

## CONTRACT

**THIS CONTRACT AND AGREEMENT**, made and entered into this 17TH day of DECEMBER, 2024, by and between the CITY OF OKLAHOMA CITY, party of the first part, hereinafter termed "City," and EMC SERVICES, LLC, party of the second part, hereinafter termed "Contractor."

### WITNESSETH:

**WHEREAS**, the City 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 M4-TS011, MAPS 4 Sidewalks and Related Amenities - Phase 1B, Base Bid and Accepting Unit Prices, 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 9 and 16, 2024, has submitted to the City Clerk of the City of Oklahoma City in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and

**WHEREAS**, the City Clerk in the manner provided by law has publicly opened, examined and canvassed the proposals submitted and the City have 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: Two Million Two Hundred Eighty-Six Thousand Three Hundred Twelve Dollars and Eleven Cents (\$2,286,312.11).

**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 its own cost and expense, furnish all labor, materials, tools and equipment required to perform and complete said work in strict accordance with the contract and plans adopted and approved by the City, all of which documents are on file in the office of the City Clerk 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 City shall make payments to the Contractor in the following manner: On or about the first day of each month, the Contractor 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 Program Manager such detailed information as he may request to aid him as a guide in the preparation of 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 City, it shall be the duty of the Program Manager and City Engineer to determine that said work has been completely and fully performed in accordance with said Contract Documents, and upon making such determination, said officials shall make final certificate to the City. The Contractor shall furnish proof that all claims and obligations incurred 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.

4. The sworn and notarized statement below must be signed and notarized before this contract will become effective.

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

**ATTEST:**

**EMC SERVICES, LLC**

Lucra Martinez  
Witness

[Signature]  
President



STATE OF Oklahoma )  
COUNTY OF Oklahoma ) §

Saul Elizondo of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by Contractor to submit the above Contract to City. Affiant further states that Contractor has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in the procuring of this contract.

[Signature]  
Affiant

Subscribed and sworn to before me this 19th day of NOVEMBER, 2024.

[Signature] Alba  
Notary Public



08-18-2027  
My Commission Expires:  
My Commission Number: 19008352

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

**ATTEST:**

[Signature]  
City Clerk



[Signature]  
David Holt

[Signature]  
Assistant Municipal Counselor

**STATUTORY BOND #RCB0054215**

**KNOW ALL MEN BY THESE PRESENTS:**

That we, EMC SERVICES, LLC, as Contractor, and RLI Insurance Company, as Surety, are held and firmly bound unto the State of Oklahoma in the full and just sum of such sum being equal to 100% of Two Million Two Hundred Eighty-Six Thousand Three Hundred Twelve Dollars and Eleven Cents (\$2,286,312.11), 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 Contractor, EMC SERVICES, LLC, is the lowest and best Bidder for the making of the following work and improvement: Project M4-TS011, MAPS 4 Sidewalks and Related Amenities - Phase 1B, Base Bid and Accepting Unit Prices, and has entered into a certain written Contract with the CITY OF OKLAHOMA CITY on the 17TH day of DECEMBER, 2024, for the erection and construction of said work and improvement, in exact accordance with the bid of said Contractor, and according to certain plans and specifications theretofore made, adopted and placed on file in the office of the City Clerk.

**NOW, THEREFORE**, if said Contractor shall fail or neglect to pay all indebtedness incurred by said Contractor or subcontractor of said Contractor who perform work 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 the City, 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, for the obligations of this bond.

**IN WITNESS WHEREOF**, the said Contractor 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 day and year first above written.

EXECUTED this 19th day of November, 2024 by the Contractor.

ATTEST:

EMC SERVICES, LLC

Lucia Martinez  
Witness

[Signature]  
President



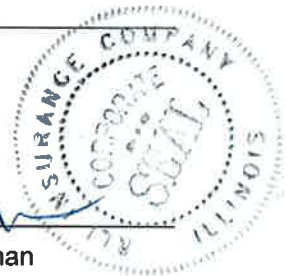
EXECUTED this 18th day of November, 2024 by the Surety.

ATTEST:

RLI Insurance Company  
Surety

[Signature]  
~~XXXXXX~~ Witness

[Signature]  
Attorney-in-Fact Lisa Sherman



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

ATTEST:

THE CITY OF OKLAHOMA CITY

[Signature]  
City Clerk



[Signature]

[Signature]  
Assistant Municipal Counselor

**PERFORMANCE BOND #RCB0054215**

**KNOW ALL MEN BY THESE PRESENTS:**

That We, EMC SERVICES, LLC, as Contractor, and RLI Insurance Company, as Surety, are held and firmly bound unto the CITY OF OKLAHOMA CITY, hereinafter called "City," in the full and just sum of Two Million Two Hundred Eighty-Six Thousand Three Hundred Twelve Dollars and Eleven Cents (\$2,286,312.11), 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 Contractor is the lowest and best Bidder for the making of the following City work and improvement: Project M4-TS011, MAPS 4 Sidewalks and Related Amenities – Phase 1B, Base Bid and Accepting Unit Prices, has entered into a certain written contract with the City on the 17TH day of DECEMBER, 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 the said EMC SERVICES, LLC, as 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 bid of said Contractor, and according to certain plans and specifications heretofore made, adopted, and placed on file in the office of the City Clerk, 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 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 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 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 and its corporate seal to be hereunto affixed by its duly authorized officer, 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 day and year first above written.

