

CONTRACT

THIS CONTRACT AND AGREEMENT, made and entered into this 12th day of April, 2022, by and between the OKLAHOMA CITY WATER UTILITIES TRUST, party of the first part, hereinafter termed "Trust" and **McKee Utility Contractors, Inc.**, 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. WC-0874, Atoka Pipeline Raw Water Transmission Line, Ada Pump Station to Canadian River Crossing**, 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, **February 2nd and 9th, 2022**, 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: **Thirty-Seven Million Two Hundred Seventy-Two Thousand and No/100 Dollars (\$37,272,000.00)**.

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

1. The Contractor shall, in a good and first-class, workmanlike manner, at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said 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 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 11th day of March, 2022, by the Contractor.

McKee Utility Contractors, Inc.

If Partnership, give name and address of each.

ATTEST:


(Witness-Secretary)





President/Partner/Manager/Owner/Agent

OCWUT

Project No. WC-0874

REVIEWED and **APPROVED** by the Oklahoma City Water Utilities Trust this 12th day of April, 2022.

ATTEST:

Amy K. Simpson
Secretary



OKLAHOMA CITY WATER UTILITIES TRUST

Jim D. Couch
CHAIRMAN

CONCURRED by the Council for The City of Oklahoma City this 26th day of April, 2022.

ATTEST:

Amy K. Simpson
City Clerk



THE CITY OF OKLAHOMA CITY

David Holt
MAYOR

REVIEWED for form and legality.

Craig Keith
Assistant Municipal Counselor

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

That We, **McKee Utility Contractors, Inc.**, as Principal, and **North American Speciality Insurance Company** 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 **Thirty-Seven Million Two Hundred Seventy-Two Thousand and No/100 Dollars (\$37,272,000.00)**, 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 **McKee Utility Contractors, Inc.** 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. WC-0874, Atoka Pipeline Raw Water Transmission Line, Ada Pump Station to Canadian River Crossing** and has entered into a certain written contract with the OKLAHOMA CITY WATER UTILITIES TRUST on the 12th day of April, 2022, 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.

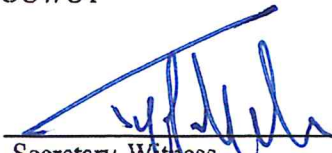
It is further expressly agreed and understood by the parties hereto that no changes or alterations in said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligation of this bond.

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:**McKee Utility Contractors, Inc.**

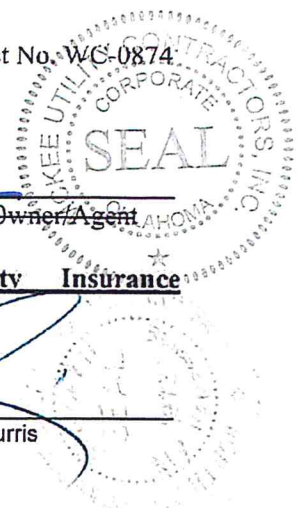
OCWUT

Project No. WC-0874


Secretary-Witness

Contractor

By: 
President/Partner/Manager/Owner/Agent



ATTEST:

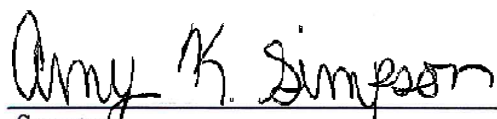

Secretary-Witness, Tom Perrault

North American Speciality Insurance
Company
Surety

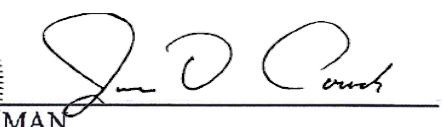
By: 
Attorney-in-Fact Jamie Burris

REVIEWED and APPROVED by the Oklahoma City Water Utilities Trust this 12th day of
April, 2022.

ATTEST:

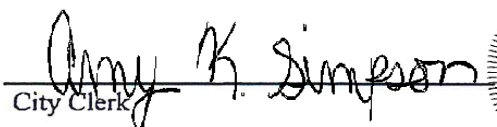

Secretary

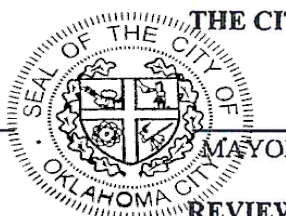



OKLAHOMA CITY WATER UTILITIES
TRUST

CHAIRMAN

CONCURRED by the Council for The City of Oklahoma City this 26th day of
April, 2022.

