

**CONTRACT**  
**Project # MB-1653**

**FAIRGROUNDS PARTS AND HARDWARE FOR STALL REPAIRS**

**WHEREAS**, Priefert Ranch and Rodeo Equipment has provided the OKLAHOMA CITY PUBLIC PROPERTY AUTHORITY a proposal for repairs to the stalls for:

**PROJECT MB-1653, FAIRGROUNDS PARTS AND HARDWARE FOR STALL REPAIRS**

as outlined in the proposal; and

**WHEREAS**, the existing stalls were designed by Priefert Ranch and Rodeo Equipment for Oklahoma State Fair Park to allow them to have removeable walls; and

**WHEREAS** the existing stalls were fabricated and installed by Priefert Ranch and Rodeo Equipment in 2007 and have performed repairs under sole source contract in 2018; and

**WHEREAS**, the basis for the sole source is to utilize the company that fabricated and installed the original stalls and that has the necessary proprietary parts; and

**WHEREAS**, City Staff has received a sole source proposal from Priefert Ranch and Rodeo Equipment in the amount of \$89,723.37 for furnishing all labor and materials for Project MB-1653, Fairgrounds Parts and Hardware for Stall Repairs; and

**WHEREAS**, the OCPPA has examined the proposal submitted and has determined and declared the above named Contractor to be designated as the sole source contractor on the above described project.

**NOW, THEREFORE, BE IT RESOLVED** by the Trustees of the Oklahoma City Public Property Authority that for the reasons stated above, that it is in the best interest of the OCPPA to designate Priefert Ranch and Rodeo Equipment as a sole source contractor, Project MB-1653, Fairgrounds Parts and Hardware for Stall Repairs, located at Oklahoma State Fair Park, \$89,723.37, and approving contract and bonds.

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

**ATTEST:**

**Contractor:**

*Priefert*

  
(Secretary-Witness)

By:

*Alan Swartz*

As:

*Inside Sales Mgr*

REVIEWED for form and legality.

*Craig Keith*

Assistant Municipal Counselor

APPROVED by Oklahoma City Public Property Authority this 22nd day of November, 2022.

ATTEST:

*Amy K Simpson*  
Secretary



Oklahoma City Public Property Authority

*Daid Holt*  
Chairman

CONCURRED by the Mayor and City Council of the City of Oklahoma City this 22nd day of November, 2022.

ATTEST:

*Amy K Simpson*  
City Clerk



*Daid Holt*  
Mayor

**PERFORMANCE BOND**

Bond #72497554

**Project # MB-1653**

**FAIRGROUNDS PARTS AND HARDWARE FOR STALL REPAIRS**

**KNOW ALL MEN BY THESE PRESENTS:**

That we Priefert Ranch and Rodeo Equipment, as Contractor, and WESTERN SURETY COMPANY, as Surety, are severally and jointly held and firmly bound unto Oklahoma City Public Property Authority, referred to in the Bidding Documents and herein as "Awarding Public Agency" in the sum of Eighty-Nine Thousand Seven Hundred Twenty-Three and 37/100 Dollars (\$89,723.37), 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:

Cardice Dawidson  
(Secretary-Witness)

Contractor: Priefert Ranch and Rodeo Equipment

By: [Signature]  
As: DIRECTOR, FINANCIAL ADMIN

ATTEST:

Jeannette Q. Blake  
(Secretary-Witness)

Surety: WESTERN SURETY COMPANY

By: Rolla Scott Bruner  
As: Attorney-in-Fact Rolla Scott Bruner 10/12/2022



REVIEWED for form and legality.

Craig Keith  
Assistant Municipal Counselor

APPROVED by Oklahoma City Public Property Authority this 22nd day of November, 2022.

ATTEST:

Amy K. Simpson  
Secretary



David Holt  
Chairman

CONCURRED by the Mayor and City Council of the City of Oklahoma City this 22nd day of November, 2022.

Amy K. Simpson  
City Clerk



David Holt  
Mayor

**STATUTORY BOND**

Bond #72497554

**Project # MB-1653**

**FAIRGROUNDS PARTS AND HARDWARE FOR STALL REPAIRS**

**KNOW ALL MEN BY THESE PRESENTS:**

That we Priefert Ranch and Rodeo Equipment, as Contractor, and WESTERN SURETY 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 Eighty-Nine Thousand Seven Hundred Twenty-Three and 37/100 Dollars (\$89,723.37), 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:** Priefert Ranch and Rodeo Equipment

Candice Dawkins  
(Secretary-Witness)

By: [Signature]

