

CONTRACT

**Project MB-1577,
James D. Couch Building restroom renovations on floors 3, 6, 9 and 10**

THIS by and between The City of Oklahoma City, referred to in the Bidding Documents and herein as "Awarding Public Agency", and Shiloh Enterprises, Inc., hereinafter termed "Contractor" is made and entered into on the date approved by the Awarding Public Agency.

WITNESSETH:

WHEREAS, the Awarding Public Agency has caused to be prepared certain Bidding Documents; has caused Notice to Bidders; and has received bids for the above Project; and,

WHEREAS, Contractor, in response to said Notice to Bidders, has submitted to Awarding Public Agency a bid; in accordance with the Bidding Documents; and

WHEREAS, the Awarding Public Agency has determined Contractor to be the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project for the sum of: Six hundred seventy-five thousand, and 00/100 Dollars (\$675,000.00)

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 his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said Project in strict accordance with the Contract Documents, including but not limited to the Bidding Documents, "Standard Specifications for Construction of Public Improvements," any Special Provisions, schedules and plans approved by the Awarding Public Agency, and Contractor's bid, all of which documents are on file in the Office of the City Clerk of The City of Oklahoma City and are made a part of this Contract as fully as if the same were herein set out at length, with the following alternates and/or deletions: (if none, so state) None.

2. The Awarding Public Agency shall make payments to the Contractor in the following manner: On or about the first day of each month, the City Engineer or designee will review estimates of the value, based on Contract prices and/or schedule of values of work done and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The Contractor shall furnish to the City Engineer or designee such detailed information as requested.

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

3. On completion of the Project, but prior to the acceptance thereof by the Awarding Public Agency, it shall be the duty of the City Engineer or designee to determine that said work has been completely and fully performed in accordance with said Contract Documents, and upon making such

determination, make a final certificate to the Awarding Public Agency. The Contractor shall furnish proof that all claims and obligations incurred by the Contractor in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds for payment of the final estimate to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid and the same shall be in full for all claims of every kind and description said Contractor may have by reason of having entered into or arising out of this Contract.

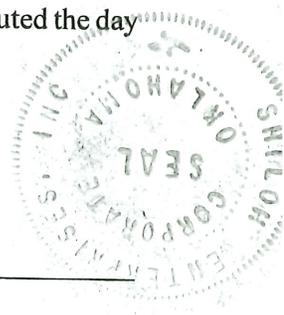
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

ATTEST:

Sherry A. Boyer
(Secretary-Witness)

Contractor:

By: *Steve Preston*
As: *President*



REVIEWED for form and legality.

Craig B Keith
Assistant Municipal Counselor

APPROVED by The City of Oklahoma City this 21st day of June, 20 22.

ATTEST:

Amy K Simpson
City Clerk



The City of Oklahoma City

[Signature]
Vice Mayor

MAINTENANCE BOND**Project MB-1577,
James D. Couch Building restroom renovations on floors 3, 6, 9 and 10****KNOW ALL MEN BY THESE PRESENTS:**

That we Shiloh Enterprises, Inc., as Contractor, and Mid-Continent Casualty Insurance Company, as Surety, are severally and jointly held and firmly bound unto The City of Oklahoma City, referred to in the Bidding Documents and herein as "Awarding Public Agency" in the sum of Six hundred seventy-five thousand, and 00/100 Dollars (\$675,000.00), such sum being equal to 100% of the Contract price, for the payment of sum amount, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly to the terms of this Bond by these presents.

WITNESSETH:

WHEREAS, the Awarding Public Agency has caused to be prepared certain Bidding Documents; has caused Notice to Bidders; and has received bids for the above Project; and,

WHEREAS, Contractor, in response to said Notice to Bidders, has submitted to Awarding Public Agency a bid; in accordance with the Bidding Documents; and

WHEREAS, the Awarding Public Agency has determined Contractor to be the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project, which Contract is hereby made a part and parcel of this Bond as if literally written herein.

