

**CONTRACT**  
**Project # MB-1629**

**Base Bid and Add Alternates 1, 2, 3 & 4**

**Chickasaw Bricktown Ballpark Clubhouse Improvements**

**THIS CONTRACT** by and between The City of Oklahoma City, referred to in the Bidding Documents and herein as "Awarding Public Agency", and Downey Contracting, 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: One Million Four Hundred Thirty Thousand One Hundred Twenty Dollars and 00/100 (\$1,430,120.00)

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

1. The Contractor shall, in a good and first-class, workmanlike manner, at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said Project in strict accordance with the Contract Documents, including but not limited to the Bidding Documents, "Standard Specifications for Construction of Public Improvements," any Special Provisions, schedules and plans approved by the Awarding Public Agency, and Contractor's bid, all of which documents are on file in the Office of the City Clerk of The City of Oklahoma City and are made a part of this Contract as fully as if the same were herein set out at length, with the following alternates and/or deletions: (if none, so state) None.

2. The Awarding Public Agency shall make payments to the Contractor in the following manner: On or about the first day of each month, the City Engineer or designee will review estimates of the value, based on Contract prices and/or schedule of values of work done and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The Contractor shall furnish to 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 Contract to be executed the day and year first above written.

ATTEST:

  
(Secretary-Witness) Stacie Kyle

Downey Contracting, LLC:

By:   
Brandon Downey

As: Manager

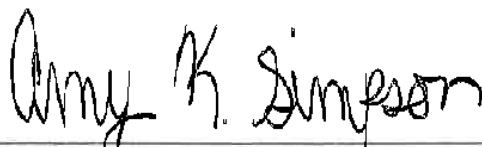


REVIEWED for form and legality.

  
Assistant Municipal Counselor

APPROVED by The City of Oklahoma City this 6th day of December, 20 22.

ATTEST:

  
City Clerk



The City of Oklahoma City

  
Mayor

**PERFORMANCE BOND**  
**Project # MB-1629**

**Base Bid and Add Alternates 1, 2, 3 & 4**

**Chickasaw Bricktown Ballpark Clubhouse Improvements**

**KNOW ALL MEN BY THESE PRESENTS:**

That we Downey Contracting, LLC, as Contractor, and Fidelity and Deposit Company of Maryland, as Surety, are severally and jointly held and firmly bound unto The City of Oklahoma City, referred to in the Bidding Documents and herein as "Awarding Public Agency" in the sum of One Million Four Hundred Thirty Thousand One Hundred Twenty Dollars and 00/100 (\$1,430,120.00), such sum being equal to 100% of the Contract price, for the payment of sum amount, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly to the terms of this Bond by these presents.

**WITNESSETH:**

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

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

**WHEREAS**, the Awarding Public Agency has determined Contractor to be the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project, which Contract is hereby made a part and parcel of this Bond as if literally written herein.

**NOW, THEREFORE**, if the Contractor shall fully and faithfully execute the work and perform said contract according to its terms, conditions, and covenants, and in exact accordance with the Bidding Documents and the Contract Documents, and according to certain plans and specifications heretofore made, adopted, and placed on file in the Office of the City Clerk of The City of Oklahoma City, and shall promptly pay or cause to be paid, all labor, material, equipment and/or repairs and all labor performed on said work, whether by subcontract or otherwise, and shall protect and save harmless the Awarding Public Agency and The City of Oklahoma City and all interested property owners against all claims, demands, causes of action, losses or damage, and expense to life or property suffered or sustained by any person, firm, or corporation by reason of negligence of the Contractor or his or its agents, servants, or employees in the construction or provision of said work, or by or in consequence of any improper execution of the work or act of omission or use of inferior materials by said Contractor, or his or its agents, servants, or employees and shall protect the Awarding Public Agency and The City of Oklahoma City harmless from all suits and claims of 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:**

