

CONTRACT

Project WC-1011 Second Atoka Pipeline Raw Water Transmission Line 2nd Konawa Pump Station

THIS CONTRACT by and between the **Oklahoma City Water Utilities Trust**, referred to in the Bidding Documents and herein as "Awarding Public Agency", and **Archer Western Construction, LLC**, hereinafter termed "Contractor" is made and entered into on the date approved by the Awarding Public Agency.

WITNESSETH:

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

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

WHEREAS, the Awarding Public Agency has determined Contractor to be the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project for the sum of **Seventy-Nine Million Six Hundred Forty-Six Thousand Nine Hundred Dollars (\$79,646,900)**.

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.

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


ATTEST:



SECRETARY (Witness)
Matthew M. Walsh, IV/Secretary

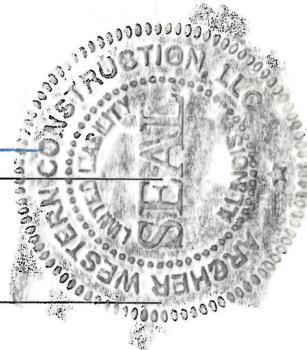
CONTRACTOR

Archer Western Construction, LLC

By: 

Daniel P. Walsh

As: President



REVIEWED for form and legality.



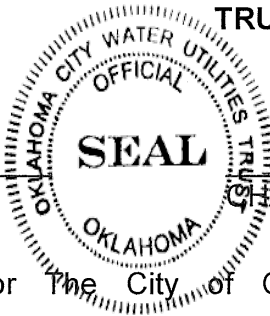
ASSISTANT MUNICIPAL COUNSELOR

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

ATTEST:

OKLAHOMA CITY WATER UTILITIES
TRUST

Amy K Simpson
SECRETARY



Joe C
CHAIRMAN

CONCURRED by the Council for The City of Oklahoma City this 31ST day of
DECEMBER, 2024.

ATTEST:

CITY OF OKLAHOMA CITY

Amy K Simpson
CITY CLERK



David Holt
MAYOR

PERFORMANCE BOND

**Project WC-1011
Second Atoka Pipeline Raw Water Transmission Line
2nd Konawa Pump Station**

KNOW ALL MEN BY THESE PRESENTS:

That we **Archer Western Construction, LLC**, as Contractor, and **Travelers Casualty and Surety Company of America**, 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 **Seventy-Nine Million Six Hundred Forty-Six Thousand Nine Hundred Dollars (\$79,646,900)**, 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) Peter T. Glimco, Secretary

CONTRACTOR


Archer Western Construction, LLC

By: 

Daniel P. Walsh

As: President

ATTEST:



(Secretary/Witness) Ron Phillips, Witness

SURETY

Travelers Casualty and Surety Company of America

By: 

Attorney in Fact Joshua Smith, Attorney-in-Fact

REVIEWED for form and legality.



ASSISTANT MUNICIPAL COUNSELOR

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

ATTEST:

Amy K Simpson
SECRETARY



OKLAHOMA CITY WATER UTILITIES TRUST

[Signature]
CHAIRMAN

CONCURRED by the Council for The City of Oklahoma City this 31ST day of DECEMBER, 2024.

ATTEST:

Amy K Simpson
CITY CLERK



CITY OF OKLAHOMA CITY

David Holt
MAYOR

STATUTORY BOND

**Project WC-1011
Second Atoka Pipeline Raw Water Transmission Line
2nd Konawa Pump Station**

KNOW ALL MEN BY THESE PRESENTS:

That we **Archer Western Construction, LLC**, as Contractor, and **Travelers Casualty and Surety Company of America**, 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 **Seventy-Nine Million Six Hundred Forty-Six Thousand Nine Hundred Dollars (\$79,646,900)**, 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:

