

## CONTRACT

**THIS CONTRACT AND AGREEMENT**, made and entered into this 25th day of May, 2021, by and between the Oklahoma City Economic Development Trust, a municipal trust, party of the first part, hereinafter termed "Trust", and Lingo Construction Services, Inc., party of the second part, hereinafter termed "Contractor".

### WITNESSETH:

**WHEREAS**, the 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:

**MB-1540**  
**Myriad Gardens Crystal Bridge Renovations**  
**Base Bid and Add Alternates 1, 2, 3A, 3B, 4, 5, and 6**

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, April 14th and 21st, 2021, has submitted to the 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:

Two Million One Hundred Five Thousand Six Hundred Eleven and 00/100 Dollars (\$2,105,611.00).

**NOW, THEREFORE**, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed and hereby agree as follows:

1. The Contractor shall, in a good and first-class workmanlike manner, at its own cost and expense, furnish all labor, materials, tools and equipment required to perform and complete said work in strict accordance with the Contract Documents, including the Bidding Documents, "Standard Specifications for Construction of Public Improvements", any special provisions, schedules and the plans adopted and approved by the Trust, 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 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 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 other appropriate person, such detailed information as he may request. 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 into or arising out of this Contract.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed in one (1) original, the day and year first above written.


**ATTEST:**

  
(Witness/Secretary)



**ATTEST:**

  
Contractor (Lingo Construction Services Inc.)

  
(Individual - President)

**OKLAHOMA CITY ECONOMIC  
DEVELOPMENT TRUST**

Amy K Simpson  
Secretary



[Signature]  
Chairman

**REVIEWED** for form and legality.

Wiley L Williams  
Assistant Municipal Counselor

CONCURRED by the Council of the City of Oklahoma City this 8th day of  
June, 2021

ATTEST:

Amy K Simpson  
City Clerk



David Holt  
Mayor

**OKLAHOMA CITY**  
**ECONOMIC DEVELOPMENT TRUST**

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.***

Lingo Construction Services, Inc.

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

Renee Lingo

Signature of Bidder or Authorized Agent

Renee Lingo

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.

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That We, Lingo Construction Services, Inc., as Contractor, and The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto the Oklahoma City Economic Development Trust, a municipal trust, hereinafter termed "Trust", in the full and just sum of Two Million One Hundred Five Thousand Six Hundred Eleven and 00/100 Dollars (\$2,105,611.00), 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 Contractor is the lowest and best bidder for the making of the following Trust work and improvement:

**MB-1540  
Myriad Gardens Crystal Bridge Renovations**

has entered into a certain written Contract with the Trust on the 25th day of May, 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 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 bid of said Contractor, 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 said Trust 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 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 Trust 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 and its corporate seal to be hereunto affixed by its duly authorized officer, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Executed this 12 day of May, 2021 by the Contractor.

Lingo Construction Services, Inc.  
Contractor (Lingo Construction Services, Inc.)

ATTEST:

J. Patterson  
Secretary/Witness



By: Renee Lingo  
Authorized Officer

Executed this 12<sup>th</sup> day of May, 2021 by the Surety.

ATTEST:

Jennifer Soder  
Secretary/Witness



The Ohio Casualty Insurance Company  
Surety

By: David McKinney  
Attorney-in-Fact, David McKinney

REVIEWED for form and legality.

Wiley L. Williams

Assistant Municipal Counselor

**APPROVED** by the Chairman and Trustees of the Oklahoma City Economic  
Development Trust this 25th day of May, 2021.

**ATTEST:**

Amy K. Simpson  
Secretary



[Signature]  
Chairman

**CONCURRED** by the Council of the City of Oklahoma City this 8th day of  
June, 2021

**ATTEST:**

Amy K. Simpson  
City Clerk



David Holt  
Mayor

**STATUTORY BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That We, Lingo Construction Services, Inc., as Contractor, and The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto the Oklahoma City Economic Development Trust, a municipal trust, hereinafter termed "Trust", in the full and just sum of Two Million One Hundred Five Thousand Six Hundred Eleven and 00/100

Dollars (\$2,105,611.00), 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 Contractor, Lingo Construction Services, is the lowest and best bidder for the making of the following Trust work and improvement:

**MB-1540  
Myriad Gardens Crystal Bridge Renovations**

and has entered into a certain written Contract with the Trust on the 25th day of May, 2021, for the erection and construction of said work and improvement, in exact accordance with the bid of said Contractor, 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 Contractor shall fail or neglect to pay all indebtedness incurred by said Contractor or subcontractor of said Contractor who perform work 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 the 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, for the obligations of this bond.



