# **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>Jenco Construction Company</u>, 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: <u>Project No. WM-0340</u>, <u>New Restroom Facility</u>, <u>Lake Stanley Draper Marina</u>, 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 Hundred Eighty-Four Thousand Five Hundred Sixty-Four and 70/100</u> Dollars (<u>\$184,564.70</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) None.

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 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.

3. On completion of the work, but prior to the acceptance thereof by the Trust, it shall be the 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)

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

President/Partner/Manager/Owner/Agent

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

**ATTEST:** OKLAHOMA CITY WATER UTILITIES TRUST aaaanna aa NATER  $\boldsymbol{u}$ FICIA CHARMAN Sec CONCURRED by the Council for The City of Oklahoma City this 27th day of April , 20<u>**21**</u>. **ATTEST:** Unin, THE CITY OF OKLAHOMA CITY тне Holt MAYOR AHOMA C **REVIEWED** for form and legality.

Assistant Municipal Counselor

**ORIGINAL** 

## **PERFORMANCE BOND**

### **KNOWN ALL MEN BY THESE PRESENTS:**

That We, Jenco Construction Company, as Principal, and <u>RLI Insurance 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 Hundred Eighty-Four Thousand Five Hundred Sixty-Four and 70/100</u> Dollars (<u>\$184,564.70</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. WM-0340, New Restroom Facility, Lake Stanley Draper Marina** 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>, 20<u>21</u>, 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 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 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.

## **ATTEST:**

Secretary-Witness

ATTEST:

Secretary-Witness

Jenco Construction Company Contractor By:

Kevin Boyle, President

RLI Insurance Company Surety By: Daved C. Brove

Donald C. Bowers, Attorney-in-Fact

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

**ATTEST:** 

NATER Secretary ALAHON

TRUST

WATER

UTILITIES

CITY

HAIRMAN

**OKLAHOMA** 

**CONCURRED** by the Council for The City of Oklahoma City this 27th day of April , 20<u>21</u>.

**ATTEST:** THE CITY OF OKLAHOMA CITY mun MAYOR AHOMA **REVIEWED** for form and legality.

Assistant Municipal Counselor

# **STATUTORY BOND**

#### **KNOWN ALL MEN BY THESE PRESENTS:**

That We, Jenco Construction Company, as Principal, and <u>RLI Insurance 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 Hundred Eighty-Four Thousand Five Hundred Sixty-Four and 70/100</u> Dollars (<u>\$184,564.70</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>Jenco</u> <u>Construction Company</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. WM-0340, New</u> <u>Restroom Facility, Lake Stanley Draper Marina</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>, 20<u>21</u>, 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.

**ATTEST:** 

Secretary-Witness

**ATTEST:** 

Secretary-Witness

Jenco Constr	uction Company	0)
Contractor	1///	$\langle \rangle$
By:	10	
K	evin Boyle, Presiden	t

Project No. WM-0340

**RLI Insurance Company** Surety

By: Donald C. Bowers, Attorney-in-Fact

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

**ATTEST:** 

WATER 0 CHAIRMAN Secretar KAHON

**CONCURRED** by the Council for The City of Oklahoma City this 27th day of April , 20<u>21</u>.

TRUST

**ATTEST:** 

NU 16 Simpsa AMOMA

# THE CITY OF OKLAHOMA CITY

Hold MAYOR

**OKLAHOMA CITY WATER UTILITIES** 

**REVIEWED** for form and legality.

Assistant Municipal Counselor

## **MAINTENANCE BOND**

#### **KNOWN ALL MEN BY THESE PRESENTS:**

That We, Jenco Construction Company, as Contractor, and <u>RLI Insurance 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>Hundred Eighty-Four Thousand Five Hundred Sixty-Four and 70/100</u> Dollars (<u>\$184,564.70</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. WM-0340</u>, New Restroom Facility, Lake Stanley Draper Marina, 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 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 \_\_30th day of \_\_\_\_\_ March , 2021, by the Contractor.

**ATTEST:** 

Secretary / Witness

**ATTEST:** 

Secretary / Witness

Jenco Construction Company (Contractor)

Kevin Boyle, President

**RLI Insurance Company** (Surety) Attorney-in-Fact/Agent

Bowers.

**REVIEWED** and **APPROVED** by the Oklahoma City Water Utilities Trust this \_\_\_\_\_\_ day of April \_\_\_\_\_\_, 2021.

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

Assistant Municipal Counselor

## **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.



# Kevin Boyle, 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 Construction of Public Improvements or otherwise in the Bidding Documents.

# **POWER OF ATTORNEY**

# RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615 Phone: 800-645-2402

#### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Jerry Oden, Alan Terrill, Adelaida Sutton, Nicole Coley, Donald C. Bowers, Joshua Curran, Jim Keitz, Paula Conrady, jointly or severally

in the City of	Oklahoma City	, State of	Oklahoma	its true and lawful Agent(s) and Atto	orney(s) in Fact, with
full power and aut	thority hereby conferred	l, to sign, execute	, acknowledge and	deliver for and on its behalf as Surety, in	general, any and all
bonds and underta	kings in an amount not	to exceed		Twenty Five Million	Dollars
( \$25,000,000.00	) for any single obli	gation.			