As: DIRECTOR, FINANCIAL ADMIN

**ATTEST:**

**Surety:** WESTERN SURETY COMPANY

Jeanette D. Blake  
(Secretary-Witness)

By: Rolla Scott Bruner  
As: Attorney-in-Fact  
Rolla Scott Bruner  
10/12/2022



**REVIEWED** for form and legality.

Craig Keith  
Assistant Municipal Counselor

**APPROVED** by Oklahoma City Public Property Authority this 22nd day of November,  
20 22.

**ATTEST:**

Amy K. Simpson  
Secretary



**Oklahoma City Public Property Authority**

David Holt

Chairman

**CONCURRED** by the Mayor and City Council of the City of Oklahoma City this 22nd day of  
November, 20 22.

**ATTEST:**

Amy K. Simpson  
City Clerk



David Holt  
Mayor

**MAINTENANCE BOND**  
**Project # MB-1653**  
**FAIRGROUNDS PARTS AND HARDWARE FOR STALL REPAIRS**

**KNOW ALL MEN BY THESE PRESENTS:**

That we Priefert Ranch and Rodeo Equipment, as Contractor, and WESTERN SURETY COMPANY, as Surety, are severally and jointly held and firmly bound unto Oklahoma City Public Property Authority, referred to in the Bidding Documents and herein as "Awarding Public Agency" in the sum of Eighty-Nine Thousand Seven Hundred Twenty-Three and 37/100 Dollars (\$89,723.37), 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 ) years 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 ) years 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: Priefert Ranch and Rodeo Equipment

Cardice Davidson  
(Secretary-Witness)

By: [Signature]  
As: D. NEZAM, FINANCIAL ADMIN

ATTEST:

Surety: WESTERN SURETY COMPANY

Jeannette D. Blank  
(Secretary-Witness)

By: Rolla Scott Bruner  
As: Attorney-in-Fact Rolla Scott Bruner  
10/12/2022



REVIEWED for form and legality.

Craig Keith  
Assistant Municipal Counselor

APPROVED by Oklahoma City Public Property Authority this 22nd day of November, 2022.

ATTEST:

Oklahoma City Public Property Authority

Amy K. Simpson  
Secretary



David Holt  
Chairman

CONCURRED by the Mayor and City Council of the City of Oklahoma City this 22nd day of November, 2022.

ATTEST:

Amy K. Simpson  
City Clerk



David Holt  
Mayor





**DEFECT BOND  
Project # MB-1653**

**FAIRGROUNDS PARTS AND HARDWARE FOR STALL REPAIRS**

**KNOW ALL MEN BY THESE PRESENTS:**

That we Priefert Ranch and Rodeo Equipment, as Contractor, and \_\_\_\_\_ WESTERN SURETY COMPANY \_\_\_\_\_, as Surety, are severally and jointly held and firmly bound unto Oklahoma City Public Property Authority, referred to in the Bidding Documents and herein as "Awarding Public Agency" in the sum of Eighty-Nine Thousand Seven Hundred Twenty-Three and 37/100 Dollars (\$89,723.37), 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**, 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 Awarding Public Agency 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 Awarding Public Agency of any defective, inferior or non-compliant work, material or workmanship repaired, replaced or maintained, timely and expeditiously, by staff and/or third parties, then this Defect Bond shall terminate at the end of the term provided in the Bidding Documents; 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 Awarding Public Agency as fully and totally complete and shall run for (1) the total number of years as provided in the Bidding Documents 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.

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:

Candice Davidson  
(Secretary-Witness)

Contractor: Priefert Ranch and Rodeo Equipment

By: [Signature]

As: DIRECTOR, FINANCIAL ADMIN

ATTEST:

Janette D. Blake  
(Secretary-Witness)

Surety: WESTERN SURETY COMPANY

By: Rolla Scott Bruner

As: Attorney-in-Fact  
Rolla Scott Bruner  
10/12/2022



REVIEWED for form and legality.

Craig Keith  
Assistant Municipal Counselor

APPROVED by Oklahoma City Public Property Authority this 22nd day of November,  
20 22.

ATTEST:

Amy K. Simpson  
Secretary



Daniel Holt  
Chairman

CONCURRED by the Mayor and City Council of the City of Oklahoma City this 22nd day of  
November, 20 22.

ATTEST:

Amy K. Simpson  
City Clerk



Daniel Holt  
Mayor

# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72497554

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Rolla Scott Bruner

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Priefert Ranch and Rodeo Equipment, A Wholly Owned Subsidiary of Priefert Mfg.

Principal: Co., Inc.

Obligee: Oklahoma City Public Property

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

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

If Bond No. 72497554 is not issued on or before midnight of September 23rd, 2023, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 12th day of October, 2022.