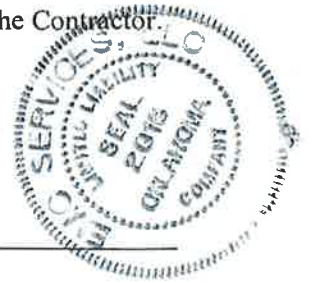
**EXECUTED** this 17th day of November, 2024 by the Contractor.

**ATTEST:**

**EMC SERVICES, LLC**

Lucia Martinez  
Witness

[Signature]  
President



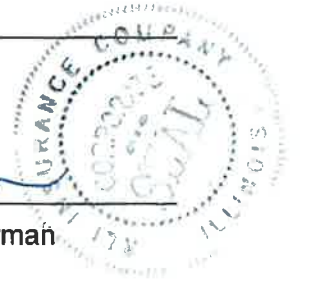
**EXECUTED** this 18th day of November, 2024 by the Surety.

**ATTEST:**

**RLI Insurance Company**  
Surety

[Signature]  
~~Secretary~~ Witness

[Signature]  
Attorney-in-Fact **Lisa Sherman**



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

**ATTEST:**

Amy K. Simpson  
City Clerk



David Holt

[Signature]  
Assistant Municipal Counselor

**MAINTENANCE BOND #RCB0054215**

**KNOW ALL MEN BY THESE PRESENTS:**

That We, EMC SERVICES, LLC, as Contractor, and RLI Insurance Company, as Surety, are held and firmly bound unto the City of Oklahoma City, hereinafter called "City," in the full and just sum of Two Million Two Hundred Eighty-Six Thousand Thress Hundred Twelve Dollars and Eleven Cents (\$2,286,312.11), such sum being equal to the contract price for a period of two (2) years for the project, 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 whereas, said Contractor has by a certain contract between EMC SERVICES, LLC, and the City, dated this 17TH day of DECEMBER, 2024, agreed to construct: Project M4-TS011, MAPS 4 Sidewalks and Related Amenities - Phase 1B, Base Bid and Accepting Unit Prices, 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 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 for the project from the date of acceptance of the project by the City.

**NOW, THEREFORE**, if said Contractor shall pay or cause to be paid to the City, 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 for the project from and after acceptance of said project by the City, 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 workmanship and/or material for a period of two (2) years for the project, and at any time repairs shall be necessary that the cost of making said repairs shall be determined by the City, or some person or persons designated by them to ascertain the same, and if, upon thirty (30) day 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.

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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 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 day and year first above written.

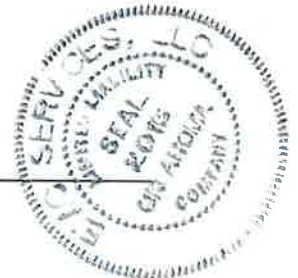
**EXECUTED** this 17th day of November, 2024 by the Contractor.

**ATTEST:**

**EMC SERVICES, LLC**

Lucia Martinez  
Witness

[Signature]  
President



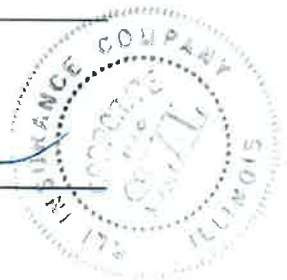
**EXECUTED** this 18th day of November, 2024 by the Surety.

**ATTEST:**

**RLI Insurance Company**  
Surety

Mark Tuck  
~~Secretary~~ Witness

Lisa Sherman  
Attorney-in-Fact Lisa Sherman



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

**ATTEST:**

Amy K. Simpson  
City Clerk



David Holt

[Signature]  
Assistant Municipal Counselor

# 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:

W.M. McNeill, Cody McNeill, Lisa Sherman, Wendy Hollen, John Rogers, Larry D. Bixler, Kyle D. Reser, Susanne Cusimano, jointly  
or severally

in the City of Oklahoma City, 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 4th day of November, 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 4th day of November, 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 \_\_\_\_\_, \_\_\_\_\_.

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




**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**  
By: Jeffrey D. Dick  
Jeffrey D. Dick Corporate Secretary

**NOTARY STATEMENT**

STATE OF Oklahoma )  
 ) §  
COUNTY OF Cleveland )

I, Emily Newcomb, a Notary Public in and for said County and State, do hereby certify that on this 18th day of November, 2024, Lisa Sherman, personally known to me to be the same person and official who executed the above foregoing instrument as Attorney-in-Fact appeared before me in person and acknowledged that, as such official, he/she executed the above instrument as his/her free and voluntary act on behalf of RLI Insurance Company pursuant to authority conferred and for the uses and purposes therein set forth.M

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last above written.