IN WITNESS WHEREOF, the said Contractor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers; and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Executed this 12 day of May, 2021 by the Contractor.

Lingo Construction Services, Inc  
Contractor (Lingo Construction Services, Inc.)

ATTEST:

[Signature]  
Secretary/Witness



By: [Signature]  
Authorized Officer

Executed this 12<sup>th</sup> day of May, 2021 by the Surety.

The Ohio Casualty Insurance Company  
Surety

ATTEST:

[Signature]  
Secretary/Witness



By: [Signature]  
Attorney-In-Fact, David McKinney

REVIEWED for form and legality.

[Signature]  
Assistant Municipal Counselor

APPROVED by the Chairman and Trustees of the Oklahoma City Economic Development Trust this 25th day of May, 2021.

ATTEST:

[Signature]  
Secretary



[Signature]  
Chairman

CONCURRED by the Council of the City of Oklahoma City this 8th day of  
June, 2021

ATTEST:

Amy K. Simpson  
City Clerk



David Holt  
Mayor

**MAINTENANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That We, Lingo Construction Services, Inc., as Contractor, and The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto the Oklahoma City Economic Development Trust, a municipal trust, (hereinafter termed "Trust"), in the full and just sum of Two Million One Hundred Five Thousand Six Hundred Eleven and 00/100 Dollars (\$2,105,611.00), 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 whereas, said Contractor has by a certain Contract between the Contractor and the Trust, dated this 25th day of May, 2021, agreed to construct in the City of Oklahoma City:

**MB-1540  
Myriad Gardens Crystal Bridge Renovations**

all in compliance with the Contract Documents therefore, made a part of said Contract and on file in the Office of the City Clerk of the City of Oklahoma City; 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 acceptance of the MB-1540 project by the Oklahoma City Economic Development 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 acceptance of said project by the 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 workmanship and/or material for a period of two (2) years and at any time repairs shall be necessary that the cost of making said repairs shall be determined by the Oklahoma City Economic Development Trust, or some person or persons designated by them to ascertain the same, and if, upon thirty (30) days 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 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 and its corporate seal to be hereunto affixed by its duly authorized officers; and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Executed this 12 day of May, 2021 by the Contractor.

ATTEST:

Lingo Construction Services, Inc.  
Contractor (Lingo Construction Services, Inc.)

[Signature]  
Secretary/Witness

By [Signature]  
Authorized Officer



Executed this 12<sup>th</sup> day of May, 2021 by the Surety.

The Ohio Casualty Insurance Company  
Surety

ATTEST:

Renee K. Green  
Secretary/Witness



By: David McKinney  
Attorney-in-Fact, David McKinney



REVIEWED for form and legality.

Wiley L. Williams  
Assistant Municipal Counselor

APPROVED by the Chairman and Trustees of the Oklahoma City Economic  
Development Trust this 25th day of May, 2021.

ATTEST:

Amy K. Simpson  
Secretary



John B. ...  
Chairman

CONCURRED by the Council of the City of Oklahoma City this 8th day of  
June, 2021

ATTEST:

Amy K. Simpson  
City Clerk



David Holt  
Mayor

**DEFECT BOND**

We, Lingo Construction Services, Inc., as Contractor, and The Ohio Casualty Insurance Company, as Surety, a corporation organized under the laws of the State of Oklahoma, and authorized to transact business in the State of Oklahoma, are held and firmly bound unto the Oklahoma City Economic Development Trust, a municipal trust, hereinafter termed "Trust", in the amount of Two Million One Hundred Five Thousand Six Hundred Eleven and 00/100 Dollars (\$2,105,611.00); said sum being equal to one hundred percent (100%) of the Contract price as provided herein for a period of two (2) years. We, as Contractor and Surety, bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally.

**WHEREAS**, the Contractor entered into a written Contract with the Trust to perform and provide work and construct or create or repair the project, to wit: Project No. MB-1540, generally described as Myriad Gardens Crystal Bridge Renovation all in compliance with the Bidding Documents for said project.

