

CONTRACT

THIS CONTRACT AND AGREEMENT, made and entered into this 1ST day of AUGUST, 2023, by and between the OKLAHOMA CITY WATER UTILITIES TRUST, party of the first part, hereinafter termed "Trust" and **Downey Contracting, LLC**, party of the second part, hereinafter termed "Contractor".

WITNESSETH:

WHEREAS, the OKLAHOMA CITY WATER UTILITIES TRUST 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 No. SE-0052, Emergency Sanitary Sewer Interceptor Replacement, Chisholm Creek WWTP**, 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, **N/A Emergency, 2023**, Submitted to Trust in the manner and at the time specified, a sealed proposal in accordance with the terms of this contract; and,

WHEREAS, the Trust in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has 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 Nine Thousand Five Hundred Seventy Three and No/100 Dollars (\$2,209,573.00)**.

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 work in strict accordance with this contract and the plans adopted and approved by the OKLAHOMA CITY WATER UTILITIES TRUST, 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 additions and/or exceptions: (if none, so state) None.

2. The Trust shall make payments to the Contractor in the following manner: On or about the first day of each month, the City Engineer, or other appropriate person, 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 City Engineer, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the 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 Trust, it shall be the duty of the City Engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said Contract Documents, and upon making such determination, said official shall make his final certificate to the Trust. The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, 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 in to or arising out of this contract.

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

Executed this _____ day of _____, 2023, *by the Contractor.*

ATTEST:


(Witness ~~Secretary~~)

Downey Contracting, LLC

If Partnership, give name and address of each:


~~XXXXXXXXXX~~ President/Partner/Manager/Owner/Agent
Brandon Downey



REVIEWED and **APPROVED** by the Oklahoma City Water Utilities Trust this 1ST day of
AUGUST, 2023.

ATTEST:
TRUST

Amy K. Simpson
SECRETARY



OKLAHOMA CITY WATER UTILITIES

[Signature]
CHAIRMAN

CONCURRED by the Council for The City of Oklahoma City this 15TH day of
AUGUST, 2023.

ATTEST:

Amy K. Simpson
CITY CLERK



THE CITY OF OKLAHOMA CITY

David Holt
MAYOR

REVIEWED for form and legality.

[Signature]
Assistant Municipal Counselor

STATUTORY BOND**KNOWN ALL MEN BY THESE PRESENTS:**

That We, Downey Contracting, LLC, as Principal, and Fidelity and Deposit Company of Maryland as Surety, are held and firmly bound unto the OKLAHOMA CITY WATER UTILITIES TRUST, a Public Trust, and City of Oklahoma City, a Municipal Corporation, and City of the first class, of the State of Oklahoma, in the sum of Two Million Two Hundred Nine Thousand Five Hundred Seventy Three and No/100 Dollars (\$2,209,573.00), 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, the above Bonded Principal Downey Contracting, LLC is the lowest and best bidder for the making of the following Oklahoma City Water Utilities Trust and the City of Oklahoma City work and improvement: Project No. SE-0052, Emergency Sanitary Sewer Interceptor Replacement, Chisholm Creek WWTP and has entered into a certain written contract with the OKLAHOMA CITY WATER UTILITIES TRUST on the 1ST day of AUGUST, 2023, for the erection and construction of said work and improvement in exact accordance with the bid of said Principal, and according to certain plans and specifications theretofore made, adopted and placed on file in the Office of the City Clerk of the CITY OF OKLAHOMA CITY.

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractor of said Principal who perform work in the performance of such, for labor and materials furnished by any supplier and consumed 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 this the Oklahoma City Water Utilities Trust, within thirty (30) days after the same becomes due and payable, the person, firm or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligation of this bond.

IN WITNESS WHEREOF, the Contractor has caused this bond to be executed and the Surety has caused this bond to be executed on the day and year, respectively, written below.