Mary Rockow  
(~~Secretary~~-Witness) Mary Rockow

**Downey Contracting, LLC:**

By: BD

As: Brandon Downey, Manager



**ATTEST:**

Vicki Wilson  
(~~Secretary~~-Witness) Vicki Wilson

**Surety:** Fidelity and Deposit Company of Maryland

By: Carey L. Kennemer  
As: Attorney-in-Fact Carey L. Kennemer

**REVIEWED** for form and legality.

Craig Keith  
Assistant Municipal Counselor

**APPROVED** by The City of Oklahoma City this 6th day of December, 20 22.

**ATTEST:**

Amy K. Simpson  
City Clerk



**The City of Oklahoma City**

David Holt

**STATUTORY BOND**

**Project # MB-1629**

**Base Bid and Add Alternates 1, 2, 3 & 4**

**Chickasaw Bricktown Ballpark Clubhouse Improvements**

**KNOW ALL MEN BY THESE PRESENTS:**

That we Downey Contracting, LLC, as Contractor, and Fidelity and Deposit Company of Maryland, 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 One Million Four Hundred Thirty Thousand One Hundred Twenty Dollars and 00/100 (\$1,430,120.00), such sum being equal to 100% of the Contract price, for the payment of sum amount, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly to the terms of this Bond by these presents.

**WITNESSETH:**

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

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

**WHEREAS**, the Awarding Public Agency has determined Contractor to be the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project, which Contract is hereby made a part and parcel of this Bond as if literally written herein.

**NOW, THEREFORE**, if said Contractor shall fail or neglect to pay all indebtedness incurred by said Contractor to its subcontractors, suppliers and materialmen who perform work or provided labor, materials, machinery, supplies and equipment in the performance of the Contract, within thirty (30) calendar days after the same becomes due and payable, the person, entity or corporation entitled thereto may sue and recover on this Bond, the amount so due and unpaid up to the amount of this Bond. Upon payments 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:

Mary Rockow  
(Secretary - Witness) Mary Rockow

Downey Contracting, LLC:

By: Bl A

As: Brandon Downey, Manager

Surety: Fidelity and Deposit Company of Maryland



ATTEST:

Vicki Wilson  
(Secretary - Witness) Vicki Wilson

By: Carey L. Kenner  
As: Attorney-in-Fact Carey L. Kenner

REVIEWED for form and legality.

Craig Keith  
Assistant Municipal Counselor

APPROVED by The City of Oklahoma City this 6th day of December, 20 22.

ATTEST:

Amy K. Simpson  
City Clerk



Daid Holt

**MAINTENANCE BOND****Project # MB-1629****Base Bid and Add Alternates 1, 2, 3 & 4****Chickasaw Bricktown Ballpark Clubhouse Improvements****KNOW ALL MEN BY THESE PRESENTS:**

That we Downey Contracting, LLC, as Contractor, and Fidelity and Deposit Company of Maryland,, as Surety, are severally and jointly held and firmly bound unto The City of Oklahoma City, referred to in the Bidding Documents and herein as "Awarding Public Agency" in the sum of One Million Four Hundred Thirty Thousand One Hundred Twenty Dollars and 00/100 (\$1,430,120.00), such sum being equal to 100% of the Contract price, for the payment of sum amount, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly to the terms of this Bond by these presents.

**WITNESSETH:**

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

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

**WHEREAS**, the Awarding Public Agency has determined Contractor to be the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project, which Contract is hereby made a part and parcel of this Bond as if literally written herein.

**NOW, THEREFORE**, if said Contractor shall pay or cause to be paid to the Awarding Public Agency all damage, loss, and expense which may result by reason of failed or defective materials and/or workmanship in connection with said work occurring within a period of Two (2 ) year(s) from and after acceptance of said Project and work by the Awarding Public Agency, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further agreed that if the said Contractor or Surety herein shall fail to maintain said Project and work against any failure due to defective workmanship and/or material for a period of Two ( 2 ) year(s) and at any time repairs shall be necessary that the cost of making said repairs shall be determined by the Awarding Public Agency or its designees to ascertain the same, and if, upon thirty (30) days of notice, the said amount ascertained shall not be paid by the Contractor or Surety herein, or if the necessary repairs are not made, the said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any Court of competent

jurisdiction. And that the amount so determined shall be conclusive upon the parties as to the amount due on this Bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this Bond as the condition of the improvements may require.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the Surety or the Contractor, or either of them, from the obligations of this Bond.

