

CONTRACT

Project PC-0785/WC-1111, SNI Capitol Hill Plaza,
South Harvey Avenue between SW 24th Street to SW 25th Street

Base Bid and 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 Downey Contracting, L.L.C., 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: Three million, one hundred forty-one thousand, one hundred eighty-four dollars and no cents (\$3,141,184)

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.

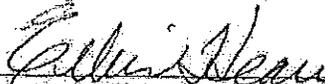
2. The Awarding Public Agency shall make payments to the Contractor in the following manner: On or about the first day of each month, the City Engineer or designee will review estimates of the value, based on Contract prices and/or schedule of values of work done and materials incorporated in the work 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:


(Secretary/Witness) Eileen Haara



Contractor:

By: 
As: Brandon Downey, Manager



REVIEWED for form and legality.


Assistant Municipal Counselor

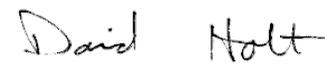
APPROVED by The City of Oklahoma City this 17TH day of DECEMBER, 2024.

ATTEST:


City Clerk

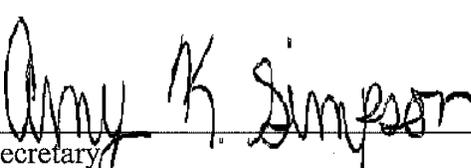


The City of Oklahoma City


Mayor

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

ATTEST:


Secretary



Oklahoma City Water Utilities Trust


Chairman

PERFORMANCE BOND

**Project PC-0785/WC-1111, SNI Capitol Hill Plaza,
South Harvey Avenue between SW 24th Street to SW 25th Street
Base Bid and Alternate 1**

KNOW ALL MEN BY THESE PRESENTS:

That we Downey Contracting, L.L.C., as Contractor, and Fidelity and Deposit Company of Maryland, 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 Three million, one hundred forty-one thousand, one hundred eighty-four dollars and no cents (\$3,141,184), 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.

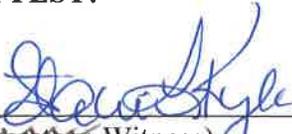
NOW, THEREFORE, if the Contractor shall fully and faithfully execute the work and perform said contract according to its terms, conditions, and covenants, and in exact accordance with the Bidding Documents and the Contract Documents, and according to certain plans and specifications heretofore made, 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.

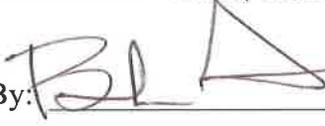
IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

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:



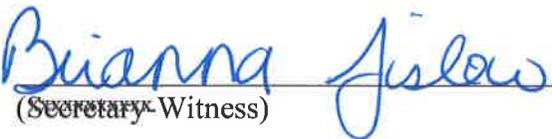
(Secretary-Witness)
Stacie L. Kyle
Assistant Project Manager

Contractor: Downey Contracting, LLC
By: 

Brandon Downey, Manager
As: _____



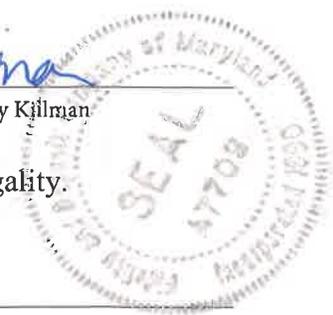
ATTEST:

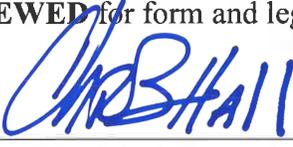


(Secretary-Witness)

Surety: Fidelity and Deposit Company of Maryland
By: 

As: Attorney-in-Fact Becky Killman

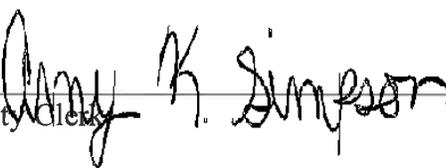


REVIEWED for form and legality.