NOW, THEREFORE, if said Contractor shall pay or cause to be paid to the Awarding Public Agency all damage, loss, and expense which may result by reason of failed or defective materials and/or workmanship in connection with said work occurring within a period of TWO (2) year(s) from and after acceptance of said Project and work by the Awarding Public Agency, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further agreed that if the said Contractor or Surety herein shall fail to maintain said Project and work against any failure due to defective workmanship and/or material for a period of TWO (2) year(s) and at any time repairs shall be necessary that the cost of making said repairs shall be determined by the Awarding Public Agency or its designees to ascertain the same, and if, upon thirty (30) days of notice, the said amount ascertained shall not be paid by the Contractor or Surety herein, or if the necessary repairs are not made, the said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction. And that the amount so determined shall be conclusive upon the parties as to the amount due on this Bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this Bond as the condition of the improvements may

require.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the Surety or the Contractor, or either of them, from the obligations of this Bond.

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

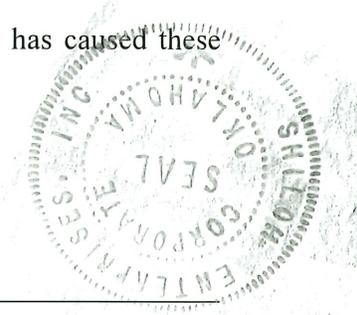
ATTEST:

Contractor:

Shiloh Enterprises, Inc.

Sherry A. Boy
(Secretary-Witness)

By: *Steve Preston*
As: *President*



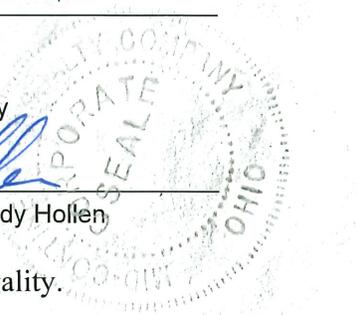
ATTEST:

Surety:

Mid-Continent Casualty Company

[Signature]
(Secretary-Witness)

By: *Wendy Hollen*
As: Attorney-in-Fact Wendy Hollen



REVIEWED for form and legality.

Craig B Keith
Assistant Municipal Counselor

APPROVED by The City of Oklahoma City this 21st day of June, 20 22.

ATTEST:

The City of Oklahoma City

Amy K. Simpson
City Clerk



[Signature]
Vice Mayor

STATUTORY BOND**Project MB-1577,
James D. Couch Building restroom renovations on floors 3, 6, 9 and 10****KNOW ALL MEN BY THESE PRESENTS:**

That we Shiloh Enterprises, Inc., as Contractor, and Mid-Continent Casualty Insurance Company, as Surety, are severally and jointly held and firmly bound unto the State of Oklahoma and the subcontractors, suppliers, and materialmen of the Contractor in the sum of Six hundred seventy-five thousand, and 00/100 Dollars (\$675,000.00), such sum being equal to 100% of the Contract price, for the payment of sum amount, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly to the terms of this Bond by these presents.

WITNESSETH:

WHEREAS, the Awarding Public Agency has caused to be prepared certain Bidding Documents; has caused Notice to Bidders; and has received bids for the above Project; and,

WHEREAS, Contractor, in response to said Notice to Bidders, has submitted to Awarding Public Agency a bid; in accordance with the Bidding Documents; and

WHEREAS, the Awarding Public Agency has determined Contractor to be the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project, which Contract is hereby made a part and parcel of this Bond as if literally written herein.

NOW, THEREFORE, if said Contractor shall fail or neglect to pay all indebtedness incurred by said Contractor to its subcontractors, suppliers and materialmen who perform work or provided labor, materials, machinery, supplies and equipment in the performance of the Contract, within thirty (30) calendar days after the same becomes due and payable, the person, entity or corporation entitled thereto may sue and recover on this Bond, the amount so due and unpaid up to the amount of this Bond. Upon payments of all indebtedness due said subcontractors, suppliers and materialmen on this Project, this Bond shall become fully satisfied.

IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD by the parties hereto that no changes or alterations in said Contract and no deviations from the Bidding Documents and the Contract shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

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

ATTEST:

Contractor:

Shiloh Enterprises, Inc.