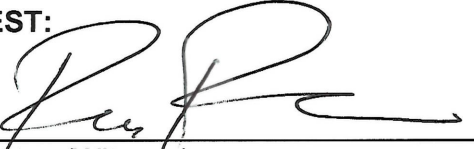

(Secretary/Witness) Peter T. Glimco, Secretary

CONTRACTOR
Archer Western Construction, LLC

By: 
Daniel P. Walsh

As: President

ATTEST:


(Secretary/Witness) Ron Phillips, Witness

SURETY
Travelers Casualty and Surety Company of America

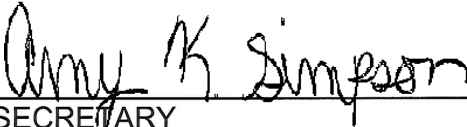
By: 
Attorney in Fact Joshua Smith, Attorney-in-Fact

REVIEWED for form and legality.


ASSISTANT MUNICIPAL COUNSELOR

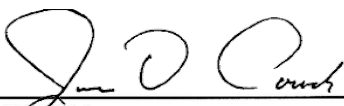
APPROVED by the Oklahoma City Water Utilities Trust this 17TH day of DECEMBER, 2024.

ATTEST:


SECRETARY

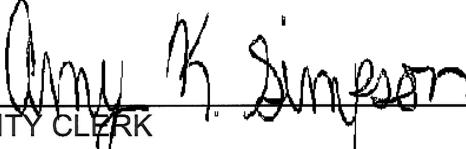


OKLAHOMA CITY WATER UTILITIES TRUST


CHAIRMAN


CONCURRED by the Council for The City of Oklahoma City this 31ST day of DECEMBER, 2024.

ATTEST:


CITY CLERK



CITY OF OKLAHOMA CITY


MAYOR



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Joshua Smith** of **CHICAGO**, Illinois, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

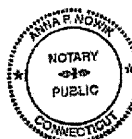
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

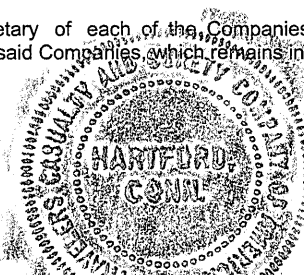
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____,




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

BOND NUMBER: 108127006

MAINTENANCE BOND

**Project WC-1011
Second Atoka Pipeline Raw Water Transmission Line
2nd Konawa Pump Station**

KNOW ALL MEN BY THESE PRESENTS:

That we **Archer Western Construction, LLC**, as Contractor, and **Travelers Casualty and Surety Company of America**, 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 **Seventy-Nine Million Six Hundred Forty-Six Thousand Nine Hundred Dollars (\$79,646,900)**, 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) Peter T. Glimco, Secretary

CONTRACTOR

By: 
Daniel P. Walsh

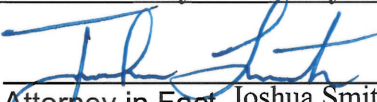
As: President

ATTEST:


(Secretary/Witness) Ron Phillips, Witness

SURETY

Travelers Casualty and Surety Company of America

By: 
Attorney in Fact Joshua Smith, Attorney-in-Fact

REVIEWED for form and legality.


ASSISTANT MUNICIPAL COUNSELOR

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

ATTEST:

Amy K Simpson
SECRETARY



OKLAHOMA CITY WATER UTILITIES TRUST

Joe Cook
CHAIRMAN

CONCURRED by the Council for The City of Oklahoma City this 31ST day of
DECEMBER, 2024.

ATTEST:

Amy K Simpson
CITY CLERK



CITY OF OKLAHOMA CITY

David Holt
MAYOR

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.**

Archer Western Construction, LLC

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



Signature of Bidder or Authorized Agent.