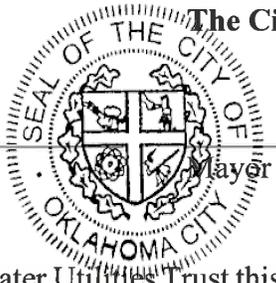
Assistant Municipal Counselor

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

ATTEST:



City Clerk

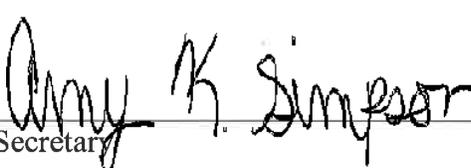


The City of Oklahoma City


Mayor

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

ATTEST:



Secretary



Oklahoma City Water Utilities Trust


Chairman

STATUTORY BOND

Project PC-0785/WC-1111, SNI Capitol Hill Plaza,
South Harvey Avenue between SW 24th Street to SW 25th Street
Base Bid and Alternate 1

KNOW ALL MEN BY THESE PRESENTS:

That we Downey Contracting, L.L.C., as Contractor, and Fidelity and Deposit Company of Maryland, 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 Three million, one hundred forty-one thousand, one hundred eighty-four dollars and no cents (\$3,141,184), 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

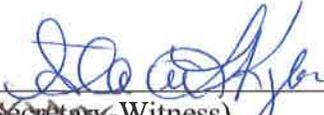
WHEREAS, the Awarding Public Agency has determined Contractor to be the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project, which Contract is hereby made a part and parcel of this Bond as if literally written herein.

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.

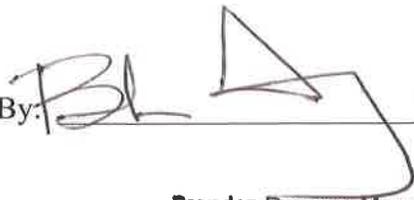
IN WITNESS WHEREOF, the said Contractor has caused these presents to be executed in its name by its duly authorized officer, agent or representative; and the said Surety has caused these presents to be executed by its attorney-in-fact duly authorized so to do.

ATTEST:



(Secretary-Witness)
Stacie L. Kyle
Assistant Project Manager

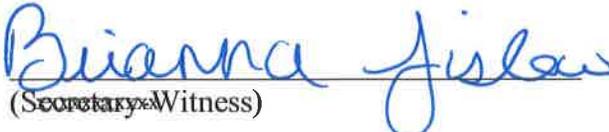
Contractor: Downey Contracting, L.L.C.

By: 

As: Brandon Downey, Manager

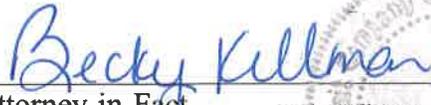


ATTEST:



(Secretary-Witness)

Surety: Fidelity and Deposit Company of Maryland

By: 

As: Attorney-in-Fact Becky Killman



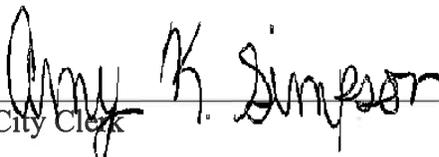
REVIEWED for form and legality.



Assistant Municipal Counselor

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

ATTEST:



City Clerk



The City of Oklahoma City

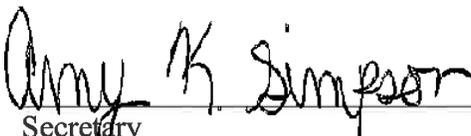


Mayor

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

ATTEST:

Oklahoma City Water Utilities Trust



Secretary





Chairman

MAINTENANCE BOND

Project PC-0785/WC-1111, SNI Capitol Hill Plaza,
South Harvey Avenue between SW 24th Street to SW 25th Street
Base Bid and Alternate 1

KNOW ALL MEN BY THESE PRESENTS:

That we Downey Contracting, L.L.C., as Contractor, and
Fidelity and Deposit Company of Maryland, 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 Three million, one
 hundred forty-one thousand, one hundred eighty-four dollars and no cents (\$3,141,184), such sum being
 equal to 100% of the Contract price, for the payment of sum amount, we, and each of us, bind ourselves,
 our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly
 to the terms of this Bond by these presents.