Amy D. Boye
(Secretary-Witness)

By: *Steve Preston*

As: *President*



ATTEST:

Surety:

Mid-Continent Casualty Company

[Signature]
(Secretary-Witness)

By: *Wendy Hollen*
As: Attorney-in-Fact Wendy Hollen

REVIEWED for form and legality.

Craig Keith
Assistant Municipal Counselor

APPROVED by The City of Oklahoma City this 21st day of June, 20 22.

ATTEST:

The City of Oklahoma City

Amy K. Simpson
City Clerk



[Signature]
Vice Mayor

PERFORMANCE BOND**Project MB-1577,
James D. Couch Building restroom renovations on floors 3, 6, 9 and 10****KNOW ALL MEN BY THESE PRESENTS:**

That we Shiloh Enterprises, Inc., as Contractor, and Mid-Continent Casualty Insurance Company, as Surety, are severally and jointly held and firmly bound unto The City of Oklahoma City, referred to in the Bidding Documents and herein as "Awarding Public Agency" in the sum of Six hundred seventy-five thousand, and 00/100 Dollars (\$675,000.00), such sum being equal to 100% of the Contract price, for the payment of sum amount, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly to the terms of this Bond by these presents.

WITNESSETH:

WHEREAS, the Awarding Public Agency has caused to be prepared certain Bidding Documents; has caused Notice to Bidders; and has received bids for the above Project; and,

WHEREAS, Contractor, in response to said Notice to Bidders, has submitted to Awarding Public Agency a bid; in accordance with the Bidding Documents; and

WHEREAS, the Awarding Public Agency has determined Contractor to be the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project, which Contract is hereby made a part and parcel of this Bond as if literally written herein.

NOW, THEREFORE, if the Contractor shall fully and faithfully execute the work and perform said contract according to its terms, conditions, and covenants, and in exact accordance with the Bidding Documents and the Contract Documents, and according to certain plans and specifications heretofore made, adopted, and placed on file in the Office of the City Clerk of The City of Oklahoma City, and shall promptly pay or cause to be paid, all labor, material, equipment and/or repairs and all labor performed on said work, whether by subcontract or otherwise, and shall protect and save harmless the Awarding Public Agency and The City of Oklahoma City and all interested property owners against all claims, demands, causes of action, losses or damage, and expense to life or property suffered or sustained by any person, firm, or corporation by reason of negligence of the Contractor or his or its agents, servants, or employees in the construction or provision of said work, or by or in consequence of any improper execution of the work or act of omission or use of inferior materials by said Contractor, or his or its agents, servants, or employees and shall protect the Awarding Public Agency and The City of Oklahoma City harmless from all suits and claims of infringement or alleged infringement of patent rights or processes, then this obligation shall be void; otherwise, this obligation shall remain in full force

and effect.

IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

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

ATTEST:

Sherry Cox
(Secretary-Witness)

Contractor:

Shiloh Enterprises, Inc.

By: *Steve Preston*

As: *President*

ATTEST:

[Signature]
(Secretary-Witness)

Surety:

Mid-Continent Casualty Company

By: *Wendy Hollen*

As: Attorney-in-Fact Wendy Hollen

REVIEWED for form and legality.

Craig B Keith
Assistant Municipal Counselor

APPROVED by The City of Oklahoma City this 21st day of June, 20 22.

ATTEST:

The City of Oklahoma City

Amy K. Simpson
City Clerk



[Signature]
Vice Mayor

THE CITY OF OKLAHOMA CITY
CERTIFICATE OF NONDISCRIMINATION

In connection with the performance under the Contract, the Contractor agrees as follows:

- A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Contractor shall take affirmative action to ensure that employees are treated without regard to their race, creed, sex, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and Subcontractors shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of the City of Oklahoma City setting forth the provisions of this Section.
- B. In the event of the Contractor's noncompliance with this Nondiscrimination Certificate, the Contract may be canceled, terminated or suspended by the Contracting Public Entity. The Contractor may be declared by the Contracting Public Entity ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Contractor and/or Subcontractors.
- C. The Contractor agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Contract.