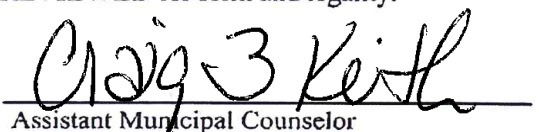
ATTEST:


City Clerk



THE CITY OF OKLAHOMA CITY

MAYOR

REVIEWED for form and legality.


Assistant Municipal Counselor

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

That We, **McKee Utility Contractors, Inc.**, as Principal, and **North American Speciality Insurance Company**, 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 **Thirty-Seven Million Two Hundred Seventy-Two Thousand and No/100** Dollars (**\$37,272,000.00**), 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. WC-0874, Atoka Pipeline Raw Water Transmission Line, Ada Pump Station to Canadian River Crossing** and has entered into a certain written contract with the Oklahoma City Water Utilities Trust on the 12th day of April, 2022, 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

OCWUT

Project No. WC-0874

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

McKee Utility Contractors, Inc.

Contractor

By: 
President/Partner/Manager/Owner/Agent

ATTEST:


Secretary-Witness, Tom Perrault

North American Speciality Insurance Company

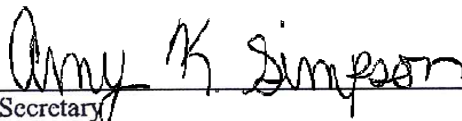
Surety

By: 
Attorney-in-Fact, Jamie Burris

REVIEWED and APPROVED by the Oklahoma City Water Utilities Trust this 12th day of April, 2022.

ATTEST:

OKLAHOMA CITY WATER UTILITIES TRUST

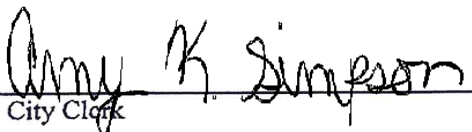

Secretary

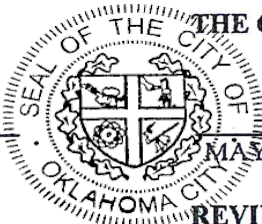



CHAIRMAN

CONCURRED by the Council for The City of Oklahoma City this 26th day of April, 2022.

ATTEST:

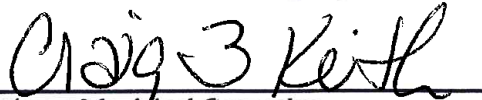

City Clerk



THE CITY OF OKLAHOMA CITY


MAYOR

REVIEWED for form and legality.


Assistant Municipal Counselor

OCWUT

Project No. WC-0874

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

That We, McKee Utility Contractors, Inc., as Contractor, and North American Speciality Insurance Company, as Surety, are held and firmly bound unto the Oklahoma City Water Utilities Trust in the full and just sum of Thirty-Seven Million Two Hundred Seventy-Two Thousand and No/100 Dollars (\$37,272,000.00), 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 12th day of April, 2022, and has agreed to construct: Project No. WC-0874, Atoka Pipeline Raw Water Transmission Line, Ada Pump Station to Canadian River Crossing, 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 15th day of March, 2022, by the Contractor.

ATTEST:


Secretary / Witness

McKee Utility Contractors, Inc.
(Contractor)


President/Partner/Manager/Owner/Agent

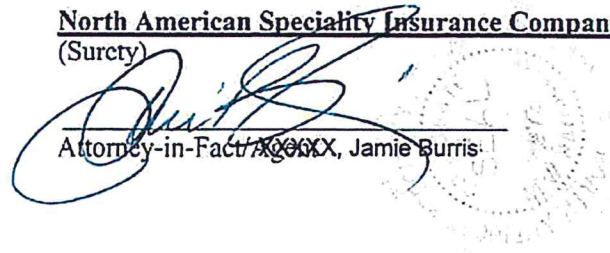


ATTEST:


Secretary / Witness , Tom Perrault

North American Specialty Insurance Company
(Surety)


Attorney-in-Fact / Agent, Jamie Burris



OCWUT

Project No. WC-0874

REVIEWED and **APPROVED** by the Oklahoma City Water Utilities Trust this 12th day of April, 2022.

ATTEST:

Amy K Simpson
Secretary



OKLAHOMA CITY WATER UTILITIES TRUST

J. D. Couch
CHAIRMAN

CONCURRED by the Council for The City of Oklahoma City this 26th day of April, 2022.

ATTEST:

Amy K Simpson
City Clerk



THE CITY OF OKLAHOMA CITY

David Holt
MAYOR

REVIEWED for form and legality.

