

CONTRACT

Project # **WC-0855-R**

Project Name **Water Transmission Main**

THIS CONTRACT is made and entered into this 22ND day of OCTOBER, 2024, by and between the **Oklahoma City Water Utilities Trust**, referred to in the Bidding Documents and herein as "Awarding Public Agency", and **McKee Utility Contractor, LLC**, hereinafter termed "Contractor".

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: **Fifteen Million Six Hundred Forty Thousand Dollars and 00/100 (\$15,640,000.00)**.

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

1. The Contractor shall, in a good and first-class, workmanlike manner, at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said 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 the City Engineer or designee such detailed

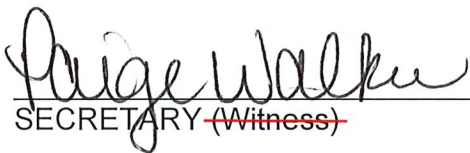
information as requested.

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.

IN WITNESS WHEREOF, the parties hereto have caused this Joint Contract to be executed the day and year first above written.

ATTEST:



SECRETARY ~~(Witness)~~

CONTRACTOR

By: 

Tyler McKee

As: President



REVIEWED for form and legality.



ASSISTANT MUNICIPAL COUNSELOR

APPROVED by the Oklahoma City Water Utilities Trust this 22ND day of
OCTOBER, 2024.

ATTEST:

OKLAHOMA CITY WATER UTILITIES
TRUST

Amy K. Simpson
SECRETARY



[Signature]
CHAIRMAN

CONCURRED by the Council for The City of Oklahoma City this 5TH day of
NOVEMBER, 2024.

ATTEST:

Amy K. Simpson
City Clerk



[Signature]
Vice Mayor

STATUTORY BOND

Bond No. 0861082

KNOW ALL MEN BY THESE PRESENTS:

That we McKee Utility Contractors, LLC, as Contractor, and Harco National Insurance Company, 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 Fifteen Million Six Hundred Forty Thousand Dollars and 00/100 (\$15,640,000.00), 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 payment 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:

Ridge Walker
(Secretary ~~Witness~~)

CONTRACTOR McKee Utility Contractors, LLC
2319 West Main Street
Prague, OK 74864

By: Tyler McKee

As: President



ATTEST:

Tahitia M. Fry
(Secretary ~~Witness~~)

SURETY Harco National Insurance Company
4200 Six Forks Road, Suite 1400
Raleigh, NC 27609 919-833-1600

By: Danielle R. Capps
Attorney in Fact

REVIEWED for form and legality.



Frank Green
ASSISTANT MUNICIPAL COUNSELOR

APPROVED by the Oklahoma City Water Utilities Trust this 22ND day of OCTOBER, 2024.

ATTEST:

Amy K Simpson
SECRETARY



OKLAHOMA CITY WATER UTILITIES TRUST

John D. Couch
CHAIRMAN

CONCURRED by the Council for The City of Oklahoma City this 5TH day of NOVEMBER, 2024.

ATTEST:

Amy K Simpson
City Clerk



Vice Mayor

PERFORMANCE BOND

Bond No. 0861082

KNOW ALL MEN BY THESE PRESENTS:

That we McKee Utility Contractors, LLC, as Contractor, and Harco National Insurance Company, as Surety, are severally and jointly held and firmly bound unto Oklahoma City Water Utilities Trust, referred to in the Bidding Documents and herein as "Awarding Public Agency" in the sum of e of Oklahoma and the subcontractors, suppliers, and materialmen of the Contractor in the sum of Fifteen Million Six Hundred Forty Thousand Dollars and 00/100 (\$15,640,000.00), 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

WC-0855-R

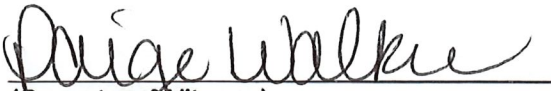
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infringement or alleged infringement of patent rights or processes, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect.

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)

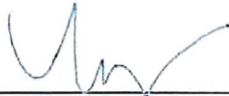
CONTRACTOR McKee Utility Contractors, LLC
2319 West Main Street
Prague, OK 74864

By: 
Tyler McKee

As: President



ATTEST:


(Secretary/Witness) Tahitia M. Fry

SURETY Harco National Insurance Company
4200 Six Forks Road, Suite 1400
Raleigh, NC 27609 919-838-1600

By: 
Attorney in Fact Danielle R. Capps

REVIEWED for form and legality.




