

CONTRACT

THIS CONTRACT AND AGREEMENT, made and entered into this 22nd day of November, 2022, by and between the OKLAHOMA CITY WATER UTILITIES TRUST, party of the first part, hereinafter termed "Trust" and **Wynn Construction Company, Inc.**, party of the second part, hereinafter termed "Contractor".

WITNESSETH:

WHEREAS, the OKLAHOMA CITY WATER UTILITIES TRUST has caused to be prepared in accordance with law certain specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for: **Project No. ST-0149, North Canadian Wastewater Treatment Plant Improvements and Upgrades, North Canadian Wastewater Treatment Plant**, as outlined and set out in the bidding documents and in accordance with the terms and provisions of said contract: and,

WHEREAS, Contractor, in response to said Solicitation for Bids, published in The Journal Record, **August 18th and 25th, 2022**, 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: **Fifty-Six Million Three Hundred Seventeen Thousand Eight Hundred Forty-Five and No/100 Dollars (\$56,317,845.00)**.

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 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 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 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 _____ day of _____, 2022, by the Contractor.

ATTEST:

Tyler Bahner
(Witness-Secretary)

Tyler Bahner, Secretary



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

Kevin Lang
President/Partner/Manager/Owner/Agent

Kevin Lang, Vice President

REVIEWED and **APPROVED** by the Oklahoma City Water Utilities Trust this 22nd day of November, 2022.

ATTEST:

Amy K. Simpson
SECRETARY



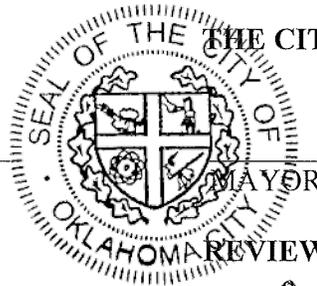
OKLAHOMA CITY WATER UTILITIES TRUST

J. D. Couch
CHAIRMAN

CONCURRED by the Council for ~~The~~ City of Oklahoma City this 6th day of December, 2022.

ATTEST:

Amy K. Simpson
CITY CLERK



THE CITY OF OKLAHOMA CITY

David Holt
MAYOR

REVIEWED for form and legality.

Craig Keith
Assistant Municipal Counselor

PERFORMANCE BOND**KNOWN ALL MEN BY THESE PRESENTS:****Bond No.: 30164356**

That We, Wynn Construction Co., Inc., as Principal, and Western Surety Company, 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 Fifty-Six Million Three Hundred Seventeen Thousand Eight Hundred Forty-Five and No/100 Dollars (\$56,317,845.00), 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 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. ST-0149, North Canadian Wastewater Treatment Plant Improvements and Upgrades, North Canadian Wastewater Treatment Plant, and has entered into a certain written contract with the Oklahoma City Water Utilities Trust on the 22nd day of November, 2022, 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:

Iyler Bahner
Secretary-Witness



Wynn Construction Co., Inc. Contractor

Kevin Lang
Vice President

ATTEST:

Cassidy Scott
Cassidy Scott, Witness



Western Surety Company
Surety

Jana M. Taylor
Jana M. Taylor, Attorney-in-Fact

REVIEWED and APPROVED by the Oklahoma City Water Utilities Trust this 22nd day of November, 2022.

ATTEST:

Amy K. Simpson
SECRETARY



J. D. Couch
CHAIRMAN

CONCURRED by the Council for The City of Oklahoma City this 6th day of December, 2022.

ATTEST:

Amy K. Simpson
CITY CLERK



THE CITY OF OKLAHOMA CITY

David Holt
MAYOR

REVIEWED for form and legality.

Craig Keith
Assistant Municipal Counselor

STATUTORY BOND

KNOWN ALL MEN BY THESE PRESENTS:

Bond No.: 30164356

That We, Wynn Construction Co., Inc., as Principal, and Western Surety Company 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 Fifty-Six Million Three Hundred Seventeen Thousand Eight Hundred Forty-Five and No/100 Dollars (\$56,317,845.00), 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 Principal Wynn Construction Co., Inc. 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: Project No. ST-0149, North Canadian Wastewater Treatment Plant Improvements and Upgrades, North Canadian Wastewater Treatment Plant, and has entered into a certain written contract with the OKLAHOMA CITY WATER UTILITIES TRUST on the 22nd day of November, 2022, 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 or 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:

Jylee Bahner
Secretary-Witness

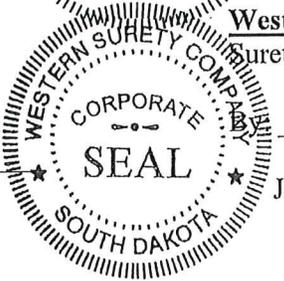


Wynn Construction Co., Inc. Contractor

Kevin Lang, Vice President

ATTEST:

Cassidy Scott
Cassidy Scott, Witness



Western Surety Company

Surety

Jana M. Taylor
Jana M. Taylor, Attorney-in-Fact

REVIEWED and APPROVED by the Oklahoma City Water Utilities Trust this 22nd day of November, 2022.