  
\_\_\_\_\_  
Notary Public  
Emily Newcomb  
#23004348  
\_\_\_\_\_  
Notary Commission Number

My Commission Expires:

03/28/27  
(Seal)



## THE CITY OF OKLAHOMA CITY

### PUBLIC CONSTRUCTION PROJECT SUBCONTRACTING PLAN AND 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 Program Manager and City Engineer until the affidavit is received.

The undersigned, of lawful age, being first duly sworn on oath, affirms and states that the successful Bidder has the authority to execute this Public Construction Project Subcontracting Plan. The successful Bidder further states that they understand the resolution creating the Small and Disadvantaged Local Business Subcontracting Program adopted by the Council of the City of Oklahoma City on June 3, 2008.

I. Public Construction Project Subcontracting Plan

- A. Outreach – In the space provided below describe in detail your company's efforts regarding outreach to small and disadvantaged local businesses in an effort to utilize their services in conjunction with Project M4-TS011, MAPS 4 Sidewalks and Related Amenities - Phase 1B.

yes, we will utilize when we deem it is  
necessary services are needed.

- 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 and disadvantaged local businesses are made aware of and given the opportunity to submit bids for sub-contracting on publicly funded projects.

yes. we seek to give opportunity to make  
aware small & disadvantaged local businesses

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A notice to proceed for the project listed above will not be issued by the Program Manager and City Engineer until this document is completed and returned to the MAPS Office. The document must be completed and signed by the Contractor, and notarized, dated and completed by the Notary Public.

Emc Services Llc

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

[Signature]

Signature of Contractor or Authorized Agent

Saul Elizondo managing member president

Type or print name and title of person who signed above

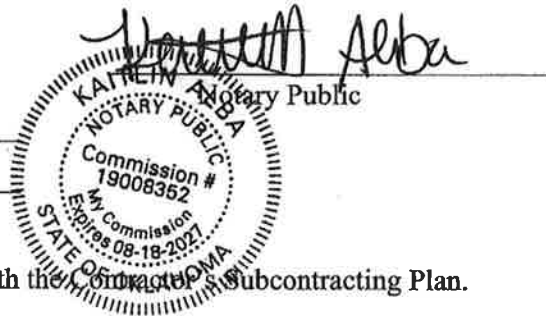
STATE OF Oklahoma )

COUNTY OF Oklahoma ) §

Signed and sworn to or affirmed before me on this \_\_\_\_\_ day of November,  
2024, by Saul Elizondo as the above-named Contractor or Contractor's  
Authorized Agent.

My Commission expires 08-18-2027

My Commission number 19008352



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

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.*

Emc Services LLC

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



Signature of Bidder or Authorized Agent

Saul Elizondo-managing member 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/19/2024

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 Insurance Agency of Mid America Inc 10009 S. Penn, Building E P O. Box 890300 Oklahoma City OK 73189	CONTACT NAME: Denisse Zamora PHONE (A/C, No, Ext): (405) 691-0016 FAX (A/C, No): (405) 691-0415 E-MAIL ADDRESS: dzamora@midamericainc.com
INSURED EMC Services, LLC 1400 SW 56th Street Oklahoma City OK 73119	INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Insurance Co INSURER B: Continental Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 23/24

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		C7011371326	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BUA 7011371309	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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 Y	N/A	WC 7 11371293	12/31/2023	12/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: Project M4-TS011, MAPS 4 Sidewalks and Related Amenities - Phase 1B. Base Bid and Accepting Unit Prices

The City of Oklahoma City and its participating trusts are additional insured with respect to General Liability arising out of the project or event. The City of Oklahoma City and all participating trusts are loss payee on valuable papers of insurance. 30 day notice of cancellation applies except 10 days for non-payment.

## CERTIFICATE HOLDER

## CANCELLATION

MAPS Office The City of Oklahoma City 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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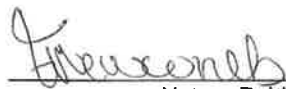


**NOTARY STATEMENT**

STATE OF Oklahoma )  
 ) §  
COUNTY OF Cleveland )

I, Emily Newcomb, a Notary Public in and for said County and State, do hereby certify that on this 18th day of November 2024, Kyle D. Reser personally known to me to be the same person and official who executed the above foregoing instrument as Agent appeared before me in person and acknowledged that, as such official, he/she executed the above instrument as his/her free and voluntary act on behalf of Valley Forge Insurance Co., & Continental Insurance Company pursuant to authority conferred and for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last above written.

  
\_\_\_\_\_  
Notary Public  
Emily Newcomb  
#23004348  
\_\_\_\_\_  
Notary Commission Number

My Commission Expires:

03/28/27  
(Seal)