Craig Keith
Assistant Municipal Counselor

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make constitute and appoint:

JOHN K. DEER, VAUGHN P. GRAHAM, VAUGHN P. GRAHAM, JR., STEPHEN M. POLEMAN, TRAVIS E. BROWN, DEBORAH L. RAPER, JAMIE BURRIS, SHELLI R. SAMSEL, MARK D. NOWELL

CATHY COMBS, VICKI WILSON, AUSTIN K. GREENHAW, CLAYTON HOWELL, CAREY L. KENNEMER, RANDY D. WEBB, AARON WOOLSEY, GARY LILES, THOMAS PERRAULT and KRISTIN LEWIS JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:


TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By 
Erik Janssens, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 24th day of NOVEMBER, 20 21.

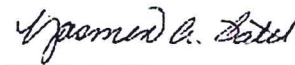
North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 24th day of NOVEMBER, 20 21, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Erik Janssens Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 14th day of March, 20 22.


Jeffrey Goldberg, Senior Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation



MCKEUTI-02

MHALL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/10/2022

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. 2738 E. 51st Street, Suite 400 Tulsa, OK 74105	CONTACT NAME: PHONE (A/C, No, Ext): (918) 743-8811 E-MAIL ADDRESS: richcartmill@rcins.com FAX (A/C, No): (918) 744-8429
	INSURER(S) AFFORDING COVERAGE INSURER A: Phoenix Insurance Company INSURER B: Travelers Prop Cas Co of Am INSURER C: Travelers Indemnity Co of Am INSURER D: Travelers Prop Casualty Ins Co INSURER E: Nautilus Insurance Co INSURER F:
INSURED McKee Utility Contractors, Inc 2319 W Main Street Prague, OK 74864	NAIC # 25623 25674 25666 36161 17370

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 SUBR INSD WYD	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 type="checkbox"/> LOC OTHER:	X	CO8P568331	5/1/2021	5/1/2022	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 - COM/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY Comp \$2,000 <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY Coll \$2,000	X	8108P559174	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTIONS 10,000	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE: X	CUP8P569075	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	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	UB9P5094942026	5/1/2021	5/1/2022	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Equipment Floater		QT6308P693106	5/1/2021	5/1/2022	Scheduled 22,372,846
E	Profess & Pollution		CPP203470510	5/1/2021	5/1/2022	Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
WC-0874

Atoka Pipeline Raw Water Transmission Line Ada Pump Station to Canadian River Crossing

Equipment Floater Eff 05/01/21 to 05/01/22
Travelers Property & Casualty Policy #QT6308P693106
Leasd & Rented Limit \$650,000 Ded \$5,000
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Oklahoma City and Oklahoma City Water Utilities Trust 420 W Main, Ste 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
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AGENCY CUSTOMER ID: MCKEUTI-02

MHALL

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Rich & Cartmill, Inc.		NAMED INSURED McKee Utility Contractors, Inc 2319 W Main Street Prague, OK 74864	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

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

Description of Operations/Locations/Vehicles:

Excess Liability Eff 05/01/21 to 05/01/22
North River Ins Co. Policy #5228074053
General Aggregate \$5,000,000
Each Occurrence Limit \$5,000,000

Excess Liability for Prof & Poll Only Eff 05/01/21 to 05/01/22
Evanston Ins Co. Policy #MKLV7EFX100601
General Aggregate \$5,000,000
Each Occurrence Limit \$5,000,000

As required by written contract and subject to policy terms and exclusions, Certificate holder, Owner, Architect and Others are included or named as Additional Insured as respects General Liability (including ongoing & completed operations), Auto Liability and Excess Liability.

As required by written contract and subject to policy terms and exclusions, Waiver of Subrogation is included in favor of Certificate holder, Owner, Architect and Others as respects General Liability, Auto Liability, Excess Liability and Workers Compensation.

Insurance is Primary and Non-Contributory. Umbrella Liability follows form.

30 Day Notice of Cancellation will be provided. 10 Days Notice of Cancellation will be provided for non-payment of premium

Installation Floater Eff 05/01/21 to 05/01/22
Travelers Property & Casualty Policy #QT6308P693105
Installation limit \$5,000,000

CERTIFICATE OF NONDISCRIMINATION

In connection with the performance under the Contract, the Contractor agrees as follows:

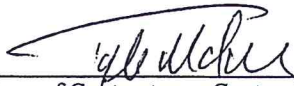
- A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Contractor shall take affirmative action to ensure that 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.*

McKee Utility Contractors, Inc.

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



Signature of Contractor or Contractor's Authorized Agent



Tyler McKee - Executive Vice 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
Construction of Public Improvements or otherwise in the Bidding Documents.