

**CONTRACT**

**THIS CONTRACT AND AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the OKLAHOMA CITY WATER UTILITIES TRUST, party of the first part, hereinafter termed "Trust" and **Cimarron Construction Company, LLC**, 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. SC-1112, Sanitary Sewer Line Installation, NW 20th Street to NW 18th Street between North Davis Avenue and North Markwell Avenue**, 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, **October 25th and November 1st, 2023**, 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: **One Million Four Hundred Eighty-Five Thousand One Hundred Eighty-Three and No/100 Dollars (\$1,485,183.00)**.

**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* \_\_\_\_\_, 2024, *by the Contractor.*

**ATTEST:**

*[Signature]*  
(Witness-Secretary)

**CIMARRON CONSTRUCTION COMPANY, LLC**  
CORPORATE SEAL  
*[Signature]*  
President/Partner/Manager/Owner/Agent

**REVIEWED** and **APPROVED** by the Oklahoma City Water Utilities Trust this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**ATTEST:**

**OKLAHOMA CITY WATER UTILITIES TRUST**

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
CHAIRMAN

**CONCURRED** by the Council for The City of Oklahoma City this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

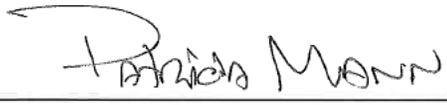
**ATTEST:**

**THE CITY OF OKLAHOMA CITY**

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

**REVIEWED** for form and legality.

  
\_\_\_\_\_  
Assistant Municipal Counselor

OCWUT

Project No. SC-1112

**PERFORMANCE BOND**

**KNOWN ALL MEN BY THESE PRESENTS:**

That We, **Cimarron Construction Company, LLC**, as Principal, and **Fidelity and Deposit Company of Maryland**, 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 **One Million Four Hundred Eighty-Five Thousand One Hundred Eighty-Three and No/100** Dollars (**\$1,485,183.00**), 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. SC-1112, Sanitary Sewer Line Installation, NW 20th Street to NW 18th Street between North Davis Avenue and North Markwell Avenue** and has entered into a certain written contract with the Oklahoma City Water Utilities Trust on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, 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:

Jon Hubabay  
Secretary-Witness

**CIMARRON CONSTRUCTION COMPANY, LLC**  
Contractor  
By: Jon Hubabay  
President/Partner/Manager/Owner/Agent

ATTEST:

Becky Killman  
Secretary-Witness Becky Killman

**Fidelity and Deposit Company of Maryland**  
Surety  
By: Deborah L. Raper  
Attorney-in-Fact  
Seal: Fidelity and Deposit Company of Maryland, No. 17709

REVIEWED and APPROVED by the Oklahoma City Water Utilities Trust this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

**OKLAHOMA CITY WATER UTILITIES TRUST**

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
CHAIRMAN

CONCURRED by the Council for The City of Oklahoma City this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

**THE CITY OF OKLAHOMA CITY**

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

REVIEWED for form and legality.

Patricia Mann  
Assistant Municipal Counselor

OCWUT

Project No. SC-1112

**STATUTORY BOND**

**KNOWN ALL MEN BY THESE PRESENTS:**

That We, **Cimarron Construction Company, LLC**, as Principal, and **Fidelity and Deposit Company of Maryland** 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 **One Million Four Hundred Eighty-Five Thousand One Hundred Eighty-Three and No/100** Dollars (**\$1,485,183.00**), 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 **Cimarron Construction Company, LLC** 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. SC-1112, Sanitary Sewer Line Installation, NW 20th Street to NW 18th Street between North Davis Avenue and North Markwell Avenue** and has entered into a certain written contract with the OKLAHOMA CITY WATER UTILITIES TRUST on the \_\_\_\_\_ day of \_\_\_\_\_, 20**24**, for the erection and construction of said work and improvement in exact accordance with the bid of said Principal, and according to certain plans and specifications theretofore made, adopted and placed on file in the Office of the City Clerk of the CITY OF OKLAHOMA CITY.

