

C O N T R A C T

THIS CONTRACT made and entered into this 26th day of MARCH, 2024, by and between CITY OF LAWTON, Oklahoma, a Municipal Corporation, acting by and through the Mayor and City Council, party of the first part, hereinafter referred to as "CITY", and T&G Construction party of the second part, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, the CITY has caused to be prepared in accordance with law, certain Contract Documents and Technical Specifications (including Plans) for the work hereinafter described, and has caused a 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

2024 CITYWIDE PAVEMENT REHABILITATION PROJECT B
PROJECT NO. PW2304

and

WHEREAS, the Contractor in response to said Solicitation for Bids submitted to the CITY in the manner and at the time specified a sealed proposal in accordance with the terms and provisions of said Contract Documents and Technical Specifications, Plans and Addenda(s) associated with this project; and

WHEREAS, the CITY, in the manner provided by law, has publicly opened, examined, and canvassed all the proposals submitted and has determined and declared the above named Contractor to be the best responsive bidder on the above described project; and

WHEREAS, the City, has duly awarded this Contract (Alternate A, Base Bid + Alternate A Items) to said Contractor for the sum specified in the Contractor's proposal, to wit:

FIVE million ONE hundred two thousand two hundred
NINETEEN & ONE CENT (5,102,219.0). Said proposal of
T&G Construction Inc. is incorporated by reference into this contract.

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 and materials, tools, and equipment required to perform and complete said work in strict accordance with this Contract, the Contract Documents and Technical Specifications and all applicable Plans and Addenda, all of which are on file in the office of the City Engineer, City Hall, Lawton, OK, 73501, and hereby incorporated by reference and made a part of this Contract as if the same were each herein set out at length.

2. The CITY will make progress payments to the Contractor no more than once per month upon request of the Contractor.

Such payment will be made on the basis of an agreed estimate of work performed since the previous pay request, provided that the Contractor and the City Engineer shall have previously come to an agreement as to the amount of the request prior to submission.

The City shall retain five percent (5%) of the amount of each estimate until the project is complete. This retainage shall not be released until final acceptance of project by the City Council.

Each monthly estimate for payment must contain or have attached an affidavit for payment, as set forth in the Contract Documents and Technical Specifications.

On completion of the work, but prior to the acceptance by the CITY, it shall be the duty of the City Engineer, or his authorized designee, to determine that said work has been completed and fully performed in accordance with said Contract Documents and Technical Specifications and all applicable Plans and Addenda; and upon making such determination said official shall make his final certificate to the CITY.

The Contractor hereby agrees to commence work under this Contract on a date to be specified in a written "Work Order" of the CITY and to fully complete the project within **One Hundred and Twenty (120) consecutive calendar days**. The Contractor further agrees to pay as liquidated damages, the sum of **Two Thousand Dollars and 00/100 (\$2000.00) for each consecutive calendar day** thereafter as provided in Paragraph 18 of the General Conditions section of the Contract Documents and Technical Specifications.

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 constituting the Contractor's Release to City as set forth in the Contract Documents and Technical Specifications; thereupon, the final estimate (including any retained amounts) will be approved and paid.

3. **Discrimination.** The Contractor agrees in connection with the performance of work under this contract as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, disability, or ancestry. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, (including apprenticeship.) The Contractor and subcontractor shall agree to post in a conspicuous place available to employees and applicants for employment, notice to be provided by the City Clerk of the City of Lawton setting forth provisions of this section.

b. The Contractor agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Contract.

c. In the event of the Contractor's non-compliance with the above non-discrimination clause, this Contract may be terminated by the CITY. The Contractor may also be declared by the CITY to be ineligible for future contracts with the CITY until satisfactory proof of intent to comply shall be made by the Contractor.

4. Use of Subcontractors. The Contractor shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. At the request of the CITY, the Contractor shall furnish evidence of compliance with this requirement of minority solicitation. The Contractor further agrees to consider the grant of subcontracts to minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses.

5. Entire Contract. This Contract and all the documents incorporated by reference contain the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not set forth in writing hereto or attached. This Contract includes the following items: this Contract, the Contract Documents and Technical Specifications, all applicable Plans and Addenda and the Contractor's Proposal.

6. Modification and Termination. This Contract cannot be modified or terminated except in writing signed by both parties or as otherwise provided herein.

