

MAINTENANCE BOND
(Private Contract)

Bond Number: 9420889

KNOW ALL MEN BY THESE PRESENT:

That We, Southwest Water Works LLC, as Principal, and Fidelity and Deposit Company of Maryland, as Surety, are held and firmly bound unto THE CITY OF OKLAHOMA CITY in the full and just sum of Forty-six Thousand Eight Hundred Twelve & 00/100 Dollars (\$ \$46,812.00), such sum being equal to the contract price for a period of two (2) year, 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.

Whereas, in a contract dated the 1st day of February, 2023 with Onpoint Construction, the principal agreed to construct improvements in the City of Oklahoma City, being:
Sewer Main Extension

as more particularly described and in compliance with the plans and specifications on file in the Office of the City Engineer of The City of Oklahoma City. As a condition of said construction contract and as a condition of the issuance of a work order by the City Engineer, Principal has agreed and hereby agrees to construct and maintain said improvements in compliance with Oklahoma City standards and the aforementioned plans and specification against any failure due to workmanship or material for a period of two (2) years from the date of final formal acceptance of the improvements by the Council of the City of Oklahoma City.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the City, 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 the final formal acceptance of said project by the City, 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 Principal or Surety herein shall fail to maintain said improvements against any failure due to defective workmanship and/or material 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 Council of THE CITY OF OKLAHOMA CITY, or some person or persons designated by them to ascertain the same, and if, upon thirty (30) days notice, the said amount ascertained shall not be paid by the Principal 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 sureties, or any of them, from the obligations of this bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers; and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

REVIEWED and APPROVED by the Council of THE CITY OF OKLAHOMA CITY
this 26th day of September, 2023.

ATTEST:

Amy K. Simpson
City Clerk



CITY OF OKLAHOMA CITY

Dail Holt
MAYOR

REVIEWED for form and legality.

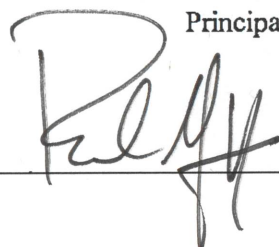
Chris Hall
Assistant Municipal Counselor

EXECUTED this 2nd day of February, 2023

Southwest Water Works LLC

ATTEST:


Secretary/Witness

Principal
By 

NOTARY STATEMENT

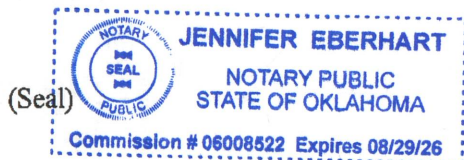
STATE OF Oklahoma)

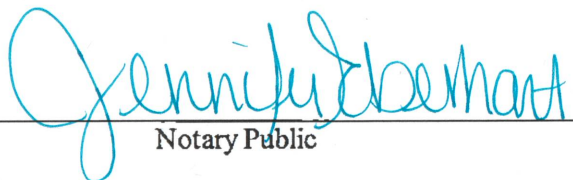
COUNTY OF Oklahoma) SS.

Signed and sworn or affirmed before me on this 2nd day of February, 2023
by Paw Matthews

as a free and voluntary act on behalf of the Principal pursuant to authority conferred and for these
uses and proposes therein set forth.

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




Notary Public

My Commission expires: 8.29.26 My Commission No.: 06008522

EXECUTED this 1st day of February, 2023

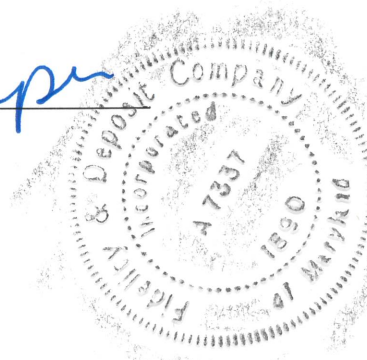
ATTEST:

Fidelity and Deposit Company of Maryland

Surety

Carey Kennemer
Secretary/Witness Carey Kennemer

By Deborah L Raper
Deborah L Raper, Attorney-in-Fact



NOTARY STATEMENT

STATE OF Oklahoma)

) SS.

COUNTY OF Oklahoma)

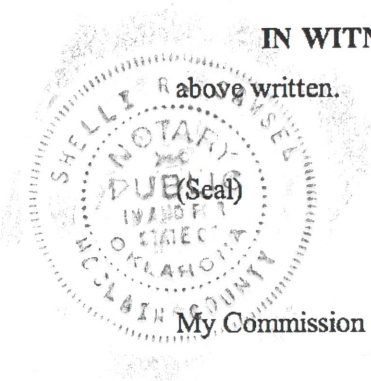
Signed and sworn or affirmed before me on this 1st day of February, 2023

by Deborah L Raper

as a free and voluntary act on behalf of the Surety pursuant to authority conferred and for these uses and proposes therein set forth.

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

above written.



Shelli R. Farnsworth
Notary Public

My Commission expires: October 4, 2025

My Commission No.: 01014847

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and Clayton HOWELL, Vicki Wilson, Austin K. GREENHAW, J. Kelly DEER, Shelli R. SAMSEL, Travis E. BROWN, Jamie BURRIS, Vaughn P. GRAHAM, Vaughn P. GRAHAM, JR., Stephen M. POLEMAN, Deborah L. RAPER, Dwight A. PILGRIM, Gary LILES, Randy D. WEBB, Bobby Joe YOUNG, Aaron WOOLSEY, Carey L. KENNEMER, Kristin LEWIS, Joshua BRYAN of Tulsa, Oklahoma, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 27th day of October, A.D. 2022.



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 27th day of October, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written:



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

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

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 1st day of February, 2023.



MJ Pethick
By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

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

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



SOUTWAT-01

RBOST

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--|---|-----------------------|---------------|
| PRODUCER Rich & Cartmill, Inc. 9401 Cedar Lake Avenue Oklahoma City, OK 73114 | CONTACT NAME: Ruth Bost | | |
| | PHONE (A/C, No, Ext): (405) 418-8629 | FAX (A/C, No): | |
| | E-MAIL ADDRESS: rbost@rcins.com | | |
| INSURED Southwest Water Works, LLC 201 NW 132nd St Oklahoma City, OK 73114 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A : Continental Ins Co | | 35289 |
| | INSURER B : Valley Forge Ins Co | | 20508 |
| | INSURER C : | | |
| | INSURER D : | | |
| | INSURER E : | | |
| | | INSURER F : | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | X | | 5091051312 | 2/21/2022 | 2/21/2023 | EACH OCCURRENCE \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | | | | | | | MED EXP (Any one person) \$ 15,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | | | | | | | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | |
| | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | |
| | OTHER: | | | | | | |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY | | | | | | |
| | <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | 5091051326 | 2/21/2022 | 2/21/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) \$ |
| | | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB | | | | | | |
| | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> RETENTION \$ 10,000 | | | 5091051309 | 2/21/2022 | 2/21/2023 | EACH OCCURRENCE \$ 4,000,000 |
| | | | | | | | AGGREGATE \$ |
| | | | | | | | Prods/Comp Ops \$ 4,000,000 |
| B | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | | N/A | 5091051343 | 2/21/2022 | 2/21/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

re: SD-2021-0081 Sewer Main Extension

As required by written contract, subject to policy term and exclusions, the The City of Oklahoma City and the Oklahoma City Water Utilities Trust are included as Additional Insured as respects General Liability.

CERTIFICATE HOLDER

CANCELLATION

The City of Oklahoma City and Oklahoma City Water Utilities Trust
420 W. Main St, 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