**NOW, THEREFORE**, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal of subcontractor of said Principal who perform work in the performance of such, for labor and materials furnished by any supplier and consumed in the performance of said contract, and such repairs to and rental of machinery and equipment as may be furnished by a subcontractor to the person or persons contracting with this the Oklahoma City Water Utilities Trust, within thirty (30) days after the same becomes due and payable, the person, firm or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligation of this bond.

**IN WITNESS WHEREOF**, the Contractor has caused this bond to be executed and the Surety has caused this bond to be executed on the day and year, respectively, written below.

ATTEST:

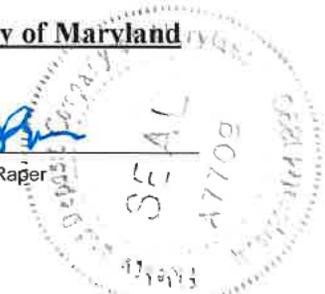
Ann Huhabag  
Secretary-Witness

  
Cimarron Construction Company, LLC  
Contractor  
Steve Miller  
President/Partner/Manager/Owner/Agent

ATTEST:

Becky Killman  
Secretary-Witness Becky Killman

Fidelity and Deposit Company of Maryland  
Surety  
By: Deborah L. Raper  
Attorney-in-Fact Deborah L. Raper



**REVIEWED** and **APPROVED** by the Oklahoma City Water Utilities Trust this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

**OKLAHOMA CITY WATER UTILITIES TRUST**

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
CHAIRMAN

**CONCURRED** by the Council for The City of Oklahoma City this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

**THE CITY OF OKLAHOMA CITY**

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

**REVIEWED** for form and legality.

Patricia Mann  
Assistant Municipal Counselor

OCWUT

Project No. SC-1112

**MAINTENANCE BOND****KNOWN ALL MEN BY THESE PRESENTS:**

That We, **Cimarron Construction Company, LLC**, as Contractor, and **Fidelity and Deposit Company of Maryland**, as Surety, are held and firmly bound unto the Oklahoma City Water Utilities Trust in the full and just sum of **One Million Four Hundred Eighty-Five Thousand One Hundred Eighty-Three and No/100** Dollars (**\$1,485,183.00**), 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 \_\_\_\_\_ day of \_\_\_\_\_, 2024, and has agreed to construct: **Project No. SC-1112, Sanitary Sewer Line Installation, NW 20th Street to NW 18th Street between North Davis Avenue and North Markwell Avenue**, 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 \_\_\_\_\_, 2021, by the Contractor.

ATTEST:

Jan Thekabay  
Secretary / Witness

**Cigarron Construction Company, LLC**  
Contractor  
Tom & Malle Pwr.  
President/Partner/Manager/Owner/Agent

ATTEST:

Becky Killman  
Secretary / Witness Becky Killman

**Fidelity and Deposit Company of Maryland**  
(Surety)

Deborah L. Raper  
Attorney-in-Fact/Agent Deborah L. Raper



**REVIEWED** and **APPROVED** by the Oklahoma City Water Utilities Trust this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**ATTEST:**