**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 Trust 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 Trust to have any defective, inferior or non-compliant work, material or workmanship repaired, replaced or maintained, timely and expeditiously, by Trust staff and/or third parties, then this Defect Bond shall terminate at the end of the term provided in the Standard Provisions; 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 Trust as fully and totally complete and shall run for: (1) the total number of years as provided in the Standard Provisions 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.



Executed this 12 day of May, 2021 by the Contractor.

Lingo Construction Services, Inc  
Contractor (Lingo Construction Services, Inc.)

ATTEST:

J. Anderson  
Secretary/Witness



By: Renée Lingo  
Authorized Officer

Executed this 12<sup>th</sup> day of May, 2021 by the Surety.

The Ohio Casualty Insurance Company  
Surety

ATTEST:

Gene K. Cuen  
Secretary/Witness



By: David McKinney  
Attorney-in-Fact, David McKinney

REVIEWED for form.

Wiley L. Williams  
Assistant Municipal Counselor

APPROVED by the Chairman and Trustees of the Oklahoma City Economic  
Development Trust this 25<sup>th</sup> day of May, 2021.

ATTEST:

Amy K. Simpson  
Secretary



John B. Smith  
Chairman

CONCURRED by the Council of the City of Oklahoma City this 8<sup>th</sup> day of  
June, 2021

ATTEST:

Amy K. Simpson  
City Clerk



David Holt  
Mayor



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8202530 - 974258**

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David McKinney, Renee Green, Gary Shelton, Jennifer Soder, Mike Vincent

all of the city of Yukon state of OK each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of November, 2019.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 6th day of November, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of May, 2021.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day.



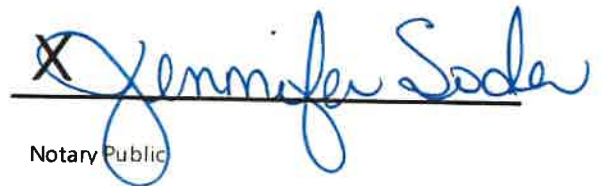
**Notary Statement**

State of Oklahoma

County of Canadian

I, Jennifer Soder, a Notary Public in and for said County and State, do hereby certify that on the 12th day of May 2021, Renee K. Green, personally known to me to be the same person and official who executed the above and foregoing instrument as agent appeared before me in person and acknowledged that, as such official, she executed the above instrument as her free and voluntary act.

In Witness Whereof, I have hereunto set my hand and seal the day and year last above written.

  
Notary Public

My Commission Expires: 12/13/2024

Commission Number: 12011719



**OKLAHOMA CITY ECONOMIC  
DEVELOPEMENT TRUST**

**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.**

Lingo Construction Services, Inc.

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

Renee Lingo

Signature of Bidder or Authorized Agent

Renee Lingo

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 **MB-1540**

##### **Myriad Gardens Crystal Bridge Renovations**

Lingo Construction maintains a database of over 300 local trade partners. Within this database, these companies may volunteer any information pertaining to status of small business, minority, disadvantaged and women owned businesses. All invitations to bid were sent to these businesses and Lingo Construction publicly advertised for bids on Southwest Construction News, Reidprographics plan room, Bidsync, and Building Connected.

**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. GPM

Lingo Construction has taken the initiative to ensure barriers of entry on Lingo Construction projects are removed for any small, minority disadvantaged and women owned businesses. It is not uncommon for Lingo to provide payment at more frequent intervals for these smaller companies who do great quality work but do not yet have the ability to financially cover over one month of costs and expenses. It is through this initiative and others that we enjoy great relationships with these types of trade partners and enable them grow their businesses along the way. We also have several of these types of trade partners who only pursue work for Lingo Construction because they can rely on consistent communication, regular payment, and a safe, organized jobsite.

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.

Lingo Construction Services, LLC

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

Renee Lingo

Signature of Contractor or Authorized Agent

Renee Lingo

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 12<sup>th</sup> day of May,

2021, by Renee Lingo as the above named Contractor or Contractor's

Authorized Agent.



Aja Patterson  
Notary Public

My Commission expires 5/1/2023

My Commission number 15004091

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

ISSUE DATE: 5/12/2021

THE CITY OF OKLAHOMA CITY

Project No. &amp; Name: MB-1540

Myriad Gardens Crystal Bridge Renovation

## CERTIFICATE OF INSURANCE

## PRODUCER

BancFirst Insurance Services, Inc.