7. Assignment. This Contract shall not be assigned without the written consent of the CITY.

8. Bankruptcy. If the Contractor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the Contractor, or if a receiver is appointed for the Contractor, the CITY shall have the right to terminate this Contract upon written notice to the Contractor without prejudice to any claim for damages or any other right of the CITY under this Contract to the time of such termination.

9. Variables in Cost. The parties hereto assume and understand that the variables in Contractor's cost of performance may fluctuate; consequently, the parties hereto agree that any fluctuations in Contractor's costs will in no way alter the Contractor's obligations under this Contract nor excuse performance or delay on his part.

10. Venue. This Contract shall be governed by the laws of the State of Oklahoma.

11. This Contract requires proper signature and acceptance by the Contractor and approval by the Lawton City Council before it becomes effective.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in three (3) originals, the day and year first above written.

(FOR CORPORATIONS ONLY)

T46 Construction Inc
Name of Corporation

By [Signature]

Title PRESIDENT

ATTEST:

[Signature]

Title Admin Assistant

(AFFIX SEAL)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Name of Partnership or Proprietorship

By _____

Title _____

COUNTY OF COMANCHE }
STATE OF OKLAHOMA }

Before me the undersigned, a Notary Public in and for said state, on this ____ day of _____, 2024, personally appeared _____, a member of the partnership/proprietorship _____ to me known to be the identical person who executed the within and foregoing instrument on behalf of said partnership/proprietorship and acknowledged to me that _____ (he/she) executed the same as _____ (his/her) free and voluntary act and deed, and for the free and voluntary act and deed of said partnership/proprietorship, for the uses and purposes therein set forth.

Notary Public

My Commission Expires _____

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

Stan Booker, MAYOR

ATTEST:

Donalynn Blazek-Scherler, CITY CLERK

APPROVED as to form and legality this 28th day of March, 2024.


for Tim Wilson, INTERIM CITY ATTORNEY

I, Joe Don Dunham, Finance Director of the City of Lawton, Oklahoma, do hereby certify that I have entered the amount for this encumbrance against appropriate Account No. _____ for _____ (\$), and after charging account title **2024 CITYWIDE PAVEMENT REHABILITATION PROJECT B**
PROJECT NO. PW2304

with this encumbrance there is an unencumbered balance in said account of \$ _____

Dated this _____ day of _____, 2024.

Joe Don Dunham, FINANCE DIRECTOR

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

T & G Construction, Inc., 800 SE 1st St, Lawton, OK 73501 as Principal, and
(full name and address)

RLI Insurance Company, 9025 N. Lindberg Drive, Peoria, IL 61615 as Surety, a
(full name and address)

corporation organized under the laws of the State of Illinois, and authorized to transact business in the State of Oklahoma, are hereby held and firmly bound unto the CITY OF LAWTON, as OWNER, in the penal sum

of Five Million One Hundred Two Thousand Two Hundred Nineteen & 01/100--- DOLLARS (\$ 5,102,219.01) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, trustees, successors, and assigns, firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written contract with the CITY OF LAWTON, OKLAHOMA, dated on the _____ day of _____, 2024, for

2024 CITYWIDE PAVEMENT REHABILITATION PROJECT B **PROJECT NO. PW2304**

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, City of Lawton, City Hall, 212 SW 9th St, Lawton, Oklahoma 73501.

NOW, THEREFORE, if said Principal shall

- (1) in all particulars, well, truly and faithfully perform and abide by said Contract, each and every covenant, and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said Contract and said specifications; and
- (2) if said Principal shall promptly pay, or cause to be paid, all labor, materials and/or repairs and all bills for labor performed on said work, whether by subcontract or otherwise.

then this obligation shall be null and void. **Otherwise** said obligation shall be and 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 or 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 said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year above written.

Dated this 26th day of MARCH, 2024.