ASSISTANT MUNICIPAL COUNSELOR

APPROVED by the Oklahoma City Water Utilities Trust this 22ND day of
OCTOBER, 2024.

ATTEST:

OKLAHOMA CITY WATER UTILITIES TRUST

Amy K Simpson
SECRETARY



J. D. Couch
CHAIRMAN

CONCURRED by the Council for The City of Oklahoma City this 5TH day of
NOVEMBER, 2024.

ATTEST:

Amy K Simpson
City Clerk



[Signature]
Vice Mayor

MAINTENANCE BOND

Bond No. 0861082

KNOW ALL MEN BY THESE PRESENTS:

That we McKee Utility Contractors, LLC, as Contractor, and Harco National Insurance Company, as Surety, are severally and jointly held and firmly bound unto Oklahoma City Water Utilities Trust, referred to in the Bidding Documents and herein as "Awarding Public Agency" in the sum of e of Oklahoma and the subcontractors, suppliers, and materialmen of the Contractor in the sum of Fifteen Million Six Hundred Forty Thousand Dollars and 00/100 (\$15,640,000.00), 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.

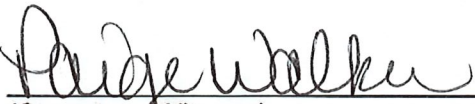
It is further agreed that if the said Contractor or Surety herein shall fail to maintain said Project and work against any failure due to defective workmanship and/or material for a period of two (2) year(s) and at any time repairs shall be necessary that the cost of making said repairs shall be determined 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:


(Secretary/Witness)

CONTRACTOR

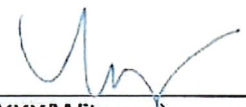
McKee Utility Contractors, LLC
2319 West Main Street
Prague, OK 74864

By: 
Tyler McKee

As: President



ATTEST:


(Secretary/Witness) Tahitia M. Fry

SURETY

Harco National Insurance Company
4200 Six Forks Road, Suite 1400
Raleigh, NC 27609 919-833-1600

By: 
Attorney in Fact Danielle R. Capps

REVIEWED for form and legality.




ASSISTANT MUNICIPAL COUNSELOR

APPROVED by the Oklahoma City Water Utilities Trust this 22ND day of
OCTOBER, 2024.

ATTEST:

OKLAHOMA CITY WATER UTILITIES TRUST

Amy K. Simpson
SECRETARY



[Signature]
CHAIRMAN

CONCURRED by the Council for The City of Oklahoma City this 5TH day of
NOVEMBER, 2024.

ATTEST:
Amy K. Simpson
City Clerk



[Signature]
Vice Mayor

Bond # 0861082

POWER OF ATTORNEY
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.



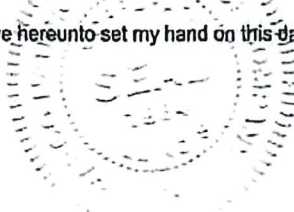
IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

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, October 3, 2024



Irene Martins, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

5/1/2025

DATE (MM/DD/YYYY)

10/3/2024

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):
INSURED 1546645 MCKEE UTILITY CONTRACTORS, LLC 2319 W MAIN STREET PRAGUE OK 74864	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Casualty Insurance Company	
	INSURER B: Hartford Underwriters Insurance Company	
	INSURER C: Property and Casualty Ins Co of Hartford	
	INSURER D: Sentinel Insurance Company, Ltd.	
	INSURER E: Tokio Marine Specialty Insurance Company	
INSURER F: Travelers Property Casualty Company of America		
NAIC #		
29424		
30104		
34690		
11000		
23850		
25674		

COVERAGES **CERTIFICATE NUMBER:** 21021589 **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
B	<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"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: \$25,000 DEDUCTIBLE	Y	N	37UEAAX1KR7	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 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	37UEAAC6220	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
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	37HHAAXINS3	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
D	<input checked="" type="checkbox"/> 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.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E F F	PROF/POLL LEASE/RENTED EQUIP BUILDERS RISK	N	N	PPK2683031 QT6305W320406TIL24 QT6305W320406TIL24.	5/1/2024 5/1/2024 5/1/2024	5/1/2025 5/1/2025 5/1/2025	EACH OCC \$15,000,000 \$1,000,000 LIMIT, \$5,000 DED \$50,000,000 LIMIT

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

SEE ATTACHED FOR ADDITIONAL COVERAGES RE: PROJECT NUMBER: WC-0855-R, PROJECT NAME: WATER TRANSMISSION MAIN.

SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION See Attachments

21021589

THE CITY OF OKLAHOMA CITY AND
THE OKLAHOMA CITY WATER UTILITIES TRUST
420 W. MAIN, SUITE 500
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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Certificate of Non-Discrimination

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, a copy of this Certificate of Nondiscrimination.

B. In the event of the Contractor's noncompliance with this Nondiscrimination Certificate, the Contract may be canceled, terminated or suspended by the Awarding Public Agency. The Contractor may be declared by the Awarding Public Agency 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
SMALL, LOCAL AND MINORITY BUSINESS UTILIZATION PROGRAM CONSTRUCTION
SUBCONTRACTING PLAN/REPORT

Project No. _____

_____	_____	_____
Company Name	Phone	Email

The business agrees to submit a Local Business Utilization ("LBU") Report/Subcontracting Plan to the City within fourteen (14) days from the date of the Notice to Proceed.

In the space provided below please provide the requested information for each subcontractor/subconsultant employed on the project listed above.

Submit form to ocwut-support@okc.gov with the executed contract and separately to LBU@okc.gov.

If no subcontractors are being used, please provide a brief description of the project and why subcontractors are not needed. _____

1. Name of Subcontractor Business _____
 - a. Name of contact person _____
 - b. Email _____
 - c. Phone number _____
 - d. Type of work performed _____
 - e. Estimated dollar amount for contracted work _____
 - f. LBU status (check if known) Registered Not Registered

2. Name of Subcontractor Business _____
 - a. Name of contact person _____
 - b. Email _____
 - c. Phone number _____
 - d. Type of work performed _____
 - e. Estimated dollar amount for contracted work _____
 - f. LBU status (check if known) Registered Not Registered

3. Name of Subcontractor Business _____
 - a. Name of contact person _____
 - b. Email _____
 - c. Phone number _____
 - d. Type of work performed _____
 - e. Estimated dollar amount for contracted work _____
 - f. LBU status (check if known) Registered Not Registered

USE ADDITIONAL PAGES AS NEEDED

4. Name of Subcontractor Business _____
- a. Name of contact person _____
 - b. Email _____
 - c. Phone number _____
 - d. Type of work performed _____
 - e. Estimated dollar amount for contracted work _____
 - f. LBU status (check if known) Registered Not Registered

5. Name of Subcontractor Business _____
- a. Name of contact person _____
 - b. Email _____
 - c. Phone number _____
 - d. Type of work performed _____
 - e. Estimated dollar amount for contracted work _____
 - f. LBU status (check if known) Registered Not Registered

6. Name of Subcontractor Business _____
- a. Name of contact person _____
 - b. Email _____
 - c. Phone number _____
 - d. Type of work performed _____
 - e. Estimated dollar amount for contracted work _____
 - f. LBU status (check if known) Registered Not Registered

7. Name of Subcontractor Business _____
- a. Name of contact person _____
 - b. Email _____
 - c. Phone number _____
 - d. Type of work performed _____
 - e. Estimated dollar amount for contracted work _____
 - f. LBU status (check if known) Registered Not Registered

8. Name of Subcontractor Business _____
- a. Name of contact person _____
 - b. Email _____
 - c. Phone number _____
 - d. Type of work performed _____
 - e. Estimated dollar amount for contracted work _____
 - f. LBU status (check if known) Registered Not Registered

USE ADDITIONAL PAGES AS NEEDED

4. Name of Subcontractor Business _____
- a. Name of contact person _____
 - b. Email _____
 - c. Phone number _____
 - d. Type of work performed _____
 - e. Estimated dollar amount for contracted work _____
 - f. LBU status (check if known) Registered Not Registered

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 - f. LBU status (check if known) Registered Not Registered