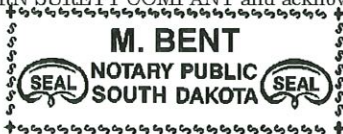
WESTERN SURETY COMPANY



Paul T. Bruflat,  
Vice President

STATE OF SOUTH DAKOTA } ss  
COUNTY OF MINNEHAHA }

On this 12th day of October, in the year 2022, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires March 2, 2026

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 12th day of October, 2022.

WESTERN SURETY COMPANY



Paul T. Bruflat, Vice President

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.

# **CNA SURETY**

The State of Oklahoma requires we inform you of the following:

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Form F2637-3-2012



OKLAHOMA CITY PUBLIC PROPERTY AUTHORITY

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.***

Priestly Mfg. Co. Inc.  
Name of Individual, Partnership, Limited Liability  
Company, or Corporation hereinafter called Bidder

Alan Swarts  
Signature of Bidder or Authorized Agent

Alan Swarts  
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.

## ANTI/NON-COLLUSION AFFIDAVIT

The following Affidavit is submitted by the Bidder, or Bidder's Authorized Agent:

The undersigned of lawful age, being first duly sworn on oath, affirms and says:

1. The undersigned is the Bidder or the duly authorized agent of the Bidder submitting this competitive bid and as the lawful authority to execute this Affidavit and the attached Bid.

For the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City or Trust officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Bid to which this statement is attached:

2. The undersigned is fully aware of the facts and circumstances surrounding the making of the Bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Bidder nor anyone subject to the Bidder's direction or control has been a party:
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
  - b. to any collusion with any City or Trust official, agent or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract; nor
  - c. in any discussion between bidders and any City or Trust official, agent or employee concerning exchange of money or other thing of value for special consideration in the letting of a contract.
4. The undersigned certifies, if awarded this contract, whether competitively bid or not, neither the Bidder nor anyone subject to Bidder's direction or control has paid, given, or donated or agreed to pay, give or donate to any officer or employee of the City or Trust any money or other thing of value, either directly or indirectly, in procuring this contract.

***This Bid will not be considered unless  
this form has been fully completed and signed and certified by the Bidder.***

Certified this 28 day of October, 2022.

Priefert Mfg. Co. Inc.

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

Alan Swartz

Signature of Bidder or Bidder's Authorized Agent

Alan Swartz

Type or print name and title of person who signed above

This Affidavit required for Public Improvement Projects by 61 Okla. Stat. Supp. 2008 § 115.

ANTI/NON-COLLUSION AFFIDAVIT  
NOTARY STATEMENT

STATE OF Texas )  
COUNTY OF Titus ) §

I, Candice Davidson, Notary Public in and for said County and State, do hereby certify that on this 28 day of October, 20 22, Alan Swarts, personally known to me to be the same person and official who executed the above and foregoing instrument as Alan Swarts 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 Alan Swarts 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.

Candice Davidson  
Notary Public

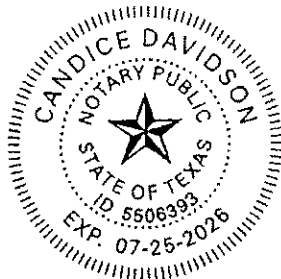
My commission expires:

7-25-2026

My commission #:

7-25-2026  
5506393

(Seal)



**THE CITY OF OKLAHOMA CITY  
BUSINESS RELATIONSHIP AFFIDAVIT**

The undersigned as Bidder or Bidder's Authorized Agent, being of lawful age and being first duly sworn on oath, hereby swears, affirms and states that the undersigned has thoroughly read and understands the provisions and terms of this Business Relationship Affidavit and is fully knowledgeable of Bidder's and its officers' and directors' business relationships and associations and hereby affirmatively so states that as a part of this Bid.

The undersigned as Bidder or Bidder's Authorized Agent further swears, affirms, and states that the Bidder does not have any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this sworn statement and has not had any such relationship with the architect, the engineer, or any other party to this project **except, if any, as stated on the lines below.**

The undersigned as Bidder or as Bidder's Authorized Agent further swears, affirms, and states that no officer or director of the Bidder has a partnership, joint venture, or other business relationship presently in effect and no officer or director of the Bidder has had any such relationship within one (1) year prior to the date of this sworn statement with any officer or director of the architectural or engineering firm or other party to this project **except, if any, as stated on the lines below.**

If Bidder or any of its officers or directors has or within the one (1) year prior to the date of this statement has had any such relationships, the Bidder or Bidder's Authorized Agent must state the names of all persons having such business relationships and the positions they hold or held with the Bidder and/or their respective companies or firms **on the lines provided below:**

