period of two (2) years from the date of final formal acceptance of the Project by the OKLAHOMA CITY WATER UTILITIES TRUST.

NOW, THEREFORE, if said Contractor shall pay or cause to be paid to the Trust, all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work occurring within a period of two (2) years from and after final formal acceptance of said Project by the OKLAHOMA CITY WATER UTILITIES TRUST, 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 improvements against any failure due to defective material and/or workmanship 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 OKLAHOMA CITY WATER UTILITIES TRUST, or some person or persons designated by it to ascertain the same, and if, upon thirty (30) days notice, the amount ascertained shall not be paid by the Contractor or Surety herein, or if the necessary repairs are not made, 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 amendment to said contract and

Project No. SC-1001-3

OCWUT

no deviations from or alteration or changes to the plans or specifications for the project shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

IN WITNESS WHEREOF, the Contractor has caused this bond to be executed and the Surety has caused this bond to be executed on the day and year, respectively, written below.

Executed this 29th day of March, 2021, by the Contractor. THE IN IN THE

ATTEST:

Sphrei Secretary / Witness

ATTEST:

assidy Dolph Secretary /

Wynn Construction Co., Inc. (Contractor)

President/Partner/Manager/Owner/Agent Rick Thompson, President

WINNIN WINNING Western Surety Company (Surety) Jana M Attorne -in-Fact/Agent COUTH DA

REVIEWED and **APPROVED** by the Oklahoma City Water Utilities Trust this <u>13th</u> day of <u>April</u>, 20<u>21</u>.

OKLAHOMA CITY WATER UTILITIES TRUST ATTEST: CHAIRMAN Secretary CONCURRED by the Council for The City of Oklahoma City this <u>27th</u> day of ____, 20<u>21</u>. April THE CITY OF OKLAHOMA CITY ATTEST: City Clerk MAYOR **REVIEWED** for form and legality.

Assistant Municipal Counselor

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, Jana D. Dean, David Dutton, Gary Jarmon, Michael F Ross, Jeffrey J Burton, Maribeth Moak, Paul B Moore, Bill Orcutt, Dillon B Rosenhamer, Carrie J True, Jana M Taylor, Cassidy Dolph, 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 By-Law printed on the reverse hereof, 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 30th day of March, 2020.

State of South Dakota County of Minnehaha

On this 30th day of March, 2020, before me personally came Paul T. Bruflat, 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 the 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

June 23, 2021

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Q:	\mathcal{T}	John
0		J. Mohr, Notary Public

WESTERN SURETY COMPANY

aul T. Bruflat, Vice President

CERTIFICATE

I, L. Nelson, 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-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation day of ,

WESTERN SURETY COMPANY

. Relation L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.



Authorizing By-Law

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.

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.

Wynn Construction Company, Inc. Name of Individual, Partnership, Limited Liability Company, Or Corporation, herein called "Contractor" 1111 I CALING LAND LAND Signature of Contractor or Contractor's Authorized Agent

Rick Thompson - President / Owner

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 Construction of Public Improvements or otherwise in the Bidding Documents. 1111*1111*5

ACORD							YNNCON01C		
CERTIFICATE OF LIABILITY INSURANCE							29/2021		
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, A	IVEL' SURA	Y OF	R NEGATIVELY AMEND, DOES NOT CONSTITU	EXTE	ND OR ALT	ER THE CO	OVERAGE AFFORDED	BY TH	E POLICIES
IMPORTANT: If the certificate holde If SUBROGATION IS WAIVED, subje this certificate does not confer rights t	ct to	the	terms and conditions of	the pol	icy, certain	policies may			
PRODUCER							n, CISR, CRIS, AAI		
INSURICA - Oklahoma City 5100 N. Classen Blvd, #300 Oklahoma City, OK 73118				PHONE (A/C, No E-MAIL ADDRES	, _{Ext):} (405) 5 _{is:} Shannor	56-2214 n.Robertsor	n@INSURICA.com	(405) క	556-2332
					INS	URER(S) AFFOR			NAIC #
				INSURE	RA:Phoeni	x Insurance	e Company		25623
INSURED				INSURE	_{R B :} Traveler	s Property C	asualty Company of An	nerica	25674
Wynn Construction Co., Inc				INSURE	_{R C :} Traveler	s Casualty II	nsurance Company of A	meric	19046
11901 N. Eastern Avenue				INSURE	R D :				
Oklahoma City, OK 73131				INSURE	RE:				
				INSURE	RF:				L]
COVERAGES CER	TIFIC	CATE	E NUMBER:				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICI INDICATED. NOTWITHSTANDING ANY F CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	REQUI PER	REMI TAIN,	ENT, TERM OR CONDITIO	N OF A DED BY	NY CONTRA	CT OR OTHER	R DOCUMENT WITH RESPI	ECT TO	WHICH THIS
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							MED EXP (Any one person)	\$	5,000
							PERSONAL & ADV INJURY	\$	1,000,000
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ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		UB7J022403		10/1/2020	10/1/2021	E.L. EACH ACCIDENT	\$	1,000,000
(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	1,000,000
	156 /	1) D 101 Additional Pomarke School	la may b	a attached if me	re snace is requir	red)		
BESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC RE: Project No. SC-1001-3 Draper Lift Station									
The City of Oklahoma City and the Oklahor Automobile Liability if required or agreed to Oklahoma City Water Utilities Trust are pro	o in a	writt	en contract subject to all	provisio	ons and limita	ations of the	policy. The City of Oklaho	oma Cit	y and the
Workers' Compensation.		-	-	, ,		- , -			-
CERTIFICATE HOLDER				CANC	ELLATION	····			,
The City of Oklahoma City and The Oklahoma City Water Utilities Trust 420 W. Main, Suite 500 Oklahoma City, OK 73102			THE	EXPIRATIO	N DATE TH	ESCRIBED POLICIES BE C IEREOF, NOTICE WILL CY PROVISIONS.			
			AUTHORIZED REPRESENTATIVE						

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