ATTEST:


Secretary-Witness

Downey Contracting, LLC

Contractor

Brandon Downey, Manager

By: 

President/Partner/Manager/Owner/Agent



ATTEST:


Secretary-Witness Becky Killman

Fidelity and Deposit Company of Maryland

Surety

By: 

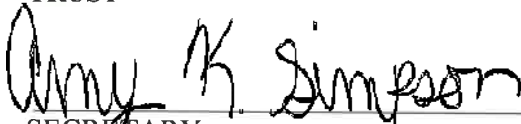
Attorney-in-Fact

Carey L. Kennemer



REVIEWED and APPROVED by the Oklahoma City Water Utilities Trust this 1ST day of
AUGUST, 2023.

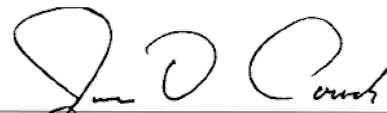
ATTEST:
TRUST


SECRETARY

OKLAHOMA CITY WATER UTILITIES

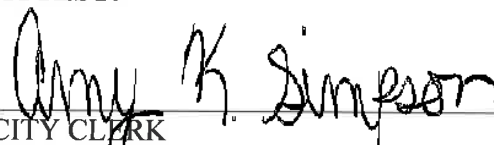


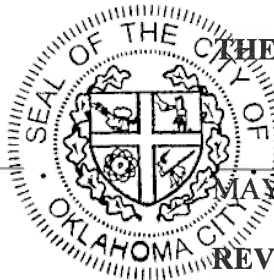
CHAIRMAN



CONCURRED by the Council for The City of Oklahoma City this 15TH day of
AUGUST, 2023.

ATTEST:


CITY CLERK

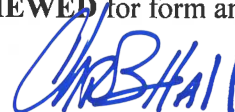


THE CITY OF OKLAHOMA CITY

MAYOR



REVIEWED for form and legality.



Assistant Municipal Counselor

OCWUT

Project No. SE-0052

PERFORMANCE BOND**KNOWN ALL MEN BY THESE PRESENTS:**

That We, Downey Contracting, LLC, as Principal, and Fidelity and Deposit Company of Maryland, as Surety, are held and firmly bound unto the OKLAHOMA CITY WATER UTILITIES TRUST, a Public Trust, and City of Oklahoma City, a Municipal Corporation, and City of the first class, of the State of Oklahoma, in full and just sum of Two Million Two Hundred Nine Thousand Five Hundred Seventy Three and No/100 Dollars (\$2,209,573.00), 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 Principal was the lowest and best bidder for the making of the following Oklahoma City Water Utilities Trust and the City of Oklahoma City work and improvement: Project No. SE-0052, Emergency Sanitary Sewer Interceptor Replacement, Chisholm Creek WWTP and has entered into a certain written contract with the Oklahoma City Water Utilities Trust on the 1ST day of AUGUST, 2023, 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 said Principal 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 Principal, 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, 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 Oklahoma City Water Utilities Trust 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 property suffered or sustained by any person, firm, or corporation by reason of negligence of the Contractor or of 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 Oklahoma City Water Utilities Trust 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 obligation of this bond.

IN WITNESS WHEREOF, the Contractor has caused this bond to be executed and the Surety has caused this bond to be executed on the day and year, respectively, written below.

ATTEST:


Secretary-Witness

Downey Contracting, LLC

Contractor Brandon Downey, Manager

By: 
~~President/Manager/Owner/Agent~~



ATTEST:


Secretary-Witness Becky Killman

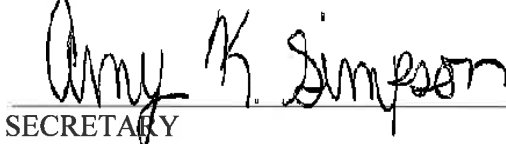
Fidelity and Deposit Company of Maryland

Surety

By: 
Attorney-in-Fact Carey L. Kenner

REVIEWED and APPROVED by the Oklahoma City Water Utilities Trust this 1ST day of AUGUST, 2023.

ATTEST:
TRUST


SECRETARY

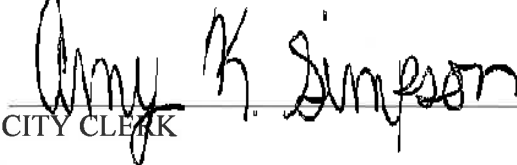
OKLAHOMA CITY WATER UTILITIES




CHAIRMAN

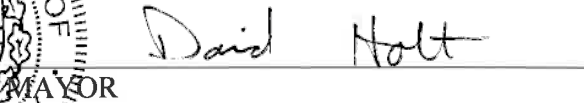
CONCURRED by the Council for The City of Oklahoma City this 15TH day of AUGUST, 2023.