Daniel P. Walsh/President

Type or print name and title of person who signed above.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/02/2024

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 Aon Risk Services Central, Inc. Chicago IL office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105
INSURED Archer Western Construction, LLC 1411 Greenway Drive Irving TX 75038 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Arch Insurance Company	11150
	INSURER B: Arch Indemnity Insurance Company	30830
	INSURER C: National Fire & Marine Ins Co	20079
	INSURER D: Swiss Re Corp Solutions Capacity Ins Cor	34916
INSURER E: Berkshire Hathaway Specialty Ins Company	22276	
INSURER F: American International Group UK Ltd	AA1120187	

COVERAGES

CERTIFICATE NUMBER: 570105949115

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.

Limits shown are as requested

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"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			41PKG8901918 SIR applies per policy terms & conditions	06/01/2024	06/01/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			41PKG8901918 AOS 41CAB8902018 MA Only	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			41UFP1992101 Primary 5M - Occurrence	06/01/2024	06/01/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE
B	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	44WCI8937511 AOS 41WCI8910911 FL	06/01/2024	06/01/2025	<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
C	Contractors Pollution Liability			42CPL30532207 SIR applies per policy terms & conditions	06/01/2024	06/01/2025	Per Claim/Aggr \$5,000,000

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

RE: Project No. WC-1011, 2nd Konawa Pump Station. 39706 Crossland Road, Konawa, OK 74849. Construction of second Konawa Pump Station including all related civil/site work, structural, architectural, HVAC, plumbing, electrical, instrumentation controls, and all other miscellaneous work.

See attached.

CERTIFICATE HOLDER**CANCELLATION**

The City of Oklahoma City and The Oklahoma City Water Utility Trust 420 W Main St, Ste 50 Oklahoma City OK 73102 USA	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 <i>Aon Risk Services Central, Inc.</i>



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Archer Western Construction, LLC	
POLICY NUMBER See Certificate Number: 570105949115			
CARRIER See Certificate Number: 570105949115	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
E				47XSF30256809 \$5M x \$5M	06/01/2024	06/01/2025	Each Occurrence	\$5,000,000
F				CSUSA2407670 \$10M x \$10M	06/01/2024	06/01/2025	Aggregate	\$10,000,000
							Each Occurrence	\$10,000,000
	OTHER							
D	Environmental Contractors and Prof			CNP100002806 Claims Made Coverage SIR applies per policy terms & conditions	06/01/2024	06/01/2025	Per Claim/Aggr	\$15,000,000



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Archer Western Construction, LLC	
POLICY NUMBER See Certificate Number: 570105949115			
CARRIER See Certificate Number: 570105949115	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

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

Continuation

The City of Oklahoma City and The Oklahoma City Water Utility Trust (OCWUT), Awarding Public Agency, and any Trust participating in the project and any other participating public trust, respective officers, directors, partners, agents, and employees

are an Additional Insureds pertaining to General Liability, Automobile Liability and Excess Liability with respects to liability arising out of the Named Insured's operations on the referenced project. Professional services for Architects, Engineers, Consultants, etc. are excluded.

A Waiver of Subrogation in favor of The City of Oklahoma City and the Oklahoma City Water Utility Trust (OCWUT), Awarding Public Agency, and any Trust participating in the project and any other participating public trust, and their respective officers, directors, partners, agents, and employees are included on the General Liability, Automobile Liability, Excess Liability, and Workers' Compensation policies.

Contractual Liability is included, subject to the terms, conditions, limitations and exclusions of the General Liability policy.

General Liability includes Severability of Interests/Cross Liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization, you have agreed by means of a written contract or agreement, to add as an additional insured; such person or organization is an additional insured on this policy. When required by a written contract or agreement, coverage afforded to these additional insured parties will be primary to and non-contributory with any other insurance available to that person or organization.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<p>ANY PERSON OR ORGANIZATION, YOU HAVE AGREED BY MEANS OF A WRITTEN CONTRACT OR AGREEMENT, TO ADD AS AN ADDITIONAL INSURED; SUCH PERSON OR ORGANIZATION IS AN ADDITIONAL INSURED ON THIS POLICY.</p> <p>WHEN REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT, COVERAGE AFFORDED TO THESE ADDITIONAL INSURED PARTIES WILL BE PRIMARY TO AND NON- CONTRIBUTORY WITH ANY OTHER INSURANCE AVAILABLE TO THAT PERSON OR ORGANIZATION.</p>	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATIONS, WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT, ARE AN ADDITIONAL INSURED.

THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY AS RESPECTS TO THE PERSON OR ORGANIZATION.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** — Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** — Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION – CERTIFICATE HOLDERS
(SPECIFIED DAYS)**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least **60** days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.
Endorsement Number:

Policy Number: 41PKG8901918

Named Insured: WALSH CONSTRUCTION GROUP, LLC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 06-01-24

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION – CERTIFICATE HOLDERS
(SPECIFIED DAYS)**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least **60** days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 44WCI8937511

Named Insured: WALSH CONSTRUCTION GROUP, LLC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 06-01-24

THE CITY OF OKLAHOMA CITY
SMALL, LOCAL AND MINORITY BUSINESS UTILIZATION PROGRAM CONSTRUCTION
SUBCONTRACTING PLAN/REPORT

Project No. WC-1011

<u>ARHCER WESTERN CONSTRUCTION COMPANY</u>	<u>972-457-8500</u>	<u>dnine@walshgroup.com</u>
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 Oil Capitol Electric
 - a. Name of contact person Jeff Griffin
 - b. Email Jeff Griffin <jgriffin@oce.us.com>
 - c. Phone number 405-840-8998
 - d. Type of work performed Electrical
 - e. Estimated dollar amount for contracted work \$11,000,000.00
 - f. LBU status (check if known) ☐ Registered ☐ Not Registered

2. Name of Subcontractor Business Hinton Refrigeration Company
 - a. Name of contact person Kris Voci
 - b. Email Kris Voci <KrisV@hintonokc.com>
 - c. Phone number (405) 946-2766
 - d. Type of work performed Plumbing and HVAC
 - e. Estimated dollar amount for contracted work \$2,600,000.00
 - f. LBU status (check if known) ☐ Registered ☐ Not Registered

3. Name of Subcontractor Business Preload
 - a. Name of contact person Matt Cribbs
 - b. Email Matt Cribbs <mcribbs@preload.com>
 - c. Phone number 502-658-0854
 - d. Type of work performed Prestressed Concrete Ground Storage Tank
 - e. Estimated dollar amount for contracted work \$4,100,000.00
 - f. LBU status (check if known) ☐ Registered ☐ Not Registered

USE ADDITIONAL PAGES AS NEEDED

4. Name of Subcontractor Business Haynes Equipment Company
- a. Name of contact person Joe Mossauer
- b. Email joemossauer@haynes-equipment.com
- c. Phone number (405) 755-1357
- d. Type of work performed Instrumentation and Controls
- e. Estimated dollar amount for contracted work \$1,000,000.00
- f. LBU status (check if known) ☐ Registered ☐ Not Registered
5. Name of Subcontractor Business Kinard Painting and Sandblasting
- a. Name of contact person Chris Kinard
- b. Email kinardpainting@hotmail.com
- c. Phone number 405-207-3785
- d. Type of work performed Painting
- e. Estimated dollar amount for contracted work \$575,000.00
- f. LBU status (check if known) ☐ Registered ☐ Not Registered
6. Name of Subcontractor Business Redland Roofing
- a. Name of contact person Nelson Ortega
- b. Email nelson@redlandroofing.net
- c. Phone number 405-947-4701
- d. Type of work performed Roofing
- e. Estimated dollar amount for contracted work \$1,100,000.00
- f. LBU status (check if known) ☐ Registered ☐ Not Registered
7. Name of Subcontractor Business Enterprise Precast Concrete
- a. Name of contact person Hunter Heinrich
- b. Email hheinrich@enterpriseprecast.com
- c. Phone number 903-875-1077
- d. Type of work performed Precast Structural Concrete
- e. Estimated dollar amount for contracted work \$1,600,000.00
- 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