**OKLAHOMA CITY WATER UTILITIES TRUST**

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
CHAIRMAN

**CONCURRED** by the Council for The City of Oklahoma City this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

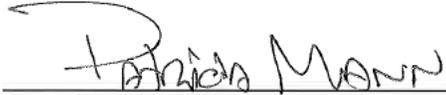
**ATTEST:**

**THE CITY OF OKLAHOMA CITY**

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

**REVIEWED** for form and legality.

  
\_\_\_\_\_  
Assistant Municipal Counselor

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



*Thomas O. McClellan*

Thomas O. McClellan  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

1299 Zurich Way  
Schaumburg, IL 60196-1056  
[reportsfclaims@zurichna.com](mailto:reportsfclaims@zurichna.com)

800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint to Clayton HOWELL, Vicki WILSON, Austin K. GREENHAW, J. Kelly DEER, Shelli R. SAMSEL, Travis E. BROWN, Jamie BURRIS, Vaughn P. GRAHAM, Vaughn P. GRAHAM, JR., Stephen M. POLEMAN, Deborah L. RAPER, Dwight A. PILGRIM, Gary LILES, Randy D. WEBB, Bobby Joe YOUNG, Aaron WOOLSEY, Carey L. KENNEMER, Kristin LEWIS, Joshua BRYAN, Becky KILLMAN of Tulsa, Oklahoma, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 04th day of January, A.D. 2024.



**ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*  
Vice President

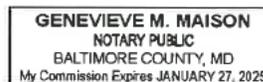
By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 04th day of January, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Genevieve M. Maison*



**Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790**

February 26, 2024

The City of Oklahoma City and its participating Trusts  
200 N Walker Avenue  
Oklahoma City, OK 73102

RE:    Cimarron Construction Company  
      Bond #9448535  
      Project: Project No. SC-1112, Sanitary Sewer Line Installation, NW 20th Street to  
      NW 18th Street between North Davis Avenue and North Markwell Avenue

Dear Sir/Madam:

Please let this letter serve as authorization to date the bonds and powers of attorney for the above-captioned bonds. This authority may be extended by you the owner, or to the architect, or their designated representatives.

Should you have any questions, please feel free to call.

Sincerely,



Deborah L Raper, Attorney-in-Fact for Fidelity and Deposit Company of Maryland

**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.*

**CIMARRON CONSTRUCTION COMPANY, LLC**  
 Name of Individual, Partnership, Limited Liability Company,  
 Or Corporation, herein called "Contractor"

**SEAL**

*Don E. Noble* Mrs.

Signature of Contractor or Contractor's Authorized Agent

Don E. Noble - 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 OCWUT SC-112.

Cimarron Construction Company utilizes email and facemail correspondence to reach potential sub contractors on advertised projects. We use the readily available sub contractor contact list from ODOT, listing DBE, WBE and and MBE sub contractors, and send correspondence requesting quotes for the above mentioned projects.

- 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.

As a company, Cimarron Constnution Company emphasizes to all of their estimators to actively pursue the use of small, minority, disadvantaged and women owned businesses as sub contactors on all of projects they are bidding

Printed name of the Engineer/Architect/Contractor:

Cimarron Construction Company, LLC

Signature of executing individual:





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED**  
**(Includes Products-Completed Operations If Required By Contract)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**PROVISIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
  - (a) How, when and where the "occurrence" or offense took place;
  - (b) The names and addresses of any injured persons and witnesses; and
  - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- (2) If a claim is made or "suit" is brought against the additional insured:

## COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
  - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY EARLIER NOTICE OF CANCELLATION/NONRENEWAL  
PROVIDED BY US IL T3 54

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

CONTINUATION OF FORM IL T3 54 PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT  
NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE  
NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED  
INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF  
THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST  
FROM YOU TO US.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL LIMITATION OF COVERAGE PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

**SCHEDULE**

<b>CANCELLATION:</b>	<b>Number of Days Notice:</b> 30
<b>WHEN WE DO NOT RENEW (Nonrenewal):</b>	<b>Number of Days Notice:</b>
<b>MATERIAL LIMITATION OF COVERAGE:</b>	<b>Number of Days Notice:</b>

**PERSON OR ORGANIZATION:** ANY PERSON OR ORGANIZATION CONTINUED ON IL T8 03

**ADDRESS:** THE ADDRESS FOR THAT PERSON CONTINUED ON IL T8 03  
OKLAHOMA CITY OK 73121

**PROVISIONS**

- A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.
- B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown

in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

- C. If we add a material limitation on the coverage provided by this policy, and a number of days is shown for Material Limitation Of Coverage in the Schedule above, we will mail notice of such limitation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Material Limitation Of Coverage in such Schedule before the effective date of such limitation.