WITNESSETH:

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

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

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

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

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

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

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

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

ATTEST:



(Secretary-Witness)
Stacie L. Kyle
Assistant Project Manager

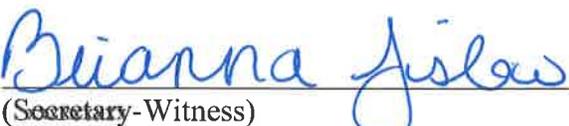
Contractor: Downey Contracting

By: 

As: **Brandon Downey, Manager**



ATTEST:



(Secretary-Witness)

Surety: Fidelity and Deposit Company of Maryland

By: 

As: Attorney-in-Fact **Becky Killman**



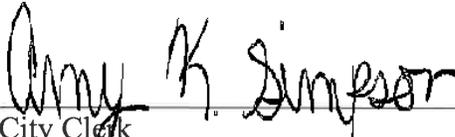
REVIEWED for form and legality.



Assistant Municipal Counselor

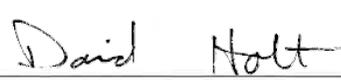
APPROVED by The City of Oklahoma City this 17TH day of DECEMBER, 2024.

ATTEST:



City Clerk

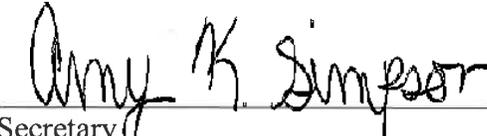


The City of Oklahoma City


Mayor

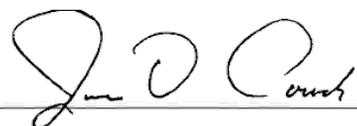
CONCURRED by Oklahoma City Water Utilities Trust this 17TH day of DECEMBER, 2024.

ATTEST:



Secretary



Oklahoma City Water Utilities Trust


Chairman

DEFECT BOND
Project PC-0785/WC-1111, SNI Capitol Hill Plaza,
South Harvey Avenue between SW 24th Street to SW 25th Street
Base Bid and Alternate 1

KNOW ALL MEN BY THESE PRESENTS:

That we Downey Contracting, L.L.C., as Contractor, and Fidelity and Deposit Company of Maryland, 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 Three million, one hundred forty-one thousand, one hundred eighty-four dollars and no cents (\$3,141,184), 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:



(Secretary-Witness)
Stacie L. Kyle
Assistant Project Manager

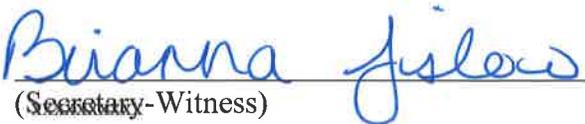
Contractor: Downey Contracting, L.L.C.

By: 

As: Brandon Downey, Manager

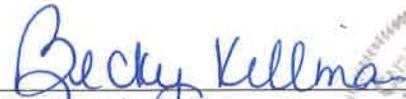


ATTEST:

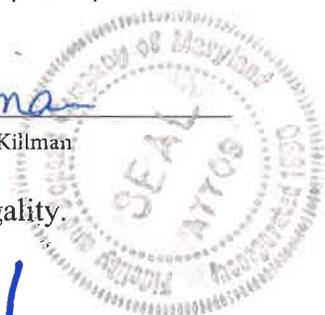


(Secretary-Witness)

Surety: Fidelity and Deposit Company of Maryland

By: 

As: Attorney-in-Fact Becky Killman



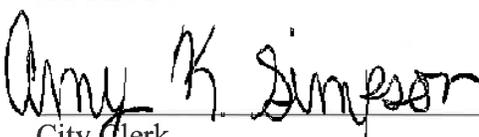
REVIEWED for form and legality.