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

**RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"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, any 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."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective <u>Vice President</u> with its corporate seal affixed this <u>27th</u> day of <u>February</u>, 2020.



State of Illinois

County of Peoria

On this <u>27th</u> day of <u>February</u>, <u>2020</u>, before me, a Notary Public, personally appeared <u>Barton W. Davis</u>, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnigk

GRETCHEN L JOHNIGK PUBLIC STATE OF UNOTS W Commission Expires May 26, 2020 RLI Insurance Company Contractors Bonding and Insurance Company

Barton W. Davis

Vice President

#### CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this **30**<sup>10</sup> day of Marchen, 2021.

RLI Insurance Company Contractors Bonding and Insurance Company

ffry D fick

**Corporate Secretary** 

Notary Public

ISSUE DATE: <u>3/30/2021</u> THE CITY OF OKLAHOMA CITY CERTIFICATE OF INSURANCE PROJECT NUMBER: <u>WM-0340</u>									
PRODUCER Messer-Bowers Co. 6701 N. Broadway Ext, Suite 201 Oklahoma City, OK 73116				NOTE: THIS CERTIFICATE CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, NOR DOES IT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY POLICIES BELOW, EXCEPT AS SHOWN BELOW. COMPANIES AFFORDING COVERAGE COMPANY A LETTER West American Insurance Company COMPANY B LETTER Ohio Security					
INSURED Jenco Construction Company 121 NE 26th Street ADDRESS Oklahoma City, OK 73107				COMPANY C       The Ohio Casualty Insurance Company         COMPANY D       CompSource Mutual Insurance Company         COMPANY E       LETTER					
HEREIN. THE POLICIES SHOWN PROJECT OR EVENT.					BY THE INSUR				
TYPE OF INSURANCE	POLICY NUMBER		POLICY EFFECTIVE DATE	POLICY EXPIRATION DA	TE	LIN	IITS		
GENERAL LIABILITY (A) <u>X</u> COMMERCIAL GENERAL LIABILITY <u>X</u> OCCURENCE CLAIMS MADE AND TAIL COVERAGE	BKW(21)57053	024	11/1/2020	11/1/2021	GENERA BODILY (Per Per PROPER (Per Acci EACH O	son) RTY DAMAGE	\$2,000,000 \$1,000,000 \$5,000		
AUTOMOBILE LIABILITY(B) ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	BAS(21)57053(	024	11/1/2020	11/1/2021	COMBIN BODILY (Per Per BODILY (Per Acc	ED SINGLE LIMIT INJURY son) INJURY	\$1,000,000		
WORKER'S (D) COMPENSATION AND EMPLOYER LIABILITY Standard Compliance for the State of Oklahoma	00285489 21 1		4/1/2021	4/1/2022		- POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000		
VALUABLE PAPERS INSURANCE (If required by Contract)									
EXCESS LIABILITY (C) (If required by Contract)	USO(21)57053	024	11/1/2020	11/1/2021	AGGREC	GATE	\$3,000,000 \$3,000,000		
OTHER (C) (If required by Contract) Builder's Risk	BMO(22)59358287		5/1/2021	4/9/2022	Schedule	ed Project Limit	\$184,565		
DESCRIPTION OF OPERATIONS	VEHICLES/SPECIAL ITE	MS	an a	Scandenseries programma contraction					
THE CITY OF OKLAHOMA CITY AND T	THE <u>Oklahoma City Water Util</u>	lities Trus	<u>st (OCWUT)</u> ARE ADDITIO	NAL INSUREDS, WITH RES	PECT TO LIABILIT	Y, ARISING OUT OF T	HE PROJECT OR EVENT.		
The City of Oklahoma City and The Oklahoma City Water Utilities Trust 420 W. Main, Suite 500 Oklahoma City, OK 73102IT IS APP DES OR PRE			CANCELLATION IT IS AGREED THAT NONE OF THESE POLICIES WILL BE CANCELLED OR CHANGED EXCEPT IN THE APPLICATION OF THE AGGREGATE LIABILITY LIMIT PROVISIONS, SO AS TO AFFECT THE INSURANCE DESCRIBED IN THIS CERTIFICATE UNTIL AFTER 30 DAYS PRIOR WRITTEN NOTICE OF SUCH CANCELLATION OR REDUCTION IN COVERAGES AND 10 DAYS WRITTEN NOTICE OF NONRENEWAL FOR NONPAYMENT OF PREMIUM HAS BEEN DELIVERED TO THE CERTIFICATED HOLDER. AUTHORIZED REPRESENTATIVE SIGNATURE TELEPHONE NUMBER (405) 840-4351						
TELEPHONE NUMBER (405) 840-4351 and Decus									