

CONTRACT

**Project PC-0926/WC-1023 Phase-2 Post Road Widening and Waterline Relocation
South Post Road from SE 44th Street to SE 59th Street, SE 44th Street from Douglas
Boulevard to Post Road**

**PC-0926 Phase- 2 Base Bid plus Alternates 1, 2, and 4;
WC-1023 Phase-2 Base Bid plus Alternate 1**

THIS CONTRACT by and between The City of Oklahoma City, collectively referred to in the Bidding Documents and herein as "Awarding Public Agency", and McKee Utility Contractors, LLC, hereinafter termed "Contractor" is made and entered into on the date approved by the Awarding Public Agency. **WITNESSETH:**

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

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

WHEREAS, the Awarding Public Agency has determined Contractor to be the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project for the sum of: Thirty Six Million Three Hundred Ninety Thousand Five Hundred Twenty Four Dollars Thirty 38 Cents(\$36,390,524.38)

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed and hereby agree as follows:

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

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

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

3. On completion of the Project, but prior to the acceptance thereof by the Awarding Public

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

This Contract shall be effective upon approval and execution by the Awarding Public Agency below.

ATTEST:

Paige Walker
(Secretary ~~Witness~~)



Contractor:

By: [Signature]

As: President

REVIEWED for form and legality.

[Signature]
Assistant Municipal Counselor

APPROVED by The City of Oklahoma City this 17TH day of DECEMBER, 20 24.

ATTEST:

Amy K Simpson
City Clerk



The City of Oklahoma City
David Holt
Mayor

CONCURRED by Oklahoma City Water Utilities Trust this 17TH day of DECEMBER, 20 24.

ATTEST:

Amy K Simpson
Secretary



Oklahoma City Water Utilities Trust
[Signature]
Chairman

PERFORMANCE BOND

Project PC-0926/WC-1023 Phase-2 Post Road Widening and Waterline Relocation
Post Road from SE 44th Street to SE 59th Street, SE 44th Street from Douglas
Boulevard to Post Road

PC-0926 Phase- 2 Base Bid plus Alternates 1, 2, and 4;

WC-1023 Phase-2 Base Bid plus Alternate 1

KNOW ALL MEN BY THESE PRESENTS:

McKee Utility Contractors, LLC
That we 2319 West Main Street, Prague, OK 74864, as Contractor, and
Harco National Insurance Company
4200 Six Forks Road, Suite 1400, Raleigh, NC 27609 919-833-1600, as Surety,
are severally and jointly held and firmly bound unto The City of Oklahoma City, collectively referred to
in the Bidding Documents and herein as “Awarding Public Agency” in the sum of Thirty Six Million
Three Hundred Ninety Thousand Five Hundred Twenty Four Dollars Thirty 38 Cents(\$36,390,524.38),
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:

Contractor: McKee Utility Contractors, LLC

Paige Walker
(Secretary-Witness)

By: [Signature]

As: [Signature]

ATTEST:

Surety: Harco National Insurance Company

[Signature]
(Secretary-Witness)

By: [Signature]
As: Attorney-in-Fact Danielle R. Capps



REVIEWED for form and legality.

[Signature]
Assistant Municipal Counselor

APPROVED by The City of Oklahoma City this 17TH day of DECEMBER, 2024.

ATTEST:

The City of Oklahoma City

Amy K. Simpson
City Clerk



David Holt
Mayor

CONCURRED by Oklahoma City Water Utilities Trust this 17TH day of DECEMBER, 2024.