Assistant Municipal Counselor

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

ATTEST:



City Clerk

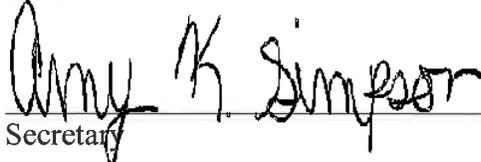


The City of Oklahoma City


Mayor

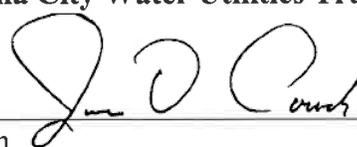
CONCURRED by Oklahoma City Water Utilities Trust this 17TH day of DECEMBER, 2024.

ATTEST:



Secretary



Oklahoma City Water Utilities Trust


Chairman

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

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

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

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



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

By: *Robert D. Murray*
Vice President

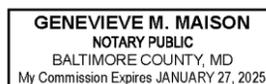
By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

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

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

Genevieve M. Maison



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 17th day of December, 2024.



Thomas O. McClellan
Vice President

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

Zurich Surety Claims

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

1299 Zurich Way
Schaumburg, IL 60196-1056
reportsclaims@zurichna.com

800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

December 4, 2024

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

RE: Downey Contracting, L.L.C.
Bond #9470127
Project: City of OKC - Project PC-0785/WC-1111 SNI Capitol Hill Plaza, South
Harvey Avenue between SW 24th Street to SW 25th Street

Dear Sir/Madam:

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

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

Sincerely,



Becky Killman,
Attorney-in-Fact for Fidelity and Deposit Company of Maryland

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.**

Downey Contracting, L.L.C.

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


Signature of Bidder or Authorized Agent

Brandon Downey, Manager

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-0785 and WC-1111.

Downey Contracting encourages small, minority, disadvantaged and women-owned businesses to bid on all of our projects, including the one referenced above.

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.

To facilitate identification of potential sources for solicitation of participation on our projects, Downey Contracting maintains a master listing of subcontractors which is updated on a regular basis. Downey Contracting accepts proposals from any subcontractor interested in bidding on any given project, including small, minority, disadvantaged and women-owned businesses.

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.



ADDITIONAL REMARKS SCHEDULE

AGENCY Rich & Cartmill, Inc.		NAMED INSURED Downey Contracting LLC 3217 NE 63rd Street Oklahoma City, OK 73121	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

The City of Oklahoma City is Loss Payee on Valuable Papers Insurance.

The Certificate Holder will be provided with a 30-day notice of cancellation (exception of a 10-day notice for non-payment of premium) on the Commercial General Liability & Automobile Liability policies, each as required by written contract with the Named Insured (and subject to specific policy coverages, exclusions, limitations, conditions and definitions).

Contractor's Equipment Floater Policy

Coverage- \$525,000 Leased/Borrowed/Rented Any One Item - \$2,500 Deductible applies

Insurance Company: The Charter Oak Fire Insurance Company (Travelers)

Policy Period: February 1, 2024 to February 1, 2025

Policy Number: QT-660-5K689663-COF-24

NOTARY STATEMENT

STATE OF Oklahoma
SS.
COUNTY OF Oklahoma

I, Carey Kennemer, a Notary Public in and for said County and State, do hereby certify that on this 4th day of December, 2024, Gary Liles personally known to me to be the same person and official who executed the above and foregoing instrument as Agent, appeared before me in person and acknowledged that, as such official, he/ she executed the above instrument as his free and voluntary act on behalf of Valley Forge Ins Co. (CNA), Continental Ins Co. (CNA), National Fire Ins. Co of Hartford (CNA), Columbia Casualty Company (CNA), Charter Oak Fire Ins Co. (Travelers) 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.

Carey Kennemer
Notary Public

My commission expires and My Commission No. is: 17005551
06/14/2025

(Seal)