## ADDRESS

13230 Pawnee Drive, Suite 205  
Oklahoma City, OK 73114

## INSURED

Lingo Construction Services, Inc.

## ADDRESS

1135 North Robinson  
Oklahoma City, OK 73103NOTE: 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 The Continental Insurance Company

## COMPANY B

LETTER

## COMPANY C

LETTER

## COMPANY D

LETTER

## COMPANY E

LETTER

COVERAGES: THIS IS TO CERTIFY THAT THE INSURANCE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED, FOR THE POLICY PERIOD  
INDICATED HEREIN. THE POLICIES SHOWN IN THIS CERTIFICATE ARE DEEMED PRIMARY TO ANY INSURANCE CARRIED BY THE INSURED FOR THE  
SPECIFIC LOCATION, PROJECT OR EVENT.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> AND TAIL <input checked="" type="checkbox"/> COVERAGE	7014792538	4/1/2021	4/1/2022	GENERAL AGGREGATE	2,000,000
				BODILY INJURY (Per Person)	
				PROPERTY DAMAGE (Per Accident)	
				EACH OCCURRENCE	1,000,000
				MEDICAL EXPENSES (Any One (1) Person)	5,000
<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	7014792541	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT	1,000,000
				BODILY INJURY (Per Person)	
				BODILY INJURY (Per Accident)	
				PROPERTY DAMAGE	
WORKER'S COMPENSATION AND EMPLOYER LIABILITY Standard Compliance for the State of Oklahoma	7014792555	4/1/2021	4/1/2022	EACH ACCIDENT	1,000,000
				DISEASE - POLICY LIMIT	1,000,000
				DISEASE - EACH EMPLOYEE	1,000,000
VALUABLE PAPERS INSURANCE (If required by Contract)	7014792538	4/1/2021	4/1/2022	Limit	\$25,000
EXCESS LIABILITY (If required by Contract)	7014792569	4/1/2021	4/1/2022	EACH OCCURRENCE	10,000,000
				AGGREGATE	10,000,000
OTHER (If required by Contract)					

## DESCRIPTION OF OPERATIONS/VEHICLES/SPECIAL ITEMS

THE CITY OF OKLAHOMA CITY AND ITS BENEFICIARY TRUSTS ARE ADDITIONAL INSURED, WITH RESPECT TO LIABILITY, ARISING OUT OF THE PROJECT OR  
EVENT.

THE CITY OF OKLAHOMA CITY AND ITS BENEFICIARY TRUSTS ARE LOSS PAYEES ON VALUABLE PAPERS INSURANCE.

## CERTIFICATE HOLDER(S)

The City of Oklahoma City  
and its beneficiary trusts  
420 W. Main St., Suite 400  
Oklahoma City, OK 73102

## 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 NON-RENEWAL FOR  
NONPAYMENT OF PREMIUM HAS BEEN DELIVERED TO THE CERTIFICATED HOLDER.

**NOTARY STATEMENT**

STATE OF Oklahoma )  
COUNTY OF Oklahoma ) §  
 )

I, Aja Patterson, Notary Public in and for said  
County and State, do hereby certify that on this 12<sup>th</sup> day of  
May, 20 21, Adam Rainbolt,  
personally known to me to be the same person and official who executed the above and  
foregoing instrument as Adam Rainbolt 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 BancFirst Insurance 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.

Aja Patterson  
Notary Public

My commission expires:

5/1/2023



My commission #:

15004091



OKLAHOMA CITY

ECONOMIC DEVELOPMENT TRUST

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.***

Lingo Construction Services, LLC.  
Name of Individual, Partnership, Limited Liability  
Company, or Corporation hereinafter called Bidder

Renee Lingo.  
Signature of Bidder or Authorized Agent

Renee Lingo.  
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.

**NOTARY STATEMENT**

STATE OF Oklahoma )  
COUNTY OF Oklahoma ) §

I, Aja Patterson, Notary Public in and for said  
County and State, do hereby certify that on this 12<sup>th</sup> day of  
May, 20 21, Renee Lingo,  
personally known to me to be the same person and official who executed the above and  
foregoing instrument as Renee Lingo 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 Lingo Construction Services, Inc 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.

Aja Patterson  
Notary Public

My commission expires:

5/1/2023

My commission #:

15004091