---

**(THE BIDDER MUST STATE ANY BUSINESS RELATIONSHIP MEETING THE ABOVE DESCRIPTION ON THE LINES ABOVE, IF NO DISCLOSURE IS MADE ON THE ABOVE LINES THEN BIDDER WILL BE IRREFUTABLY DEEMED TO HAVE STATED AND SWORN UNDER PENALTY OF LAW THAT BIDDER AND ITS OFFICERS OR DIRECTORS HAS NO SUCH RELATIONSHIPS.)**

***This Bid will not be considered unless this form has been fully signed by the Bidder, and notarized, dated and completed by the Notary Public.***

STATE OF Texas )  
COUNTY OF Titus ) ss.

The undersigned, as Bidder or Bidder's Authorized Agent, hereby expressly adopts and affirmatively incorporates herein by reference the above recitation as the sworn statement of the Bidder and the signatory.

Prioritet Mfg Co. Inc.  
Name of Individual, Partnership, Limited Liability  
Company, or Corporation herein called Bidder

Alan Swarts  
Signature of Bidder or Bidder's Authorized Agent

Alan Swarts  
Type or print name and title of person who signed above

Signed and sworn to or affirmed before me on this 28 day of October,  
2022,  
by the above named Bidder or Bidder's Authorized Agent.

My Commission expires 7-25-2026  
Candice Davidson

My Commission number 5506393



This Affidavit required for Public Improvement Projects by 61 Oklahoma Statutes Supp. 2008 § 108.



## 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-1653.

Items for Project MB-1653 are manufactured  
exclusively by Prietext Mfg. Neither Sub-contractor  
services or components are utilized in the  
manufacturing process for project MB-1653

- 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.

Prietext does not discriminate in the selection of  
vendors to provide goods and services. Vendors are  
selected on the following basis: Pricing, Availability,  
Reputation/References, Location, Shipping terms and capabilities,  
Quality system certification, Quality samples, Onsite Audit  
Results, Telephone interviews, Written surveys, Customer mandate  
and Sole Source / OEM status

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.

Priest Mfg. Co. Inc.  
Name of Individual, Partnership, Limited Liability  
Company, or Corporation hereinafter called Bidder

Alan Swarts  
Signature of Contractor or Authorized Agent

Alan Swarts  
Type or print name and title of person who signed above

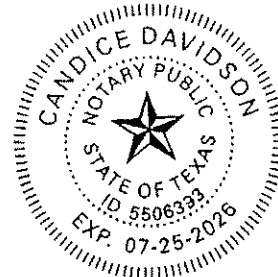
STATE OF Texas )  
COUNTY OF Titus ) §

Signed and sworn to or affirmed before me on this 28 day of October, 2022,  
by Alan Swarts as the above named Contractor or Contractor's Authorized Agent.  
(Insert name of person signing above)

Candice Davidson  
Notary Public

My Commission expires 7-25-2026  
My Commission number 5506393

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Higginbotham Insurance Agency, Inc. 1610 Shadywood Lane Mount Pleasant TX 75455		<b>CONTACT NAME:</b> Lisa Garner <b>PHONE (A/C, No, Ext):</b> 903-434-4754 <b>FAX (A/C, No):</b> 903-577-1467 <b>E-MAIL ADDRESS:</b> lgarner@higginbotham.net		
<b>INSURED</b> Priefert Mfg. Co., Inc. 2630 South Jefferson Mount Pleasant TX 75455		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A: Travelers Lloyds Insurance Company		41262
		INSURER B: Old Republic Insurance Company		24147
		INSURER C: Endurance American Insurance Company		10641
		INSURER D:		
		INSURER E:		
INSURER F:				

## COVERAGES

CERTIFICATE NUMBER: 1108035224

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		MWZY 317143 22	9/1/2022	5/1/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 OTHER \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp/1,000 <input checked="" type="checkbox"/> Coll/1,000		MWTB 317144 22	9/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED RETENTION \$		EXC30024476500	9/1/2022	5/1/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$ OTHER \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N	N/A	MWC 317142 22	9/1/2022	5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Rented/Leased Equipment Cargo Broad Form		6608066X855	9/1/2022	5/1/2023	Limit Single Conveyance 250,000/Ded 1,000 100,000/Ded 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Automobile Liability and General Liability policies include a blanket automatic additional insured endorsement that provides additional insured status and a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The Auto Liability and General Liability policies has a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status. Waiver of Subrogation is issued as respects to Work Comp as required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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