ATTEST:

Oklahoma City Water Utilities Trust

Amy K. Simpson
Secretary



[Signature]
Chairman

STATUTORY BOND

Project PC-0926/WC-1023 Phase-2 Post Road Widening and Waterline Relocation
Post Road from SE 44th Street to SE 59th Street, SE 44th Street from Douglas
Boulevard to Post Road
PC-0926 Phase- 2 Base Bid plus Alternates 1, 2, and 4;
WC-1023 Phase-2 Base Bid plus Alternate 1

KNOW ALL MEN BY THESE PRESENTS:

McKee Utility Contractors, LLC
That we 2319 West Main Street, Prague, OK 74864, as Contractor, and Harco National Insurance Company 4200 Six Forks Road, Suite 1400, Raleigh, NC 27609 919-833-1600, as Surety, are severally and jointly held and firmly bound unto the State of Oklahoma and the subcontractors, suppliers, and materialmen of the Contractor in the sum of Thirty Six Million Three Hundred Ninety Thousand Five Hundred Twenty Four Dollars Thirty 38 Cents(\$36,390,524.38), 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: McKee Utility Contractors, LLC

Paige Walker
(Secretary-Witness)

By: [Signature]

As: [Signature]

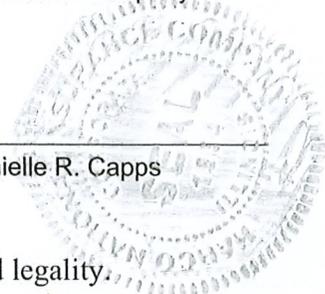
ATTEST:



Surety: Harco National Insurance Company

[Signature]
(~~Secretary~~-Witness)

By: [Signature]
As: Attorney-in-Fact Danielle R. Capps



REVIEWED for form and legality

[Signature]
Assistant Municipal Counselor

APPROVED by The City of Oklahoma City this 17TH day of DECEMBER, 20 24.

ATTEST:

Amy K. Simpson
City Clerk



The City of Oklahoma City

David Holt
Mayor

CONCURRED by Oklahoma City Water Utilities Trust this 17TH day of DECEMBER, 20 24.

ATTEST:

Oklahoma City Water Utilities Trust

Amy K. Simpson
Secretary



[Signature]
Chairman

MAINTENANCE BOND

Project PC-0926/WC-1023 Phase-2 Post Road Widening and Waterline Relocation
Post Road from SE 44th Street to SE 59th Street, SE 44th Street from Douglas
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PC-0926 Phase- 2 Base Bid plus Alternates 1, 2, and 4;

WC-1023 Phase-2 Base Bid plus Alternate 1

KNOW ALL MEN BY THESE PRESENTS:

McKee Utility Contractors, LLC
That we 2319 West Main Street, Prague, OK 74864, as Contractor, and
Harco National Insurance Company
4200 Six Forks Road, Suite 1400, Raleigh, NC 27609 919-833-1600, as Surety,

are severally and jointly held and firmly bound unto The City of Oklahoma City, collectively referred to in the Bidding Documents and herein as "Awarding Public Agency" in the sum of Thirty Six Million Three Hundred Ninety Thousand Five Hundred Twenty Four Dollars Thirty 38 Cents(\$36,390,524.38), such sum being equal to 100% of the Contract price, for the payment of sum amount, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly to the terms of this Bond by these presents.

WITNESSETH:

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

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

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

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

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

amount due on this Bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this Bond as the condition of the improvements may require.

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

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

ATTEST:

Ridge Walker
(Secretary-Witness)

Contractor: McKee Utility Contractors, LLC

By: [Signature]

As: [Signature]

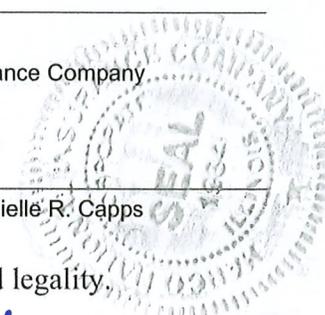
ATTEST:

[Signature]
(Secretary-Witness)



Surety: Harco National Insurance Company

By: [Signature]
As: Attorney-in-Fact Danielle R. Capps



REVIEWED for form and legality,
[Signature]
Assistant Municipal Counselor

APPROVED by The City of Oklahoma City this 17TH day of DECEMBER, 2024.

ATTEST:

Amy K. Simpson
City Clerk



The City of Oklahoma City
David Holt
Mayor

CONCURRED by Oklahoma City Water Utilities Trust this 17TH day of DECEMBER, 2024.