Principal:

T & G Construction, Inc.
(Name of Contractor)

Surety:

RLI Insurance Company

By:

[Signature]
(Name & Title)

By:

[Signature]
Attorney-in-Fact

(Affix Seal) Deborah L. Raper

(FOR CORPORATIONS ONLY)

ATTEST:

[Signature]
(Name & Title) Admin. Assistant
(Affix Seal)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this _____ day of _____, 2024

Notary: _____ My commission expires: _____

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS that

T & G Construction, Inc., 800 SE 1st St, Lawton, OK 73501 as Principal, and
(full name and address)

RLI Insurance Company, 9025 N. Lindberg Drive, Peoria, IL 61615 as Surety, a
(full name and address)

corporation organized under the laws of the State of Illinois, and authorized to transact business in the State of Oklahoma, are hereby held and firmly bound unto the CITY OF LAWTON, as OWNER, in the penal sum of

Five Million One Hundred Two Thousand Two Hundred Nineteen & 01/100--- DOLLARS (\$ 5,102,219.01) in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that WIIEREAS, said Principal entered into a written Contract with the CITY OF LAWTON, OKLAHOMA, dated on the _____ day of _____, 2024, for

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PROJECT NO. PW2304

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, City Hall, 212 SW 9th St, Lawton, Oklahoma 73501.

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractors of said Principal who perform work in the performance of such contract, for labor and materials and repairs to and parts for equipment used and consumed in the performance of said Contract 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 obligations of this bond.

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

Dated this 20th day of MARCH, 2024.

Principal:

TG Construction, Inc.
(Name of Contractor)

By:


(Name & Title)

Surety:

RLI Insurance Company

By:


Attorney-in-Fact (Affix Seal) Deborah L. Raper

(FOR CORPORATIONS ONLY)

ATTEST:

Sen. Shannon Admin. Assistant
(Name & Title) (Affix Seal)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this _____ day of _____, 2024

Notary: _____ My commission expires: _____

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

T & G Construction, Inc., 800 SE 1st St, Lawton, OK 73501 as Principal, and
(full name and address)

RLI Insurance Company, 9025 N. Lindberg Drive, Peoria, IL 61615 as Surety, a
(full name and address)

corporation organized under the laws of the State of Illinois, and authorized to transact business in the State of Oklahoma, are hereby held and firmly bound unto the CITY OF LAWTON, as OWNER, in the penal sum of

Five Million One Hundred Two Thousand Two Hundred Nineteen & 01/100--- DOLLARS (\$ 5,102,219.01) in lawful money of the United States of America, said sum being equal to One Hundred Percent (100%) of the Contract price, for two (2) years after completion and acceptance of the project, payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written contract with the CITY OF LAWTON, OKLAHOMA, dated on the _____ day of _____, 2024, for

2024 CITYWIDE PAVEMENT REHABILITATION PROJECT B
PROJECT NO. PW2304

all in compliance with the plans and specifications therefore, made a part of this contract and file in the Office of the City Clerk of the City of Lawton, City Hall, 212 SW 9th St, Lawton, Oklahoma, 73501.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the CITY OF LAWTON, OKLAHOMA all damage, loss and expense which may result by reason of defective materials and/or workmanship in connection with said work for a period of TWO (2) years, from and after acceptance of said project by the CITY OF LAWTON and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if Principal shall save and hold the CITY OF LAWTON harmless from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and 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 the bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the surety

has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

Dated this 26th day of MARCH, 2004.

Principal:

Surety:

T&G Construction, Inc.
(Name of Contractor)

RLI Insurance Company

By: [Signature]
(Name & Title)

By: [Signature]
Attorney-in-Fact (Affix Seal) Deborah L. Raper

(FOR CORPORATIONS ONLY)

ATTEST:

[Signature] Admin Assistant
(Name & Title) (Affix Seal)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this _____ day of _____, 2024

Notary: _____ My commission expires: _____

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Travis E. Brown, Mark D. Nowell, Christopher W. Webb, Ryan N. Teubner, Deborah L. Raper, Kent Jay Bradford, Kyle Pat Bradford, Shelli R. Samsel, Dwight A. Pilgrim, Vicki Wilson, Clayton Howell, Austin Greenhaw, Gary Liles, Randy D. Webb, Bobby Joe Young, Aaron Woolsey, Carey L. Kennemer, Joshua Bryan, Becky Killman, jointly or severally

in the City of Tulsa, State of Oklahoma its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"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."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 2nd day of January, 2024.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Eric Raudins
Eric Raudins Sr. Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 2nd day of January, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution 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 the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this day of , 2024.

By: Jill A. Scott
Jill A. Scott Notary Public

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jeffrey D. Dick
Jeffrey D. Dick Corporate Secretary



JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025