

**CONTRACT**

Project # WC-0876

Project Name: Atoka Pipeline Raw Water Transmission Line

**THIS CONTRACT** is made and entered into this 27TH day of AUGUST, 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 Contractors, 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: **Thirty Nine Million Eight Hundred Forty-One Thousand Eighty-Eight and 54/100 Dollars (\$39,841,088.54)**.

**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:**

**CONTRACTOR**

*Paige Walker*  
SECRETARY (Witness)

By: *[Signature]*



As: Tyler McKee - President *8/15/24*

REVIEWED for form and legality.

*Craig Keith*  
ASSISTANT MUNICIPAL COUNSELOR

APPROVED by the Oklahoma City Water Utilities Trust this 27TH day of AUGUST, 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 10TH day of SEPTEMBER, 2024.

ATTEST:

CITY OF OKLAHOMA CITY

Amy K Simpson  
CITY CLERK



David Holt  
MAYOR

STATUTORY BOND

Bond# SPA150644\_001

**KNOW ALL MEN BY THESE PRESENTS:**

That we McKee Utility Contractors, LLC, as Contractor, and SiriusPoint America 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 Thirty-Nine Million Eight Hundred Forty-One Thousand Eighty-Eight and 54/100 Dollars (\$39,841,088.54), 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:

Paige Walker  
(Secretary/Witness)



CONTRACTOR

McKee Utility Contractors, LLC

By: [Signature]

As: Tyler McKee - President

ATTEST:

Shana Kae Meyer  
(Secretary/Witness)

SURETY

SiriusPoint America Insurance Company

By: [Signature]  
Attorney in Fact Stephen A. Vann

REVIEWED for form and legality.



Craig Keith  
ASSISTANT MUNICIPAL COUNSELOR

APPROVED by the Oklahoma City Water Utilities Trust this 27TH day of AUGUST, 2024.

ATTEST:

Amy K Simpson  
SECRETARY



OKLAHOMA CITY WATER UTILITIES TRUST

[Signature]  
CHAIRMAN

CONCURRED by the Council for the City of Oklahoma City this 10TH day of SEPTEMBER, 2024.

ATTEST:

Amy K Simpson  
CITY CLERK



CITY OF OKLAHOMA CITY

David Holt  
MAYOR

**KNOW ALL MEN BY THESE PRESENTS:**

That we McKee Utility Contractors, LLC, Contractor, and SiriusPoint America Insurance Company, as Surety, are severally and jointly held and firmly bound unto the Oklahoma Water and Utilities Trust, referred to in the Bidding Documents and herein as "Awarding Public Agency" in the sum of Thirty Nine Million Eight Hundred Forty-One Thousand Eighty-Eight and 54/100 Dollars (\$39,841,088.54), 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:

Douglas Walker  
(Secretary/Witness)



ATTEST:

Shana Kae Meyer  
(Secretary/Witness)

CONTRACTOR

McKee Utility Contractors, LLC

By: [Signature]

As: Tyler McKee - President

SURETY

SiriusPoint America Insurance Company

By: [Signature]  
Attorney in Fact Stephen A. Vann

REVIEWED for form and legality.



Craig Keith  
ASSISTANT MUNICIPAL COUNSELOR

APPROVED by the Oklahoma City Water Utilities Trust this 27TH day of AUGUST, 2024.

ATTEST:

Amy K Simpson  
SECRETARY



Joe Cook  
CHAIRMAN

CONCURRED by the Council for the City of Oklahoma City this 10TH day of SEPTEMBER, 2024.

ATTEST:

Amy K Simpson  
CITY CLERK



David Holt  
MAYOR

**MAINTENANCE BOND**

Bond# SPA150644\_001

**KNOW ALL MEN BY THESE PRESENTS:**

That we McKee Utility Contractors, LLC., as Contractor, and SiriusPoint America Insurance Company, as Surety, are severally and jointly held and firmly bound unto the Oklahoma City Water Utilities Trust, referred to in the Bidding Documents and herein as "Awarding Public Agency" in the sum of Thirty Nine Million Eight Hundred Forty-One Thousand Eighty-Eight and 54/100 Dollars (\$39,841,088.54), 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

**Project #WC-0876**

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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:**

*Daige Walker*  
(Secretary/Witness)



**ATTEST:**

*Shana Kae Meyer*  
(Secretary/Witness) Shana Kae Meyer

**CONTRACTOR**

McKee Utility Contractors, LLC

By: *[Signature]*

As: Tyler McKee - President

**SURETY**

SiriusPoint America Insurance Company

By: *[Signature]*  
Attorney in Fact                      Stephen A. Vann

**REVIEWED** for form and legality.



*Craig Keith*  
ASSISTANT MUNICIPAL COUNSELOR

**APPROVED** by the Oklahoma City Water Utilities Trust this 27TH day of AUGUST, 2024.

**ATTEST:**

**OKLAHOMA CITY WATER UTILITIES TRUST**

Amy K Simpson  
SECRETARY



Joe Cook  
CHAIRMAN

**CONCURRED** by the Council for The City of Oklahoma City this 10TH day of SEPTEMBER, 2024.

**ATTEST:**

**CITY OF OKLAHOMA CITY**

Amy K Simpson  
CITY CLERK



David Holt  
MAYOR





**NAME INSUREDS:**

MCKEE UTILITY CONTRACTORS, LLC  
MCKEE EQUIPMENT, LLC  
LGM TRUCKING, LLC  
LGM BORING, LLC  
UC PARENT HOLDING, LLC  
UC HOLDING, INC.  
UC INTERMEDIATE, INC.  
MCKEE UTILITY CONTRACTORS, INC

SCHEDULED EQUIPMENT: \$30,790,657

ADDITIONAL COVERAGES:

EXCESS LIABILITY  
CARRIER: ARCH INSURANCE COMPANY  
POLICY NO: UXP300024801  
POLICY TERM: 05/01/2024 TO 05/01/2025  
LIMIT: \$15,000,000 XS \$10,000,000 (HARTFORD)

### 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.



USE ADDITIONAL PAGES AS NEEDED

4. Name of Subcontractor Business Pioneer Supply
- a. Name of contact person Randahl Lillard
- b. Email rlillard@pioneersupplyok.com
- c. Phone number (405) 794-7705
- d. Type of work performed Supply House
- e. Estimated dollar amount for contracted work \$750,000.00
- f. LBU status (check if known)  Registered  Not Registered

5. Name of Subcontractor Business Butterfly
- a. Name of contact person Adam Drake
- b. Email adam@butterfly.co
- c. Phone number (405) 235-1477
- d. Type of work performed Rebar
- e. Estimated dollar amount for contracted work \$150,000.00
- f. LBU status (check if known)  Registered  Not Registered

6. Name of Subcontractor Business Dolese
- a. Name of contact person Steven Wade
- b. Email swade@dolese.com
- c. Phone number (405) 297-8315
- d. Type of work performed Concrete & Flowable Fill
- e. Estimated dollar amount for contracted work \$450,000.00
- f. LBU status (check if known)  Registered  Not Registered

7. Name of Subcontractor Business Dub Ross
- a. Name of contact person Shellie Powell
- b. Email shellie.powell@dubross.com
- c. Phone number (405) 495-3611
- d. Type of work performed Corrugated Metal Pipe
- e. Estimated dollar amount for contracted work \$4,500.00
- 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