**IN WITNESS WHEREOF**, the said Contractor has caused these presents to be executed in its name by its duly authorized officer, agent or representative; and the said Surety has caused these presents by its attorney-in-fact duly authorized so to do.

**ATTEST:**

Mary Rockow  
(Secretary - Witness) Mary Rockow

**Downey Contracting, LLC:**

By: BL D

As: Brandon Downey, Manager

**Surety:** Fidelity and Deposit Company of Maryland

By: Carey L. Kennemer

As: Attorney-in-Fact Carey L. Kennemer

**ATTEST:**

Vicki Wilson  
(Secretary - Witness) Vicki Wilson

**REVIEWED** for form and legality.

Craig B Keith  
Assistant Municipal Counselor

**APPROVED** by The City of Oklahoma City this 6th day of December, 20 22.

**ATTEST:**

Amy K Simpson  
City Clerk



David Holt

**THE CITY OF OKLAHOMA CITY**

**CERTIFICATE OF NONDISCRIMINATION**

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

A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Contractor shall take affirmative action to ensure that employees are treated without regard to their race, creed, sex, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and Subcontractors shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of the City of Oklahoma City setting forth the provisions of this Section.

B. In the event of the Contractor's noncompliance with this Nondiscrimination Certificate, the Contract may be canceled, terminated or suspended by the Contracting Public Entity. The Contractor may be declared by the Contracting Public Entity ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Contractor and/or Subcontractors.

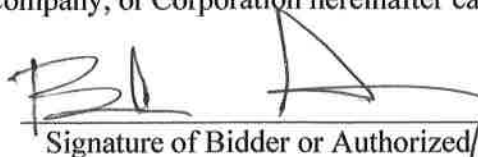
C. The Contractor agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Contract.

I have read the above and agree to abide by these requirements:

**This form must be fully completed and signed by the Contractor or Contractor's Authorized Agent.**

Downey Contracting, L.L.C.

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

  
Signature of Bidder or Authorized Agent

Brandon Downey, Manager

Type or print name and title of person who signed above



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

## THE CITY OF OKLAHOMA CITY

### PUBLIC CONSTRUCTION PROJECT SUBCONTRACTING PLAN & AFFIDAVIT

The following Affidavit must be submitted by the successful Bidder, or Bidder's Authorized Agent. A Notice to Proceed will not be issued by the City Engineer until the affidavit is received.

The undersigned, of lawful age, being first duly sworn on oath, affirms and states that the Bidder has the authority to execute this Public Construction Project Subcontracting Plan. The bidder further states that they understand the resolution creating the Small, Disadvantaged, Minority and Woman-owned Subcontracting Program adopted by the City Council of the City of Oklahoma City on June 3, 2008.

#### I. Public Construction Project Subcontracting Plan

A. Outreach - In the space provided below describe in detail your company's efforts regarding outreach to small, minority, disadvantaged and women owned businesses in an effort to utilize their services in conjunction with Project Number MB-1629.

As with all of our projects, Downey Contracting encourages participation by small, minority, disadvantaged, and women owned businesses. This is achieved by developing relationships and soliciting proposals from those companies.

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B. Internal Efforts – In the space provided below describe in detail any initiatives in place within your company directed at establishing policies and procedures to ensure that small, minority, disadvantaged and women owned businesses are made aware of and given the opportunity to submit bids for sub-contracting on publicly funded projects.

Downey Contracting encourages proposals from well qualified subcontractors that match the requirements of each individual project, especially those that are small, minority, disadvantaged and women owned.

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A Notice to Proceed for the project listed above will not be issued by the City Engineer until this document is completed and returned to the Public Works department. The document must be completed and signed by the Contractor, and notarized, dated and completed by the Notary Public.

Downey Contracting, L.L.C.