ATTEST:

Amy K. Simpson
Secretary



Oklahoma City Water Utilities Trust
[Signature]
Chairman

DEFECT BOND

Project PC-0926/WC-1023 Phase-2 Post Road Widening and Waterline Relocation
Post Road from SE 44th Street to SE 59th Street, SE 44th Street from Douglas
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WC-1023 Phase-2 Base Bid plus Alternate 1

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2319 West Main Street, Prague, OK 74864, as Contractor, and
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4200 Six Forks Road, Suite 1400, Raleigh, NC 27609 919-833-1600, as Surety,
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in the Bidding Documents and herein as “Awarding Public Agency” in the sum of Thirty Six Million
Three Hundred Ninety Thousand Five Hundred Twenty Four Dollars Thirty 38 Cents(\$36,390,524.38),
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:

Contractor: McKee Utility Contractors, LLC

Paige Walker
(Secretary-Witness)



By: [Signature]

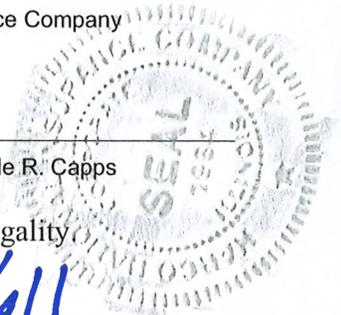
As: [Signature]

ATTEST:

Surety: Harco National Insurance Company

[Signature]
(Secretary-Witness)

By: [Signature]
As: Attorney-in-Fact Danielle R. Capps



REVIEWED for form and legality
[Signature]
Assistant Municipal Counselor

APPROVED by The City of Oklahoma City this 17TH day of DECEMBER, 20 24.

ATTEST:

The City of Oklahoma City

Amy K. Simpson
City Clerk



David Holt
Mayor

CONCURRED by Oklahoma City Water Utilities Trust this 17TH day of DECEMBER, 20 24.

ATTEST:

Oklahoma City Water Utilities Trust

Amy K. Simpson
Secretary



[Signature]
Chairman

POWER OF ATTORNEY

Bond # 0865142

**HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

EVAN D. SIZEMORE, REBECCA S. LEAL, MARIANA WALKER, TAHITIA M. FRY, C. STEPHENS GRIGGS, LAUREN SCOTT, HILLARY D. SHEPARD, KELLIE A. MEYER, ERIN C. LAVIN, CHARLES R. TETER III, VERONICA LAWVER, MARY T. FLANIGAN, PATRICK T. PRIBYL, CHRISTY M. BRAILE, KRISTIN D. THURBER, DANIELLE R. CAPPS, JEFFREY C. CAREY, DEBRA J. SCARBOROUGH

Kansas City, MO

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2022



STATE OF NEW JERSEY
County of Essex

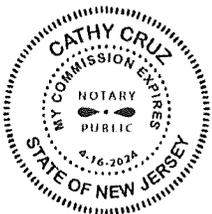
Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2022, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2024

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

Irene Martins, Assistant Secretary

THE CITY OF OKLAHOMA CITY
CERTIFICATE OF NONDISCRIMINATION

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

A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Contractor shall take affirmative action to ensure that employees are treated without regard to their race, creed, sex, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and Subcontractors shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of the City of Oklahoma City setting forth the provisions of this Section.

B. In the event of the Contractor's noncompliance with this Nondiscrimination Certificate, the Contract may be canceled, terminated or suspended by the Contracting Public Entity. The Contractor may be declared by the Contracting Public Entity ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Contractor and/or Subcontractors.

C. The Contractor agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Contract.

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

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

McKee Utility Contractors, LLC

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



Signature of Bidder or Authorized Agent

Tyler McKee - President

Type or print name and title of person who signed above

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

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 City 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 PC-0926 Phase II / WC-1023 Phase II

McKee Utility Contractors, LLC solicits RFQ's to all identified HBU's for scopes relative to the work to be completed. During the bidding process, HBU's are given ample opportunity to provide quotations for the scope of work to be performed.