ATTEST:


CITY CLERK



THE CITY OF OKLAHOMA CITY


MAYOR

REVIEWED for form and legality.


Assistant Municipal Counselor

MAINTENANCE BOND**KNOWN ALL MEN BY THESE PRESENTS:**

That We, Downey Contracting, LLC, as Contractor, and Fidelity and Deposit Company of Maryland, as Surety, are held and firmly bound unto the Oklahoma City Water Utilities Trust in the full and just sum of Two Million Two Hundred Nine Thousand Five Hundred Seventy Three and No/100 Dollars (\$2,209,573.00), such sum being equal to the contract price for a period of two (2) years 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 said Contractor has entered into a contract with the OKLAHOMA CITY WATER UTILITIES TRUST, dated this 1ST day of AUGUST, 2023, and has agreed to construct: Project No. SE-0052, Emergency Sanitary Sewer Interceptor Replacement, Chisholm Creek WWTP, 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 of the CITY OF OKLAHOMA CITY as the Secretary of the OKLAHOMA CITY WATER UTILITIES TRUST; 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 from the date of final formal acceptance of the Project by the OKLAHOMA CITY WATER UTILITIES TRUST.

NOW, THEREFORE, if said Contractor shall pay or cause to be paid to the Trust, 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 from and after final formal acceptance of said Project by the OKLAHOMA CITY WATER UTILITIES TRUST, 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 material and/or workmanship 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 OKLAHOMA CITY WATER UTILITIES TRUST, or some person or persons designated by it to ascertain the same, and if, upon thirty (30) days notice, the amount ascertained shall not be paid by the Contractor or Surety herein, or if the necessary repairs are not made, 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 amendment to said contract and no deviations from or alteration or changes to the plans or specifications for the project shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

IN WITNESS WHEREOF, the Contractor has caused this bond to be executed and the Surety has caused this bond to be executed on the day and year, respectively, written below.

Executed this _____ day of _____, 2023, *by the Contractor*.

ATTEST:


Secretary / Witness

Downey Contracting, LLC

(Contractor)

Brandon Downey, Manager


President/Partner/Manager/Owner/Agent



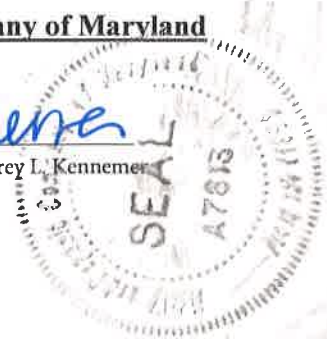
ATTEST:


Secretary / Witness Becky Killman

Fidelity and Deposit Company of Maryland

(Surety)


Attorney-in-Fact/Agent Carey L. Kennemer



REVIEWED and **APPROVED** by the Oklahoma City Water Utilities Trust this 1ST day of
AUGUST, 2023.

ATTEST:
TRUST

Amy K. Simpson
SECRETARY



OKLAHOMA CITY WATER UTILITIES

Jim D. Couch
CHAIRMAN

CONCURRED by the Council for The City of Oklahoma City this 15TH day of
AUGUST, 2023.

ATTEST:

Amy K. Simpson
CITY CLERK



THE CITY OF OKLAHOMA CITY

David Holt
MAYOR

REVIEWED for form and legality.

Chris Hall

Assistant Municipal Counselor

**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 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 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 27th day of October, A.D. 2022.



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

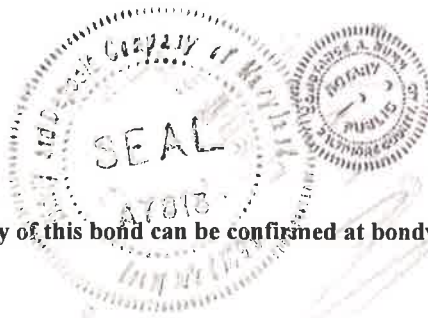

By: **Robert D. Murray**
Vice President


By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this 27th day of October, A.D. 2022, 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.





Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

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 _____ day of _____, _____.



MJ Pethick

By: Mary Jean Pethick
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
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsclaims@zurichna.com

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

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, LLC

Name of Individual, Partnership, Limited Liability Company,
Or Corporation, herein called "Contractor"



Signature of Contractor or Contractor's 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
Construction of Public Improvements or otherwise in the Bidding Documents.



THE CITY OF OKLAHOMA CITY

SMALL, LOCAL AND MINORITY BUSINESS UTILIZATION PROGRAM
PUBLIC CONSTRUCTION PROJECT SUBCONTRACTING PLAN

The undersigned, affirms and states that the Engineer/Architect/Contractor has the authority to execute this Subcontracting Plan. The Engineer/Architect/Contractor further states that they understand the resolution creating the Local Business Utilization (LBU) Program adopted by the Council of the City of Oklahoma City on December 22, 2020.

LBU Program Email: LBU@okc.gov

I. Subcontracting Plan

- A. Outreach - In the space provided below describe in detail your company's efforts regarding outreach to small, minority, local and women owned businesses in an effort to utilize their services in conjunction with Project Number SE-0052.

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, local and women owned businesses are made aware of and given the opportunity to submit bids for their services on publicly funded projects.

Downey Contracting accepts proposals from any subcontractor interested in bidding on a given project,

including small, minority, disadvantaged and women-owned businesses.

Printed name of the Engineer/Architect/Contractor: Brandon Downey, Manager

Signature of executing individual: 





DOWNCON-06

MMCPHAIL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/17/2023

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 Rich & Cartmill, Inc. 9401 Cedar Lake Avenue Oklahoma City, OK 73114	CONTACT NAME: Diane Shepard	
	PHONE (A/C, No, Ext): (405) 463-7520 FAX (A/C, No):	
	E-MAIL ADDRESS: dshepard@rcins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Valley Forge Ins Co	20508
INSURED Downey Contracting LLC 3217 NE 63rd Street Oklahoma City, OK 73121	INSURER B : National Fire Ins Co of Hart	20478
	INSURER C : Continental Ins Co	35289
	INSURER D : Columbia Casualty Company	31127
	INSURER E : Charter Oak Fire Ins Company	25615
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

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:	X		6080102150	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		6080102116	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6080102133	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ Aggregate \$ 5,000,000
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 N	N/A	6080102147	2/1/2023	2/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liability			7039462595	4/26/2023	4/26/2024	Agg/Ea Occ 5,000,000
E	Builder's Risk			QT-660-5K689663-COF-23	2/1/2023	2/1/2024	Single Location 10,000,000

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

Project: SE-0052 Emergency Sanitary Sewer Interceptor Replacement, Chisholm Creek WWTP

AS REQUIRED BY WRITTEN CONTRACT - The City of Oklahoma City and The Oklahoma City Water Utilities Trust (OCWUT) is additional insured, with regards to the Commercial General Liability & the Commercial Automobile Liability, as afforded by forms CNA75079XX & CNA63359XX.

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

***An endorsement has been added to the Commercial General Liability and the Commercial Automobile Liability, to provide a 30 day notice to the certificate holder, in the event of policy cancellation (exception- 10 days for non-payment of premium).

CERTIFICATE HOLDER

CANCELLATION

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



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

Installation Floater
Carrier - The Charter Oak Fire Insurance Company (Travelers)
Policy Number: 660-5K689663
Effective Dates: February 1, 2023 to February 1, 2024
Limit of Insurance - Any One "Covered Jobsite" - \$5,000,000
Leased/Rented Equipment - \$ 525,000
Temporary Storage - \$ 250,000
Property in Transit - \$ 250,000

***All Forms Referenced are Available Upon Request.

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 6th day of July, 2023,
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), Charter
pursuant to authority conferred and for the uses and purposes therein set forth. National Fire Ins. Co of Hartford (CNA)
Oak Fire Ins Co. (Travelers)

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)