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

  
Signature of Contractor or Authorized Agent

Brandon Downey, Manager

Type or print name and title of person who signed above



STATE OF Oklahoma )  
 ) §  
COUNTY OF Oklahoma )

Signed and sworn to or affirmed before me on this 18th day of November,

2022, by Brandon Downey, Manager as the above named Contractor or Contractor's

Authorized Agent.



  
Notary Public Sheila Stovall

My Commission expires 08/02/2025  
My Commission number 21010128

This Affidavit is required to be submitted with the Contractors' Subcontracting Plan.



DOWNCON-06

DSHEPARD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/17/2022

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).

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

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>		6080102150	2/1/2022	2/1/2023	
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	OTHER:						
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>						
	<input checked="" type="checkbox"/> ANY AUTO	<input checked="" type="checkbox"/>		6080102116	2/1/2022	2/1/2023	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>	<input checked="" type="checkbox"/> OCCUR					
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE		6080102133	2/1/2022	2/1/2023	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	6080102147	2/1/2022	2/1/2023	
	If yes, describe under DESCRIPTION OF OPERATIONS below						
C	<input checked="" type="checkbox"/> <b>Equipment Floater</b>			660-5K689663	2/1/2022	2/1/2023	<b>Per Item</b> 525,000
C	<input checked="" type="checkbox"/> <b>Equipment Floater</b>			660-5K689663	2/1/2022	2/1/2023	<b>Temp Storage</b> 250,000

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

Project # MB-1629 - Chickasaw Bricktown Ballpark Clubhouse Improvements

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

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

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

## CERTIFICATE HOLDER

## CANCELLATION

The City of Oklahoma City and its beneficiary trusts  
420 W. Main Street, Suite 200  
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

*Amey Hills*



AGENCY CUSTOMER ID: DOWNCON-06

DSHEPARD

LOC #: 1

**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY <b>Rich &amp; Cartmill, Inc.</b>		NAMED INSURED <b>Downey Contracting LLC</b> 3217 NE 63rd Street Oklahoma City, OK 73121	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

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

**Contractor's Equipment**  
**Carrier- The Charter Oak Fire Insurance Company (Travelers)**  
**Policy Number: 660-5K689663**  
**Effective Dates: 2/1/22 - 2/1/23**  
**Leased/Rented Equipment - \$525,000**

**Installation Floater**  
**Carrier- The Charter Oak Fire Insurance Company (Travelers)**  
**Policy Number: 660-5K689663**  
**Effective Dates: 2/1/22 - 2/1/23**  
**Temporary Storage - \$250,000**  
**Property in Transit - \$250,000**

**\*\*\*Forms referenced are available upon request.**

November 17, 2022

The City of Oklahoma City and its participating Trusts  
200 N Walker Avenue  
Oklahoma City, OK 73102

RE: Downey Contracting, L.L.C.  
Bond #9414233  
Project: OKC MB-1629 - Chickasaw Bricktown Ballpark Clubhouse  
Improvements

Dear Sir/Madam:

Please let this letter serve as authorization to date the bonds and powers of attorney for the above-captioned bonds. This authority may be extended by you the owner, or to the architect, or their designated representatives.

Should you have any questions, please feel free to call.

Sincerely,



Carey L. Kennemer,  
Attorney-in-Fact for Fidelity and Deposit Company of Maryland

**NOTARY STATEMENT**

STATE OF Oklahoma  
COUNTY OF SS Oklahoma

I, Carey Kennemer, a Notary Public in and for said County  
and State, do hereby certify that on this 17th day of November, 2022,  
Gary Liles personally known to me to be the same person and official who  
executed the above and foregoing instrument as Agent,  
appeared before me in person and acknowledged that, as such official, he/ she executed the  
above instrument as his free and voluntary act on behalf of Valley Forge Ins. Co., Continental Ins. Co. (both CNA) and  
pursuant to authority conferred and for the uses and purposes therein set forth. Charter Oak Fire Ins. Co. (Travelers)

**IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last above written.**

Carey Kennemer  
Notary Public

My commission expires and My Commission No. is: 17005551