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.

McKee Utility Contractors, LLC contacts HBU's via phone and email to ensure that the relative scopes to the project are covered and that any HBU has ample time to provide a quotation. Plans, specifications, and addenda are shared through McKee's internal bidding software. All HBU's will be contacted throughout the construction process to promote involvement.

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.

McKee Utility Contractors, LLC

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

[Handwritten signature]

Signature of Contractor or Authorized Agent

Tyler McKee - President

Type or print name and title of person who signed above

STATE OF Oklahoma)

COUNTY OF Lincoln) §

Signed and sworn to or affirmed before me on this 25th day of November,

2024, by Tyler McKee as the above named Contractor or Contractor's

Authorized Agent.

Rainey Carter
Notary Public

My Commission expires 4-18-2026
My Commission number 18003921

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

RAINEY CARTER
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES APR. 18, 2026
COMMISSION # 18003921



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2025

12/9/2024

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).

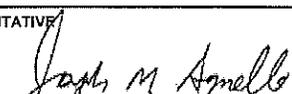
PRODUCER Lockton Companies, LLC 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Hartford Underwriters Insurance Company		30104
INSURER B : Property and Casualty Ins Co of Hartford		34690
INSURER C : Sentinel Insurance Company, Ltd.		11000
INSURER D : Hartford Casualty Insurance Company		29424
INSURER E : Travelers Property Casualty Company of America		25674
INSURER F : Tokio Marine Specialty Insurance Company		23850

COVERAGES CERTIFICATE NUMBER: 21168434 REVISION NUMBER: XXXXXXXX

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> INDEPENDENT CONTRACT GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: \$25,000 DEDUCTIBLE	Y	N	37UBAAX1KR7	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	37UBAAC6220	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$ XXXXXXXX
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	N	37HHAAXINS3	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	37WEAAXIKPP	5/1/2024	5/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
E	EQUIP FLT	N	N	QT6305W320406TIL24	5/1/2024	5/1/2025	LEASED/RENTED \$1M LIMIT
E	INSTALL FLT			QT6305W320406TIL24.	5/1/2024	5/1/2025	IF: \$10M LIMIT
F	PROF/POLL			PPK2683031	5/1/2024	5/1/2025	\$15,000,000 OCC/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 XS PROF/POLL - \$5,000,000 XS OCC/AGG - EVANSTON INS CO. MKLV3EFX101528 - 05/01/2024-05/01/2025 ***SEE ATTACHED FOR ADDITIONAL COVERAGES*** RE: PROJECT PC-0926/WC-1023 POST ROAD WIDENING AND WATERLINE RELOCATION
 THE CITY OF OKLAHOMA CITY AND ITS PARTICIPATING TRUSTS ARE ADDITIONAL INSURED ON GENERAL LIABILITY, AUTO LIABILITY, AND UMBRELLA LIABILITY, IF REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. THE CITY OF OKLAHOMA IS A LOSS PAYEE ON VALUABLE PAPERS INSURANCE. FOR CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER	CANCELLATION See Attachment
21168434 THE CITY OF OKLAHOMA CITY AND ITS PARTICIPATING 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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NAME INSUREDS:

MCKEE UTILITY CONTRACTORS, LLC
MCKEE EQUIPMENT, LLC
LGM TRUCKING, LLC
LGM BORING, LLC
UC PARENT HOLDING, LLC
UC HOLDING, INC.
UC INTERMEDIATE, INC.
MCKEE UTILITY CONTRACTORS, INC

SCHEDULED EQUIPMENT: \$30,790,657

ADDITIONAL COVERAGES:

EXCESS LIABILITY
CARRIER: ARCH INSURANCE COMPANY
POLICY NO: UXP300024801
POLICY TERM: 05/01/2024 TO 05/01/2025
LIMIT: \$15,000,000 XS \$10,000,000 (HARTFORD)