ATTEST:

Amy K. Simpson
SECRETARY



OKLAHOMA CITY WATER UTILITIES TRUST

CHAIRMAN

John D. Couch

CONCURRED by the Council for The City of Oklahoma City this 6th day of December, 2022.

ATTEST:

Amy K. Simpson
CITY CLERK



THE CITY OF OKLAHOMA CITY

MAYOR

David Holt

REVIEWED for form and legality.

Craig Keith
Assistant Municipal Counselor

MAINTENANCE BOND**KNOWN ALL MEN BY THESE PRESENTS:****Bond No.: 30164356**

That We, Wynn Construction Co., Inc., as Contractor, and Western Surety Company, as Surety, are held and firmly bound unto the Oklahoma City Water Utilities Trust in the full and just sum of Fifty-Six Million Three Hundred Seventeen Thousand Eight Hundred Forty-Five and No/100 Dollars (\$56,317,845.00), 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 said Contractor has entered into a contract with the OKLAHOMA CITY WATER UTILITIES TRUST, dated this 22nd day of November, 2022, and has agreed to construct: Project No. ST-0149, North Canadian Wastewater Treatment Plant Improvements and Upgrades, North Canadian Wastewater Treatment Plant, 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 _____ day of _____, 2022, by the Contractor.

ATTEST:

Tyler Bahner
Secretary / Witness

Wynn Construction Co., Inc.
(Contractor)

Kevin Lang, Vice President



ATTEST:

Cassidy Scott
Cassidy Scott, Witness



Western Surety Company
(Surety)

Jana M. Taylor
Jana M. Taylor, Attorney-in-Fact

REVIEWED and APPROVED by the Oklahoma City Water Utilities Trust this 22nd day of November, 2022.

ATTEST:

Amy K Simpson
SECRETARY



[Signature]
CHAIRMAN

CONCURRED by the Council for The City of Oklahoma City this 6th day of December, 2022.

ATTEST:

Amy K Simpson
CITY CLERK



[Signature]
MAYOR

REVIEWED for form and legality.

Craig S Keith
Assistant Municipal Counselor

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John G Hester, David Dutton, Bill Orcutt, Michael F Ross, Jeffrey J Burton, Dillon B Rosenhamer, Carrie J True, Jana M Taylor, Cassidy Scott, Individually

of Oklahoma City, OK, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of August, 2022.



WESTERN SURETY COMPANY

Paul T. Bruflat

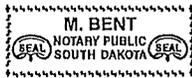
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 22nd day of August, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____, _____.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

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

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

CERTIFICATE OF NONDISCRIMINATION

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

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

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

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

Wynn Construction Company, Inc.

Name of Individual, Partnership, Limited Liability Company
Or Corporation, herein called “Contractor”

Signature of Contractor or Contractor’s Authorized Agent

Kevin Lang, Vice 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.

THE CITY OF OKLAHOMA CITY

SMALL, LOCAL AND MINORITY BUSINESS UTILIZATION PROGRAM
PUBLIC CONSTRUCTION PROJECT SUBCONTRACTING PLAN

The undersigned, affirms and states that the Engineer/Architect/Contractor has the authority to execute this Subcontracting Plan. The Engineer/Architect/Contractor further states that they understand the resolution creating the Local Business Utilization (LBU) Program adopted by the Council of the City of Oklahoma City on December 22, 2020.

LBU Program Email: LBU@okc.gov

I. Subcontracting Plan

- A. Outreach - In the space provided below describe in detail your company's efforts regarding outreach to small, minority, local and women owned businesses in an effort to utilize their services in conjunction with Project Number ST-0149 ORF-21-0008-CW.

Wynn Construction Co., Inc. sent out bid invites via email & fax

to a list of DBE/WBE/MBE contractors & suppliers.

The list is generated by using state recognized databases.

- 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, local and women owned businesses are made aware of and given the opportunity to submit bids for their services on publicly funded projects.

Wynn Construction Co., Inc. sent out bid invites via email & fax

to a list of DBE/WBE/MBE contractors & suppliers.

The list is generated by using state recognized databases.

Printed name of the Engineer/Architect/Contractor:

Wynn Construction Company, Inc.

Signature of executing individual:

Kevin Lang, VP