I have read the above and agree to abide by these requirements:

This form must be fully completed and signed by the Contractor or Contractor's Authorized Agent.

Shiloh Enterprises, Inc.
Name of Individual, Partnership, Limited Liability
Company, or Corporation hereinafter called Bidder



Signature of Bidder or Authorized Agent

Steve Preston, President
Type or print name and title of person who signed above

This Certificate is required by Oklahoma City Municipal Code, Chapter 25, Article III § 25-41,
as incorporated by reference in the City of Oklahoma City's *Standard Specifications for the
Construction of Public Improvements* or otherwise in the Bidding Documents.

MID-CONTINENT CASUALTY COMPANY

1437 South Boulder, Suite 200, Tulsa, Oklahoma 74119 · Ph: 918-587-7221 · Fax: 918-588-1296

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the **Mid-Continent Casualty Company**, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof. John L. Birsner, Susanne Cusimano, Wendy Hollen, Cody Michael McNeill, W. M. McNeill, Kyle D. Reser, John Rogers, Mike Shannon, Lisa Sherman, all of OKLAHOMA CITY, OK.

IN WITNESS WHEREOF, the **Mid-Continent Casualty Company** has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23 day of September, 2021.



MID-CONTINENT CASUALTY COMPANY

ATTEST:

Sharon Hackl

Sharon Hackl, Assistant Secretary

Todd Bazata

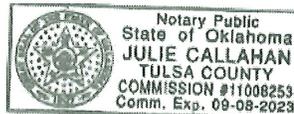
Todd Bazata, Vice President

On this 23 day of September, 2021 before me personally appeared Todd Bazata, to me known, being duly sworn, deposes and says that s/he resides in Broken Arrow, Oklahoma, that s/he is a Vice President of **Mid-Continent Casualty Company**, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA

} SS

COUNTY OF TULSA



Commission # 11008253

My Commission Expires: 09-08-23

Julie Callahan

Julie Callahan, Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of **Mid-Continent Casualty Company** by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, Sharon Hackl, Assistant Secretary of **Mid-Continent Casualty Company**, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.



Sharon Hackl

Sharon Hackl, Assistant Secretary

Signed and sealed this 26th day of May, 2022



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 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-1577.

As we have utilized many small minority and women-owned businesses in the past, we have contacted them and ask that they submit pricing within their trades, if interest. These estimates were compared to the other bids received.

- 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.

Our bidding is always open to all subcontractors/suppliers. Our bids are advertised through Southwestern Construction News, the Dodge Report and iSqFt.

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.

NOTARY STATEMENT

STATE OF Oklahoma)
) §
COUNTY OF Oklahoma)

I, Sherry A. Boyer, Notary Public in and for said County and State, do hereby certify that on this 31st day of May, 20 22, Steve Preston, personally known to me to be the same person and official who executed the above and foregoing instrument as he 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 Shiloh Enterprises, 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.



Notary Public

My commission expires:
10/8/25



My commission #:
01016900

THE CITY OF OKLAHOMA CITY

NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY

This Contractor or Subcontractor for a public improvement project of The City of Oklahoma City or of a municipal trust of which The City is the beneficiary has agreed not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age, or disability. An individual with a disability is defined by the Americans with Disabilities Act as an individual:

- a) with a physical or mental impairment that substantially limits one or more of the major life activities of that individual; or
- b) with a record of impairment; or
- c) regarded as having such an impairment.

The Contractor or Subcontractor has also agreed to take affirmative action to insure 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. Such actions include but are not limited to employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rate of pay or other forms of compensation and selection.

The Contractor or Subcontractor has agreed to post this notice in a conspicuous place, available to employees and applicants for employment.

Violations of this agreement should be reported to the City of Oklahoma City, Affirmative Action Office, Personnel Department, (405) 297-2588.

This notice shall remain posted while the Contractor or Subcontractor is performing work under contract with the City or a municipal trust.

Issued by the City Clerk of The City of Oklahoma City. (Municipal Code § 25-41)